

The background of the page features the coat of arms of Saanich, which is a heraldic shield supported by a stag on the left and a dog on the right. Above the shield is a swan holding a laurel wreath. The shield itself is divided into three horizontal sections: the top section shows a pheasant, the middle section shows a fisherman with a net, and the bottom section shows a landscape with mountains. A banner at the bottom of the shield contains the Latin motto "POPULO SERVANDO".

# **A G R E E M E N T**

**THE SAANICH POLICE BOARD**

**AND**

**THE SAANICH POLICE ASSOCIATION**

**April 1, 2010 - December 31, 2012**

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THIS AGREEMENT made and entered into this 26th day of May, 2011.

BETWEEN:

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

OF THE FIRST PART

AND:

THE SAANICH POLICE ASSOCIATION  
(hereinafter referred to as the "Association")

OF THE SECOND PART

WHEREAS it is desirable for the purpose of maintaining the efficient operation of the Department that harmonious relations be maintained between the Board and the members, and to that end that provisions be made whereby grievances, disputes and other matters relative to the welfare of the Board and the members may be discussed and settled amicably;

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

**ARTICLE 1: RECOGNITION AND DEFINITIONS**

1. Wheresoever the masculine gender appears it shall be deemed to include the feminine. Likewise the singular shall mean the plural where the context requires.
2.
  - (a) "Party" shall mean either of the parties to this Agreement.
  - (b) "Association" shall mean the Saanich Police Association.
  - (c) "Board" shall mean the Saanich Police Board.
  - (d) "Bargaining Unit" shall mean up to and including the rank of Staff Sergeant.
  - (e) "Member" shall mean all of the persons in the employ of the Board who are covered by this Agreement.
  - (f) "Relief Telecoms Operator" shall mean a member who works in relief of a Telecoms Operator who is on vacation leave, sick leave, maternity leave, Long Term Disability of less than one year's duration, Workers' Compensation of less than one year's duration, compassionate leave, educational leave or other leave.

- (g) "Probationary Member" shall mean a member paid at a monthly rate and filling a permanent position but who is fulfilling his probationary period towards permanency.
- (h) "Chief Constable" shall include his authorized representative.
- (i) "Court" shall include any tribunal acting in a judicial or quasi-judicial capacity whether in criminal, civil or administrative matter.
- (j) "Department" means the Saanich Police Department.
- (k) "Permanent Member" means a member who continues to be employed by the Board after completion of probation.
- (l) "Vacancy" relates to a vacancy for a position carrying a rank above that of First Class Constable, and includes a newly created but unfilled permanent position.
- (m) "Shift" shall mean a scheduled tour of duty according to schedules attached.
- (n) "Corporation" shall mean The Corporation of the District of Saanich.
- (o) "Increment Training" shall mean scheduled unpaid internal training.
- (p) "Civilian Member" shall mean all members who are not appointed as a municipal constable pursuant to Section 26 of the Police Act.

## **ARTICLE 2: TERM OF AGREEMENT**

1. This Agreement shall be in effect from and including April 1, 2010, to and including December 31, 2012, and shall continue in effect from year to year thereafter subject to the right of either party to this Agreement, within four (4) months immediately preceding the expiry date or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, to require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Agreement or a new Agreement.
2. Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect, until the Association shall commence a legal strike, or the Board shall commence a legal lockout, or the parties shall conclude a renewal or revision of the Agreement or a new Agreement.
3. Subsection (2) and (3) of Section 50 of the Labour Relations Code shall be inoperative and shall not be applicable to this Agreement.
4. Subject to the provisions of Section 50 of the Labour Relations Code, the official bargaining agents for the parties to this Agreement may, by mutual agreement, append Letters of Understanding to this Agreement.

### **ARTICLE 3: ASSOCIATION SECURITY**

1. The Board recognizes the Association as the sole bargaining agent for the bargaining unit and every person employed shall have the right to become a member of the Association and to participate in the lawful activities thereof.
2. The Board and the Association agree that there shall be no discrimination or coercion exercised or practiced with respect to any member by reason of legal activity in the Association.
3.
  - (a) All present and future members covered by the terms of this Agreement shall become members and, subject to the bylaws of the Association, remain members of the Association.
  - (b) All probationary members shall, immediately upon commencing employment, apply to the Association for a working permit.
  - (c) The Association agrees that the Board shall be the judge of the competency of all members during their probationary period.
4.
  - (a) The Board agrees to deduct from all members covered by this Agreement, and pay to the Association, a monthly fee equal to the Association's dues, plus any other deductions authorized by the Association.
  - (b) This deduction shall be a condition of employment and become effective on the first day of the month coincident with the next following the date of appointment, but the deduction shall be made only if the member is still in the employ of the Board on the final day of the first pay period of the month.
  - (c) Deductions shall be made in respect of all subsequent months provided a member works any part of the month.
5. In the event that the Board shall appoint Special Municipal Constables pursuant to the Police Act:
  - (a) No such Special Municipal Constable shall receive pay from the Board for more than two (2) days in any year without the written agreement of the Board and the Association.
  - (b) The Board will discontinue the employment of any Special Municipal Constable who fails upon request by the Association to make application for a working permit.
  - (c) The rate of pay shall be that of a Probationary Constable I.
  - (d) Article 3, (5)(a) and (5)(b) do not apply to the following Special Municipal Constables: Regular and Relief Telecoms Operators, Equipment Officer and Police Cadets.



## **ARTICLE 4: REMUNERATION**

1. The scale of remuneration set out in Schedule "A" shall apply during the term of this Agreement.
2. Employees shall be paid on a bi-weekly basis by means of direct deposit.
3. For the purpose of this section, "member" shall mean an employee of the Police Board covered by this Collective Agreement who is appointed as a municipal constable pursuant to Section 26 of the Police Act.

(a) Constables Eligibility for Index

Subject to the training requirements, Constables shall become eligible for the pay index as per Schedule "A".

(b) Constables Promoted to Sergeant

- (i) Constables promoted to the rank of Sergeant will be paid at the index of 120% of a First Class Constable.
- (ii) After three (3) years service at the rank of Sergeant, a Sergeant becomes eligible for a pay index of 125% of a First Class Constable, subject to meeting the conditions as contained in the provisions of this agreement.
- (iii) After six (6) years service at the rank of Sergeant a Sergeant becomes eligible for a pay index of 130% of a First Class Constable, subject to meeting the conditions as contained in this agreement.
- (iv) Subject to meeting the conditions as contained in clause 24.4, Sergeants are eligible for the pay index as per Schedule "A".

(c) Sergeants Promoted to Staff Sergeant

- (i) Sergeants promoted to the rank of Staff Sergeant will be paid at the rate of 135% of a First Class Constable.
- (ii) After three (3) years service at the rank of Staff Sergeant a Staff Sergeant becomes eligible for a pay index of 140% of a First Class Constable, subject to meeting the conditions as contained in this agreement.
- (iii) Subject to meeting the conditions as contained in this agreement, Staff Sergeants are eligible for the pay index as per Schedule "A".

## **ARTICLE 5: PAY FOR ACTING SENIOR CAPACITY**

For the purpose of this Article, “member” shall mean an employee of the Police Board covered by this Collective Agreement who is appointed as a municipal constable pursuant to Section 26 of the Police Act.

1. A member who has been duly appointed by the authority of the Chief Constable to perform temporarily the duties of a rank higher than he normally holds shall be paid an additional 10% of the constable 100 index for each shift, or portion thereof, that he performs such duties after being so appointed. In no case shall the compensation exceed the rate equivalent to the lowest increment for the higher rank.
2. Any member appointed by the Chief Constable to a full-time acting rank shall be paid at that rank during absences on advance credit hours and annual leave.
3. If a position under Section 5(1) above, of this Article, is filled for longer than a cumulative period of 1,044 working hours in any twelve (12) continuous months, it shall no longer be considered to be performed “temporarily”, but shall be considered to be a vacancy and a promotion shall take place in accordance with Article 26, Vacancies.
4. Section 5(3) above shall not apply to vacancies created when members are seconded to agencies which are not under the direct administration of this Police Department; nor to positions vacant through accident or illness, leave of absence, training, or any other occasion mutually agreed upon.

## **ARTICLE 6: SPECIAL ALLOWANCES**

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, jacket, trousers, skirts, overcoats, caps, waterproof clothing, boots/shoes, ties, gloves, and shirts. The last issue of such items shall remain the property of the Board, and all issue in a member’s possession shall be returned upon termination. A refusal to issue may be appealed through regular grievance procedure as outlined in Article 15 of this Agreement.
  - (b) The style and character of the uniforms and equipment issued to the members shall be according to the Police Act, Police (Uniforms) Regulations. The Association shall be afforded the opportunity of meeting with the Chief Constable, or an officer designated by him, for the purpose of communicating the views of the Association 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 Association will be advised of the proposed change and afforded an opportunity of considering the proposed change

and meeting with the Chief Constable, or an officer designated by him, for the purpose of making representations with respect to the proposed change.

- (c) Upon the recommendation of the Chief Constable, all damage to a member's clothing and equipment, whether issued or required by the Board, and incurred in the course of duty, shall be assumed and paid by the Board, except that there shall be a maximum of two hundred and fifty dollars (\$250.00) for any single claim or incident in regard to watches and jewellery.
- (d) All members granted permanent clothing allowance shall be paid the sum of one thousand seventy dollars (\$1,070.00) per year in lieu of the clothing mentioned in Subsection 6(1)(a) above, and all members granted clothing allowance on a temporary or intermittent basis shall be paid in lieu of the clothing mentioned in Subsection 6(1)(a) above the sum of four dollars and ten cents (\$4.10) for each day such members are required to work in plain clothes. The allowance shall be paid in cash in advance, semi-annually on the first pay period in January and the first pay period in July of each year.
- (e) Dry cleaning of clothing used by members in the performance of their duties shall be provided by a company selected by the Board, and at the expense of the Board.
- (f) The allowance referred to above in Subsection 6(1)(d) shall not continue during extended absences including, without limiting generality, Workers' Compensation Board, long-term illness or disability and leave of absence, and shall be reduced on a pro-rata basis after thirty (30) continuous calendar days of such absence. No reduction shall be made in regard to annual vacations.
- (g) Members assigned to the Street Crime Unit or Constables assigned to Youth Section shall not receive an allowance for dry cleaning plain clothes. Uniforms worn by those members will continue to be dry cleaned at the employer's expense.

## 2. Educational Fund

- (a) Limited funding is available through the Police Educational Fund to financially assist members of the Department who are interested in furthering their education by enrolling in approved courses at accredited educational institutions.
- (b) An approved course will be officially classified as such when, in the opinion of the Chief Constable, the police services 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 any member of the Department having satisfactorily completed the probationary period.

- (d) Members wishing to take advantage of this Fund will, prior to enrolment in any course, make application in writing to the OIC Staff Development through their respective Divisional OIC. The Chief Constable will consider the Staff Development OIC'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 Board will reimburse the member for the tuition fees upon the member submitting evidence that he has successfully completed the course. With respect to courses not involving a final examination, the Board will reimburse the member for his tuition fees upon the member producing written proof from the Course Administrator certifying a minimum of 80% attendance, and a satisfactory completion of such course.
- (f) Applications for reimbursement of tuition fees shall be submitted to the Chief Constable, accompanied by receipts and statements of marks attained, or a letter from the Course Administrator as required for submission to the Chief Constable. Applications for reimbursement must be submitted within three (3) 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 (5) years following completion of any approved course. Tuition fees paid by the Department will be considered an advance to the member. This advance may be recovered by withholding from any balance owing to the member if a member resigns, or is discharged from the Department, within five (5) years of completion of such course; unless the member is retiring to superannuation or the member has more than 25 years of service.
- (h) The Association shall be afforded the opportunity of meeting with the Chief Constable, or an officer designated by him, for the purpose of communicating the views of the Association with respect to the operation of the Educational Fund. Prior to a change being made in the operation of the Educational Fund, the Association will be advised of the proposed change and afforded an opportunity of considering the proposed change and meeting with the Chief Constable, or an officer designated by him, for the purpose of making representations with respect to the proposed change.

### 3. Shift Differential

- (a) A member who works a shift that commences at or after 1700 hours and ends at or before 0700 hours on any day shall be paid a shift differential premium of one dollar and fifty cents (\$1.50) per hour for every hour that the member is required to work during that period.
- (b) The foregoing shift differential premium shall apply only for hours worked and shall not be included in calculating overtime.

4. Field Instructor

A member who is fulfilling the duties and responsibilities of a field instructor shall be paid an additional hourly allowance of seven and one half percent (7 1/2%) of the Constable 1st Class (Index 100) hourly rate of pay for each tour of duty or portion thereof.

5. Specialist Pay

(a) A member who is assigned by the Chief Constable to carry out specialized police work shall be paid Specialist Pay in the amount of an additional five percent (5%) of the monthly rate for a 1st Class Constable above their regular index while so appointed.

(b) This section refers to members appointed to the Forensic Identification Section of the Saanich Police Department, Canine Section of the Saanich Police Department, and the Greater Victoria Police Emergency Response Team.

6. Dive Team

A member appointed by the Chief Constable to the Saanich Dive Team shall be paid a duty allowance of fifty dollars (\$50.00), in addition to their regular pay, for each completed month of such appointment, but to be deducted one dollar and sixty-five cents (\$1.65) per day for each day the member is not available for duty.

7. Collision Reconstructionist

A member appointed by the Chief Constable to perform in the capacity of Collision Reconstructionist, with level 4 designation or its equivalent, or higher shall receive, in addition to their regular pay, a duty allowance of fifty dollars (\$50.00) for each completed month of such appointment, but to be deducted one dollar and sixty-five cents (\$1.65) per day for each day the member is not available for duty.

8. Explosive Technician

A member appointed by the Chief Constable to perform in the capacity of an Explosive Technician, shall receive, in addition to their regular pay, a duty allowance of fifty dollars (\$50.00) for each completed month of such appointment, but to be deducted one dollar and sixty-five cents (\$1.65) per day for each day the member is not available for duty.

9. Crisis Negotiators

A member appointed by the Chief Constable to perform in the capacity of a Crisis Negotiator, shall receive, in addition to their regular pay, a duty allowance of fifty dollars (\$50.00) for each completed month of such appointment, but to be deducted one dollar and sixty-five cents (\$1.65) per day for each day the member is not available for duty.

10. Standby

- (a) A member who is required by the Chief Constable to be available and fit to be called to immediate duty when on designated leave shall be paid a “standby” allowance in the amount of an additional five percent (5%) of the monthly rate of a 1st Class Constable above their regular index while so appointed.
- (b) This does not apply to members already compensated by specialist pay relating to that duty for which they have been placed on standby, or otherwise as a consequence of an appointment by the Chief Constable as specified in the Collective Agreement.
- (c) A member will not receive a “duty” allowance while in receipt of a “standby” allowance relating to that duty for which they have been placed on standby.

11. Transportation: C.P.C. and B.C.P.A

- (a) Any member who enrolls in a seven (7) week or longer course at the Canadian Police College in Ottawa will be provided with one return flight to Victoria midway in the course or thereafter during the course.
- (b) A member assigned to attend the B.C. Police Academy in Vancouver shall not suffer any loss in regular salary upon leaving duty not earlier than 1300 hours on the day preceding his enrolment at such Academy.

12. Occupational Health and Safety

- (a)
  - (i) Each member shall be entitled, upon request, to the initial issue of a protective vest, of a style and make selected jointly by the Board and the Association.
  - (ii) Each member shall be entitled, upon request every five (5) years, to the replacement issue of a protective vest, of a style and make selected jointly by the Board and the Association.
  - (iii) The cost of such vest, and replacement vest, including up to four (4) panels, shall be the responsibility of the Board.
  - (iv) This Subsection shall not apply to civilian members.
- (b) Hepatitis “B” shots shall be provided to those members who request them.
- (c) C.P.R. masks shall be provided to those members who request them.

## **ARTICLE 7: OVERTIME**

1. A member is entitled to overtime compensation only when the overtime has been authorized in advance by the Chief Constable.
2.
  - (a) 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 times (1½ x) his regular rate, exclusive of shift differential, for the first two (2) consecutive hours of such overtime worked, and at the rate of double (2x) his regular rate for all overtime hours worked in excess of two (2) consecutive hours, provided, however, that a member required to work overtime in excess of two (2) hours prior to the commencement of a regularly-scheduled shift shall be paid at the rate of double (2x) his regular rate of pay, exclusive of shift differential, and the minimum compensation shall be three (3) hours at the rate of double time (2x).
  - (b) Overtime worked on a statutory holiday shall be paid at the rate of double time (2x), exclusive of shift differential.
  - (c) Whenever a member is required to work overtime immediately prior to or following his regular shift, whether by call out or prior arrangement, he shall be entitled to overtime pay under Article 7(2)(a), above, but not call-out pay under Article 7(3), below.
3. Call Out
  - (a) For the purpose of this Agreement, a “call out” shall be defined as when a member is ordered by the Chief Constable to return to work other than during his regular detailed working hours.
  - (b) A member who is called out on his regular working day shall be paid at a rate of double time (2x) his regular pay exclusive of shift differential, and the minimum compensation shall be three (3) hours at the rate of double (2x) time.
  - (c) A member who is called out on a regular day off, or on advance credit leave shall be paid at the rate of double time (2x) for each hour worked and the minimum compensation shall be four (4) hours at double time (2x).
  - (d) 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 four (4) hours at double time (2x), and the provisions of Section (1) of Article 9 do not apply.
  - (e) A member who is called out during his annual leave shall be paid at the rate of two and one-half times (2½x) his rate of pay for each hour worked and the minimum compensation shall be twelve (12) hours at time and one-half

(1½x).

4. Court Time Schedule

(a) The following compensation in straight time pay shall apply for attendance at each court session:

- (i) For members attending on a work day, but outside of their normal shift hours - eight (8) hours for any shift;
- (ii) Eight (8) hours when a member is on Designated Leave;
- (iii) Sixteen (16) hours when a member is on Annual Leave.

(b) For the purpose of this Section:

- (i) "Court Session" shall mean each sitting of the court in the morning, or the afternoon, or the evening, or any other time of the day designated by the court.
- (ii) "Designated Leave" shall mean "advanced credit hours" and "days off".
- (iii) "Advanced Credit Hours" shall include "floater leave", "statutory leave" (as described in Section 9(1)) and "retained overtime".
- (iv) "Retained Overtime" shall mean those overtime hours retained from one (1) calendar year to the next.
- (v) "Days Off" shall mean the scheduled time off between working days, not including "advanced credit hours", "overtime" and "annual holidays".
- (vi) "Overtime" shall be considered as a working day.
- (vii) "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.

(c) The following shall apply to out-of-town court appearances:

Normal Workday

- (i) A day commences at the normal time of shift or when the member leaves home directly for court, whichever is applicable, and continues through until the completion of his normal shift hours (i.e. 8, 10, 12 hours).



(ii) For each overnight stay required, the working hours of the next day shall be deemed to be an eight (8) hour tour of duty coinciding with the hours of the sitting(s) of the court and the other requirements relating thereto.

(iii) Overtime rates apply for time expended beyond a tour of duty.

Time expended beyond a tour of duty shall be confined to:

-in one day, from commencement of overtime to return to residence;

- if an overnight stay is required, from commencement of overtime until the member's presence in court is no longer required.

(iv) A signed court slip verifying the date and time of attendance shall be submitted with the overtime slip.

(d) Day Off

(i) Where a round trip is completed within the day:

Time and one-half (1½x) for time expended between member leaving residence and returning to his residence.

(ii) If an overnight stay is required:

Eight (8) hours at straight time for each appearance, plus time and one-half (1½ x) for travel time from the normal place of residence.

Members required to attend a prosecutors interview on their day of travel prior to the court appearance will be compensated for reasonable travel time to arrive in time for the interview, for time spent in the interview, and for travel time back to their lodgings for the evening at the rate of time and one-half (1½ x).

(iii) A signed court slip verifying the date and time of attendance to be submitted with the overtime slip.

(e) Annual Leave:

As in Article 7, Subsection 4(d)(ii) above, except the rates shall be double time (2x) with a minimum of twelve (12) hours in any one day.

(f) (i) When a member is not notified of the cancellation of a court appearance at least fifteen (15) hours prior to the scheduled appearance, he shall be entitled to one-half (½) the compensation he would have received had he appeared.

(ii) Notification shall be made by means of "voice mail" technology and the onus to check the "mailbox" shall be upon individual members.

- (g) Notwithstanding any of the provisions otherwise contained in this Agreement, a member required to make appearance(s) at court while in receipt of the benefits under Article 13, Section (3), Workers' Compensation Supplement and Sick Leave Payments, Article 13, Sections (9.1) & (9.2), Maternity/Parental Leave, and Article 13, Section (10) Benefits While on Long Term Disability, shall not receive any benefits of this Article 7, but rather, shall receive only the benefits provided under Article 13, Section (3), Workers' Compensation Supplement and Sick Leave Payments, Article 13, Sections (9.1) and (9.2), Maternity/Parental Leave, and Article 13 Section (10) Benefits While on Long Term Disability.
- (h) Notwithstanding any of the provisions otherwise contained in this Agreement, a member required to make appearance(s) at court while in receipt of the benefits under Article 13, Section (9.1) Maternity/Parental Leave shall not receive any benefits of this Article 7, but rather, shall be compensated only an amount equal to the benefits equal to those provided under Article 13, Section (9.2), Supplemental Unemployment Benefit (SUB).
- (i) Notwithstanding any of the provisions otherwise contained in this Agreement, a member required to make appearance(s) at court while on a Police Board approved Leave of Absence will be compensated as if the member were on a regularly scheduled working day.

## **ARTICLE 8: VACATION**

1. Paid annual vacation for all members covered by this Agreement shall be as follows:
  - (a) Members leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act.
  - (b) In the first (1st) part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12th) of eighty (80) hours for each month or portion of a month greater than one-half (½) worked by December 31.
  - (c) During the second (2nd) up to and including the seventh (7th) calendar year of service - one hundred and twenty (120) hours.
  - (d) During the eighth (8th) up to and including the fifteenth (15th) calendar year of service - one hundred and sixty (160) hours.
  - (e) During the sixteenth (16th) up to and including the twenty-third (23rd) calendar year of service - two hundred (200) hours.
  - (f) During the twenty-fourth (24th) and all subsequent calendar years of service - two hundred and forty (240) hours.

- (g) Members who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation 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 (1/2) worked to the date of termination.
  - (h) "Calendar Year" for the purposes of this Agreement shall mean the twelve-month period from January 1 to December 31, inclusive.
  - (i) For the purposes of this Article "working days" shall mean eight working hours.
  - (j) In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation.
  - (k) Provided they give three (3) months notice, members who leave on Superannuation or reach maximum retirement age will receive their full entitlement of vacation as if they had worked the entire year. With less than three (3) months written notice they will receive their vacation entitlement pro-rated to the time worked during the year.
  - (l) A member who is entitled to annual vacation as provided for in Subsection 8(1)(d) may at his option defer the taking of not more than forty (40) hours of such annual vacation in any year.
  - (m) A member who is entitled to annual vacation as provided for in Subsections 8(1)(e) or 8(1)(f) may, at his option, defer the taking of not more than eighty (80) hours of such annual vacation.
  - (n) The maximum deferred vacation which a member may accumulate at any one time pursuant to Subsections 8(1)(l) and 8(1)(m) shall be one hundred sixty (160) hours.
  - (o) Any member who is off duty due to a compensable injury in a period when his annual leave normally falls due shall take his annual leave upon return to duty at such time or times to be approved by the Chief Constable, except where otherwise mutually agreed between the member and the Chief Constable.
2. A member may request payment for up to five (5) days in lieu of vacation, subject to the approval of the Chief Constable.
3. (a) Notwithstanding Subsection (1) above, a member shall not earn vacation while on unpaid leave in excess of thirty (30) consecutive days, or if in receipt of Long Term Disability benefits on January 1st of any year, or if on Workers Compensation benefits in excess of six (6) consecutive months.

- (b) The members vacation entitlement shall be pro-rated from the date of his return to work from said unpaid leave, Long Term Disability or Workers Compensation as described in Subsection (a) above.
4. Annual Leave means:
- (a) any single day booked as annual leave.
  - (b) block annual leave.
  - (c) regular days off preceding and following block annual leave.
  - (d) regular days off preceding and following block leave comprised of annual leave and statutory leave where the statutory leave is booked on a statutory holiday.

#### **ARTICLE 9: STATUTORY HOLIDAYS**

1. (a) Members covered by this Agreement shall be compensated for the following Statutory Holidays:
- |                      |                  |
|----------------------|------------------|
| New Year's Day       | Labour Day       |
| Good Friday          | Thanksgiving Day |
| Easter Monday        | Remembrance Day  |
| Victoria Day         | Christmas Day    |
| Canada Day           | Boxing Day       |
| British Columbia Day |                  |
- by being granted a total of eighty-eight (88) hours of leave with pay in addition to the annual leave as provided in the Agreement, the date of such leave to be subject to the approval of the Chief Constable.
- (b) In addition, members on duty on Statutory Holidays will receive credit equal to time worked, according to the shift schedule attached, to be taken in cash, or as time off, subject to the accrual limit outlined in Section 10 (2).
2. In the event of any public holiday being proclaimed by the Municipality of Saanich, the Province of British Columbia or the Dominion of Canada, the members shall be compensated for such holiday by an allowance of eight (8) hours of leave with pay for each such holiday proclaimed, to be taken as directed by the Chief Constable. This includes any special holiday given to the Municipal Hall staff by Saanich Council.
3. (a) Members scheduled to work but who request not to work on a Statutory Holiday, shall be deducted in the amount of the number of hours equal to the number of hours taken off with pay.

- (b) In the event the member lacks banked hours, deductions referred to above shall be mutually arranged between the member and the Chief Constable.
4. For the purpose of this section, “member” shall mean an employee of the Police Board covered by this Collective Agreement who is appointed as a municipal constable pursuant to Section 26 of the Police Act.
- (a) The Chief Constable, at his discretion, may reduce staffing on a Statutory Holiday.
  - (b) Any such reduction of manpower shall first be determined on a voluntary basis and to the extent that insufficient members volunteer to take the Statutory Holiday off, the Chief or the shift supervisor may designate such additional number of members as may be required.
  - (c) The Board shall endeavour to ensure an equitable distribution of enforced time off on Statutory Holidays.
  - (d) A member who would ordinarily be scheduled to work on such Statutory Holiday but is ordered or volunteers to take the day off in accordance with the above, shall receive his normal salary but shall have his advanced Statutory Holiday time reduced by eight (8) hours, pursuant to Subsection 9 (3) (a).
5. Notwithstanding Subsection 9(1) above, a member shall not earn Statutory Holidays while on:
- (a) Paid sick leave, longer than six (6) consecutive months;
  - (b) Long Term Disability plan;
  - (c) Unpaid leave in excess of thirty (30) consecutive days;
  - (d) Workers’ Compensation in excess of six (6) consecutive months.

**ARTICLE 10: ELECTION RESPECTING PAY OR TIME OFF IN LIEU OF OVERTIME**

1. Subject to the provisions of Section 10(2) below respecting the accumulation of overtime, every member who is required to work overtime, or on a public holiday defined in Section 9(1), or who is entitled to compensation pursuant to Section 9(1), shall elect either to be paid for such work or public holiday, 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 of working the same and in respect of compensation pursuant to Section 9(1), the election shall be made as soon as reasonably possible.

2. The number of hours of overtime that a member may accumulate shall not exceed ninety-six (96). Where a member has accumulated overtime in excess of ninety-six (96) hours, he shall elect either to be paid for such excess overtime or take time off equivalent to the same as soon as possible after it has been earned.
3. 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 Board.
4. Floater hours may be accumulated to a maximum of forty-eight (48) hours with the approval of the Chief Constable, but all such hours must be taken off in the calendar year in which they are earned.

### **ARTICLE 11: HOURS OF WORK**

1. Notwithstanding anything else contained in the Agreement, in the event the Chief Constable, or his designate, is of the opinion that there exists a situation that poses a threat to public order and safety, the Chief Constable, or his designate, may advance or retard the posted hours of work for any member up to eight (8) hours, only for the period required to cope with such emergent circumstances and provided the following condition is complied with:
  - (a) The Chief Constable, or his designate, meets with the Association officials who are available on short notice to explain the circumstances and consult on the ramifications of such changes.
- 1.1 The Chief Constable, or his designate, may vary the days of work and leave, provided the total days worked over a twenty-eight (28) consecutive day period do not exceed sixteen (16), and provided:
  - (a) Where practical, each member shall have not less than two (2) consecutive days of leave in each seven (7) consecutive day period; and,
  - (b) Where emergent or abnormal circumstances preclude two (2) consecutive days of leave in any seven (7) consecutive day period the days of leave not taken as per Article 11(1.1)(a) above shall be taken in time off at a later date.
2.
  - (a) Hours of work shall be according to the schedules attached to this Agreement.
  - (b) It shall be understood that members shall report no less than fifteen (15) minutes prior to the commencement of their scheduled shift.
3. The Chief Constable, or his designate, shall reserve the right to call to duty any member at any time and that member shall be paid according to the provisions of this Agreement.

4. (a) (i) The Chief Constable, or his designate, may advance or retard the normal shift starting times of any member without penalty, for up to four (4) hours in either direction of the members' normal starting times as operational needs require.
  - (ii) The Chief Constable, or his designate, may advance the nightshift starting times of any patrol member without penalty, for up to six (6) hours for the purpose of conducting administrative or investigative duties (e.g. completing PDAs, conducting follow up inquiries or completing paperwork, to conclude outstanding files or diary dates).
  - (iii) The Chief Constable, or his designate, may advance or retard the normal shift starting times of any members without penalty for up to eight (8) hours, in either direction of the members normal starting times, with mutual consent of the Saanich Police Association, as operational needs require.
  - (b) When advancing or retarding shifts as per Article 11.4 the Chief Constable, or his designate, shall give twenty-four (24) hours notice and shall, subject to operational needs, attempt to seek volunteers prior to ordering any individual members to change the starting time of their shift. The provision for twenty-four (24) hours notice may be waived by an affected member.
5. The Chief Constable, or his designate, may assign any member to temporary other duties as operational needs arise and may require any such member to work in accordance with any component(s) (i.e.: hours per day, days of the week, etc.) of any of the schedules that are in the body of this agreement excluding any reference to an eight (8) hour shift, when applying to clauses (a), (b) and (d).

Other duties shall be defined as:

- (a) Task Force(s) or projects instituted on a temporary basis to investigate specific crime problems or major crime investigations of extended duration, and
- (b) Police coverage of special operational needs such as parades, official visits, planned public demonstrations and planned sporting events. This will also include coverage during days of the year that may require increased police resources such as Halloween and New Years Eve as well as events such as those associated with the start and end of the University of Victoria school year, and
- (c) When a member is required to attend court on a particular file or case for a period of two weeks or more for witness management or protection, file management or court testimony, and

- (d) Any other matter of police concern to which the parties agree this provision may apply.

In the absence of notice of ninety-six (96) hours for dates known in advance and twenty-four (24) hours for unplanned events, reassignment of a member to other duties shall be deemed to be a "call out" in respect of their first shift and the provisions of Article 7(3) shall apply.

- 6. The Chief Constable, or his designate, may assign any member to temporary other duties to accommodate the delivery of internal training programs and administrative needs and may require any such member to work in accordance with any component(s) (i.e., hours per day, days of the week, etc.) of any of the schedules that are in the body of this agreement, excluding any reference to an eight (8) hour shift.

Other duties shall be defined as:

- (a) Assignment of members to act as instructors for internal training programs for delivery to department members;
- (b) Assignment of members to work on Committees or projects such as Strategic Planning, Workload Studies, or similar;
- (c) Any other matter of interest to which the parties agree this provision may apply.

Any member assigned to temporary other duties will be given a minimum of thirty (30) days notice unless mutually agreed upon. Failure to provide thirty (30) days notice shall be deemed a call out under Article 7(3).

- 7. Any member absent from duty in excess of thirty (30) continuous calendar days, including, without limiting generality, Workers' Compensation Board, long term illness or disability, and leave of absence, shall for the purposes of administration revert to an eight (8) hour day, five (5) day week. Except in accordance with article 11 (8), this provision does not apply to vacation, statutory or accumulated leave.
- 8. Floater leave earned by any member on a nine (9) hour shift shall be taken off within two weeks of it being accumulated, as mutually agreed between the member and Division Commander concerned.
- 9. Any member commencing pre-retirement leave in excess of thirty (30) continuous calendar days, shall for the purposes of administration revert to an eight (8) hour day, five (5) day week.
- 10. Administrative Front Desk Constable
  - (a) The hours of work for the Administrative Front Desk Constable shall be: Monday to Friday dayshift, eight (8) hours per day.



- (b) It is agreed that the eight (8) hour shift associated to this position has no effect on any other shifts within the Collective Agreement.

**ARTICLE 12: MEDICAL, DENTAL AND INSURANCE BENEFITS, ETC.**

1. Dental Plan

The Board shall make available to all permanent members coverage in accordance with Schedule "C".

2. Group Life Insurance

(a) The Board shall maintain a Group Life Insurance Plan for permanent members which shall provide group life insurance coverage on the basis of two hundred percent (200%) of the member's current annual salary, calculated to the next highest one thousand dollars (\$1,000).

(b) Group Life Insurance coverage shall be provided from the 1st day of the month following date of employment.

3. Medical Services Plan

The Board shall make available to all permanent members coverage under the Medical Services Plan.

4. Extended Health Benefits Plan

(a) The Board shall make available to all permanent members:

- (i) coverage under the Extended Health Benefits Plan;
- (ii) vision care coverage to a maximum of four hundred dollars (\$400) per person in every two (2) year period;
- (iii) psychological counselling services coverage;
- (iv) orthotics to a maximum of four hundred dollars (\$400) per calendar year per family;
- (v) oral contraceptives;
- (vi) eye examinations in the amount of seventy-five dollars (\$75.00) every two (2) years;
- (vii) corrective eye surgery with a cap of fifteen hundred dollars (\$1500.00) per eye; and,

(viii) pay direct drug cards.

(b) The maximum lifetime coverage under Subsection 12(4)(a) shall be one million dollars (\$1,000,000).

5. Premium Cost Sharing

(a) The Board shall contribute one hundred percent (100%) of the monthly premium cost for Plan "A", Plan "B" and Plan "C" provided under Section 12(1) – Dental Plan.

(b) The Board shall contribute fifty percent (50%) of the monthly premiums and the member shall contribute, through a payroll deduction, fifty percent (50%) of the monthly premiums for the benefits provided under Section 12(2) Group Life Insurance.

(c) The Board shall contribute ten percent (10%) of the monthly premiums and the member, through payroll deduction, shall contribute ninety percent (90%) of the monthly premiums for the benefits provided under Section 12(3) - Medical Services Plan.

(d) (i) The member, through payroll deduction, shall contribute forty percent (40%) of the monthly premium for the benefits provided under Subsections 12 (4) (a) (i), (ii), (iv), (v), (vi), (vii), (viii) – Extended Health Benefits Plan excluding psychological counselling services.

(ii) The Board shall contribute sixty percent (60%) of the monthly premium for the benefits provided under Subsections 12 (4) (a) (i), (ii), (iv), (v), (vi), (vii), (viii) – Extended Health Benefits Plan excluding psychological counselling services.

(e) The Board shall contribute 100% of the monthly premiums for the benefits provided under section 12(4) (a) (iii) – psychological counselling services.

(f) Coverage under Extended Health Care is provided in conjunction with government-sponsored plans or programs, and is based on the presumption that the services or supplies currently payable under these plans will not be reduced or eliminated. If coverage of a service or supply under any government-sponsored plan or program is reduced or eliminated, the expenses which cease to be covered shall be the subject of negotiation between the parties as to their disposition.

6. An employee 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 months will be eligible to have that person covered as a spouse for the purposes of Medical Services, extended health and dental benefits and leaves related to family matters. This coverage includes dependents of the employee's same sex spouse.

**ARTICLE 13: MEMBERS' BENEFITS**

1. Sick Leave

(a) Applications for special leave or sick leave in excess of five (5) working days shall be referred to the Board with a certificate in support of such application and the Board may grant such application on the basis of the following schedule. Each application will be considered on its own merits. Nothing in this Article shall constitute a claim upon the Board for compensation in case the Board shall, or shall not, decide to grant the application.

(b) The Board reserves the right to require satisfactory proof of illness before any sick leave is granted.

(c) Leave for illness shall be granted in accordance with the following schedule:

To every member who has served less than one (1) year	Eight (8) working hours per completed month of service
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To every permanent member who has served over one (1) year and less than five (5) years	Ninety-six (96) working hours
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To every permanent member who has served over five (5) years and less than twenty (20) years	Three-hundred and forty-four (344) working hours
--	--

To every permanent member who has served over twenty (20) years	Five-hundred and twelve (512) working hours
---	---

The yearly sick leave entitlement set out above shall be advanced to employees on January 1st of each year of service.

(d) (i) The said sick leave schedule shall apply to all members. Effective January 1, 1986, the unused sick leave entitlement shall accrue and be available to the member at the rate of one hundred percent (100%) during the first five (5) years of employment, but in the sixth (6th) year and each year thereafter, the amount of accrual shall be fifty (50%) percent of the unused entitlement. The maximum accrual allowable to one member shall be one thousand and forty (1,040) working hours; and

(ii) Provided however, that in the event of any person covered by this Agreement contracting a reportable communicable disease in the course of, and in the discharge of his duty, he shall upon the recommendation of the Medical Health Officer, be granted sick leave in addition to that referred to herein and for that period of such

illness. In no event shall such illness exceed what, in the opinion of the Medical Health Officer, is a reasonable time.

- (iii) For the purpose of computation, odd hours shall accumulate.
- (e) A member may be requested to provide from his physician written advice as to his capabilities upon his return to work from a serious injury, accident or sickness.
- (f)
  - (i) In the event of the death of any permanent member who has been employed continuously for two (2) years, the Board shall grant to the immediate dependents of such member a sum equal to one (1) month's salary calculated at the rate to which he was entitled at the time of death, such sums to be in addition to any salary accrued to the credit of such member at the time of his death.
  - (ii) Members who have been employed less than two (2) years who are killed in the line of duty shall receive the same benefits except where negligence on the part of the deceased contributed to the death.
- (g) Retirement Gratuity
  - (i) Upon a member retiring after fifteen (15) years of continuous service, the Board shall grant a gratuity equal to his pay for:
    - one month; plus
    - a period equal to thirty percent (30%) of any accrued sick leave credit.
  - (ii) Upon a member retiring after twenty (20) years of continuous service, the Board shall grant a gratuity equal to his pay for:
    - one month; plus
    - a period equal to fifty percent (50%) of any accrued sick leave credit.

A member whose employment is terminated for cause, or who is required to resign, shall not be entitled to this gratuity.

- (iii) The gratuity referred to in Subsections 13(1)(g)(i) and (ii) shall be paid at the basic rate of pay of the member at the time of his retirement.
- (iv) In this Article "accrued sick leave" means the right to sick leave accumulated in accordance with Subsection 13(1)(d)(i) to a maximum of one thousand and forty (1,040) working hours and does not include any claim to additional sick leave granted only upon recommendation of the Medical Health Officer or to payment out of the Sick Leave Bank provided for in that Article.

- (h) For absences due to sickness or non-work-related injury extending beyond a member's normal sick leave entitlement, the provisions of the Sick Leave Bank, as detailed in Schedule "E", attached to this Agreement, shall apply.
- (i) Notwithstanding Subsection 13(1)(c) above, a member shall not earn sick leave while on unpaid leave in excess of thirty (30) consecutive days, or if in receipt of Long Term Disability benefits on his anniversary date and instead the member's sick leave entitlement shall be pro-rated from the date of his return to work.

## 2. Retirement and Termination

- (a) All members covered by this Agreement, other than cadets and civilian members, shall be required to retire on the anniversary of their sixtieth (60th) year. All cadets and civilian employees covered by this Agreement shall be required to retire on the anniversary of their sixty-fifth (65th) year. It is agreed, however, that the Board may temporarily rehire superannuated personnel at the Board's discretion, on the understanding that such rehiring will not prejudice promotions which would normally result from retirement on Superannuation.
- (b) After five (5) years' continuous service, unless employment is terminated for cause, an allowance equivalent to twelve (12) hours pay for each completed year of service will be paid.

## 3. Workers' Compensation and Sick Leave Payments

- (a) Where a member suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and he is entitled to compensation therefore under the Workers' Compensation Act, he shall not be entitled to use his sick leave credits for time lost by reason of any such disability.
- (b) Where a member suffers from a disease or illness, or incurs personal injury, and receives compensation therefore under the Workers' Compensation Act, the Board 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 Board for the period covered by the Workers' Compensation Board.
- (c)
  - (i) A member who commences an action or makes a claim against a third party for damages relating to an injury or illness for which the member was paid sick leave benefits shall include in his claim a claim for wage loss equal to the sick leave benefits so paid or projected to be paid, and the cost to the Board of continuing benefits coverage for the duration of such absence.
  - (ii) Where such claim is made to the courts, the member or his representative shall request the presiding judge, or judge and jury, to

specify the amount of any award which is attributable to the wage loss claim.

- (iii) Where a voluntary settlement with the third party is contemplated for an amount which is less than the full sick leave benefits paid, the member shall first obtain the approval of the Staff Development Officer, which approval shall not be unreasonably withheld. Such voluntary settlement shall specify the amount of the settlement which is attributable to the wage loss claim.
- (iv) The member shall reimburse the Board to the extent such wage loss is recovered from the third party, less those legal fees certified by the member's legal counsel as being attributable to proving the wage loss claim.

Where wage loss is reimbursed to a member by an insuring agency, such as the Insurance Corporation of British Columbia or the Workers' Compensation Board, then the member shall similarly pay to the Board the amount of the wage loss so received.

Upon being reimbursed pursuant to this Subsection, the Board shall reimburse the member's sick leave with the number of sick days equivalent thereto and any resultant gratuity days to which the member may be entitled, without regard to the legal fees deducted pursuant to paragraph one of this Subsection 13(3)(c)(iv).

- (v) Should a member not launch an action to recover lost wages, the Board reserves the right to launch an action on behalf of the member. The member shall cooperate with the Board.
- (vi) Failure to comply with this Subsection 13(3)(c) shall result in a member being obligated to pay back to the Board the full amount of the sick leave benefits paid in respect of the injury or illness.

#### 4. Indemnification of Members

Indemnification of members shall be in accordance with Schedule "F", attached to and forming an integral part of this Collective Agreement.

#### 5. Compassionate Leave

- (a) Emergency leave in the case of the death of member's wife, husband, common-law spouse, child, ward, brother, sister, parent, guardian, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or other relative if living in the member's household, may be granted without loss of pay for a period not to exceed four (4) working days.

- (b) Requests for leave under Subsections 13(5)(a) above shall be submitted to the Deputy Chief who will determine and approve the number of days required in each case.
- (c) A member who qualifies for emergency leave without loss of pay under Subsection 13(5)(a) above may be granted such leave when on annual vacation, if approved by the Deputy Chief. 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.

6. Death and Permanent Disability Plan

The Death and Permanent Disability Plan, as provided in Schedule "B", is attached to and forms an integral part of this Collective Agreement.

7. Incapacity of Members

In the event that a member is partially incapacitated as a result of an injury on duty, or illness, every reasonable effort shall be made to employ such a member in the Department or elsewhere in the Municipal Service. The rate of pay shall be the normal rate for the position occupied.

8. Superannuation

- (a) Members hired after January 1, 1996 shall commence contributions to the Superannuation Plan on the first of the month following the date of hire.
- (b) The Board agrees to contribute to the Annuity Fund of each member of the Association covered by the ordinary Superannuation Plan under the Pension (Municipal) Act an amount equal to two percent (2%) of the wages of such members, provided that such members contribute on their own behalf a further two percent (2%) of their wages over and above the minimum contribution required by the Pension (Municipal) Act.
- (c) In the event that any member resigns or is dismissed from the Department and is not entitled to receive a superannuation allowance, the monies paid by the Board on his behalf pursuant to this Section shall be returned to the Board. Provided however, that if any member is required to resign due to ill health or for some other reason beyond his control, and is not entitled to a pension as aforesaid, the Board may provide that such monies contributed by the Board on his behalf may be returned to the member, but the decision whether or not such monies shall be returned to the member, shall rest solely on the Board, and such decision shall be final.
- (d) This Section 13(8) shall not apply to cadets and civilian members.

9. Maternity Leave/Parental Leave

1. Maternity Leave

Non-probationary Police Department members who are pregnant are entitled to maternity leave with a supplemental unemployment benefit (SUB) as follows:

- (a) Application must be made not less than four (4) weeks prior to the commencement of the maternity leave.
- (b) Leave will be granted, covering pre-and post-natal time, for a period of up to 17 consecutive weeks.
- (c) The following benefits will continue in effect: medical, dental, extended health benefits and group life insurance. Accumulation of credits for vacation, sick leave and statutory holidays will be suspended pending return to work.
- (d) The member is required to provide medical evidence of the expected delivery date, at least six (6) weeks in advance. It is also her responsibility to provide written medical evidence of health during pregnancy while still at work, if requested to do so by the Board.
- (e) If the member returns to work immediately after the expiry of the authorized leave, she will retain her former position without loss of available benefits. The member is to provide one (1) month's notice of the date of returning to work. However, if the member encounters complications, the date of return to work may be extended by the Board. The member shall be deemed to have resigned if an application to return to employment is not made or she does not commence re-employment on the date agreed.
- (f) Medical complications of pregnancy will be covered by the existing sick leave provisions while the member remains at work.

2. Supplemental Unemployment Benefit (SUB)

- (a) Eighty percent (80%) of the current salary during the first two (2) weeks of the leave.
- (b) Thereafter, for a period of fifteen (15) weeks, the difference between eighty percent (80%) of the normal salary and the Employment Insurance maternity benefit to the member, ie: the combined weekly rate of Employment Insurance benefit and the supplemental unemployment benefit payments will not exceed eighty percent (80%) of the member's normal weekly earnings.



- (c) The member must apply for and be in receipt of Employment Insurance benefits to receive SUB except if non-receipt is due to:
- insufficient insured weeks to qualify for Employment Insurance.
  - serving the Employment Insurance waiting period.
  - entitlement to Employment Insurance exhausted.

Verification is required.

- (d) Members do not have a right to SUB payments except for supplementation of Employment Insurance benefits during the employment period as specified herein.  
NOTE: The SUB plan is effective upon approval of Human Resources Development Canada. There is no prior retroactivity.
- (e) SUB payments will be financed by the Board who will maintain a separate accounting of all such payments.
- (f) The Board will inform Human Resources Development Canada of any changes in the plan within thirty (30) days of the effective date of the change.
- (g) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced, or increased, by payments received under this plan.
- (h) The Board will meet all the conditions of the relevant sections of the Employment Insurance Regulations covering "Supplemental Unemployment Benefits (SUB) Plans".

### 3. Parental Leave

With six (6) weeks written notice, a member who requests parental leave is entitled to:

- (a) for a natural mother, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately following the end of the maternity leave.
- (b) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.
- (c) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child has been placed with the parent.

10. Benefits While on Long Term Disability

- (a) A member, during the qualification period, as well as while in receipt of Long Term Disability benefits, shall be considered to be on approved leave of absence. Such a member, including one engaged in rehabilitation employment with the Board, shall continue to be covered by the provisions of the Medical Services Plan, Extended Health Plan, Group Life Insurance and Dental Plan. While in receipt of Long Term Disability payments, contributions to Superannuation shall be waived and such status shall be reported to the Commissioner for Superannuation.
- (b) For recipients on Long Term Disability benefits, the premium cost-sharing for the above plans shall remain for the first two years while on Long Term Disability, after which the access to such benefits ceases unless the Long Term Disability recipient opts to continue benefit coverage by assuming the full premium costs of such benefits.

**ARTICLE 14: LEAVE OF ABSENCE**

1. Association Officials

- (a) Any member of the Association appointed to attend any convention on behalf of the Association may be granted leave of absence without pay, at the discretion of the Chief Constable. An executive officer of the Association shall be granted time off to attend meetings of the organization, at the discretion of the Chief Constable.
- (b) In the case of absence from duty of Association Officials, the following members may obtain permission from the Chief Constable and, on obtaining such permission, shall suffer no loss of pay by absenting themselves from duty in the following instances:
  - members of the Executive and any member of a committee (provided the total number excused does not exceed five (5) when it is necessary to confer with the Board regarding matters arising from this Agreement, provided, however, that two (2) designated officers of the negotiating committee shall not suffer loss in regular salary when conducting negotiations to renew this Agreement with the agent for the Board.
- (c) (i) Subject to operational needs, official representatives of the Association may be granted leaves of absences without salary or benefits, for the purpose of attending meetings, or transacting other business, in connection with matters affecting members of the bargaining unit. Officials requesting leave under this Article shall make their requests known in writing to the Chief Constable at least one (1) week in advance of such leave. The Chief Constable

reserves the right to approve all applications for leave under this Article.

- (ii) When leave is granted under Subsection 14(c)(i) above, the Board shall not make a deduction from the regular salary or benefits of the member(s) concerned, provided the Association reimburses the Board the amount of the salary and benefit costs within thirty (30) days from the date of such leave.

2. Member Leave of Absence

- (a) At the discretion of the Chief Constable, a member may be eligible for a leave of absence without pay when it is requested for good and sufficient reasons and when such absence does not interfere with the efficient operation of the Department.
- (b) If a position left vacant by a member's leave of absence is backfilled, the member returning from leave of absence may have his return to work delayed, providing the delay does not exceed ninety (90) days.
- (c) Upon a member returning from a leave of absence, he or she will return to the rank previously held, unless their rank status changes while on the leave of absence.
- (d) If a member's leave of absence is longer than ninety (90) days, seniority and increment eligibility will be prorated for the period of the leave of absence.
- (e) For the purposes of Article 13(1)(g)(i) and (ii) a member's service will be deemed continuous, subject to adjustment for the period of the absence.

**ARTICLE 15: GRIEVANCE AND ARBITRATION PROCEDURE**

- 1. Where a difference arises between the Association and the Board relating to the dismissal or discipline of a member, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, there shall be no stoppage of work; either party may initiate a grievance; and an earnest effort shall be made to settle the matter promptly in the manner prescribed in this Article.
- 2. Step1: The grievance shall be verbally discussed by the Deputy Chief and the Association Executive, within thirty (30) days of the time the action which caused the grievance comes to the attention of the grievant.
- 3. Should the Deputy Chief and the Association Executive be unable to resolve the grievance within forty-eight (48) hours, the grievance may forthwith proceed to Step 2.

4. Step 2: The grievance shall be submitted in writing to the Chief Constable who shall meet with the Association Executive.
5. If not resolved within ten (10) days, either party may forthwith submit the grievance to Step 3.
6. Step 3: Within ten (10) days of submitting the grievance to Step 3, the Chairman of the Board, one other member of the Board as designated by the Chairman, and the Chief Constable will meet the Association in an attempt to resolve the grievance.

If not resolved within fifteen (15) days of the date of the last meeting held under Step 3, either party may forthwith submit the grievance to arbitration as provided under Step 4.

7. Step 4: If possible the parties shall agree upon a single arbitrator who shall render a decision on the grievance.
8. If within seven (7) days the parties fail to agree upon an arbitrator, application may be made by either party to the Minister of Labour to appoint an arbitrator.
9. The findings of the arbitrator, or the resolution arrived at in Step 1, 2, or 3, shall be binding upon the parties to this Agreement.
10. All time limits in this Article shall be in calendar days and such time limits may be extended by the mutual consent of the parties provided such consent is reached prior to the expiry of the specified periods.
11. The parties shall share equally the fee and expenses for the arbitrator.

## **ARTICLE 16: TRAINING / WORK UNIT MEETINGS**

### 1. Training

For the purpose of this section, "member" shall mean an employee of the Police Board covered by this Collective Agreement who is appointed as a municipal constable pursuant to Section 26 of the Police Act.

- (a) The Board shall develop and implement training programs with a curriculum particular to the policies and procedures of the Department and the implementation of new legislation.
- (b) The implementation of these training programs may require the attendance of members who are off shift.
- (c) The provisions of Article 7 do not apply to members who are required to attend training on their off shift(s).

- (d) Any member attending a course or courses in excess of five (5) days shall for the purposes of administration revert to an eight (8) hour day, five (5) day week. At the conclusion of the modified schedule, in no case will the employee be entitled to additional compensation, nor will pay or leave credits be deducted to achieve the 40 hour weekly average.
- (e) Members who work a four day work week and are scheduled to attend a five day course will have their normal weekly shifts adjusted to accommodate the course. When a member attends on the fifth day of the course he or she will receive a day off in lieu ("a day for a day"). The lieu day will be scheduled and must be taken off within the 28 day schedule period.
- (f) Members who are required to attend training that is less than five days in duration, and on their off shift(s), and who are not provided at least 30 days advanced notice, shall receive compensatory time off in lieu of such time actually spent so attending, based on a factor of double time (2x); except those attending scheduled increment training in accordance with the provisions of this agreement. When the training on their off shift is a duration of up to four (4) hours, the member will receive an additional one (1) hour of lieu time off.
- (g) Members who are required to attend training that is less than five days in duration, who are provided at least 30 days notice, and who are required to attend training for up to four (4) hours on their off shift(s) shall receive compensatory time off in lieu of such time actually spent so attending, based on a factor of double time (2x) and an additional one (1) hour; members who are scheduled to attend training in excess of four (4) hours on their off shift(s) shall receive a day off in lieu equivalent to the hours worked on their regular shift ("day for a day") except those attending scheduled increment training in accordance with the provisions of this agreement.
- (h) Members who are required to attend training on their off shift(s) shall not receive cash payment for the time actually spent so attending.
- (i) A separate timekeeping system for the purpose of maintaining a record of each member's time spent attending training on his off shift(s) and such member's balance of compensatory time off shall be developed and maintained by the Board.
- (j) The compensatory time off earned in lieu of attending a training program on the off shift(s) shall be taken off at a time which is mutually agreeable to the Board and the member concerned, subject to the operational needs of the Board, but will be attempted to be within twenty-eight (28) days.
- (k) Where travel is required outside of regularly scheduled work hours, the following will apply: for a course occurring on the lower mainland or that

requires a short haul flight, e.g. Calgary, the member will receive 4 hours travel time in lieu; if the course requires more extensive travel, the member will receive a day off in lieu following the “day for a day” principle, except when in receipt of compensatory time as defined in Article 16 (e) and (g) and the travel is completed within the compensated hours.

2. Work Unit Meetings

- (a) Members who are requested to attend a scheduled work unit meeting, on their off shift(s) shall receive compensatory time off in lieu of such time actually spent so attending, based on a factor of double time (2X) and an additional one (1) hour.
- (b) Members shall be provided with as much notice as possible but in no case less than fifteen (15) days, unless mutually agreed upon. Failure to provide fifteen (15) days notice shall be deemed a call out under Article 7(3).
- (c) Members who are requested to attend a work unit meeting on their off shift(s) shall not receive cash payment for the time actually spent attending.
- (d) A separate time keeping system for the purpose of maintaining a record of each member’s time spent attending work group meetings will be maintained.
- (e) The compensatory time off earned in lieu of attending a work unit meeting on their off shift(s) shall be taken off at a time which is mutually agreeable to the Board and the member concerned, subject to operational needs of the Board but, in all cases, will be attempted to be within twenty-eight (28) days.

**ARTICLE 17: CIVILIAN MEMBERS**

- 1. (a) Telecoms Operators, Relief Telecom Operators and Equipment Officer are recognized as positions occupied by civilian members. Incumbents occupying these positions are members, and are covered by the Association’s certification.
- (b) Persons receiving remuneration for the purpose of training as Relief Telecoms Operators are not members of the Saanich Police Association and are not covered by this Collective Agreement except for the purpose of setting the rate of remuneration in accordance with Schedule “A”.
- 2. Civilian members are required to become and remain members of the Association pursuant to Article 3 of the Collective Agreement.
- 3. Telecoms Operators will be appointed Special Municipal Constables.
- 4. New civilian members shall serve a probationary period of six (6) months. Upon successful completion of the probationary period, they shall advance to the next

step of the salary range as set out in Schedule "A" attached to this Agreement. Relief Telecoms Operators will serve an hourly equivalent probationary period and upon successful completion, they shall advance to the next step of the salary range as set out in Schedule "A".

Thereafter, civilian members shall advance to the next step of the salary range as set out in Schedule "A" on their anniversary date or, in the case of Relief Telecoms Operators, upon the completion of the hourly equivalent of one year.

5. Telecoms Operators and Relief Telecoms Operators shall wear a uniform of a type determined by the Chief Constable.
6. The salary ranges of civilian members shall be as set out in Schedule "A" attached to this Agreement.
  - (a) An auxiliary employee shall be paid eleven percent (11%) of his gross earnings added to each pay cheque in lieu of Vacation (Article 8), Statutory Holidays (Article 9), Sick Leave (Article 13) and Members Benefits (Article 13).
7. Relief of Telecoms Operators shall be provided by personnel from the Telecoms Operator Relief Pool in the first instance. Where relief Telecoms Operator personnel are not available an on-duty Police Constable from Traffic or Patrol may be assigned this duty, staffing levels and operations permitting. If a requirement exists to use off duty, full time personnel, preference will be to relieve by civilian members. The rate paid to off duty Police Constables shall be step 5 of the Telecoms Operator rate (index 80), which may be taken in pay or time off.
8. Civilian members shall be covered by all provisions of the Collective Agreement, except:
  - (a) Relief Telecoms Operators, shall only be covered by provisions of the Collective Agreement that specifically apply.
9. Telecoms Operators who are fulfilling the duties and responsibilities of training new staff shall be paid an additional allowance of seven and one-half percent (7 ½%) of their hourly pay rate for each tour of duty or portion thereof.
10. Telecoms members (full time and relief) will not progress to Step 3 salary level until they have successfully completed the Dispatch training.

#### **ARTICLE 18: LABOUR/MANAGEMENT COMMITTEE**

1. (a) A Labour/Management Committee shall be formed comprised of the Chief and Deputy Chief, one member each from the Board and Personnel Services, and an equal number of representatives from the Association Executive.

- (b) The Labour/Management Committee shall meet as required, at the call of either party, in order to discuss issues of concern to either party.

#### **ARTICLE 19: TECHNOLOGICAL CHANGE**

1. Where the Board intends to introduce a technological change that affects the terms and conditions or security of the employment of a significant number of members to whom this Agreement applies, and alters the basis upon which the Collective Agreement was negotiated, the following procedure shall be applicable, that is to say:
2. Prior to so introducing, the Board shall notify the Association in writing. The Board shall give the Association ninety (90) days notice in writing of any contemplated technological change, and will meet with representatives of the Association not more than fifteen (15) days after such notice, to discuss the time, procedure and training necessary for the introduction of the contemplated change.
3. The Board agrees to provide facilities and sufficient time in order that the required number of Association members may become proficient in the operation of any process or equipment to meet the intent of this Article. The Association will co-operate and assist the Board by all reasonable means to obtain all economies to be derived from, and to efficiently operate, the said new process or equipment.
4. In the event of any dispute or difference between the parties hereto concerning the application, operation, interpretation or alleged violation of this Article the said dispute or difference shall be resolved without stoppage of work pursuant to the grievance procedure.

#### **ARTICLE 20: DISCIPLINARY ACTION, OUTSIDE EMPLOYMENT**

1. The Board shall not dismiss or discipline any member except for just and reasonable cause.
2. Whenever it is the intention of the Board to terminate the employment of a member, or to request his resignation, the Executive of the Association shall receive prior notification of and shall be allowed two (2) members present at the meeting where the member is terminated or the resignation is requested, and the reason for termination or resignation request shall be given in writing.
3. Any member who accepts employment with anyone other than the Board without first having written permission of the Chief Constable shall be subject to dismissal. The Chief Constable may require a member to discontinue such employment, subject to appeal to the Board.
4. Whenever a member is ordered to appear before the Board he may be accompanied by two members of the Executive of the Association, and/or legal counsel who shall have the right to represent such member at such meeting.



5. 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 through other employment during the period of his dismissal or suspension.
6. For the purposes of this Agreement, or the Police Act, a day of suspension shall be calculated on the basis of eight (8) hours per day.

#### **ARTICLE 21: NOTICES, CORRESPONDENCE, COPIES OF CONSTITUTION AND AGREEMENT**

1. The Association shall provide the Board and the Chief Constable with a list of members who are the elected officers or other official representatives of the Association and any changes thereto.
2. The Association shall have the right to post notices, approved by the Association, within buildings occupied by the Department in locations satisfactory to the Chief Constable.
3. The Association shall provide the Board and the Chief Constable current copies of the Constitution and Bylaws of the Association and all amendments thereto.
4. All correspondence arising between the parties in respect to matters arising out of this Agreement shall be conducted between the Secretary of the Association and the Board, except that any correspondence regarding amendments to this Agreement shall be conducted between the Secretary of the Association and the bargaining agent for the Board.

#### **ARTICLE 22: ADMINISTRATIVE REGULATIONS, NO WORK STOPPAGES**

1. The Management, control and direction of the members shall be vested exclusively with the Board, as will the making of rules and regulations which shall be complied with by all members, insofar as this does not conflict with this Collective Agreement, or any statutory regulations or requirement.
2. During the term of this Agreement there shall be no lockouts by the Board and no strikes by the Association and/or the members.

#### **ARTICLE 23: EXPENSES**

1. The past practice of paying the incidental expenses allowance shall continue to a maximum of twelve dollars (\$12.00) per member per night.

2. Members shall be compensated when authorized in advance by the Chief Constable for the use of their personal automobiles in the course of performing their duties, at a rate established and updated from time to time by the Board.
3. Members shall be paid a per diem allowance, authorized in advance by the Chief Constable, when they are required to perform their duties away from the Greater Victoria area with the result that they cannot take their meals at their normal home location. The rate for meal allowances shall be established and updated from time to time by the Board.
4. Members shall be paid for accommodation authorized in advance by the Chief Constable, when they are required to travel overnight outside of the Greater Victoria area with the result they cannot sleep at their normal residence, provided always that the member involved provides receipts for such accommodation acceptable to the Chief Constable.

#### **ARTICLE 24: PROBATION, PROMOTION AND PROGRESSION**

1. 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 (Blocks I, II and III at the Justice Institute) 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 Association. In the case where an extension is required, the Employer shall give written notice of the reasons for such extension to the Association 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

- (f) benefits and other perquisites referable to length of service shall date back to the date of employment.

2. Progression

For the purpose of this section, "member" shall mean an employee of the Police Board covered by this Collective Agreement who is appointed as a municipal constable pursuant to Section 26 of the Police Act.

- (a) Upon completion of 12 calendar months service satisfactory to the Employer following the date of acceptance as a Probationary member, or upon successful completion of the required basic training, whichever is later, a Probationary 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 Probationary member's first 12 calendar months service following the date of acceptance as a Probationary member is beyond the control of the Probationary member, the Employer shall grant the incremental increase to a pay level equal to that of Fourth Class rank retroactive to the first anniversary of the member's date of acceptance as a Probationary 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.
3. (a) Notwithstanding Sections 24(1) and 24(2) above, when a new member has a minimum of three (3) years previous police experience with a recognized civilian police force under the British Law system, and/or has completed a formal police training course, he may, upon producing satisfactory proof of such service and/or training to the Board, and at the Board's discretion, receive the pay of any of the rates ranging from the Probationary Constable's rate to the First Class Constable's rate, PROVIDED ALWAYS that such recruit shall in all other respects be treated as a Probationary Constable.
- (b) Any extension of the period of service in the probationary rank shall be in accordance with Section 24(1) above. It is agreed that such upgrading shall be for the purposes of pay only.

(c) Recognition of Previous Service

For the purpose of this section, “member” shall mean an employee of the Police Board covered by this Collective Agreement who is appointed as a municipal constable pursuant to Section 26 of the Police Act.

Members with recognized previous service with another accredited Police Service will have such service recognized for the purpose of indexing and vacation entitlement upon obtaining the rank of First Class Constable, or, upon being engaged as an exempt candidate. Members hired after the date of ratification will have their pay indexed based upon their previous service in accordance with all of the conditions of this article.

4. Increment Training/Qualification for Increments

- (a) (i) Members agree to attend two (2) scheduled unpaid internal training days, at ten (10) hours per day, in accordance with this agreement per year at no cost to the employer.
- (ii) The training will be arranged by Saanich Police and scheduled on a reasonable frequency.
- (b) (i) Eligibility for and maintaining pay indexing is contingent upon the attendance of the member at increment training in accordance with this agreement each year .
- (ii) A pay index shall be withheld if a member fails to attend the required increment training in accordance with this agreement for the calendar year. Such withholding shall be made at one increment level for each year. In extenuating circumstances a member’s index may continue at the discretion of the Chief Constable.
- (iii) Members attaining the pay index of 105% and subsequent increments must attend all of the scheduled increment training days in accordance with this agreement in each subsequent year to be eligible for further indexing. The training which applies to the index shall be determined by the Employer.
- (iv) A training day is ten (10) hours in duration.
- (v) A member having obtained the rank of Fourth Class Constable is required to attend scheduled increment training days in accordance with this agreement every year up to and including the tenth year of service.

**ARTICLE 25: SENIORITY**

1. Subject to (3) below, and required adjustments for periods of absence, seniority shall be defined as time in rank and the length of continuous permanent full-time service with the Employer. Seniority in the constable's rank shall only be subject to the length of continuous permanent full-time service with the Employer.
2. Employees shall accumulate seniority while on Workers' Compensation Board benefits, Long Term Disability benefits, and approved maternity/parental leaves.
3. Any member who resigns from the Department and is subsequently re-employed within one (1) year shall have their length of continuous permanent full-time service with the Employer determined by adjusting for the period of the absence.
4. Any member who resigns from the Department and is subsequently re-employed after a period of one (1) year or longer shall not receive credit for previous service.

**ARTICLE 26: VACANCIES**

1. Where any vacancy occurs in any of the organizational units of the Board, notice of such vacancy will be posted by distributing through the Part Order system or as mutually agreed to by the parties. A senior member will be given preference in filling any vacancy in any department of the Board, all other things and qualifications being equal.
2. Succeeding lower level vacancies resulting from a promotion may be covered by a single posting.
3. Any appointment of a member to a vacant position on a permanent basis shall be subject to six (6) months' probation and any extensions that may be required by the Chief Constable. At the end of such probationary period, the appointment shall be either confirmed or denied, and if denied, the reasons for denial shall be given to the person.

**ARTICLE 27: APPLICATION OF AGREEMENT TO POLICE CADETS**

1. The following Articles and Sections shall not apply to Police Cadets as members under this working Agreement: Section 6(1), Clothing Allowance; Section 13(8), Superannuation; Article 24, Probation, Promotion and Progression; and Article 28, Special Duty. Schedule "A", Salaries, applies as indicated therein.

2. The following will apply to Police Cadets only:

(a) Probationary Period

- (i) The probationary period shall be six (6) months and upon satisfactory completion, the first increment to Step 2 will be granted; the second increment to Step 3 will be considered upon completion of a further six (6) months' service (one (1) year from commencement date) and if services are satisfactory, will be granted. Thereafter, Step 4 and Step 5 will be considered on an annual basis.
  - (ii) Any Cadet commencing above Step 1 will be considered for his increment upon completion of his six (6) month probationary period and thereafter, other increments will be on an annual basis.
- (b) It is expressly agreed that whilst the said Schedule provides a minimum and maximum salary, the increments are to be earned by the members concerned before they are paid. The decision as to whether the increments are earned shall rest in the discretion of the Board either from personal observation or upon the recommendation of the officials in charge of the various Departments in which the members may be employed. If any member feels aggrieved in the matter of increments, it shall be the responsibility of such member to forward, in writing, to the Association the reasons for such grievance. If the Association feels the member concerned has a justifiable complaint and so notifies the Board, the Board hereby agrees that the matter will be dealt with under the grievance procedure as outlined in Article 15 of this Agreement.

**ARTICLE 28: SPECIAL DUTY**

1. Where possible, off duty members covered under this Agreement shall be assigned for duty at special functions, such as public gatherings, receptions, dances, etc., where Police Services are required and the following rates of pay for such duty shall apply:

Double time (2x) for each additional hour or part thereof with a minimum allowance of three (3) hours.

Christmas Eve, Christmas Day, Boxing Day, New Year's Eve, New Year's Day:

Double and one-half (2½) time for the first two (2) hours, double (2x) time for each additional hour or part thereof, with a minimum allowance of three (3) hours.

Above rates shall be at First Class Constable pay.

2. All requests for members for such special functions mentioned in Section 28(1) above shall be forwarded to the Chief Constable or the Deputy Chief Constable who shall assign such off duty members covered under this Agreement as are required. Payment for duties at such functions will be made direct to the Corporation and the Corporation will, in turn, reimburse the members concerned in accordance with the scale contained herein.

### **ARTICLE 29: DISPOSITION OF EMPLOYMENT INSURANCE REBATE**

The Board shall register its Sick Leave Plan with Human Resources Development Canada for premium reduction purposes. The Association shall be notified of the premium reduction which shall be disposed of in a manner mutually agreeable to the parties.

If there is no agreement of the disposition of the premium rebate, it shall be rebated directly to the employer and the members.

### **ARTICLE 30: PARKING**

The Employer agrees to provide parking at no charge as it currently exists in the Municipal Complex parking lot.

### **ARTICLE 31: SAVINGS CLAUSE**

#### **1. Articles Held Invalid**

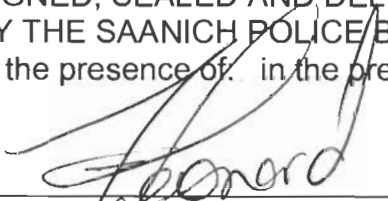
If an Article or Section of this agreement or any of the riders hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been valid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

#### **2. Negotiations for Replacement of Articles Held Invalid**

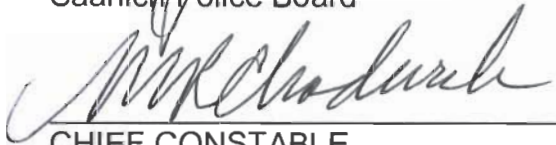
In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 15, Arbitration Procedure.

IN WITNESS WHEREOF the parties have hereunto set the hands and seals of their officers duly appointed in that behalf this 20<sup>th</sup> day of OCTOBER, 2011, in the City of Victoria, Province of British Columbia.

SIGNED, SEALED AND DELIVERED  
BY THE SAANICH POLICE BOARD,  
in the presence of: in the presence of:



CHAIRMAN  
Saanich Police Board



CHIEF CONSTABLE

SIGNED, SEALED AND DELIVERED  
BY THE SAANICH POLICE ASSOCIATION,



PRESIDENT  
Saanich Police Association



VICE-PRESIDENT  
Saanich Police Association



SECRETARY  
Saanich Police Association



**SCHEDULE A**

**SCHEDULE A  
SAANICH POLICE SALARY SCHEDULE – April 1, 2010**

POLICE CONTRACT	INDEX	April 1, 2010 (1.5%)		
		ANNUAL	MONTH	HOUR
Probationary Constable I and II	70	56,184	4,682	26.92
Constable 4 <sup>th</sup> Class	75	60,204	5,017	28.85
Constable 3 <sup>rd</sup> Class	80	64,212	5,351	30.77
Constable 2 <sup>nd</sup> Class	90	72,240	6,020	34.61
Constable 1 <sup>st</sup> Class	100	80,268	6,689	38.46
Constable 1 <sup>st</sup> Class - 10 <sup>th</sup> Year, Qualified	105	84,288	7,024	40.38
Constable 1 <sup>st</sup> Class - 15 <sup>th</sup> Year, Qualified	110	88,296	7,358	42.31
Constable 1 <sup>st</sup> Class - 20 <sup>th</sup> Year, Qualified	115	92,316	7,693	44.23
Sergeant	120	96,324	8,027	46.15
Sergeant - 3 <sup>rd</sup> Year, Qualified	125	100,344	8,362	48.08
Sergeant - 6 <sup>th</sup> Year, Qualified	130	104,352	8,696	50.00
Staff Sergeant	135	108,360	9,030	51.92
Staff Sergeant - 3 <sup>rd</sup> Year, Qualified	140	112,368	9,364	53.84
Police Cadet				
Step 1		35,292	2,941	16.91
Step 2		37,164	3,097	17.81
Step 3		39,120	3,260	18.74
Step 4		41,184	3,432	19.73
Step 5	54	43,344	3,612	20.77
Telecoms Operator				
Step 1		52,296	4,358	25.06
Step 2		55,056	4,588	26.38
Will not progress to Step 3 until successful completion of Dispatch training				
Step 3		57,948	4,829	27.76
Step 4		60,996	5,083	29.22
Step 5	80	64,212	5,351	30.77
Equipment Officer				
Step 1		49,032	4,086	23.49
Step 2		51,624	4,302	24.73
Step 3		54,336	4,528	26.03
Step 4		57,192	4,766	27.40
Step 5	75	60,204	5,017	28.85
Relief Telecoms Operator Training Wage				14.00

Where Index is used for positions with Steps, Index is applied to Step 5, with each lower Step 5% less using monthly rate.

**SCHEDULE A**  
**SAANICH POLICE SALARY SCHEDULE – October 1, 2010**

POLICE CONTRACT	INDEX	October 1, 2010 (1.45%)		
		ANNUAL	MONTH	HOUR
Probationary Constable I and II	70	57,000	4,750	27.31
Constable 4 <sup>th</sup> Class	75	61,080	5,090	29.27
Constable 3 <sup>rd</sup> Class	80	65,148	5,429	31.21
Constable 2 <sup>nd</sup> Class	90	73,284	6,107	35.11
Constable 1 <sup>st</sup> Class	100	81,432	6,786	39.02
Constable 1 <sup>st</sup> Class - 10 <sup>th</sup> Year, Qualified	105	85,512	7,126	40.97
Constable 1 <sup>st</sup> Class - 15 <sup>th</sup> Year, Qualified	110	89,580	7,465	42.92
Constable 1 <sup>st</sup> Class - 20 <sup>th</sup> Year, Qualified	115	93,660	7,805	44.88
Sergeant	120	97,716	8,143	46.82
Sergeant - 3 <sup>rd</sup> Year, Qualified	125	101,796	8,483	48.77
Sergeant - 6 <sup>th</sup> Year, Qualified	130	105,864	8,822	50.72
Staff Sergeant	135	109,932	9,161	52.67
Staff Sergeant - 3 <sup>rd</sup> Year, Qualified	140	114,000	9,500	54.62
Police Cadet				
Step 1		35,808	2,984	17.16
Step 2		37,704	3,142	18.07
Step 3		39,684	3,307	19.01
Step 4		41,784	3,482	20.02
Step 5	54	43,968	3,664	21.07
Step 1		53,052	4,421	25.42
Telecoms Operator				
Step 2		55,860	4,655	26.76
Will not progress to Step 3 until successful completion of Dispatch training				
Step 3		58,788	4,899	28.17
Step 4		61,884	5,157	29.65
Step 5	80	65,148	5,429	31.21
Equipment Officer				
Step 1		49,740	4,145	23.83
Step 2		52,368	4,364	25.09
Step 3		55,128	4,594	26.41
Step 4		58,020	4,835	27.80
Step 5	75	61,080	5,090	29.27
Relief Telecoms Operator Training Wage				14.00

Where Index is used for positions with Steps, Index is applied to Step 5, with each lower Step 5% less using monthly rate.

**SCHEDULE A**  
**SAANICH POLICE SALARY SCHEDULE – April 1, 2011**

POLICE CONTRACT	INDEX	April 1, 2011 (1.5%)		
		ANNUAL	MONTH	HOUR
Probationary Constable I and II	70	57,852	4,821	27.72
Constable 4 <sup>th</sup> Class	75	61,992	5,166	29.70
Constable 3 <sup>rd</sup> Class	80	66,120	5,510	31.68
Constable 2 <sup>nd</sup> Class	90	74,388	6,199	35.64
Constable 1 <sup>st</sup> Class	100	82,656	6,888	39.60
Constable 1 <sup>st</sup> Class - 10 <sup>th</sup> Year, Qualified	105	86,796	7,233	41.59
Constable 1 <sup>st</sup> Class - 15 <sup>th</sup> Year, Qualified	110	90,924	7,577	43.56
Constable 1 <sup>st</sup> Class - 20 <sup>th</sup> Year, Qualified	115	95,064	7,922	45.55
Sergeant	120	99,180	8,265	47.52
Sergeant - 3 <sup>rd</sup> Year, Qualified	125	103,320	8,610	49.50
Sergeant - 6 <sup>th</sup> Year, Qualified	130	107,448	8,954	51.48
Staff Sergeant	135	111,576	9,298	53.46
Staff Sergeant - 3 <sup>rd</sup> Year, Qualified	140	115,716	9,643	55.44
Police Cadet				
Step 1		36,348	3,029	17.42
Step 2		38,268	3,189	18.34
Step 3		40,284	3,357	19.30
Step 4		42,408	3,534	20.32
Step 5	54	44,628	3,719	21.38
Step 1		53,844	4,487	25.80
Telecoms Operator				
Step 2		56,700	4,725	27.17
Will not progress to Step 3 until successful completion of Dispatch training				
Step 3		59,664	4,972	28.59
Step 4		62,808	5,234	30.09
Step 5	80	66,120	5,510	31.68
Equipment Officer				
Step 1		50,484	4,207	24.19
Step 2		53,148	4,429	25.46
Step 3		55,956	4,663	26.81
Step 4		58,896	4,908	28.22
Step 5	75	61,992	5,166	29.70
Relief Telecoms Operator Training Wage				14.00

Where Index is used for positions with Steps, Index is applied to Step 5, with each lower Step 5% less using monthly rate.

**SCHEDULE A**  
**SAANICH POLICE SALARY SCHEDULE – October 1, 2011**

POLICE CONTRACT	INDEX	October 1, 2011 (1.45%)		
		ANNUAL	MONTH	HOURLY
Probationary Constable I and II	70	58,692	4,891	28.12
Constable 4 <sup>th</sup> Class	75	62,892	5,241	30.13
Constable 3 <sup>rd</sup> Class	80	67,080	5,590	32.14
Constable 2 <sup>nd</sup> Class	90	75,468	6,289	36.16
Constable 1 <sup>st</sup> Class	100	83,856	6,988	40.18
Constable 1 <sup>st</sup> Class - 10 <sup>th</sup> Year, Qualified	105	88,056	7,338	42.19
Constable 1 <sup>st</sup> Class - 15 <sup>th</sup> Year, Qualified	110	92,244	7,687	44.20
Constable 1 <sup>st</sup> Class - 20 <sup>th</sup> Year, Qualified	115	96,444	8,037	46.21
Sergeant	120	100,620	8,385	48.21
Sergeant - 3 <sup>rd</sup> Year, Qualified	125	104,820	8,735	50.22
Sergeant - 6 <sup>th</sup> Year, Qualified	130	109,008	9,084	52.23
Staff Sergeant	135	113,196	9,433	54.24
Staff Sergeant - 3 <sup>rd</sup> Year, Qualified	140	117,396	9,783	56.25
Police Cadet				
Step 1		36,876	3,073	17.67
Step 2		38,820	3,235	18.60
Step 3		40,872	3,406	19.58
Step 4		43,020	3,585	20.61
Step 5	54	45,276	3,773	21.69
Step 1		54,624	4,552	26.17
Telecoms Operator				
Step 2		57,528	4,794	27.56
Will not progress to Step 3 until successful completion of Dispatch training				
Step 3		60,528	5,044	29.00
Step 4		63,720	5,310	30.53
Step 5	80	67,080	5,590	32.14
Equipment Officer				
Step 1		51,216	4,268	24.54
Step 2		53,916	4,493	25.83
Step 3		56,772	4,731	27.20
Step 4		59,748	4,979	28.63
Step 5	75	62,892	5,241	30.13
Relief Telecoms Operator Training Wage				14.00

Where Index is used for positions with Steps, Index is applied to Step 5, with each lower Step 5% less using monthly rate.

**SCHEDULE A**  
**SAANICH POLICE SALARY SCHEDULE – April 1, 2012**

POLICE CONTRACT	INDEX	April 1, 2012 (1.25%)		
		ANNUAL	MONTH	HOUR
Probationary Constable I and II	70	59,424	4,952	28.47
Constable 4 <sup>th</sup> Class	75	63,684	5,307	30.51
Constable 3 <sup>rd</sup> Class	80	67,920	5,660	32.54
Constable 2 <sup>nd</sup> Class	90	76,416	6,368	36.61
Constable 1 <sup>st</sup> Class	100	84,900	7,075	40.68
Constable 1 <sup>st</sup> Class - 10 <sup>th</sup> Year, Qualified	105	89,160	7,430	42.72
Constable 1 <sup>st</sup> Class - 15 <sup>th</sup> Year, Qualified	110	93,396	7,783	44.75
Constable 1 <sup>st</sup> Class - 20 <sup>th</sup> Year, Qualified	115	97,644	8,137	46.78
Sergeant	120	101,880	8,490	48.81
Sergeant - 3 <sup>rd</sup> Year, Qualified	125	106,128	8,844	50.85
Sergeant - 6 <sup>th</sup> Year, Qualified	130	110,376	9,198	52.88
Staff Sergeant	135	114,612	9,551	54.91
Staff Sergeant - 3 <sup>rd</sup> Year, Qualified	140	118,860	9,905	56.95
Police Cadet				
Step 1		37,332	3,111	17.89
Step 2		39,300	3,275	18.83
Step 3		41,388	3,449	19.83
Step 4		43,560	3,630	20.87
Step 5	54	45,840	3,820	21.96
Telecoms Operator				
Step 1		55,308	4,609	26.50
Step 2		58,248	4,854	27.91
Will not progress to Step 3 until successful completion of Dispatch training				
Step 3		61,284	5,107	29.36
Step 4		64,512	5,376	30.91
Step 5	80	67,920	5,660	32.54
Equipment Officer				
Step 1		51,852	4,321	24.84
Step 2		54,588	4,549	26.15
Step 3		57,480	4,790	27.54
Step 4		60,492	5,041	28.98
Step 5	75	63,684	5,307	30.51
Relief Telecoms Operator Training Wage				14.00

Where Index is used for positions with Steps, Index is applied to Step 5, with each lower Step 5% less using monthly rate.

**SCHEDULE A**  
**SAANICH POLICE SALARY SCHEDULE – December 31, 2012**

POLICE CONTRACT	INDEX	December 31, 2012 (1.3%)		
		ANNUAL	MONTH	HOUR
Probationary Constable I and II	70	60,192	5,016	28.84
Constable 4 <sup>th</sup> Class	75	64,512	5,376	30.91
Constable 3 <sup>rd</sup> Class	80	68,808	5,734	32.97
Constable 2 <sup>nd</sup> Class	90	77,412	6,451	37.09
Constable 1 <sup>st</sup> Class	100	86,004	7,167	41.21
Constable 1 <sup>st</sup> Class - 10 <sup>th</sup> Year, Qualified	105	90,324	7,527	43.28
Constable 1 <sup>st</sup> Class - 15 <sup>th</sup> Year, Qualified	110	94,608	7,884	45.33
Constable 1 <sup>st</sup> Class - 20 <sup>th</sup> Year, Qualified	115	98,916	8,243	47.39
Sergeant	120	103,200	8,600	49.45
Sergeant - 3 <sup>rd</sup> Year, Qualified	125	107,508	8,959	51.51
Sergeant - 6 <sup>th</sup> Year, Qualified	130	111,816	9,318	53.57
Staff Sergeant	135	116,100	9,675	55.63
Staff Sergeant - 3 <sup>rd</sup> Year, Qualified	140	120,408	10,034	57.69
Police Cadet				
Step 1		37,812	3,151	18.12
Step 2		39,816	3,318	19.08
Step 3		41,928	3,494	20.09
Step 4		44,124	3,677	21.14
Step 5	54	46,440	3,870	22.25
Telecoms Operator				
Step 1		56,028	4,669	26.84
Step 2		59,004	4,917	28.27
Will not progress to Step 3 until successful completion of Dispatch training				
Step 3		62,076	5,173	29.74
Step 4		65,352	5,446	31.31
Step 5	80	68,808	5,734	32.97
Equipment Officer				
Step 1		52,524	4,377	25.17
Step 2		55,296	4,608	26.49
Step 3		58,224	4,852	27.90
Step 4		61,284	5,107	29.36
Step 5	75	64,512	5,376	30.91
Relief Telecoms Operator Training Wage				14.00

Where Index is used for positions with Steps, Index is applied to Step 5, with each lower Step 5% less using monthly rate.

**SCHEDULE B**

**DEATH AND PERMANENT DISABILITY PLAN**

If a member of the Department is killed or totally disabled as a result of the performance of his duties, as defined herein, then the following shall apply:

1. If the member is killed, the surviving spouse shall be paid the full pay such member would have been paid under this Agreement had he not been killed, such payment to continue until such time as the surviving spouse remarries or until the date that the deceased member would have been entitled to full and compulsory pension retirement had he not been killed, whichever date shall first occur; provided:
  - (a) if a deceased member's spouse should die while being entitled to the benefits described in Section 1 above and if there are children of the marriage under the age of nineteen (19) years, then the estate of the deceased member would retain the benefits described in Section 1 above and administer that benefit in a fair and equitable manner pursuant to the terms of any will of the deceased member or in accordance with the direction of the Court of competent jurisdiction until such time as the youngest child of the deceased member reaches the age of nineteen (19) years; and that,
  - (b) any Workers' Compensation, Canada Pension or Employer Pension or any pension or annuity not personally contracted for by the deceased or surviving spouse or family or Criminal Injuries Compensation Award that is paid or awarded by reason of the member's death shall, upon being paid or awarded, be paid or assigned to the Board by the surviving spouse, or such other equivalent arrangements as may be mutually agreed upon by the parties; and that,
  - (c) at the date upon which the member would have been compulsorily retired had he not been killed, the surviving spouse, providing he or she has not remarried, or is not living in the state of cohabitation, shall receive an amount equal to the pension, administered by the Commissioner of Municipal Superannuation, which he or she would have been entitled to had the member died subsequent to his retirement.
  - (d) Notwithstanding the foregoing provisions, a cash settlement in lieu of the foregoing may be agreed upon by the surviving spouse and the Corporation.
  - (e) Where a member is disabled or killed in the course and scope of his employment with the Department as a direct result of the performance of the member's sworn duties as a peace officer, which include:
    - the preservation of life and property; or
    - the pursuit or apprehension of an offender or suspected offender; or
    - enforcement of the law or the maintenance of the peace; or
    - the detection of crime; or
    - while engaged in assigned police training or other courses of training approved or authorized by the Chief Constable or the Board;

The Board shall pay to the member, if disabled, or to the member's spouse or dependent children, if killed, the member's full pay under the terms and conditions hereinafter set out provided that the disability or death of the member was not due to the member's own gross disregard of his duty or was not self-inflicted.

2. If a member is totally disabled and can no longer be employed he shall be paid his full pay under the terms of this Agreement as if his employment had not been terminated until such time as the member would be entitled to full and compulsory retirement; provided that:
  - (a) any Workers' Compensation Pension, Canada Pension or other pension or annuity or Municipal Superannuation Pension or Board sickness and accident plan payments not personally contracted for by the member or his family or any Criminal Injuries Compensation Award shall be paid, assigned or delivered to the Board by the member, or such other equivalent arrangements as may be mutually agreed upon by the parties; and that,
  - (b) if a member recovers, is gainfully employed or receives remuneration therefrom which is less than he would be entitled to receive under this agreement, such amount together with any monies derived from Subsection 2(a) above shall be paid, assigned or delivered to the Board by the member, or such other equivalent arrangements which may be mutually agreed upon by the parties hereto; and that,
  - (c) if the member recovers, is gainfully employed and receives remuneration from said employment which is in excess of that which he would be entitled to be paid under the terms of this Agreement, the responsibility of the Board under this clause shall cease.
  - (d) The amount of pay referred to in Subsection 2(b) above and the amount of full pay referred to in Sections 1 and 2 of this Schedule shall be determined by the parties to this Agreement, and in making this determination of the gross pay of the member involved shall be reduced by the normal deductions for Canada Pension Plan, Income Tax, according to the member's exemptions, or in the case of a deceased member, according to the surviving spouse's exemptions, and such other deductions as the parties may determine.
3. (a) The Payment of disability benefits under this Schedule shall be conditional upon the disabled member:
  - (i) applying for and pursuing all statutory benefits for which he is eligible or for which he may become eligible as a result of such disability;
  - (ii) cooperating in all respects with the Board in pursuing any civil actions available to him as a result of the incident giving rise to his disability;
  - (iii) taking, and continuing to take during the period of his disability, reasonable steps to find alternate gainful employment for which he is



reasonably suited or for which he may become reasonably suited.

- (b) To the extent the Board pays benefits under this Schedule, the Board assumes the rights and remedies the member may have against another party liable to the member for his loss of wages, and, if the member does not commence an action, then the Board may bring action in the name of the member to enforce such rights. This does not include any claims for damages other than for loss of wages. If the member does commence an action, any payments received in respect of lost present and future earnings shall be remitted to the Board.

**SCHEDULE C**

**DENTAL PLAN**

**PLAN A: 100% APPROVED CHARGES**

1. **Diagnostic Services**

All necessary procedures to assist the dentist in evaluating the existing conditions to determine the required dental treatment, including:

Oral Examinations

Consultations

X-rays (complete mouth X-rays will be covered only once in a 3 year period)

2. **Preventive Services**

All necessary procedures to prevent the occurrence of oral disease, including:

Cleaning and Scaling

Topical Application of Fluoride

Space Maintainers

3. **Surgical Services**

All necessary procedures for extractions and other surgical procedures normally performed by a dentist.

4. **Restorative Services**

All necessary procedures for filling teeth with amalgam, synthetic porcelain, and stainless steel crowns. Gold inlays or onlays will be provided as a filling material only when teeth, in the professional opinion of a dentist, cannot be restored with any of the above materials. Gold foil will be provided only in cases of repair to pre-existing restorations.

5. **Prosthetic Repairs**

All necessary procedures required to repair or reline fixable or removable appliances.

6. **Endodontics**

All necessary procedures required for pulpal therapy and root canal filling.

7. **Periodontics**

All necessary procedures for the treatment of tissues supporting the teeth.

AVAILABLE PROVIDED ALL PERSONS ENROLLED  
UNDER PLAN A PARTICIPATE

PLAN B: 70% APPROVED CHARGES  
PROSTHETIC APPLIANCES AND CROWN AND BRIDGE PROCEDURES

Available at extra premium, only if the basic Plan A is provided.

- (a) Crowns and Bridges.
- (b) Partial and/or complete dentures, but not more than once in five (5) years.
- (c) Dentures lost, broken or stolen will not be replaced.

PLAN C: 80% APPROVED CHARGES - ORTHODONTICS

1. Dental Plan C coverage shall provide for an eighty percent (80%) rebate of Plan C dental work which is performed on Association members, their spouses and dependant children under the age of twenty-one (21), with a four thousand dollar (\$4,000) lifetime maximum for each such insured individual. The terms of the Plan established with the carrier shall apply to such coverage.

**SCHEDULE D**

**HOURS OF WORK SCHEDULES  
SAANICH POLICE DEPARTMENT**

DIVISION	SECTION	RANK/POSITION	NO. OF HOURS PER DAY	NO. OF DAYS PER WEEK	DAYS OF WORK	HOURS OF WORK	FLOATER LEAVE ACCUMULATION
ADMINISTRATION DIVISION	Admin.	Staff Sergeant	9	5	M-F	0700-1600	1 hr./day
		Equipment Off.	8	5	M-F	0600-1400	
	Commun.	Sergeant	9	5	M-F	0700-1600	1 hr./day
PSAP		Sergeant	9	5	M-F	0800-1700	1 hr./day
STAFF DEVELOPMENT	Staff Dev.	Staff Sergeant / Sergeant	10	4	M-Th/Tu-F	0800- 1800	
DETECTIVE DIVISION		Staff Sergeant	9	5	M-F	0700-1600	1 hr./day
	Financial Crimes		10	4	M-Th/Tu-F	0800-1800	
	General Invest.		10	See sample shift (1), below		0800-1800 (D)	
	Ident.		10	4	M-Th/Tu-F	0730-1630	
	Youth Invest.	Sergeant / Constables	10	See sample shift (4), below		0800-1800 (D) 1400-2400 (A)	
	Family Protection Unit	Sergeant/ Constables	10	4	M-Thu/Tu-F	0800-1800	
UNIFORM DIVISION	Platoons*		12	See sample shift (2), below		0700-1900 (D) 1900-0700 (N)	8 hrs./28 days
	Community Liaison	Staff Sergeant / Sergeant	9	5	M-F	0730-1630	1 hr./day
	Traffic**	Staff Sergeant / Sergeant	10	4	M-Th/Tu-F	0800-1800	
		Constables		See sample shift (10), below			
	Crime Prevention	Crime Prev. Off.	10	4	M-Th	0700-1700	
	Schools		9	5	M-F	0730-1630	1 hr./day

\* Four Platoons of: 1 Staff Sergeant; 2 Sergeants; Patrol Constables; 2 Telecoms Operators.

\*\* Notwithstanding any other provisions in this Schedule "D", should the traffic control and enforcement objectives of the Unit warrant, the Board may modify the shift starting and stopping times. No change shall be made in the length of shifts (9 hrs/10 hrs) without the agreement of both parties.

(1) General Investigations Sample Shifts

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Officer 1			D							D							D									A		
Officer 2			D							D							A									D		
Officer 3			D									A					D									D		
Officer 4					A					D							D									D		

(2) Platoon Sample Shifts

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S			
Platoon 1	N							D	N					D	N					D	N					D	N				
Platoon 2			D		N							D	N					D	N					D	N					D	N
Platoon 3			D		N							D	N					D	N					D	N					D	N
Platoon 4					D	N						D	N					D	N					D	N					D	N

(3) Youth Investigations Sample Shifts

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Officer 1			D							A						D								A				
Officer 2					A							D						A						D				

(4) Family Protection Unit Sample Shifts

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Officer 1			D							D						D								D				
Officer 2			D							D						D								D				

(5) Crime Prevention Sample Shift

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Officer 1			D							D						D								D				

(6) School Liaison Sample Shift

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
Officer 1			D							D							D							D					

(7) Canine Unit Sample Shifts

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
Officer 1	N			N	N	N	A				D	N	N	A				D	N	N	A				D	N	N	A	
Officer 2			D	D			N	N	N	A				N	N	N	A				N	N	N	A				A	
Officer 3	D	N	N					D	D	N	N				D	D	N	N					D	D	N	N			N

Read line 1, then 2, and then 3 for rotation. A - to retain the current 2 hour shift variant.

(8) Mountain Bike Unit Sample Shifts

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Team 1		D	D	D	D					A	A	A	A			D	D	D	D					A	A	A	A	
Team 2			A	A	A	A			D	D	D	D					A	A	A	A			D	D	D	D		

D: 0800 - 1800 hours  
 A: 1200 - 2200 hours

Note: On sanctioned Departmental training days, hours of work will be changed from as noted in Schedule "D", to 0900 - 1900, to facilitate shift coverage.

(9) 9-1-1 Communications Sample Shifts

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
9-1-1 Telecoms Operator	M	M	M	M	M			M	M	M	M	M			M	M	M	M	M			M	M	M	M	M		
9-1-1 Telecoms Operator 1		A	A	A	A	A			D	D	D	D	D			A	A	A	A	A			D	D	D	D	D	
9-1-1 Telecoms Operator 2		D	D	D	D	D			A	A	A	A	A			D	D	D	D	D			A	A	A	A	A	

Note: 9-1-1 Telecoms Operator 2 (Accommodation)

M = Mornings (0700 - 1500 hours)

D = Days (1100 - 1900 hours)

A = Afternoons (1900 - 0300 hours)

(10) Traffic Safety Unit Sample Shifts

S/Sgt. = M-Th 0700-1700 Sgt. T-F 0700-1700 0700-1700		TRAFFIC SAFETY UNIT														Hit & Run /Dri Com M-Th															
Team 1 & 2 = D: 0700-1700, A: W-Th 1400-2400 F-S 1500-0100; Team 3 & 4 = D: 0700-1900, A: 1200-2400																															
DAY	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	FL	SD	
DATE																															
Staff Sergeant	D	D	D	D				D	D	D	D				D	D	D	D				D	D	D	D						
Sergeant		D	D	D	D				D	D	D	D				D	D	D	D				D	D	D	D					
Hit & Run/Driving Complaints	D	D	D	D				D	D	D	D				D	D	D	D				D	D	D	D						
Constable - Team 1			A	A	A	A			D	D	D	D					A	A	A	A			D	D	D	D					
Constable - Team 2		D	D	D	D					A	A	A	A			D	D	D	D						A	A	A	A			
Constable - Team 3	A	A	A			D	D	D	D						A	A	A				D	D	D	D							
Constable - Team 4	D	D						A	A	A			D	D	D	D									A	A	A			D	D



**SCHEDULE E**

**SICK LEAVE BANK**

The Sick Leave Bank provides for absence due to sickness or non-work-related injury extending beyond a member's normal entitlement. The Saanich Police Sick Leave Bank will operate as follows:

1. The Sick Leave Bank shall have a maximum of twenty-four hundred (2400) hours. This maximum shall not be exceeded at any time without the approval of the Saanich Police Sick Bank Committee.
2. On the first day of each calendar year, each member with five (5) or more years shall contribute twenty-four (24) hours from his normal sick leave allowance, until the maximum number of hours is accumulated in the bank. Should this accumulation be exhausted during that calendar year, additional allotments will be available upon the decision of the Sick Bank Committee.
3. The Sick Leave Bank will be brought up to its maximum hours on January 1<sup>st</sup> of each calendar year.
4. No payment from the Sick Leave Bank will be made by the Board without receipt of written recommendation from the Committee. Recommendations are to be made to the Chairman of the Saanich Police Sick Bank Committee.
5. The Saanich Police Sick Bank Committee shall consist of two (2) members appointed by the Saanich Police Association, one (1) member appointed by the Chief Constable, and one (1) member of Personnel Services. Meetings of the Sick Bank Committee will be chaired by the member from Personnel Services.
6. Sick time grants are not obligatory and applications may be denied. In coming to a decision, the Sick Bank Committee will give consideration to the immediate circumstances, past experience, and the availability to the applicant of other time off options, such as accumulated overtime or vacation time remaining.
7. 

<u>Anniversary Year</u>	<u>Sick Leave Bank Allotment</u>
After six months of employment and to the end of the third year	176 hours
After third year	352 hours
After fourth year and subsequent years	528 hours
8. No allotments from the Sick Leave Bank will be approved unless the member concerned has had six (6) months employment and has exhausted any current annual and accrued sick leave benefits. Additional restrictions may be imposed by the Sick Bank Committee, subject to the majority approval of both parties.
9. Members wishing to apply to the Saanich Police Sick Leave Bank shall do so, in writing, to one of the Committee members.

**SCHEDULE F**

**INDEMNIFICATION OF MEMBERS**

For the purposes of this Schedule, "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 Saanich Police Board or such other amount as may be agreed upon by solicitor and the Counsel in advance of legal fees being incurred.

1. (a) The employer will indemnify a member for the reasonable fees 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 his or her duties if the member:
  - (i) reasonably believes that the allegation may result in the initiation against him or her 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 member with the Employer before obtaining the advice if fees for only up to two hours services will be claimed.
- (c) 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.
- (d) If it is proven that the member did not act in good faith in the performance of the member's duties as Police Officer, the Association will indemnify the Employer for the amount properly paid by it pursuant to this subsection.
2. (a) If a member is named defendant in a civil action for damages arising from acts done in the performance, or attempted performance, in good faith of the member's duties as a police officer, the member shall be represented by counsel appointed by the Saanich Police Board and all necessary and reasonable legal costs and damage 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 a member's defence of a civil action and the Board's defence of a civil action, then the member may be represented by the member's own counsel with necessary and reasonable legal costs borne by the Board.

3. A member who is the subject of a public hearing pursuant to Part 9 of the Police Act arising from acts done in the performance, or attempted performance, in good faith of the member's duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing the member's interests at the hearing, UNLESS the public hearing is initiated by the member and the adjudicator determines that discipline is warranted, in which case the member shall not be indemnified unless the Board, in its discretion, determines that the member should be indemnified.
4. A member who appeals the decision of a disciplinary authority and requests a public hearing pursuant to Part 9 of the Police Act shall be indemnified for the necessary and reasonable legal costs incurred in respect of the appeal, ONLY WHERE the adjudicator rejects the decision of the disciplinary authority and determines that no discipline is warranted.
5. A member who causes the death of another person due to an act arising out of the performance or attempted performance, in good faith of the member's duties shall be indemnified for the necessary legal costs to represent the member at an inquest held pursuant to a Federal or Provincial Statute.
6. When a member desires to have a lawyer represent the member in a royal commission or proceedings not otherwise referred to in this Schedule, he may, prior to the commencement of the proceedings, request the Saanich Police Board to indemnify the member for all or a portion of the necessary and reasonable legal costs. Upon receiving such a request, the Board will afford the member 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 member such an opportunity, may, in its discretion, grant such request subject to conditions, or the Board may deny such request.
7. Notwithstanding the other provisions of the Schedule, 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 Act Code of Professional Conduct Regulations; for acts or omissions of members which did not arise in, or result from, circumstances peculiar to the execution of police duties; for actions which amount to wilful neglect or a gross dereliction of duty, or deliberate abuse of police power; or for wilful violation of a lawful order.
8. Notwithstanding the other provisions of this Schedule, where two or more members of the Board are charged with an offence or made the subject of an action, inquiry, hearing, inquest or royal commission described in Sections 1 through 6 arising out of substantially the same circumstances, the Board may limit its indemnification pursuant to this Schedule 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 members are unable to agree on

which solicitor, the matter shall be conclusively settled by a designate of the Board and a designate of the Association.

9. (a) No notice is required from members seeking indemnity for up to two hours consultation under paragraph 1(a).
  - (b) Members who intend to apply for indemnification under this section shall notify the Chief Constable or his designate, in writing, within five days of receiving formal notification of being charged with a criminal or statutory offence, or named defendant in a civil action, or being made subject of a public inquiry. Failure to comply with this paragraph may result in a member being denied indemnification.
10. Nothing in this Schedule shall be interpreted as limiting the Chief Constable's or the Police Board's ability to discipline any member of the Department.

**LETTER OF UNDERSTANDING #1**

BETWEEN:

**THE POLICE BOARD OF THE  
CORPORATION OF THE DISTRICT OF SAANICH**

OF THE FIRST PART

AND:

**THE SAANICH POLICE ASSOCIATION**

OF THE SECOND PART

**TEN HOUR SHIFTS**

WITHOUT PREJUDICE, THE PARTIES AGREE AS FOLLOWS:

1. That this Letter of Understanding is attached to and becomes part of the Collective Agreement between the parties.
2. That this Letter of Understanding will confirm the commitment of both management and the Association to deploy staff in a shift that will optimize coverage during peak demand periods.
3. That to accomplish this, the parties agree that as staff becomes available, such will be deployed on a ten (10) hour shift, the same as, or similar to, that currently worked by the Traffic Safety Unit. This will recognize the increase in calls for service normally experienced Friday and Saturday nights occurring up to 0300 hours.
4. That this Letter will become null and void after this current Collective Agreement, unless both parties agree to renew it.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding #1, Ten Hour Shifts to be executed this 20<sup>th</sup> day of OCTOBER 2011 in the City of Victoria, Province of British Columbia.

SIGNED, SEALED AND DELIVERED BY  
THE SAANICH POLICE BOARD,  
in the presence of:

CHAIRMAN  
Saanich Police Board

CHIEF CONSTABLE

SIGNED, SEALED AND DELIVERED BY  
THE SAANICH POLICE ASSOCIATION,  
in the presence of:

PRESIDENT  
Saanich Police Association

VICE-PRESIDENT  
Saanich Police Association

SECRETARY  
Saanich Police Association

**LETTER OF UNDERSTANDING #2**

BETWEEN:

**THE POLICE BOARD OF THE  
CORPORATION OF THE DISTRICT OF SAANICH**

OF THE FIRST PART

AND:

**THE SAANICH POLICE ASSOCIATION**

OF THE SECOND PART

**SPECIAL INITIATIVES**

WITHOUT PREJUDICE, THE PARTIES AGREE AS FOLLOWS:

1. That this Letter of Understanding is attached to and becomes part of the Collective Agreement between the parties.
2. That notwithstanding Article 11, Hours of Work, the parties may approve as pilot projects special initiatives that arise from the implementation of the Strategic Plan. The pilot projects shall permit a five (5) day, forty (40) hour work week or any other shift mutually agreed upon. If the parties cannot mutually agree upon a shift the pilot project may be implemented using a shift schedule already in the Collective Agreement and applicable to the division in which the pilot project is appropriately implemented. In any case, pilot projects are for a maximum six months duration unless extended by mutual agreement. At the expiration of the six month "pilot project" any permanent shift must be by mutual agreement.
3. That this Letter will become null and void after this current Collective Agreement, unless both parties agree to renew it.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding #2, Special Initiatives to be executed this 20<sup>th</sup> day of OCTOBER, 2011 in the City of Victoria, Province of British Columbia.

SIGNED, SEALED AND DELIVERED BY  
THE SAANICH POLICE BOARD,  
in the presence of:

\_\_\_\_\_  
CHAIRMAN  
Saanich Police Board

\_\_\_\_\_  
CHIEF CONSTABLE

SIGNED, SEALED AND DELIVERED BY  
THE SAANICH POLICE ASSOCIATION,  
in the presence of:

\_\_\_\_\_  
PRESIDENT  
Saanich Police Association

\_\_\_\_\_  
VICE-PRESIDENT  
Saanich Police Association

\_\_\_\_\_  
SECRETARY  
Saanich Police Association

**LETTER OF UNDERSTANDING #3**

BETWEEN:

**THE POLICE BOARD OF THE  
CORPORATION OF THE DISTRICT OF SAANICH**

OF THE FIRST PART

AND:

**THE SAANICH POLICE ASSOCIATION**

OF THE SECOND PART

**REDUCED HOURS OF WORK**

WITHOUT PREJUDICE, THE PARTIES AGREE AS FOLLOWS:

That this Letter of Understanding is attached to and becomes part of the Collective Agreement between the parties.

The Employer and the Association agree that where a member wishes to reduce their hours of work due to their personal circumstances that such change in status 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:

1. **GENERAL**

- (a) Reduced hours of work are intended to provide an employment option for employees whose ability to work full-time is restricted as a consequence of their personal circumstances, for example, maternity leave, child care, family obligations, family complications, health problems and, under some situations, special educational leaves. Request for reduced hours of work may be considered where it does not create significant operational problems, result in service delivery issues, unduly affect the rights of other members, significantly complicate the administration of the Department, or significantly increase the cost to the Employer.
- (b) Where a full-time member wishes to reduce their hours of work and has received formal approval from the Chief Constable or his designate and the Association, the member shall be entitled to do so in accordance with the provisions of this Letter of Understanding.

2. **PROCEDURE**

- (a) The member shall apply in writing to the Officer-in-Charge of Staff Development indicating the reason for the request and the hours and days of the week the member wishes to work. A copy of the request shall be forwarded to the Chief Constable and the Association.
- (b) The member making the application must have completed three (3) years of

service satisfactory to the Employer and be free of any current supervisory, disciplinary, or performance concerns.

- (c) Where a member's request is approved, the Officer-in-Charge of Staff Development shall provide the member with a letter covering the terms and conditions of the reduced hours of work signed by the Employer, the member, and the Association.
- (d) Unless specifically approved by the Officer-in-Charge of Staff Development, it is anticipated that a request for reduced hours of work will still reflect the usual shift duration and shift pattern of full-time employees as specified in the Collective Agreement.
- (e) Where a member's request is denied, the Association may request a meeting with the Chief Constable or his designate to discuss the matter. Such a meeting will not prevent the member or the Association from otherwise grieving the denial.

### 3. DURATION

- (a) Each reduced hours of work agreement shall initially be for a period of one (1) year unless otherwise specified in the letter referred to at paragraph 2(c). Actual duration will be determined on a case by case basis consistent with individual circumstances and operational needs.
- (b) The employee will meet annually with the Officer-in-Charge of Staff Development to review and discuss any anticipated changes to the member's employment status and any other issues pertaining to the reduced hours of work agreement.
- (c) An employee working under a reduced hours of work agreement may request to revert back to full-time status at any time, but return to full-time status is dependent on a position being available. A written request by an employee working a reduced hours of work agreement to revert to full-time status will supersede any recruit or exempt hiring by the Employer, except in circumstances where the Employer has made an offer of employment to an individual, but that individual has not yet been engaged. A request to revert to full-time status must be made in writing to the Officer-in-Charge of Staff Development with copies forwarded to the Association and the Chief Constable.
- (d) In the circumstances described in Articles 7(3) and 11 of the Collective Agreement, the Employer may temporarily suspend a reduced hours of work agreement. Such suspension will only be for so long as the circumstances giving rise to the suspension are in existence. In such circumstances, the Employer will endeavour to provide adequate notice.



4. EMPLOYEE STATUS AND WORKING CONDITIONS

- (a) A member working under a reduced hours of work agreement shall continue to accumulate seniority in accordance with their scheduled hours of work. Such a member shall be entitled to use accumulated seniority for all applicable purposes set out in the Collective Agreement.
- (b) Members employed under a reduced hours of work agreement will receive the same benefits as full-time members, but proportional to hours worked. The general principles with respect to wage rates, employee benefit entitlement and premium payments for members employed under a reduced hours of work agreement are as follows:
  - (i) Members shall be paid the appropriate (classified) hourly rate for all hours worked.
  - (ii) Paid leave benefits, such as Vacation, Statutory Holidays, Sick Leave and Gratuity, shall be earned on a proportionate basis in accordance with the ratio that the member's scheduled weekly hours bear to full-time hours.
  - (iii) 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.
- (c) In accordance with the general principles outlined in paragraph 4(b) above, except as otherwise provided herein, the following shall apply to members working under a reduced hours of work agreement:

- (i) 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. It is understood that the Employer shall not adjust the start date of the member for the period of time spent under a reduced hours of work agreement and as such any future vacation entitlement shall not be delayed as a result of time spent working under a reduced hours of work agreement.

- (ii) Statutory Holidays

The member's statutory holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that that member's scheduled weekly hours bears to the full-time hours. Such entitlement shall be credited to their statutory holiday account effective January 1 of each calendar year, or effective as at the commencement of the reduced hours of work agreement in respect of the statutory holidays remaining in the balance of that calendar year.

Where the member has received an overage on the number of paid statutory holiday hours, the member 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 reduced hours of work agreement, whichever is earlier.

(iii) 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 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.

(iv) Sick Leave and Gratuity

For the period of the reduced hours of work, 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.

(v) Superannuation

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

(vi) Compassionate Leave

The provisions of Article 13(5) of the Collective Agreement (Compassionate Leave), shall apply to members working under a reduced hours of work agreement, EXCEPT THAT, in normal circumstances, the maximum paid leave to be granted such members is two (2) working days.

(vii) Rank Index

A member working under a reduced hours of work agreement 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.

5. APPLICATION OF ARTICLE 6, SPECIAL ALLOWANCE

Article 6 of the Collective Agreement shall apply to members working under a reduced hours of work agreement, EXCEPT THAT Subsection (1), Clothing Allowance shall, if applicable, accrue on a prorated basis in accordance with the

ratio that that member's scheduled weekly hours of work bear to the full-time hours.

6. APPLICATION OF ARTICLE 7, OVERTIME

Article 7 of the Collective Agreement shall apply to members working under a reduced hours of work agreement, EXCEPT THAT,

- (a) Article 10(2) shall be varied in its application to members working under a reduced hours of work agreement to the extent that "48 hours" shall be substituted for "96 hours" wherever the latter appears in the Subsection.

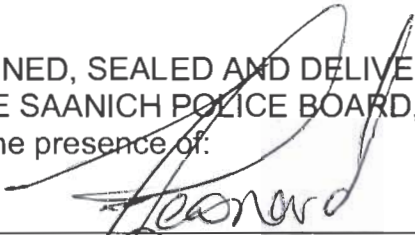
7. TERMINATION OF LETTER OF UNDERSTANDING

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 employees and members working under a reduced hours of work agreement at the time of cancellation shall continue under the individual terms agreed upon.

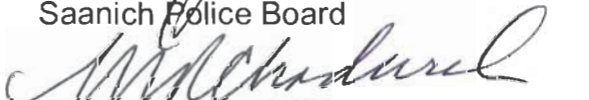
- 8. This Letter of Understanding will become null and void after this current Collective Agreement expires, unless both parties agree to renew it.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding #3, Reduced Hours of Work, to be executed this 20<sup>th</sup> day of OCTOBER, 2011, in the Municipality of Saanich, Province of British Columbia.

SIGNED, SEALED AND DELIVERED BY  
THE SAANICH POLICE BOARD,  
in the presence of:




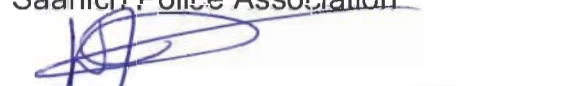
\_\_\_\_\_  
CHAIRMAN  
Saanich Police Board

  
\_\_\_\_\_  
CHIEF CONSTABLE

SIGNED, SEALED AND DELIVERED BY  
THE SAANICH POLICE ASSOCIATION,  
in the presence of:



\_\_\_\_\_  
PRESIDENT  
Saanich Police Association

  
\_\_\_\_\_  
VICE-PRESIDENT  
Saanich Police Association  
\_\_\_\_\_  
SECRETARY  
Saanich Police Association

**LETTER OF UNDERSTANDING #4**

BETWEEN:

**THE POLICE BOARD OF THE  
CORPORATION OF THE DISTRICT OF SAANICH**

OF THE FIRST PART

AND:

**THE SAANICH POLICE ASSOCIATION**

OF THE SECOND PART

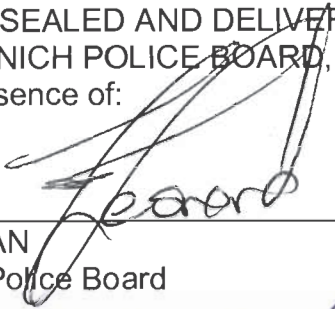
**9-1-1 VACANCY FOR ACCOMMODATION**

WITHOUT PREJUDICE, THE PARTIES AGREE AS FOLLOWS:

1. That this Letter of Understanding is attached to and becomes part of the Collective Agreement between the parties.
2. That one 9-1-1 position that comes vacant by natural attrition will not be posted and filled on a permanent basis.
3. That this position will be filled on a full-time basis by a member selected from the relief pool.
4. That the relief pool member will fill this position full-time and will receive all pay and benefits unless/until a regular Police Officer becomes pregnant and the position is needed to accommodate the member. At such time the relief pool member filling the position will revert back to his/her position in the relief pool.
5. That accommodation in the 9-1-1 position will be by the mutual consent of management and the Association.
6. That any member being accommodated in the 9-1-1 position shall be paid his/her regular rate of pay and not that normally paid 9-1-1 position employees unless the accommodation becomes permanent and for the duration of the employee's career.
7. Either party may cancel this Letter of Understanding by providing at least thirty (30) calendar days written notice to the other party.
8. That this Letter will become null and void after this current Collective Agreement, unless both parties agree to renew it.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding #4, 9-1-1 Vacancy for Accommodation, to be executed this 20<sup>th</sup> day of OCTOBER, 2011, in the City of Victoria, Province of British Columbia.

SIGNED, SEALED AND DELIVERED BY  
THE SAANICH POLICE BOARD,  
in the presence of:

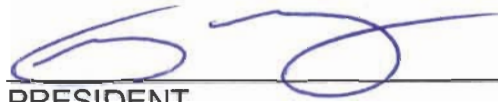


CHAIRMAN  
Saanich Police Board



CHIEF CONSTABLE

SIGNED, SEALED AND DELIVERED BY  
THE SAANICH POLICE ASSOCIATION,  
in the presence of:



PRESIDENT  
Saanich Police Association



VICE-PRESIDENT  
Saanich Police Association



SECRETARY  
Saanich Police Association

**LETTER OF UNDERSTANDING #5**

BETWEEN:

**THE POLICE BOARD OF THE  
CORPORATION OF THE DISTRICT OF SAANICH**

OF THE FIRST PART

AND:

**THE SAANICH POLICE ASSOCIATION**

OF THE SECOND PART

**OVER CONTRIBUTIONS TO THE SUPERANNUATION PLAN**

WITHOUT PREJUDICE, THE PARTIES AGREE AS FOLLOWS:

If the Employer receives a refund from the Pension Corporation of an over contribution by the employer in excess of the maximum allowed by the Canada Customs and Revenue Agency, the employer shall hold the refund in accordance with the following:

1. The employer shall hold in trust and invest all excess contributions on behalf of the employee.
2. The employer shall pay compounded interest on these funds based on the Municipality's average rate of return on invested funds.
3. All principal and interest held for each employee shall be paid to the employee on retirement.
4. The funds shall be paid in the form of a retiring allowance and added to all funds eligible for the Retirement Gratuity.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding #5, Over Contributions to the Superannuation Plan to be executed this 20<sup>th</sup> day of OCTOBER, 2011, in the City of Victoria, Province of British Columbia.

SIGNED, SEALED AND DELIVERED BY  
THE SAANICH POLICE BOARD,  
in the presence of:

\_\_\_\_\_  
CHAIRMAN  
Saanich Police Board

\_\_\_\_\_  
CHIEF CONSTABLE

SIGNED, SEALED AND DELIVERED BY  
THE SAANICH POLICE ASSOCIATION,  
in the presence of:

\_\_\_\_\_  
PRESIDENT  
Saanich Police Association

\_\_\_\_\_  
VICE-PRESIDENT  
Saanich Police Association

\_\_\_\_\_  
SECRETARY  
Saanich Police Association

**LETTER OF UNDERSTANDING #6**

BETWEEN:

**THE POLICE BOARD OF THE  
CORPORATION OF THE DISTRICT OF SAANICH**

OF THE FIRST PART

AND:

**THE SAANICH POLICE ASSOCIATION**

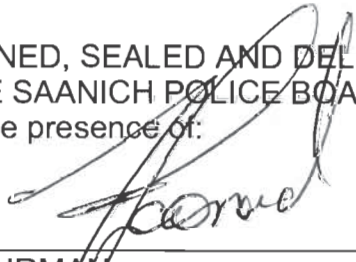
OF THE SECOND PART

**JOINT BOARD-ASSOCIATION COMMITTEE ON INDEMNIFICATION OF MEMBERS**

The Board and the Association agree that in the event existing provisions contained within the British Columbia Police Act regarding Discipline Proceedings, Public Hearings or Duty Reports are added or amended, the parties will form a committee to be comprised of up to three (3) representatives appointed by the Board and up to three (3) representatives appointed by the Association. The purpose of the Committee will be to examine the existing Indemnification language contained in Schedule F of the existing Collective Agreement between the parties at the time that such amendments come into force. Where the committee makes recommendations, the recommendations may be implemented during the term of the Collective Agreement, if the recommendation is approved by the principal parties.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding #6, Joint Board-Association Committee on Indemnification of Members to be executed this 20<sup>th</sup> day of OCTOBER, 2011, in the City of Victoria, Province of British Columbia.

SIGNED, SEALED AND DELIVERED BY  
THE SAANICH POLICE BOARD,  
in the presence of:

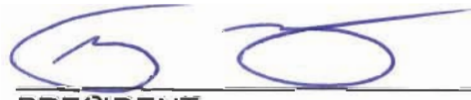


\_\_\_\_\_  
CHAIRMAN  
Saanich Police Board



\_\_\_\_\_  
CHIEF CONSTABLE

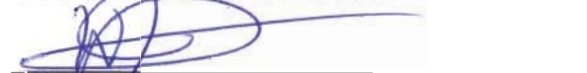
SIGNED, SEALED AND DELIVERED BY  
THE SAANICH POLICE ASSOCIATION,  
in the presence of:



\_\_\_\_\_  
PRESIDENT  
Saanich Police Association



\_\_\_\_\_  
VICE-PRESIDENT  
Saanich Police Association



\_\_\_\_\_  
SECRETARY  
Saanich Police Association

**LETTER OF UNDERSTANDING #7**

BETWEEN:

**THE POLICE BOARD OF THE  
CORPORATION OF THE DISTRICT OF SAANICH**

OF THE FIRST PART

AND:

**THE SAANICH POLICE ASSOCIATION**

OF THE SECOND PART

**MEMBERS' BENEFITS – PARENTAL LEAVE**

WITHOUT PREJUDICE, THE PARTIES AGREE AS FOLLOWS:

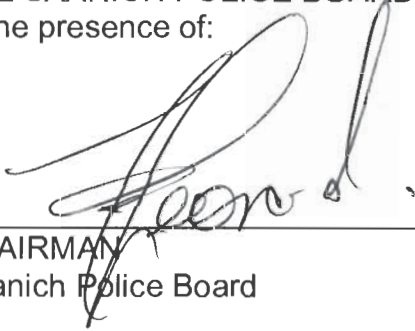
1. That this Letter of Understanding is attached to and becomes part of the Collective Agreement between the parties.
2. A member who is in receipt of Employment Insurance (EI) parental benefits shall be entitled to receive a Supplemental Employment Insurance Benefit as follows;
  - (i) If the member is subject to an EI waiting period at the commencement of receiving EI parental benefits, eighty percent (80%) of the member's current salary during the initial two (2) week EI waiting period and the difference between eighty percent (80%) of the member's current salary and the amount of EI parental benefits payable to the member, for a period not to exceed thirteen (13) weeks; or
  - (ii) If the member is not subject to an EI waiting period at the commencement of receiving EI parental benefits, the difference between eighty percent (80%) of the member's current salary and the amount of EI parental benefits payable to the member, for a period not to exceed fifteen (15) weeks.
3. Notwithstanding section 2 above, in the event that two (2) eligible members apply for benefits under section 2 with respect to the same child, the maximum combined benefit under section 2(i) and (ii) shall not exceed fifteen (15) weeks, whether the benefits are allocated pursuant to section 2(i) and/or 2(ii).
4. The parties agree that in the event that the parties are unable to agree on the renewal of this letter following the expiry of the collective agreement that they will revert to the provisions of article 13(9)(1), Maternity Leave, 13(9)(2) Supplemental Unemployment Benefit (SUB) and 13(9)(3) Parental Leave, as contained in the collective agreement between the parties for the period January 1, 2007 – March 31, 2010.



5. This Letter of Understanding will become null and void after this current Collective Agreement expires, unless both parties agree to renew it.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding #7, Members' Benefits – Parental Leave to be executed this 20<sup>th</sup> day of OCTOBER, 2011 in the City of Victoria, Province of British Columbia.

SIGNED, SEALED AND DELIVERED BY  
THE SAANICH POLICE BOARD,  
in the presence of:



CHAIRMAN  
Saanich Police Board

SIGNED, SEALED AND DELIVERED BY  
THE SAANICH POLICE ASSOCIATION,  
in the presence of:



PRESIDENT  
Saanich Police Association



CHIEF CONSTABLE



VICE-PRESIDENT  
Saanich Police Association



SECRETARY  
Saanich Police Association