

## MEMORANDUM OF SETTLEMENT

THIS MEMORANDUM OF SETTLEMENT IS ENTERED INTO THIS 15<sup>TH</sup> DAY OF JUNE, 2017 BY THE APPOINTED BARGAINING REPRESENTATIVES OF THE GREATER VICTORIA LABOUR RELATIONS ASSOCIATION ON BEHALF OF THE VICTORIA AND ESQUIMALT POLICE BOARD AND THE BARGAINING REPRESENTATIVES OF THE VICTORIA CITY POLICE UNION.

THE PARTIES HERETO AGREE TO PRESENT THE FOLLOWING TO THEIR RESPECTIVE MEMBERSHIPS AND PRINCIPALS FOR RATIFICATION OF THE TERMS AND CONDITIONS TO RENEW THE EXISTING COLLECTIVE AGREEMENT.

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### 1. PREVIOUS CONDITIONS

All of the terms and conditions of the Collective Agreement commencing January 1, 2013 and expiring December 31, 2015 shall continue to apply except as specifically varied below.

### 2. EFFECTIVE DATE OF CHANGES

All amendments to the revised Collective Agreement shall come into effect the first day of the month following the date of ratification by both Parties unless specified otherwise within.

### 3. TERM OF AGREEMENT

The Parties agree that the term shall be revised to provide for a three (3) year Collective Agreement commencing January 1, 2016 up to and including December 31, 2018.

### 4. GENERAL WAGE INCREASES

A general wage increase shall be applied to existing wages schedules as follows and effective:

- January 1, 2016 - 3½%
- January 1, 2017 - 2½%
- January 1, 2018 - 2½%

For Policing Staff, increases are based on the percentage increase of the First Class Constable rate, indexed as of December 31, 2015.

For Jail Guard Staff, increases are based on the position's current wage rate.

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### 5. ALL MATTERS AGREED THROUGH COLLECTIVE BARGAINING

The Parties agree to amend the terms of the Collective Agreement in the following areas as set out below:

#### ARTICLE 12 - MEMBERS' BENEFITS

##### 12(1) Dental Plan

(b)The Board shall contribute one hundred percent (100%) of the monthly premium cost for Plan "A" and Plan "B" and  ~~fifty seventy~~ percent ~~(50%)~~ **(70%)** of the monthly premium cost of Plan "C" provided under Section 12(1)- **beginning January 1, 2018.**

##### 12(3) Medical Services Plan, Including Extended Health Benefits

###### Lifetime Maximum

The Employer cannot negotiate a change to the lifetime maximum. However, the Employer will prepare a letter to the Capital Area Benefits Trust Board to be jointly signed by the GVLRA and VCPU requesting that the Board approve an increase to the lifetime maximum of two million dollars **\$2,000,000.00.**

Letter to the Capital Area Benefits Trust:

*The GVLRA representing the Victoria and Esquimalt Police Board and the Police Union have been in negotiations to renew the Parties' Collective Agreement. As part of those discussions the Union has made proposals to increase the lifetime maximum under the medical services plan, including extended health benefits. From discussions with the Benefit Plan Administrator, the Employer understands that increasing the lifetime maximum is outside of the Employer's scope of control. By this letter the Employer is asking the Trustees to consider increasing the lifetime maximum under the medical services plan, including extended health benefits to \$2,000,000.00 for members of the Police Union.*

###### (b) Eye Examinations

Routine eye examinations every two (2) calendar years to a maximum of one hundred **and twenty-five** dollars ~~(\$100.00)~~ **(\$125.00)** when performed by a Physician or legally authorized optical provider.

###### (c) Hearing Aid Care

Hearing aids for adults (up to age 65) and children when prescribed by a certified Ear, Eye, Nose and Throat specialist; up to ~~seven hundred one thousand~~ dollars ~~(\$700.00)~~ **(\$1000.00)** per person in a five (5) calendar year period.

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(d) Practitioners

- (i) Acupuncturist to a maximum of ~~two~~ **three** hundred fifty dollars ~~(\$250.00)~~ **(\$350.00)** per calendar year;
- (ii) Naturopath to a maximum of ~~two~~ **three** hundred fifty dollars ~~(\$250.00)~~ **(\$350.00)** per calendar year;
- (iii) Chiropractor to a maximum of seven hundred fifty dollars (\$750.00) per calendar year;
- (iv) Physiotherapist to a maximum of seven hundred fifty dollars (\$750.00) per calendar year;
- (v) Massage practitioner **or athletic therapist services** to a **combined** maximum of seven hundred fifty dollars (\$750.00) per calendar year;
- (vi) The maximum amount per calendar year for podiatrist services shall be ~~two~~ **three** hundred dollars ~~(\$200.00)~~ **(\$300.00)**;
- (vii) The maximum amount per calendar year for speech language pathologist shall be five hundred (\$500.00) dollars.

## ARTICLE 20 - EXPENSES

20(1) 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.

20(2) Members shall be paid a per diem meal 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 the meal allowances shall be as follows:

Breakfast	<del>\$15.00</del> <b>\$18.00</b>
Lunch	<del>\$18.00</del> <b>\$20.00</b>
Dinner	<del>\$28.00</del> <b>\$32.00</b>
Incidentals for each overnight stay	<del>\$ 9.00</del> <b>\$10.00</b>
Probationer/Recruit	<del>\$35.00</del> <b>\$38.00</b>

**Rates for meal expenses for travel in the United States will not vary, but will include the applicable exchange rate.**

When a meal is provided by the host, conference, seminar or such, and is consumed by the member, then a member shall not be entitled to claim the appropriate meal allowance.

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## ARTICLE 25 - REGULAR AND CASUAL JAIL GUARDS AND JAIL GUARD SUPERVISORS

### 25(3) Wages – Jail Guards

- (a) The hourly rate of pay applicable to regular and casual employees ~~set out in this Letter of Understanding, from the date of hire by the Employer~~ shall be set out in Schedule A:

~~Classification~~

~~Guard~~

- ~~Step 1 55% of a First Class Constable rate of pay  
Step 2 60% of a First Class Constable rate of pay  
Step 3 65% of a First Class Constable rate of pay~~

~~Guard Supervisor~~

- ~~Step 1 65% of a First Class Constable rate of pay  
Step 2 70% of a First Class Constable rate of pay  
Step 3 75% of a First Class Constable rate of pay~~

- (b) An employee shall move from Step 1 to Step 2 of the pay structure after completing two thousand eighty (2080) hours of pay from the date of hire and from Step 2 to Step 3 after completing a further two thousand eighty (2080) hours of pay.

*For Reference, to be set out in Schedule A*

#### Jail Guard (2015 Rate)

	Annual	Month	Hour
Step 1	\$50,691.	\$4,224	\$24.289
Step 2	\$55,299.	\$4,608	\$26.497
Step 3	\$59,907.	\$4,992.	\$28.705

#### Jail Guard Supervisor (2015 Rate)

	Annual	Month	Hour
Step 1	\$59,907.	\$4,992.	\$28.705
Step 2	\$61,708	\$5,142	\$29.568
Step 3	\$66,116	\$5877	\$33.792

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## **ARTICLE 27, LETTERS OF UNDERSTANDING**

For the term of this Agreement, the following Letters of Understanding have been renewed and shall be attached to and form part of this Agreement:

- #1 – Victoria Police Board Employee Parking
- #2 – Job Sharing
- #3 – Restructuring of Patrol Division and the Implementation of the Strike Force Unit
- #4 – Statutory Amendments Review Committee
- #6 – Employees Transferred from the Esquimalt Police and Fire Department to the Victoria Board

The following Letters of Understanding have not been renewed and will be removed from this Agreement:

- #5 – Supplementary Employees
- #7 -- Article 11 – Hours of Work Committee

For the term of this Agreement, the following Letters of Understanding shall be attached to and form part of this Agreement:

- NEW - Secondment Agreements
- NEW – Employer Issued Smart Phones
- NEW – Hours of Work
- NEW - Special Municipal Constables Committee

## **MEMORANDUM OF SETTLEMENT**

### **LETTER OF UNDERSTANDING - NEW**

#### **SECONDMENT AGREEMENTS**

The Victoria Police Department participates in a number of Integrated Policing Units, some of which provide secondment opportunities for employees. The Parties agree to the following with respect to secondment opportunities:

1. The Employer will provide the Union with copies of documents which outline the terms of participation in, or the creation of an integrated policing unit, where opportunities are to be filled by secondment.
2. The Union will have an opportunity to review and comment on secondment agreements prior to their implementation.

### **LETTER OF UNDERSTANDING - NEW**

#### **EMPLOYER ISSUED SMART PHONES**

In recognition of the Employer's plan to issue smart phones more broadly to Officers for use in the performance of their duties, the Parties agree to the following terms as part of the implementation process.

1. The Parties agree to establish a joint committee of up to three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union.
2. The purpose of this committee will consider and make recommendations with respect to the terms of usage of Department issued smart phones, including but not limited to their personal use and the expectations of availability.
3. This committee may seek advice from additional resources should the committee agree it is necessary to concluding their work.
4. Where recommendations are made that impact the Collective Agreement such recommendations may be implemented during the term of the Collective Agreement, upon ratification by the Police Board and the Union.
5. This committee shall meet within ninety (90) days of ratification of the Collective Agreement.

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## **LETTER OF UNDERSTANDING - NEW**

### **HOURS OF WORK**

In recognition of the Parties agreement that Hours of Work represent a set of complex issues, the Parties agree to meet within 60 days of ratification of the new Collective Agreement for the purpose of discussing hours of work, and related issues of mutual interest as outlined below, taking into consideration current practices as well as the results of the Efficiency and Effectiveness Review. The Parties agree to include but not be limited to the following guiding principles:

- 1) There is a mutual benefit in ensuring that hours of work, shift patterns, and staffing models are cost effective and align well with demands for service.
- 2) Members are ordinarily entitled to have a regular work schedule. The Parties will create language around reasonable notice requirements prior to the altering of shifts but that allows for urgent or unanticipated operational need. The Parties will give due consideration to matters of work life balance.
- 3) The maintenance of the core 12 hour shift pattern for the Patrol Division, consideration will be given to alternate start and end times taking into account an assessment of demands for service and operational need.
- 4) Differing shifting patterns, shifting rules, and permitted assignments, with such rules being organized within groups, to allow for appropriate rules that align with the nature of each group's primary duties.
- 5) Potential formalization of past and current practice related to the use of uniformed members on the 10 hour shift providing limited patrol duties commonly referred to as "Patrol Backfill", "Summer Action Plan", special events policing such as "Canada Day", and similar assignments.
- 6) Some units, such as Strike Force and the Crime Reduction Unit, require variable hours-of-duty due to the nature of the work and that rules governing shift changes should reflect this fact.
- 7) Rules governing transfers are appropriate but that member initiated transfers, transfers by consent, transfers associated to unacceptable on or off duty conduct, and transfers resulting from promotions can reasonably be treated differently than transfers initiated solely by the employer.
- 8) The language contained within Letter of Understanding #3 "Restructuring of Patrol Division and the Implementation of the Strike Force Unit" will be reviewed and any necessary change and updates will be made through the Hours of Work Committee process.

Where this committee makes recommendations to amend the Collective Agreement respecting the foregoing, such recommendations may be implemented during the term of the Collective Agreement upon ratification by the Police Board and the Union.

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## **LETTER OF UNDERSTANDING - NEW**

### **SPECIAL MUNICIPAL CONSTABLES COMMITTEE**

1. The Parties agree to establish a joint committee of up to three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union. This committee may, with mutual agreement of the Parties, be supplemented by additional resources such as, but not restricted to, legal counsel.
2. The purpose of this committee shall be to examine and make mutually agreed recommendations in relation to the Employer's proposal to create a new class of Special Municipal Constable to perform duties that do not require the skills and experience of a full Police Constable. This committee will consider and make recommendations with respect to the parameters of assignments and specified paid duties for such members and any amendments required to the Collective Agreement.
3. If this committee makes recommendations to amend the Collective Agreement respecting the foregoing, such recommendations may be implemented during the term of the Collective Agreement upon ratification by the Police Board, the Greater Victoria Labour Relations Association and the Union.



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## HOUSEKEEPING CHANGES

8(2)(k) remove effective date

12(3) Medical Services Plan, Including Extended Health Benefits

A member, **including member recruited directly from employment in another Canadian policing jurisdiction**, shall become eligible for the benefits provided by the medical **and extended health care** plans from the first day of the month following the date of employment. ~~A member shall become eligible for the benefits provided by the extended health care plan on the first day of the month following the date of employment.~~

~~(e)~~ **(h)** Psychological Health Plan (re-lettering)

~~(f)~~ **(i)** Alcohol & Drug Residential Program (re-lettering)

~~(g)~~ Exempt Members

~~A member recruited directly from employment in another Canadian policing jurisdiction shall become eligible for the benefits provided by the medical and extended health care plans on the first day of the month following their date of hire.~~

25(1) Regular Jail Guards and Jail Guard Supervisors

(xxiii) Article 6~~(2)~~**(1)(b)** – (Boot and Sock Allowance) re-numbering

Change any references from “Police Chief” to “Chief Constable”

## MEMORANDUM OF SETTLEMENT

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS MEMORANDUM OF SETTLEMENT TO BE EXECUTED THIS 15 DAY OF JUNE IN THE YEAR 2017, IN THE CITY OF VICTORIA, BRITISH COLUMBIA**

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

*"KEVIN MURDOCH"*

*"SEAN PLATER"*

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BOARD CHAIR  
GREATER VICTORIA LABOUR RELATIONS  
ASSOCIATION

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PRESIDENT  
VICTORIA CITY POLICE UNION

*"BARBARA DESJARDINS"*

*"GLEN SHIELDS"*

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BOARD DIRECTOR  
GREATER VICTORIA LABOUR RELATIONS  
ASSOCIATION

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VICE-PRESIDENT  
VICTORIA CITY POLICE UNION

*"PADDY BRADLEY"*

*"LEN HOLLINGSWORTH"*

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EXECUTIVE DIRECTOR  
GREATER VICTORIA LABOUR RELATIONS  
ASSOCIATION

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SECRETARY  
VICTORIA CITY POLICE UNION