

# **MEMORANDUM OF SETTLEMENT**

BETWEEN:

**VICTORIA AND ESQUIMALT POLICE BOARD**

**AND**

**THE VICTORIA CITY POLICE UNION**

**THIS MEMORANDUM OF SETTLEMENT IS ENTERED INTO THIS 7<sup>TH</sup> DAY OF OCTOBER, 2020 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, 2016 and expiring December 31, 2018 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 two (2) year Collective Agreement commencing January 1, 2019 up to and including December 31, 2020.

#### 4. 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:

#### HOUSEKEEPING

Capitalize all references to Employer (when referring to this Employer).

Capitalize all references to Union (when referring to this Union).

Remove bolding from the 2016-2018 agreement.

The Parties commit to search the document and change all references to masculine to be gender inclusive.

#### 1, RECOGNITION AND DEFINITIONS

The following will be added as 1(2)(m):

- (m) **“Operational Need” shall be defined as a Department need identified by the Chief Constable (or designate) that arises from circumstances that reasonably require a temporary alteration of ordinary practices or assignment of staff in order to ensure the department can satisfy its public safety mandate. An Operational Need does not have to arise from an “emergency” as contemplated in 11(1).**

#### ARTICLE 2, TERM OF AGREEMENT

- 2(1) This Agreement shall be in effect from January 1, ~~2016~~ **2019** to December 31, ~~2018~~, **2020** both dates inclusive, 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, 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.

#### ARTICLE 5, ACTING IN A SENIOR POSITION

- 5(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 at the appropriate rate for the senior rank for each shift or portion thereof that he performs such duties after being so appointed.~~ **Temporary assignments of members to acting supervisor positions, other than those specified herein,**

shall be governed by guidelines agreed to by mutual consent of the parties as amended from time to time.

- 5(2) **Except where otherwise specified in this agreement, a member who has been duly appointed by the authority of the Chief Constable to perform temporarily the duties of a rank higher than they normally hold shall be paid at the appropriate rate for the senior rank for each shift or portion thereof that they perform such duties after being so appointed.**
- 5(23) Any member who holds an acting senior rank and in doing so loses ~~his~~ **their** seniority on annual leave, shall be paid at the acting senior rank's rate during ~~his~~ **their** annual leave.
- 5(34) If a position under Section 5(42) of this Article is filled for longer than a cumulative period of one thousand forty-four (1044) 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 21(2), Promotion and Progression.
- 5(45) Section 5(34) above shall not apply when members are seconded to agencies which are not under the direct administration of the Board, or who are absent through accident or illness, leave of absence, training or any other occasion mutually agreed upon.

## **ARTICLE 11, HOURS OF WORK**

*The following language replaces Article 11 and Letter of Understanding #3 "Restructuring of the Patrol Division and the Implementation of the Strike Force Unit" in their entirety:*

- 11(1) Notwithstanding anything else contained in the agreement, in the event the Chief Constable or designate is of the opinion that there exists an emergency affecting the public, the Chief Constable or 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:

The Chief or designate meets with the Union Officials who are available on short notice to explain the circumstances and consult on the ramifications of such changes.

In addition, the Chief Constable or designate may vary the days of work and leave during an emergency as noted above, 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)(a) above shall be taken in time off at a later date.

### Hours of Work / Work Units

11(2) The following hours of work provisions apply to each of the work units specified. Assignments of individual positions or units to the work groups specified will be established by consent between the Union and Chief Constable and may be amended from time to time by mutual consent in response to changing conditions or organizational structural changes.

### Patrol Division

11(3) **Patrol Division consists of four (4) platoons and such other Special Details as may be necessary from time to time.**

Unless otherwise noted, the hours of work for the Patrol Division shall consist of an average of forty (40) hours in a week, worked in the following manner:

- a) Two (2) consecutive Day Shifts, followed by two (2) consecutive Night Shifts.
- b) In this part "Day Shift" shall mean a shift of twelve (12) consecutive hours commencing at 0600hrs, or such alternate start and stop times as mutually agreed between the Union and Chief Constable.
- c) In this part "Night Shift" shall mean a shift of twelve (12) consecutive hours commencing at 1800 hours or such alternate start and stop times as mutually agreed between the Union and Chief Constable.

### Patrol Domestic Violence Officers

- d) Members assigned as Patrol Domestic Violence Officers will be assigned to work an Afternoon Shift in place of Night Shift. Afternoon Shift shall mean 1200 hours to 2400 hours or such alternate start and stop times as mutually agreed between the Union and Chief Constable.

### Patrol Investigation and Support Unit

- e) Members assigned as Investigation and Support Unit officers will be assigned to work an Afternoon Shift in place of Night Shift. Afternoon Shift shall mean 1200 hours to 2400 hours or such alternate start and stop times as mutually agreed between the Union and Chief Constable.

### Floater Days

- f) The following shall apply in respect to Floater Days:
  - i. The shift schedule shall be brought to an average of forty (40) hours per week by granting each member covered by this Section an additional day off duty every six (6) weeks. This day shall be earned at the rate of one-half (1/2) hour for each twelve (12) hour shift worked.

- ii. It is understood that such additional day off duty every six (6) weeks (floater day) is to be scheduled and taken as paid time off in the calendar year in which it is earned by a member.
- iii. Subject to staffing requirements, these floater days may be taken off individually or in a block.
- iv. Members who have previously designated blocks of Floater Leave shall be given consideration where later, minimum leave is stipulated during the block.

#### Shift Start and End Times

- g) Notwithstanding anything else in this section, and subject to the limitation below, the Chief Constable or delegate may advance or retard the normal shift starting times of Patrol Division members without penalty, for up to two (2) hours in either direction of the member's normal starting times as Operational Need requires. The Chief Constable or delegate shall give twenty four (24) hours' notice and shall, subject to Operational Need, 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. Permanent alterations to start and end times must only be made by mutual agreement between the Union and Chief Constable.

11(4) At least one confirmed Sergeant (or higher rank) will be on duty at all times in the Patrol Division.

#### Investigative Units

11(5) Hours of work for Investigative Units shall be based on a forty (40) hour work week, consisting of four (4) consecutive days of work and three (3) days off as weekly leave:

- a) Work days shall be 10 consecutive hours;
- b) Day shift shall commence no later than 0900 hours; and
- c) Afternoon shift shall commence not later than 1700 hours.

#### Surveillance / Project Based Units

11(6) Hours of Work for Surveillance / Project Units shall consist of forty (40) hours in a week, consisting of four (4) consecutive days of work and three (3) days off as weekly leave:

- a) Work days shall be 10 consecutive hours; and
- b) Day shift shall normally commence no later than 0900 hours; and
- c) Afternoon shift shall commence not later than 1700 hours; and
- d) Due to the nature of the work performed within these units a "Change of

Shift” is often required to advance files and accommodate surveillance requirements. Shift times may be changed provided that 6 clear days of notice is provided. Start times may be advanced or retarded by 2 hours from the scheduled start time for the specific purpose of conducting surveillance inside the 6 clear day notice period. Nothing in the section prevent the changing of work hours by mutual consent of the employer and member.

- e) Section 11(4311) shall apply to hours worked outside of the allowable change of assignment provisions in (d). 11(4311) does not apply if the work hours have been changed by mutual consent of the employer and member.

### Operational Support Units

11(7) Hours of work for Operational Support Units shall be based on a forty (40) hour work week, consisting of four (4) consecutive days of work and three (3) days off as weekly leave:

- a) Work days shall be ten (10) consecutive hours; and
- b) Day shift shall commence no later than 0800 hours; and
- c) Afternoon shift shall commence not later than 1700 hours.
- d) The Chief Constable or delegate may advance or retard the normal shift starting times of Operational Support Unit members without penalty, for up to two (2) hours in either direction of the member’s normal starting times as Operational Need requires. The Chief Constable or delegate shall give twenty four (24) hours’ notice and shall, subject to Operational Need, 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. Permanent alterations to start and end times must only be made by mutual agreement between the Union and Chief Constable.
- e) Members assigned to Operational Support Units may, through the course of their shift, be required to assist the Patrol Division due to cover for on-duty training of Patrol Division officers, or Operational Need.
- f) Notwithstanding anything in this article, members assigned to an Operational Support Unit who are also members of the Greater Victoria Emergency Response Team (Tactical Unit) may be assigned to perform the duties and functions of Patrol Division officers when not on assigned Tactical Unit training, or deployed on Tactical Unit calls for service.

### Administrative Units / Positions

11(8) Hours of work for Administrative Units shall be based on a forty (40) hour work week, consisting of four (4) consecutive days of work and three (3) days off as weekly leave:

- a) Work days shall be 10 consecutive hours; and

- b) Dayshift shall commence no later than 0800 hours.

### Secondment / Integrated / Recruit Training Units

- 11(9) Hours of Work for Secondment / Integrated / Recruit Training Units shall be based on a forty (40) hour work week, consisting of four (4) consecutive days of work and three (3) days off as weekly leave:
- a) Work days shall be at least 10 consecutive hours; and
  - b) Day shift shall commence no later than 0900 hours; and
  - c) Afternoon shift shall commence not later than 1700 hours.
  - d) Above hours may be modified when a member is assigned to a Secondment, Integrated or Training Unit work group where other shifting patterns are part of that Unit. In this case the hours of work will be mutually agreed to by the parties prior to the member being assigned to the Unit.

### Court Liaison

- 11(10) The Court Liaison Officer shall work an eight (8) hour shift based on five (5) consecutive days of work Monday to Friday, followed by two (2) consecutive days off.
- a) The shift shall start no later than 0800 hours.

### Change of Schedule (Hours of Work)

- 11(11) The following shall apply to change a member's schedule:
- a) The employer will maintain and make available for review by each member an electronic schedule showing the hours of work, and regular days off, for each member.
  - b) Any alteration to a member's hours of work as set out in the schedule shall be communicated to the member in person, or electronically via Department e-mail.
  - c) Unless otherwise permitted by this agreement, the employer may only alter a member's schedule giving at least 30 clear days of notice in accordance with (b) above. If the schedule is altered without providing the required notice, the remedies set out below apply.
  - d) The provisions contained in section (c) above shall not apply to a member who requests a schedule change, consents to the change, in the case of a workplace accommodation, or as the result of the employer transferring the member due to unacceptable on or off duty conduct.
  - e) Nothing in the provision limits the rights of the employer to alter a member's schedule as per any other provision contained in this agreement.
  - f) If the schedule of a member is altered outside of the provisions of this part,

the member shall be remunerated on the basis that all time worked within the previously scheduled hours of work shall be paid at straight time rates and all time worked outside the previously scheduled hours of work shall attract double time rates.

### Temporary Special Project Assignments

11(12) The Chief Constable may assign any member to temporary special duties as operational priorities arise, and may require any such member to work ten (10) hour shifts in accordance with Sections 11(6).

Special duties shall be defined as:

- (a) task force projects instituted on a temporary basis to investigate specific crime problems; and
- (b) police coverage of special operational priorities, such as parades, official visits, planned public demonstrations, planned sporting events; and
- (c) any other matter of police concern to which the parties agree this provision may apply.

In the absence of twenty-four (24) hours' notice of reassignment on special duties, the member shall be deemed to be "called out" in respect of their first shift and the provisions of Article 7, Subsections (3)(c), (3)(d), and (3)(e) shall apply.

### Work Exchange

11(13) When, due to staffing requirements or other reasons, it is not possible for a member to take time off under the provisions of any other Section of this Agreement, it shall be permissible for one member to work for another, provided that:

- (a) the immediate supervisors of both members agree, and written authority is granted by such supervisors prior to the exchange taking place.
- (b) if both members are in the same work group, the work exchange may be affected by way of working the other member's shift at the approved time, or by transfer of leave hours.
- (c) if the members are in different work groups, then the member working shall be credited the number of hours worked from the other (non-working) member's leave hours.
- (d) there shall be no increase cost to the employer in accommodating the work exchange (for example: overtime or a difference in wage rates of members involved in the work exchange).

### Patrol Supplemental Resourcing

11(14) Other than exceptions in this article, nothing in this article is intended to create a ten (10) hour Patrol Division shift without mutual agreement of the parties.



## Work Group Designations

11(15) The assignment of units and positions within Work Groups as discussed in Article 11 of the Collective Agreement are as follows. These designations may be modified during the term of the Collective Agreement by mutual agreement of the parties through the Labour/Management Committee.

### Patrol Division

- All members assigned to Patrol Watches
- Investigation and Support Unit
- Patrol Domestic Violence Officers

### Investigative Units

- Major Crimes Unit
- Financial Crimes Unit
- Special Victims Unit
- Internet Child Exploitation
- Behavioural Assessment and Management Unit

### Surveillance / Project Units

- Strike Force
- Crime Reduction Unit

### Operational Support Units

- Community Resource Officers
- Assertive Community Treatment Officers
- Esquimalt Administration
- Schools Officers
- Traffic Section
- Bike Section
- Beat Section
- GVERT (Tactical Unit) officers (where not otherwise assigned)

### Administrative

- **Patrol** Administrative Staff Sergeant
- **Investigation and Support Unit Sergeant(s)**
- Forensic Services
- Human Resources
- Computer Forensics Unit
- Historical Case Unit
- Analysis and Intelligence Unit
- Operational Planning
- Executive Services

## Secondment / Integrated / Recruit Training Units

- Combined Forces Special Enforcement Unit
- Integrated Road Safety Unit
- Integrated National Security Enforcement Team
- Justice Institute (Instructors)
- Regional Domestic Violence Unit
- Integrated Mobile Crisis Response Unit
- Mobile Youth Services Team.

## **ARTICLE 12, MEMBERS' BENEFITS**

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

A member, including 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 from the first day of the month following the date of employment.

~~The Board shall make available to all permanent members coverage under the Medical Services Plan and the Extended Health Benefits (to a lifetime maximum of one million dollars (\$1,000,000.00)).~~ **The Board shall make available to all permanent members coverage under the Extended Health Benefits Plan an unlimited lifetime maximum amount.**

#### (a) Vision Care

Coverage to provide for the purchase of corrective lenses, including corrective sunglasses, and frames or contact lenses to a maximum payable amount of ~~four~~ **five** hundred dollars (~~\$400.00~~ **\$500.00**) per person in any two (2) calendar year period.

#### (b) Eye Examinations

Routine eye examinations every two (2) calendar years to a maximum of one hundred and twenty-five dollars (\$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 one thousand dollars (\$1000.00) per person in a five (5) calendar year period.

#### (d) Practitioners

- (i) Acupuncturist to a maximum of ~~three~~ **five** hundred ~~fifty~~ dollars (~~\$350.00~~ **\$500.00**) per calendar year;
- (ii) Naturopath to a maximum of ~~three~~ **five** hundred ~~fifty~~ dollars (~~\$350.00~~ **\$500.00**) 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 ~~three~~ **five** hundred dollars (~~\$300.00~~ **\$500.00**);
- (vii) The maximum amount per calendar year for speech language pathologist shall be five hundred (\$500.00) dollars.

*(e) through (g) current contract language*

(h) Psychological Health Plan

With a ~~three~~ **five** thousand dollar (~~\$3,000.00~~ **\$5000.00**) annual cap on a ~~fifty/fifty (50/50) cost share basis between the member and the~~ **one hundred percent (100%) Employer paid basis. Reimbursement rate is at 100% and the deductible for the plan is not applicable.** This plan shall be confidential.

*Remainder of clause current contract language*

## ARTICLE 13, LEAVE OF ABSENCE

### 13(3) Maternity, Parental and Adoption Leave

#### Length of Leave

(i) Maternity Leave ~~Birth or Adoptive Mother~~

A pregnant member ~~or an adoptive mother~~ shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to ~~thirty- five~~ **sixty-one (3561)** consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

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

(ii) Parental Leave ~~Birth Father and Adoptive Parent~~

A member who is the ~~birth father, the adoptive father or the adoptive mother~~ **non-birthing parent, including an adoptive parent**, shall be entitled to up to ~~thirty- five~~ **sixty-two (3562)**

consecutive weeks of parental leave without pay. The member shall take the leave within ~~fifty-two~~ **seventy-eight (5278)** weeks of the child's birth or date the child comes within the care and custody of the member.

(iii) Maximum Allowable Leave

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be ~~fifty-two~~ **seventy-eight (5278)** continuous weeks-, **plus any additional leave pursuant to Article 13(3)(a)(iv).**

(iv) Additional Parental Leave

**If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave beginning immediately after the end of parental leave taken under 13(3)(a)(i) or (ii).**

*(b) through (d) current contract language*

(e) Benefits

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

(f) Supplemental Employment Insurance Plan

~~Birth mothers~~ **Pregnant members** who are entitled to maternity leave as provided for in Article 13(3) of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive Supplemental EI Plan payments.

- (i) Subject to the approval of the Employment Insurance Commission ~~birth fathers~~ **non-birthing parents** who, due to the death or total disability of the ~~birth mother~~ **birthing parent**, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive Supplemental EI Plan payments.

- (ii) The Plan is intended to supplement the Employment Insurance benefits received by members while they are temporarily unable to work as a result of giving birth or as provided for in clause (i) above.
- (iii) The Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by a member and ~~ninety-five~~ **one hundred percent (95%~~100%~~)** of their gross weekly earnings for the first seventeen (17) weeks of leave.
- (iv) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations specifically that when combined with a member's weekly Employment Insurance benefit the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (v) Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time a member is receiving benefits. Under this Plan the Employer does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any pay backs arising from changes to or the application of the tax regulations.

**(g) Employment Standards Leave Provisions**

**The parties to this agreement will accommodate employees requiring any leave provisions which are relevant within the BC Employment Standards Act.**

**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, **but within Canada or the United States**, 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 _____	\$18.00
_____ Lunch _____	\$20.00
_____ Dinner _____	\$32.00
_____ Incidentals for each overnight stay _____	\$10.00
_____ Probationer/Recruit _____	\$38.00

**Per-diem rates will be paid at 78% of the National Joint Council of the Public Service of Canada published rates for Breakfast, Lunch, Dinner and Incidentals for each overnight stay for travel within Canada. Rates for meal expenses for travel in the United States will not vary, be the same as for travel inside Canada, but will include the applicable exchange rate.**

**A Probationer/Recruit will be compensated at a rate of \$38.00 per day while attending Block 1 or 3 training at the JIBC unless 20(4) applies.**

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.

~~20(3) The allowances set out in clause (2) above may, during the term of the collective agreement, be improved by the Board after consultation with the Union.~~

~~(i) Members who are required to perform their duties away from the Greater Victoria area and with approval of the Chief Constable may choose to stay in non-commercial lodging and shall be entitled to claim \$ 30.00 dollars per night.~~

~~(ii) The Chief Constable may direct a recruit to reside in a suite, residence, or domicile paid by the Board where kitchen facilities are supplied and in such instances the rate for meal allowance shall be twenty seven dollars \$27.00 per day, provided the facilities are supplied for a period of four (4) consecutive weeks or more.~~

~~(iii) The Chief Constable may direct a member to reside in a suite, residence, or domicile paid by the Board where kitchen facilities are supplied and in such instances the rate for meal allowance shall be thirty dollars (\$30.00) per day, provided the facilities are supplied for a period of four (4) consecutive weeks or more.~~

**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, outside of Canada or the United States, with the result that they cannot take their meals at their normal home location.**

**(i) Per-diem rates will be paid at 75% of the National Joint Council of the Public Service of Canada published rates.**

**(ii) The Controller and employee(s) will agree to the best way to access the necessary funds.**

**(iii) Any disagreements arising from the process above will be referred to a DCC. The matter may be elevated to the Labour/Management Committee as necessary.**

**20(4) The following shall also apply:**

- (i) Members who are required to perform their duties away from the Greater Victoria area and with approval of the Chief Constable may choose to stay in non-commercial lodging and shall be entitled to claim \$ 30.00 CAD dollars per night.
- (ii) The Chief Constable may direct a recruit to reside in a suite, residence, or domicile paid by the Board where kitchen facilities are supplied and in such instances the rate for meal allowance shall be twenty-seven dollars \$27.00 per day, provided the facilities are supplied for a period of four (4) consecutive weeks or more.
- (iii) The Chief Constable may direct a regular member to reside in a suite, residence, or domicile paid by the Board where kitchen facilities are supplied and in such instances the rate for meal allowance shall be thirty dollars (\$30.00) per day, provided the facilities are supplied for a period of four (4) consecutive weeks or more.

**20(45)** 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.

**20(6)** The allowances set out in clauses (2), (3) and (4) above may, during the term of the collective agreement, be improved by the Board after consultation with the Union.

## LETTERS OF UNDERSTANDING

LOU No. 1	Victoria and Esquimalt Police Board Employee Parking	<b><i>Renew</i></b>
LOU No. 2	Job Sharing	<b><i>Renew</i></b>
LOU No. 3	Restructuring of the Patrol Division and the Implementation of the Strike Force Unit	<b><i>Rescind</i></b>
LOU No. 4	Statutory Amendments Review Committee	<b><i>Renew</i></b>
LOU No. 5	Employees Transferred from the Esquimalt Police and Fire Department to the Victoria and Esquimalt Police Board	<b><i>Renew</i></b>
LOU No. 6	Hours of Work	<b><i>Rescind</i></b>
LOU No. 7	Secondment Agreements	<b><i>Renew</i></b>
LOU No. 8	Special Municipal Constables Committee	<b><i>Rescind and Replace</i></b>
LOU No. 9	Employer Issued Smart Phones	<b><i>Rescind</i></b>
LOU No. 10	GVERT Training	<b><i>Rescind</i></b>
LOU No. 11	Domestic Violence Officers	<b><i>Rescind</i></b>
LOU No. 12	Investigative Support Unit	<b><i>Rescind</i></b>
LOU No. 13	Hours of Work	<b><i>Rescind</i></b>

*Note: LOUs to be renumbered as necessary*



## LETTER OF UNDERSTANDING NO. XX

BETWEEN:

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

AND:

THE VICTORIA CITY POLICE UNION  
(hereinafter referred to as the "Union")

### PATROL BACKFILL

- 1) For the purposes of this Letter of Understanding, "Patrol Backfill" or "Patrol Supplemental Resourcing" is the practice of assigning members from work units outside of the Patrol Division to add supplementary resources to the Patrol Division during peak days and times as agreed to between the Parties and as amended from time-to-time.
- 2) The parties agree that members from Operational Support Units will be assigned to work within the Patrol Division and perform the normal duties assigned to members of the Patrol Division while working a ten (10) hour shift consistent with section 11(7) of the Collective Agreement.
- 3) The parties agree that, subject to change by mutual consent, the following Patrol Supplemental Resourcing will occur:
  - a. Four (4) members will be assigned on Friday and Saturday nights with the shift ending no later than 0200 hours the following day, unless extended under section 7(2) of the Collective Agreement.
- 4) The parties agree to discuss, in good faith, additions or changes to section 3 above when qualitative and/or quantitative data suggests a need to meet the public safety mandate.
- 5) The parties agree that this is a practice that the parties would like to reduce or eliminate as a routine practice.
- 6) The parties acknowledge that substantial conversation has taken place to identify a mutually acceptable alternative; however, no reasonable alternative has yet been identified.
- 7) The Parties agree to establish a joint committee of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Union. The purpose of this committee shall be to examine and make mutually agreed recommendations in relation to the long-term elimination of the practice of Patrol Backfill.

- 8) 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.
  
- 9) The provisions of this Letter of Understanding shall continue despite the expiry of the current Collective Agreement and shall expire on Dec. 31, 2021. The parties agree that the intent is for the project to renew thereafter until such time as the matter can be resolved by mutual agreement of the parties.

LETTER OF UNDERSTANDING NO. XX

BETWEEN:

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

AND:

THE VICTORIA CITY POLICE UNION  
(hereinafter referred to as the "Union")

SPECIAL MUNICIPAL CONSTABLES (SMC)

- 1) The parties signatory hereto agree that this Letter of Understanding is attached to, and forms part of the current collective agreement.
- 2) The purpose of this Letter of Understanding is to set out:
  - a) the terms and conditions of employment for employees hired to work as special municipal constables (SMC);
  - b) the wages to be paid to such employees; and
  - c) the duties and responsibilities of such employees.
- 3) Where a conflict exists between the terms of this Letter of Understanding and the collective agreement, then the terms of this Letter of Understanding shall apply.
- 4) It is further understood that matters arising in the administration of this Letter of Understanding shall be subject to discussion by the parties at the Union-Management Committee established in Article 23 of the collective agreement.
- 5) In the event of a dispute pursuant to Article 14(1), the grievance and arbitration process set out in Article 14 shall apply.
- 6) SMCs assigned to the duties contained herein are, for the period of this Letter of Understanding, to be considered a distinct classification of employee separate from Jail Guards.
- 7) It is also understood by the parties that "regular" sworn police constables shall not be assigned to the function of a SMC without agreement of the Union (for example, the "duty to accommodate").

General Provisions

- 8) The following provisions of the collective agreement shall apply to SMC:
  - a) Article 1 - Recognition and Definitions;
  - b) Article 2 - Terms of Agreement;
  - c) Article 3 - Union Security;

- d) Article 4 – Remuneration (wages as per section 2.012 of this LOU);
  - e) Article 6(2) - Cleaning Allowance;
  - f) Article 6(4) - Shift Differential;
  - g) Article 6(9) - Occupational Health and Safety;
  - h) Article 6(10) - Medical Attendance;
  - i) Article 7 – Overtime;
  - j) Article 12 (10) – Indemnification of Members;
  - k) Article 14 – Grievance and Arbitration Procedure; and
  - l) Letter of Understanding No. 1 - Employee Parking.
- 9) Notwithstanding Article 3, a maximum of four (4) Special Municipal Constables may be employed by the Board unless mutually agreed upon by the parties.
- 10) The employees covered within this Letter of Understanding shall be subject to Reduction in the Work Force, Layoff and Recall (as per Article 24) prior to any other members of the bargaining unit regardless of seniority.

Hours of Work

- 11) The hours of work of SMCs shall be established by the Employer and shall be consistent with Article 11 of the collective agreement.

Wages

- 12) The hourly rate of pay applicable to SMC employees set out in this Letter of Understanding, from the date of hire by the Employer, shall be:
- 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.
- 13) An employee shall move from Step 1 to Step 2 of the pay structure after completing two thousand eighty (2080) hours of pay and from Step 2 to Step 3 after completing a further two thousand eighty (2080) hours of pay.

Vacation, Statutory Holiday, and Health and Welfare Premiums

- 14) In lieu of vacation entitlements, statutory holiday pay, health and welfare entitlements, pension, sick leave and such benefits a SMC will receive twelve per cent (12%) of their gross wage earnings.

Duties and Responsibilities

- 15) The intent of the parties is to create a classification of employee who will provide support to “regular” sworn police constables by performing low-risk tasks and assisting members with primarily non-investigative functions that do not require fully qualified or certified police constables.

- 16) SMCs shall be considered a uniformed position.
- 17) SMC shall not perform any duties of a criminal investigative nature beyond those identified herein. A SMC may be assigned by the employer to perform the following duties and functions:
  - a) Document Services – service of subpoenas;
  - b) Front Desk – perform duties historically completed by police constables assigned to the front desk, excluding anything of a criminal investigative nature (i.e. may create calls for service, take and enter the information required to create calls for service, but shall not collect evidence or complete criminal investigative functions);
  - c) Property Files – receive, process and return property coming into possession of the department, including conducting basic research through the use of department databases to identify owners of property;
  - d) Property Transfer – as directed by “regular” sworn police constables to pick-up and transfer property being seized by members for the purpose of delivering said property and lodging as an exhibit (such as video evidence and recovered stolen property);
  - e) Reports - utilize PRIME as directed by a supervisor and/or as required to perform approved tasks of a SMC. An SMC may enter information and complete statements required to support these roles;
  - f) Special Events – SMC may be assigned to non-policing roles such as issuing equipment, logistical support, and transportation of equipment and personnel;
  - g) Scene Security – SMC may be assigned to provide scene continuity/security (secured crime scene, collision scene, or similar) provided that the scene is considered low risk for the return of a suspect/subject and does not present undue risk to the SMC;
  - h) Jail Guard Duties – SMCs may be assigned to work as Jail Guards when efforts to fill vacancies with casual jail guards or calling out a regular jail guard have been exhausted. This provision does not prohibit the SMC from otherwise providing assistance to Jail Guards;
  - i) Other duties as mutually agreed upon by the parties.

#### Term of the Project

- 18) The provisions of this Letter of Understanding shall continue despite the expiry of the current Collective Agreement and shall expire on Dec 31, 2021, unless extended by mutual agreement.

- 19) Either party may withdraw from this Letter of Understanding by providing a minimum of three (3) months written notice. However, this notice may only be delivered after the parties have met, in good faith, to address any issues of concern.
- 20) Upon termination of the project an employee hired to fulfill the duties shall receive two (2) weeks of paid salary as severance. In the event the project results in full time positions, the employees in these roles shall have posting rights over external candidates for any available positions and no severance shall be paid if the employee chooses to seek other employment.
- 21) In such case that the project of utilizing SMCs as identified in this Letter of Understanding is deemed successful, and there is desire to expand or make those positions permanent, the intent of the parties is to examine the feasibility of creating a single classification of employee by combining jailers and SMCs.

## LETTER OF UNDERSTANDING NO. XX

BETWEEN:

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

AND:

THE VICTORIA CITY POLICE UNION  
(hereinafter referred to as the "Union")

### ARTICLE 25, Regular Jail Guards

- 1) The parties signatory hereto agree that this Letter of Understanding is attached to, and forms part of the current collective agreement.
- 2) This Letter of Understanding continues as long as the Letter of Understanding regarding Special Municipal Constables remains in effect.
- 3) Where a conflict exists between the terms of this Letter of Understanding and the collective agreement, the terms of this Letter of Understanding shall apply.
- 4) It is further understood that matters arising in the administration of this Letter of Understanding shall be subject to discussion by the parties at the Union-Management Committee established in Article 23 of the collective agreement. In the event of a dispute pursuant to Article 14(1), the grievance and arbitration process set out in Article 14 shall apply.
- 5) It is also understood by the parties that "regular" sworn police constables shall not be assigned to the function of a "jail guard" without agreement of the Union (for example, the "duty to accommodate"). Notwithstanding, the employer may assign a "regular" sworn constable to the jail guard function temporarily where no jail guards are available to perform the jail guard function.

### General Provisions

- 6) The following articles of the collective agreement are added to Article 25(1)(a) of the collective agreement:
  - Articles 10(1), 10(2), and 10(4); and
  - Article 16 Disciplinary Action, Outside Employment; and
  - Article 20 Expenses.
- 7) Article 25(1)(c) shall be amended and will include the addition of 7(4).

### Wages

- 8) The hourly rate of pay applicable to Jailers, from the date of hire by the Employer, shall be:

- 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.

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

#### Duties and Responsibilities

- 10) Jailers shall fulfill the roles and duties traditionally assigned to jail guards who work in the Victoria Police Department Jail.
- 11) Additional duties and responsibilities may be added subject to agreement of the parties.

#### Intention of the Parties

- 12) In such case that the trial of utilizing Special Municipal Constables as identified in Letter of Understanding No. XX is deemed successful, and there is desire to expand or make those positions permanent, the intent of the parties is to examine the feasibility of creating a single classification of employee by combining jailers and SMCs as defined in Letter of Understanding No. XX.



## LETTER OF UNDERSTANDING NO. XX

BETWEEN:

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

AND:

THE VICTORIA POLICE UNION  
(Hereinafter referred to as the "Union")

### ACCUMULATION OF ANNUAL LEAVE/SICK HOURS

In recognition of the Parties agreement that the accumulation of paid and unpaid annual leave/sick hours represent a set of complex issues, the Parties agree to establish a joint committee of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Union. The Committee will meet following the ratification of the new Collective Agreement for the purpose of discussing the accumulation of paid and unpaid annual leave/sick hours related to time off during a compensable injury under WorkSafe BC, sick leave, maternity/parental leave, and suspension under the *Police Act* considering issues of mutual concern such as human rights legislation and other applicable law.

The Parties agree to include but not be limited to the following guiding principles:

- 1) The accumulation of paid and unpaid annual leave/sick hours must respect all relevant law, but also respect the principle of fairness among members, and reflect responsible resource utilization on the part of the Employer.
- 2) The resolution of the issue is time sensitive and therefore should be resolved quickly, and in any event within 60 days.
- 3) Members off work due to a compensable injury, sick leave, maternity/parental leave, or a *Police Act* suspension with pay and allowances should not realize an accumulation of annual leave hours that puts them in a more advantageous position respecting accumulation of annual leave hours than those who are not off work.
- 4) Members currently accumulating leave hours while off work on a compensable injury, sick leave, maternity/parental leave, or a *Police Act* suspension with pay and allowances shall not be reduced any hours accumulated to date, but may not accumulate any further hours except up to the maximum allowed under the newly agreed to Collective Agreement language that is ratified as a result of the recommendations of the Committee.
- 5) Accumulation of hours related to WorkSafe, Sick leave, and maternity/parental leave are distinct from suspensions with pay and allowances under the *Police Act*. A suspension under the *Police Act* is not a protected ground in human rights and accumulation of annual leave while under suspension ought to be more restrictive, and take into consideration the outcome of the police discipline process.

- 6) Accumulation of hours should not be associated with a member's use of sick hours from the Victoria City Police Union Sick Bank.

The Committee's recommendations to amend the Collective Agreement respecting the foregoing may be implemented during the term of the Collective Agreement upon ratification by the Police Board and the Union.

## **SCHEDULE A - WAGES AND TERM**

*The Employer proposes the following term and wage increases:*

Any agreed amendments will come into effect on the first day of the month following the date of ratification by both parties, unless specifically determined otherwise.

### **Police Constables, Sergeants, and Staff Sergeants**

January 1, 2019	2 ½% of the 1 <sup>st</sup> Class Constable Rate, indexed as set out in the current Collective Agreement.
January 1, 2020	2 % of the 1 <sup>st</sup> Class Constable Rate, indexed as set out in the current Collective Agreement.

### **Jail Guards, Jail Guard Supervisors**

January 1, 2019	2 ½% of the current wage rate.
January 1, 2020	2 % of the current wage rate.

*Note: The **Parties agree** Union proposes that all negotiated wage increases will be retroactive, so that the Employer will make a lump sum payment to each employee that reflects the difference in wages paid to the negotiated wages from January 1, 2019 to the date of ratification of the agreement, including corresponding adjustments of all income earned, including but not limited to, overtime pay, specialist pay, retirement payouts and pension accrual.*


IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS MEMORANDUM OF SETTLEMENT TO BE EXECUTED THIS 20<sup>th</sup> DAY OF October IN THE YEAR 2020, IN THE CITY OF VICTORIA, BRITISH COLUMBIA

SIGNED ON BEHALF OF THE EMPLOYER

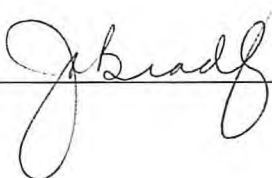


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SIGNED ON BEHALF OF THE UNION



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