

AGREEMENT

BETWEEN

THE OAK BAY POLICE BOARD

AND

THE OAK BAY POLICE ASSOCIATION

January 1, 20**23** – December 31, 20**24**

ARTICLE 1, RECOGNITION AND DEFINITIONS	3
ARTICLE 2, TERM OF AGREEMENT	4
ARTICLE 3, ASSOCIATION SECURITY	4
3(4) No Discrimination	5
ARTICLE 4, REMUNERATION	5
ARTICLE 5, PAY FOR ACTING SENIOR CAPACITY	5
ARTICLE 6, SPECIAL ALLOWANCES.....	6
6(1) Clothing Allowance.....	6
6(2) Cleaning Allowance.....	7
6(3) Educational Fund	7
6(4) Shift Differential	8
6(5) Field Instructor.....	9
6(6) Standby - E.R.T.....	9
6(7) Specialists	9
6(8) Training and Training Compensation for Members	9
6(9) Occupational Health and Safety	10
6(10) Medical Attendance.....	10
6(11) Firearms and/or Use of Force Trainer	10
ARTICLE 7, OVERTIME	11
7(3) Call Out	11
7(4) Court Time Schedule.....	12
7(5) Overtime while on Secondments and Special Arrangements.....	14
ARTICLE 8, VACATIONS.....	14
ARTICLE 9, STATUTORY HOLIDAYS	16
ARTICLE 10, ELECTION RESPECTING PAY OR TIME OFF IN LIEU OF OVERTIME..	17
ARTICLE 11, HOURS OF WORK.....	17
11(6) Investigative Telephone Calls.....	19
ARTICLE 12, MEMBERS' BENEFITS	19
12(1) Dental Plan.....	19
12(2) Group Life Insurance	19
12(3) Extended Health Benefits	20
12(4) The Effect of Unpaid Absences on Benefits	21
12(5) Sick Leave.....	21
12(6) Family Illness Leave.....	22
12(7) Retirement.....	22
12(9) Complaints and Investigations Involving Members.....	23
12(10) Indemnification of Members	23
12(11) Compassionate Leave.....	27
12(12) Occurrence of Sickness While on Duty	27
12(13) Death and Permanent Disability Plan	27
12(14) Incapacity of Members	28
12(15) Municipal Pension Plan	28
12(16) Resigned and Retired Members.....	28
12(17) Accumulation of Vacation and Sick Leave Benefits while on Specified Leaves	28
ARTICLE 13, LEAVE OF ABSENCE	29
13(1) Association Officials	29

13(2) General Leave.....	29
13(3) Maternity, Parental and Adoption Leave	29
ARTICLE 14, GRIEVANCE AND ARBITRATION PROCEDURE	32
ARTICLE 15, DETECTIVE-CONSTABLES.....	33
ARTICLE 16, DISCIPLINARY ACTION.....	33
ARTICLE 17, ACCESS TO PERSONNEL RECORDS.....	34
ARTICLE 18, NOTICES, CORRESPONDENCE, COPIES OF CONSTITUTION AND	34
AGREEMENT	34
ARTICLE 19, ADMINISTRATIVE REGULATIONS, NO WORK STOPPAGE.....	35
ARTICLE 20, EXPENSES	35
ARTICLE 21, PROMOTION AND PROGRESSION	36
21(1) Probation.....	36
21(2) Promotions and Progressions	37
21(4) Experienced Police Officers	38
ARTICLE 22, SAVINGS CLAUSE	38
22(1) Articles Held Invalid.....	38
22(2) Negotiations for Replacement of Articles Held Invalid.....	38
ARTICLE 23, LABOUR/MANAGEMENT COMMITTEE	39
ARTICLE 24, REDUCTION IN WORKFORCE, LAYOFF, RECALL	39
24(1) Definitions.....	39
24(2) Notification to Association	40
24(3) Notification to Members.....	40
24(4) Reduction in Rank.....	40
ARTICLE 25, PRINTING OF AGREEMENT	40
ARTICLE 26, LETTERS OF UNDERSTANDING	40
SCHEDULE "A" – SALARY SCHEDULE	42
SCHEDULE "B" - DEATH AND PERMANENT DISABILITY PLAN	43
SCHEDULE "C" - DENTAL PLAN	46
LETTER OF UNDERSTANDING NO. 1.....	48
ADMINISTRATIVE ASSISTANT/SUPPORT SERVICES/RECORDS.....	48
LETTER OF UNDERSTANDING NO. 2.....	50
JOB SHARING	50
LETTER OF UNDERSTANDING NO. 3.....	54
INDEXING AND TRAINING DAYS	55
LETTER OF UNDERSTANDING NO. 5.....	58
FULLTIME FRONT DESK CLERK	58
LETTER OF UNDERSTANDING NO. 6.....	59
SECONDMENT AGREEMENTS	60
LETTER OF UNDERSTANDING NO. 7	61
SPECIAL MUNICIPAL CONSTABLES (SMC).....	61

THIS AGREEMENT

BETWEEN:

THE OAK BAY POLICE BOARD,
(hereinafter referred to as the "Board")

AND:

THE OAK BAY POLICE ASSOCIATION,
(hereinafter referred to as the "Association")

WHEREAS it is desirable for the purpose of maintaining the efficient operation of the Police Department, that harmonious relations be maintained between the Board and the members of the Association, 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(1) (a) The terms and conditions of this Agreement shall apply to all members of the Association as specially provided in the certificate of bargaining authority granted to the Association, and as varied from time to time by the Labour Relations Code of British Columbia.
- (b) Wheresoever the singular appears it shall be deemed to mean the plural where the context requires.
- 1(2) (a) "Party" shall mean either of the Parties to this Agreement.
- (b) "Association" shall mean the Oak Bay Police Association.
- (c) "Board" shall mean the Oak Bay Police Board.
- (d) "Bargaining Unit" shall mean all the members of the Department excluding the Chief Constable and the Deputy Chief.
- (e) "Member" shall mean all of the persons in the employ of the Board who are covered by this Agreement.
- (f) "Probationary Member" shall mean a member paid at a monthly rate and filling a permanent position but who is fulfilling their probationary period towards permanency.

- (g) "Department" shall mean the Oak Bay Police Department.
- (h) "Seniority" means continuous service with the Employer since the most recent date of hire that is uninterrupted by lay-off, resignation or termination. In the event two or more members have the same date of hire then the order of seniority shall be determined by lottery. In the event a member is granted an unpaid leave of absence (excluding Maternity/Parental/Adoption Leave) in excess of three (3) calendar months then a member's seniority date shall be "frozen" and seniority shall not accrue during such approved leave. Upon return to work, the member's seniority date shall be adjusted to ensure seniority has not continued during the absence from work.
- (i) "Spouse" – includes husband, wife and common-law spouse.
- (j) "Common-law Spouse" pursuant to Provincial legislation.

ARTICLE 2, TERM OF AGREEMENT

- 2(1) This Agreement shall be in effect from and including January 1, 2023 to and including December 31, 2024, 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.
- 2(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.
- 2(3) Subsection (2) and (3) of Section 50 of the Labour Relations Code shall be inoperative and shall not be applicable to this Agreement.
- 2(4) Subject to the provisions of Section 50 (1) 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

- 3(1) The Board recognizes the Association as the sole bargaining agent for the bargaining unit and every member shall have the right to become a member of the Association and to participate in the lawful activities thereof.
- 3(2) (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 membership.
 - (c) The Association agrees that the Board shall be the judge of the competency of all members during their probationary period.
- 3(3) (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 or 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) This deduction shall be made in respect of all subsequent months provided a member receives pay any part of the month.
- 3(4) No Discrimination
The Employer and the Association agree that there shall be no discrimination or coercion exercised or practised with respect to any member by reason of legal activity in the Association.

ARTICLE 4, REMUNERATION

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

ARTICLE 5, PAY FOR ACTING SENIOR CAPACITY

- 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 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(2) If a position under Section (1) of this Article is filled by the same member 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 Department Promotional Policy.
- 5(3) Section (2) above shall not apply to vacancies created when members are seconded to agencies which are not under the direct administration of this

Department; nor to positions vacant through accident or illness, leave of absence, training or any other occasion mutually agreed upon.

- 5(4) Section (2) above shall not apply in the event of exigent circumstances, when after consultation with the Association, the Chief Constable may keep a member in the senior rank until the matter in question has been resolved.

ARTICLE 6, SPECIAL ALLOWANCES

6(1) Clothing Allowance

- (a) Every uniformed member shall be issued on an as-required basis, at the discretion of the Chief Constable, the following items of uniform: jacket, trousers, overcoats, caps, waterproof clothing, boots/shoes, ties, gloves, shirts, and socks. The last issue of such items shall remain the property of the Board. A refusal to issue may be appealed through regular grievance procedure as outlined in Article 14 of this Agreement.
- (b) Style and character of the uniform 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 designate, for the purpose of communicating the views of the Association with respect to the style and character of uniforms and equipment other than prescribed by the Police (Uniforms) Regulations. Prior to a change being made in the style or character of the uniforms or equipment the Association will be advised of the proposed change and afforded an opportunity of considering the proposed changes and meeting with the Chief Constable, or designate, for the purpose of making representations with respect to the proposed changes.
- (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 there shall be a maximum of two hundred and fifty dollars (\$250.00) in any single claim or incident in regard to watches and jewellery.
- (d) All members granted permanent clothing allowance shall be paid the sum of eighty-nine dollars and seventeen cents (\$89.17) per month in lieu of the clothing mentioned in Subsection 6(1)(a), 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), the sum of five dollars (\$5.00) for each day such members are required to work in plain clothes. The allowance shall be paid cash in advance, semi-annually, on January 1st and July 1st of each year.

- (e) Members absent on unpaid leave of absence, vacation, sick leave, or Workers' Compensation benefits for a period in excess of four (4) consecutive weeks shall not be entitled to clothing allowances set out in this Agreement for the duration of such absence(s).
- (f) Each member entitled to a clothing issue shall be provided, on an as required basis supported by a proof of purchase and approved by the Chief Constable, a maximum amount of three hundred and fifty dollars (\$350.00) every three years towards the purchase of regulation style boots and shoes.

6(2) Cleaning Allowance

- (a) In lieu of the Employer providing a cleaning service to members (without cost to a member) and for the purpose of the cleaning of clothing used by a member in the performance of their duties, the Employer shall in January of each calendar year provide to the Association an amount equal to the sum of thirty dollars (\$30.00) per month per Employee for that calendar year. The Association shall administer the cleaning service for eligible Employees. In the event an Employee eligible for the cleaning service leaves the service of the Employer, then the Association shall reimburse the Employer for the months of service prepaid by the Employer yet not utilized by the Employee.
- (b) A member on unpaid leave of absence, paid sick leave or a WorkSafeBC claim in excess of sixty (60) consecutive days shall not receive the cleaning allowance set out in 6 (2)(a) above.
- (c) The clothing allowances (excluding dry cleaning) referred to in Subsections 6(1)(d), and 6(1)(f) shall be amended from cash in advance, to providing reimbursement to members upon presentation of receipts. Notwithstanding the foregoing, in no circumstance shall the reimbursement costs exceed the amount the member was entitled to under Subsections 6(1)(d) and 6(1)(f).

6(3) 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 service 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 Chief Constable together with relevant documents. The Chief Constable will rule on the acceptability of the course, the member's enrolment, and the provision of financial assistance.
- (e) Tuition fees will be paid in the first instance by the members. With respect to courses involving a final examination, the Board will reimburse the member for the tuition fees upon the member submitting evidence that they have successfully completed the course. With respect to courses not involving a final examination, the Board will reimburse the member for their tuition fees upon the member producing written proof from the Course Administrator certifying a minimum of eighty per cent (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 may be recovered if a member resigns, or is discharged from the Department, within five (5) years of completion of such course.
- (h) The Association shall be afforded the opportunity of meeting with the Chief Constable, or designate, 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 designate, for the purpose of making representations with respect to the proposed changes.

6(4) Shift Differential

- (a) **The Shift Differential will apply to members assigned to patrol for hours worked between, 2200-0600.**
- (b) **The Shift Differential will not apply to a member who was scheduled to be on patrol, but the member was on any form of leave or non-patrol assignment.**
- (c) **The Shift Differential will be a 5% increase in the members' hourly rate for the period worked between 2200-0600 only.**

(d) Members are not entitled to the Shift Differential for shifts or hours worked as a result of a callout or overtime.

6(5) Field Instructor

A member who is fulfilling the duties and responsibilities of a field instructor shall be paid an additional allowance of seven and one-half percent (7.5%) of the Constable First Class (at Index 100) hourly rate of pay for each tour of duty or portion thereof.

6(6) Standby - E.R.T.

Operational members of the Emergency Response Team who are ordered to be on standby shall be paid an additional allowance of one hundred dollars (\$100.00) per month but to be deducted three dollars and thirty-five cents (\$3.35) per day for each day the member is not available for duty.

6(7) Specialists

In the event a member of the Oak Bay Police Department is seconded to another jurisdiction or assigned to a specialist function where an existing specialist premium is paid then the Oak Bay member shall receive the prevailing specialist pay premium (for example ERT specialist pay premium) for the duration of the assignment.

6(8) Training and Training Compensation for Members

- (a) Unless otherwise authorized in this Article, the provisions of Article 7 do not apply to members attending or providing training.**
- (b) Members may be rescheduled to facilitate training programs as set out in this Article.**
- (c) “Training” shall include receiving or providing instruction for the purposes of meeting any identified policing standard or skill set required to be proficient in a member’s assigned duties or future duties and includes any secondary duties. Training may include professional conferences approved by the Employer. Training hours to satisfy requirements for indexing are excluded. All training requires pre-approval by Chief Constable or designate.**
- (d) “Voluntary training” is optional and has no direct impact upon a member’s duties but is supported by the Employer as a personal or professional developmental opportunity. Voluntary training includes but is not limited to attending information sessions, assisting with the training of Department volunteers or community members.**
- (e) Education programs taken voluntarily through a college or university are not training.**
- (f) Where a member is required by the Employer to attend a course of training related to their position in the Oak Bay Police Department**

and the training is located outside the Capital Regional District, the time spent travelling to and from the course location while off duty, shall be compensated at an equivalent period of time off work with pay at straight time rates. The time off duty shall be scheduled as soon as practical upon return from the training course and will be scheduled by mutual agreement between the member and the Employer.

- (g) Any member scheduled to attend pre-approved training that is 4 or 5 consecutive days in duration shall be rescheduled from their normally scheduled weekly tour-of-duty which most closely matches or aligns with the training dates (block-for-block/week-for-week, no overtime will be accrued). A member scheduled to attend training that is up to 3 consecutive days or for those days in excess of 5 days but less than 8 shall be rescheduled from their normally scheduled daily tour-of-duty which most closely matches or aligns with the training dates (day-for-day/week for week). Where it is not possible to schedule days in lieu adjacent to training the member may consent to alternative lieu days with supervisor approval.
- (h) At the Employer's sole discretion, the Employer may authorize overtime compensation for training at time and one half (1½ x) as an alternative to rescheduling.
- (i) Members who attend voluntary training on their time off that is pre-approved by the Chief Constable or designate may be compensated at straight time hour-per-hour banked as ACL.

6(9) Occupational Health and Safety

- (a) The Employer shall supply without cost to the member a protective vest upon request. Those members now using a protective vest will have the vest replaced when the vest is no longer serviceable.
- (b) This Section shall not apply to civilian members.

6(10) Medical Attendance

A member who is required to attend while off-duty at a medical facility for initial treatment and/or testing relative to a potential job-related exposure to a serious infectious disease, such as COVID-19 or variant, Tuberculosis, Hepatitis or HIV, shall receive six (6) hours regular straight-time compensation for such attendance.

6(11) Firearms and/or Use of Force Trainer

An Employee who is qualified as a Firearms and/or Use of Force Trainer, or other qualified specialized trainer as approved by the Chief Constable or designate, and required to perform the training duties receives, in addition to regular pay, compensation in the amount of five percent (5%) of their hourly pay for all hours worked as a trainer.

ARTICLE 7, OVERTIME

- 7(1) A member is entitled to overtime compensation only when the overtime is authorized in advance by the Chief Constable, or designate.
- 7(2) (a) **A member who is required immediately following completion of a shift to work overtime of fifteen (15) minutes or more in excess of the members regularly scheduled shift, shall be paid at a rate of one and one-half times (1½ x) the regular rate, exclusive of shift differential.**
- Overtime worked in excess of fifteen (15) minutes, up to one (1) hour over the regular shift shall be calculated in fifteen (15) minutes increments. Any time in excess of one (1) hour be an additional hour of overtime.**
- Overtime rates shall be one and one-half times (1½ x) the members regular hourly rate of pay for the first two (2) consecutive hours of an extended tour and two times (2x) the member regular hourly rate of pay thereafter.**
- (b) Overtime on a statutory holiday shall be at the rate of double time (2x), exclusive of shift differential.

7(3) Call Out

- (a) For the purpose of this Agreement a call out shall be when a member is **required to return to work other than during the members' regular tour of duty or work additional hours prior to or following** their regular detailed working hours.
- (b) **The three (3) hour minimum does not apply when an Employee is called out within three (3) hours of the start of a shift. Instead, the Employee is paid at two times (2x) their regular hourly rate until the start of the shift.**
- (c) A member who is called out on their regular working day shall be paid at a rate of double time (2x) of regular pay exclusive of shift differential, and the minimum compensation shall be a product equivalent to three (3) hours at the rate of double time (2x).
- (d) A member who is called out on a regular day off, or on advance credit leave or overtime leave, shall be paid at the rate of double time (2x) for each hour worked and the minimum compensation shall be a product equivalent to four (4) hours at double time (2x).
- (e) A member who is called out on a statutory holiday shall be paid at the rate of double time (2x) for each hour worked and the minimum compensation shall be a product equivalent to four (4) hours at double time (2x), and the

provisions of Section (3) of Article 9 do not apply.

- (f) A member who is called out during their annual leave shall be paid at the rate of two and one-half times ($2\frac{1}{2}x$) their rate of pay for each hour worked and the minimum compensation shall be twelve (12) hours at time and one-half ($1\frac{1}{2}x$).
- (g) The Chief **Constable** will consult with the Association on a fair call out procedure.

7(4) Court Time Schedule

- (a) The following compensation ~~in straight time pay~~ shall apply for attendance **at in** each court session:
 - (i) For members attending on a work day, but outside of their normal shift hours, **double time (2x) for a minimum 3 hour call out.**
 - (ii) **For members attending on a “designated leave” or “days off”, double time (2x) for a minimum 4 hour callout.**
 - (iii) **For members attending while on “annual leave”, double time (2x) for a minimum 8 hour call out.**
- (b) For the purposes of this Section:
 - (i) "Nightshift" shall mean any shift in which the normal hours conclude not earlier than 0201 and not later than 0930.
 - (ii) "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.
 - (iii) "Designated Leave" shall mean "advanced credit hours", "days off" and "leave of absence".
 - (iv) "Advanced Credit Hours" shall include "floater leave", "statutory leave" (as described in Section 9(1)) and "retained overtime".
 - (v) "Retained Overtime" shall mean those overtime hours retained from one (1) calendar year to the next.
 - (vi) "Days Off" means the scheduled time off between working days, not including "advanced credit hours", "overtime" and "annual vacation".
 - (vii) "Overtime" shall be considered as a working day.
 - (viii) "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 their employment with the Board.

- (ix) The past practise shall prevail in the Department in respect to the option and alternatives of the members and the Board insofar as members being reimbursed, either in pay or in lieu time off, or a combination of both, for time spent in court time, Article 7, Section (4), Subsections (a), (c), (d), (e) and (f).

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

Normal Workday

- (i) 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 their 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 the tour of duty. Time expended beyond tour of duty confined to:
 - in one (1) day, from commencement of overtime to return to residence.
 - if overnight stay is required, from commencement of overtime until the member's presence in Court is no longer required on that day.
- (iv) Signed court slip verifying date and time of attendance to be submitted with overtime slip.

Day Off

- (v) Where round trip completed within the day:
 - Time and one-half (1½x) for time expended between member leaving residence and returning to their residence.
- (vi) If overnight stay is required:
 - Working hours to be paid at time and one-half (1½x) shall consist of actual travelling time plus time when attending court, with a minimum of six (6) hours in any one (1) day.
- (vii) Signed court slip verifying date and time of attendance to be submitted with overtime slip.

- (d) Annual Leave

As in Article 7, Subsection 4(c)(vi) above, except the rates shall be double time (2x) with a minimum of twelve (12) hours in any one (1) day.

- (e) A member shall be considered to be notified of the cancellation of a scheduled court appearance if such de-notification is communicated to the member either in person or by telephone, email or text, and will include personal contact numbers where necessary, at least fifteen (15) hours prior to the scheduled court appearance. Contact efforts shall be recorded by the person making the de-notification.
- (f) 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 12, Section (7) (Workers' Compensation Supplement) shall not receive any benefits of this Article 7, but rather, shall receive only the benefits provided under Article 12, Section (8) (Workers' Compensation Supplement).
- (g) A member who is on sick leave of absence in excess of three (3) consecutive blocks of work shall not be entitled to overtime for attending a court action.

(h) Crown Phone by Interview

When the prosecutor has arranged to interview the member who is off duty on the telephone or by other remote means, the member shall be paid one and one-half (1½) hours of compensation for fifteen (15) minute increments outside of regularly scheduled hours. Interviews by telephone or by other remote means shall be by approval of the Department.

7(5) Overtime while on Secondments and Special Arrangements

- (a) Overtime earned while on secondment must be taken while on secondment or paid out prior to returning to duty with Oak Bay Police Department.
- (b) Overtime earned where the work assignment is funded through external sources must be paid out (not taken as leave).

ARTICLE 8, VACATIONS

8(1) Paid annual vacation for all members covered by this Agreement shall be allowed 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 shall be prorated on

the basis of the anticipated time the member will work during that calendar year, based upon annual entitlement. Should the member not actually work such anticipated time and, as a result, a vacation adjustment be requested by the Board, such adjustment shall be made by the member.

- (c) During the second (2nd) and up to and including the seventh (7th) calendar year of service - one hundred and twenty (120) hours.
- (d) During the eighth (8th) and up to and including the fifteenth (15th) calendar year of service - one hundred and sixty (160) hours.
- (e) During the sixteenth (16th) and 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 prorated on the basis of the time they have been employed in that year, based on their annual entitlement. If the adjusted annual leave balance should result in a deficit, the hours may be reconciled with a transfer of other leave or overtime hours, or will result in the member being responsible for financial reimbursement.
- (h) "Calendar Year" for the purpose of this Agreement shall mean the twelve-month period from January 1st to December 31st inclusive.
- (i) For the purposes of this Article "working days" shall mean eight (8) working hours.
- (j) In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation.
- (k) A member scheduled to retire and receive Superannuation from the Municipal Pension Plan or who has reached the mandatory retirement age, shall be granted full vacation entitlements for the final calendar year of service.
- (l) A member who is entitled to annual vacation as provided for in this section may, at the member's option, defer the taking of leave. However, the maximum deferred vacation entitlement at any time may not exceed:
 - (i) forty (40) hours for a member with less than 8 years of service;
 - (ii) one hundred twenty (120) hours for a member during the eighth (8th) and up to and including the fifteenth (15th) calendar year of service;

- (iii) one hundred sixty (160) hours for a member during and after the sixteenth (16th) year of service.
 - (m) Effective January 1, 2018 any unused vacation exceeding the allowable deferred vacation will be scheduled by the Employer or paid out by March 31st of each year. However, deferred vacation in excess of the maximum amounts set out in Article 8(2)(l) may be approved by the Chief Constable in exceptional cases.
 - (n) Any member who is off duty due to a compensable injury or illness in any period when their annual leave normally falls due shall take their 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.
- 8(2) (a) Members with prior full-time police service with a recognized Canadian police agency are entitled to recognition of the service for the purposes of vacation entitlement.
- (b) Recognition of previous service shall not apply for the purpose of annual leave sign-up or scheduling.
- 8(3) The Association and Employer and eligible members shall facilitate the vacation set out in Article 8(2) above by mutually co-operating to avoid overtime costs and staffing shortfall by such means as (but not restricted to):
- (a) members on call-out may be excused from duty at the discretion of the On Duty Supervisor, or
 - (b) if practical, the On Duty Supervisor may excuse from scheduled duty a member who has accumulated leave.

ARTICLE 9, STATUTORY HOLIDAYS

- 9(1) Each member is granted time off in lieu thereof for the following statutory holidays, and those proclaimed, declared or otherwise designated by **The District of the Corporation of Oak Bay**, Provincial or Federal Governments:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day*	Christmas Day
	Boxing Day

**If July 1st falls on a Sunday, the statutory holiday for Patrol Members will not be changed to Monday for the purposes of this Article.*

- 9(2) Except in the case of casual members, no deduction shall be made from wages for provincial statutory holidays.
- 9(3) For each statutory holiday worked, exclusive of call out, each member shall be granted one (1) day off in lieu thereof as provided in Section 9(1) above, plus the rate of time and one-half (1½x) in addition to their regular rate of pay.
- 9(4) Any member who is on annual leave, weekly leave or receiving WorkSafeBC benefits, on the date that a statutory holiday occurs, shall be entitled to time off or pay in lieu of such holiday, except members covered by Section 11(1) to whom this Section 9(4) shall apply only in respect to WorkSafeBC benefits.
- 9(5) (a) Members not working on a statutory holiday who do not receive up-front statutory holiday time shall be deducted in the amount of the number of hours by which their normal daily shift hours exceed eight (8).
- (b) Deductions referred to above shall be mutually arranged between the member and the Chief Constable.
- 9(6) A member who would ordinarily be scheduled to work on such statutory holiday but is ordered to take the day off shall receive their normal salary but shall have their advanced statutory holiday time reduced by eight (8) hours.

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

- 10(1) Subject to the provisions of Section (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), shall elect either to be paid for such work or public holiday or to receive time off in lieu thereof, and such election shall be made at the time of claim submission.
- 10(2) The number of hours of overtime that a member may accumulate shall not exceed ninety-six (96). Any overtime accumulated over ninety-six (96) hours shall be paid out.
- 10(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.

ARTICLE 11, HOURS OF WORK

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 **Constable**, or designate, meets with the Association Officials who are available on short notice to explain the circumstances and consult on the ramifications of such changes.

11(1) The hours of work per week and weekly days off for the Patrol (Uniform) Division of the Department shall be scheduled in accordance with the Four Platoon - 12 hour - System of Rotation.

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 of twelve (12) consecutive hours each commencing at 0600 hours followed by twenty-four (24) hours off, then two (2) consecutive nightshifts of twelve (12) hours each commencing at 1800 hours followed by ninety-six (96) hours off.
- (b) The following shall apply in respect to Floater Days:

The shift schedule shall be brought to an average of forty (40) hours per week by granting each member covered by this Subsection an additional day off duty every six (6) weeks.
- (c) The twelve (12) hour shift shall prevail with allowance for an occasional exigent situation where a member's co-operation may be requested, or if necessary ordered, to alter their shift or hours. In this case, they shall be given at least twenty-four (24) hours' notice.
- (d) The 24-hour notice required in Section 11(1)(c) may be waived by the member.

11(2) Except as specifically provided in Section 11(3) below, the hours of work per week and weekly days off for members other than those in the Patrol (Uniform) Division shall consist of a total of forty (40) hours per week, worked in the following manner:

- (a) eight (8) consecutive hours shall constitute a tour of duty; and,
- (b) two (2) consecutive days off shall constitute weekly leave.

11(3) One (1) member in the Detective Division, as assigned by the Chief Constable, shall work in accordance with the provisions of Subsections 11(2)(a) and 11(2)(b). However, when more than one (1) member is on active duty in the Detective Division, such member(s) shall be assigned to a work week consisting of four (4) shifts each of ten (10) hours duration, except that such hours may be varied at the discretion of the Chief Constable, but in no event shall the hours of work be less than forty (40) hours per week.

Notwithstanding the foregoing and with the approval of the Chief Constable the hours of work of the Detective Division may be altered to be forty (40) hours of work in a two (2) week rotation with each week, consisting of four (4) days of ten

(10) hours each day from 0800 to 1800 each day Monday through Thursday. This schedule would then alternate in the second week with the week day coverage being Tuesday through Friday.

11(4) The hours of work of the Community Services Officer shall be forty (40) hours each week, consisting of ten (10) hours of work per day Monday through Thursday, from 0700 hours to 1700.

11(5) The hours of work of the School Liaison Officer shall be forty (40) hours each week to be scheduled on a flexible basis by the member involved and the scheduling subject to supervisory approval.

11(6) Investigative Telephone Calls

Where it is deemed appropriate by the Chief Constable, or designate, to contact an off-duty member to ensure continuity of an investigation, the following shall apply:

- (a) The member receiving the telephone call shall be entitled to claim compensation at their straight time rate where the duration of the call is longer than fifteen minutes.
- (b) This article has no application to those members who receive a specialist rate of pay, when part of such rate includes the requirement to standby.
- (c) Compensation set out above shall be paid out.

ARTICLE 12, MEMBERS' BENEFITS

12(1) Dental Plan

- (a) Coverage will be according to Schedule "C" attached.
- (b) The Board shall contribute one hundred percent (100%) of the monthly premium cost for Plan "A" and Plan "B" and fifty percent (50%) of the monthly premium cost of Plan "C" provided under Section 12(1).
- (c) A recruit shall become eligible for the benefits provided by the Dental Plan on the first day of the month following the successful completion of their probationary period.
- (d) A member recruited directly from employment in another Canadian policing jurisdiction (exempt Employee) shall become eligible for the benefits provided by the dental plan on the first day of the month following their date of hire.

12(2) Group Life Insurance

- (a) The Board shall maintain a Group Life Insurance Plan for 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 \$1,000.00.

- (b) Such Group Life Insurance coverage shall be provided from the 1st day of the month following date of employment.
- (c) The Board shall contribute fifty percent (50%) of the monthly premiums and the member shall contribute, through payroll deduction, fifty percent (50%) of the monthly premiums for the benefits provided under Section 12(2) above.

12(3) Extended Health Benefits

A member shall become eligible for the benefits provided by the Extended Health Benefits Plan from the first day of the month following successful completion of their probationary period.

The Board shall make available to all permanent members coverage under the Extended Health Benefits Plan (to an unlimited lifetime maximum).

- (a) Vision Care: coverage to provide for the purchase of corrective lenses and frames, corrective sunglass lenses and frames, or contact lenses to a maximum payable amount of five hundred dollars (\$500.00) per person in any two (2) calendar year period.
- (b) Eye Examinations: charges for 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 seven hundred dollars (\$700.00) per person in a five (5) calendar year period.
- (d) **Practitioners: the maximum amount of three thousand dollars (\$3000) per calendar year for combined services received from Chiropractic, physiotherapy, massage practitioner, acupuncture, and naturopath services.**
- (e) The Extended Health Care deductible shall be seventy-five dollars (\$75.00).
- (f) The Blue Net Card shall be issued to all eligible members.
- (g) The monthly premiums for the Extended Health Care Plan shall be paid eighty five percent (85%) by the Employer and fifteen percent (15%) by the member.

- (h) Psychological Health Plan: the maximum amount per calendar year of five thousand-dollar (\$5,000.00). The premium shall be shared on a fifty/fifty (50/50) basis between the member and the Employer. This plan shall be confidential.
- (i) Alcohol & Drug Residential Program: At the request of a member and/or the Association, a member shall be entitled to attend a mutually agreed residential Drug and Alcohol Treatment facility for a treatment program of up to six (6) weeks. The cost of attending such a program shall be borne fifty percent (50%) by the Employee and fifty percent (50%) by the Employer.
- (j) Exempt Members: A member recruited directly from employment in another Canadian policing jurisdiction shall become eligible for the benefits provided by the Extended Health Care plans on the first day of the month following their date of hire.
- (k) Effective September 1, 2021, the Employer will provide an Employment and Family Assistance Program (EFAP) at no cost to the members.

12(4) The Effect of Unpaid Absences on Benefits

- (a) After an absence of fourteen (14) consecutive calendar days of unpaid leave the Employer obligation to pay B.C. Medical Services Plan, Extended Health Plan, Dental Care Plan, or Group Life Insurance premiums ceases. However, the member on the unpaid leave of absence may continue coverage in such plans by assuming one hundred percent (100%) of the costs of the premiums for the duration of the leave beyond the initial fourteen (14) consecutive calendar days. The ability to maintain benefit coverage in such plans beyond six (6) months of unpaid leave of absence shall be at the sole discretion of the benefit plan provider (carrier).
- (b) A member who is on an unpaid leave of absence shall not accumulate or receive vacation, sick leave or statutory holiday entitlements while on such leave.
- (c) A member shall be considered to be on an unpaid leave of absence when they no longer receive payment directly from the Employer.

12(5) Sick Leave

- (a) Effective December 31, 2020, a member who has been in the service of the Board for a year and confirmed in such employment, who because of illness or injury cannot perform their duties shall, upon satisfactory proof thereof, be made the following allowances before being dismissed or before deductions are made from their wages for time so lost in that year. This sick leave applies to all permanent members, but in no case shall the maximum of sick leave exceed eight hundred (800) hours.

- (b) During the first year of service a newly hired member shall be entitled to accumulate and use one-twelfth (1/12) of the annual entitlement of sick leave (twenty (20) hours per month) for each completed calendar month of service.
- (c) Effective December 31, 2020, where in any year a member has not taken all the sick leave they are entitled to (thirty (30) working days per year), they shall be entitled to an accrual of fifty percent (50%) of such sick leave for their future benefit, but in no event shall such accrued sick leave exceed the maximum of eight hundred (800) hours.
- (d) Where the Employer requires a medical report to assess the Department's ability to fulfill the "duty to accommodate", the Employer shall pay for the report.
- (e) The onus of proving that a member has not taken all sick leave to which they are entitled shall be upon the member.
- (f) The Employer is subrogated to the rights of a member who has received sick leave payments pursuant to this Article against any third party liable to that member for damages, and may bring an action against a third party in the member's name to recover the wages and/or benefits paid or payable to the Employer. The member shall not enter any agreement for payment of legal fees relating to the wage or benefit portion of a claim for damages without the prior written consent of the Chief Constable. Where a claim for damages is made to the courts, the member or their representative shall request the presiding judge, or judge and jury, to specify the amount of any award plus interest, which is attributable to recovery of wages and benefits.

12(6) Family Illness Leave

In the case of illness of the member's immediate family, the Chief Constable, or designate, may grant up to thirty-six (36) hours of paid family leave per year to meet the responsibilities related to the care or health of any member of the Employee's immediate family; however, any time taken for family illness leave shall be deducted from the Employee's current sick leave bank. Additional unpaid leave is provided for under the Employment Standards Act and that leave time will be authorized.

12(7) Retirement

- (a) All **sworn** members (**not civilians**) covered by this Agreement must retire on the member's sixtieth (60th) birthday.
- (b) The Board shall grant to members retiring, a gratuity of one (1) week's pay for every year of employment with the Board in excess of fifteen (15) years, the amount to be computed at the rate of pay which they are receiving at

the time of retirement.

12(8) Workers' Compensation Supplement

- (a) When a member is receiving wage replacement through an approved WorkSafeBC claim, the Board shall, on regular pay-days, advance to that member an amount which as closely as mathematically possible approximates their "normal net take-home" pay after normal deductions on behalf of the member for Employment Insurance, Canada Pension Plan, Municipal Pension Plan and the member's share of their benefit coverage; and in return, the member shall turn over to the Board all monies received from WorkSafeBC in respect to such injury. In addition, the Board shall continue to pay its normal share of cost of Employment Insurance, Canada Pension Plan, Municipal Pension Plan and the member's benefit coverage.
- (b) Income tax shall not be calculated and deducted on behalf of members covered by this Article, except on the amount by which a member's normal gross salary exceeds the WorkSafeBC maximum insurable earnings.
- (c) This article shall apply until the member returns to active employment, the status of the Employee's WorkSafeBC claim changes to a disability pension or some other permanent disposition, WorkSafeBC settlement, or their claim is no longer approved by WorkSafeBC, whichever occurs first. This article does not apply in cases of total and permanent disability or death, such cases being covered by Schedule "B" attached to the Collective Agreement.
- (d) For the purposes of this Article, the term "normal net take home pay", which the Employer agrees to approximate under subsection (a) above shall be considered as the normal amount of the member's gross basic salary at the time of the injury, but excluding other forms of compensation, such as but not limited to: shift differential, acting pay, standby compensation, field instructor's compensation, court time and overtime, etc., less amounts normally deducted from such remuneration for Employment Insurance, Canada Pension Plan and Income Tax, and other statutory deductions; and also less such other deductions as are required to be made pursuant to the Collective Agreement in respect to the member's share of the cost of benefits such as but not limited to medical, dental, life insurance and Municipal Pension.

12(9) Complaints and Investigations Involving Members

Where a member is the subject of an investigation or a complaint, it will be addressed according to the applicable statute.

12(10) Indemnification of Members

For the purposes of this Article, “necessary and reasonable legal costs” which account shall be based on the account rendered by the legal counsel retained in the matter, provided that the hourly rate for a lawyer doesn’t exceed three hundred and fifty dollars (\$350) per hour and the hourly rate for an articulated student does not exceed one hundred and twenty five (\$125) dollars per hour. All invoices rendered by the solicitor must be itemized pursuant to standards set by the Law Society of British Columbia. The Employer will not be responsible for otherwise indemnified costs under this Article where privilege is claimed over the itemized invoice.

For the purposes of this Article, acts or omissions that represent good faith DO NOT include wilful neglect, gross negligence, gross dereliction of duty, deliberate abuse of power, wilful violation of statute, lawful order or policy, or circumstances where the officer intended to advance the member’s interests contrary to or not in alignment with duties, expectations, and responsibilities of a police officer.

- (a) The Police Board will indemnify for necessary and reasonable legal costs a member who is charged with a criminal offence, or an offence under any provincial statute (other than for minor traffic offences) arising from the performance, or attempted performance in good faith, of the member’s duties as a police officer.**
- (b) The Police Board will indemnify a member of necessary and reasonable costs for up to a four (4) 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 an allegation has been made that the member misconducted themselves in the performance of their duties if the member
 - (i) Reasonably believes that the allegation may result in the initiation against the member of proceedings under the Criminal Code or Motor Vehicle Act of BC and;**
 - (ii) Has been asked by the Board or a person in authority, to make a statement to anyone about the facts connected with the allegation****
- (c) No prior arrangement for indemnification need be made by the member with the Employer before obtaining legal advice if fees for legal costs will be a maximum of four (4) hours claimed.**
- (d) On consultation with the Employer, if the member considers the allegation involves a matter that is complex or serious so as to warranted greater than four(4) hours legal assistance, the member may, before consulting the lawyer, seek the Employer’s agreement to indemnify the member for the cost of greater than four (4) hours services of the lawyer. The Employer will not unreasonably refuse to**

agree to indemnify the member for the cost of reasonable and necessary legal services.

- (e) If after consultation with the Association, it is determined that the member did not act in good faith in the performance of the member's duties as a police officer, the Employer will not assume any indemnification liability for the member's actions.

(f) Civil Action

- (i) If a member is named defendant in a civil action for damages arising from acts done in the performance, or attempted performance, in good faith, of the member's duties as a police officer, the member shall be represented by legal counsel appointed by the Police Board and all necessary and reasonable legal costs and damages shall be borne by the Police Board. This is conditional on the member cooperating fully in the defence of the action, and provided that Counsel appointed by the Police Board is provided full authority in the conduct of the action itself, including the authority to settle the action at any time in the matter the Counsel deems advisable in the circumstances.
- (ii) If Counsel appointed by the Police Board determines that a conflict exists between a member's defence of a civil action and the Police Board's defence of the civil action, then the member may be represented by their own counsel with necessary and reasonable legal costs borne by the Police Board.

(g) Discipline Proceedings, Public Hearing and Review on the Record

- (i) An Employee who is named respondent in any proceeding held pursuant to the Police Act, RSBC 1996, c. 367, including investigations by the Independent Investigations Office of British Columbia (IIO-BC) arising from acts done in the performance, or attempted performance, in good faith of the Employee's duties as a police officer shall be indemnified by the Employer for the reasonable legal costs incurred in representing the Employee. This does not apply to the investigation phase of an action under Part 11 of the Police Act, nor in relation to a Pre Hearing Conference.
- (ii) The Employer has no obligation to indemnify an Employee under Article 12(10)(g) if the Employee is found to have committed misconduct, and disciplinary or corrective measures include a suspension without pay of three (3) days or more or demotion or dismissal.
- (iii) A member who appeals under s. 62 of the Police Act RSBC 1996, c. 367, the decision of an adjudicator at a public hearing arising from acts done in the performance, or attempted performance, in

good faith, of the member's duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing the member in the appeal ONLY where the member has discussed the decision and received consent from the Oak Bay Police Board to appeal the decision and the appeal is successful. The Oak Bay Police Board will not withhold consent unreasonably.

(h) Causing Death

A member who causes the death of another person arising out of the performance, or attempted performance in good faith, of the member's duties shall be indemnified for the necessary and reasonable legal costs to represent the member at an inquest held pursuant to legal statutory authority in the Province of British Columbia.

(i) Royal Commission or Other Proceeding

Where a member desires to have legal representation in a Royal Commission or proceedings otherwise not referred to in this Article, the member may, prior to commencement of the hearings, request the Police Board to indemnify the member for all or a portion of necessary and reasonable legal costs. On receiving such a request, the Police Board will afford the member an opportunity to appear before it for the purpose of attempting to persuade the Board that such a recommendation is appropriate. The Police Board, having afforded the member the opportunity to appear before it, may, in its unqualified discretion, recommend that the request be granted, or that it be granted subject to conditions, or the Board may deny the request completely.

(j) General Provisions

Notwithstanding other provisions of this Article , members shall NOT be indemnified for;

- (i) punitive damages;**
- (ii) for any legal costs associated with actions under the Collective Agreement between the Oak Bay Police Association and the Oak Bay Police Board, unless ordered by an arbitrator**
- (iii) Proceedings or processes arising from investigations under the Police Act Part 11, except where otherwise allowed in this Article where the Employee is a witness but not a subject officer;**
- (iv) for acts or omissions of members which did not arise in, or result from, circumstances specifics to the execution of police duties, or for any action outlined in 12(10) which are deemed not in good faith**

(k) Notwithstanding other provisions in this Article, where two or more members are charged with an offence or made the subject of an action, inquiry, public hearing, inquest or Royal Commission, described in

paragraph a, f, g, and h above arising out of substantially the same circumstances, the Police Board may limit its indemnification pursuant to this Section to the reasonable legal costs of one (1) legal counsel to represent the interests of both/all of them, including representation of any appeal, UNLESS the solicitor is of the view that it would be improper for such solicitor to represent both/all of them. If one (1) solicitor is to be retained and the members are unable to agree on which solicitor, the matter shall be conclusively settled by the Parties.

(I) Time Limits

Members who intend to apply for indemnification under any other provision of this Article shall notify the Chief Constable or designate, in writing, within ten (10) working days of receiving formal notification of being charged with a criminal or statutory offence, named defendant in a civil action, or being made subject of a public hearing, action, inquiry, inquest or Royal Commission. Failure to comply with this paragraph may result in a member being denied indemnification.

Nothing in this Article shall be interpreted as limiting the Chief Constable or designate or the Police Board's ability to discipline any member of the Oak Bay Police Association.

12(11) Compassionate Leave

- (a) Compassionate leave in the case of the death of a member's spouse (including common-law spouse), child, grandchild, ward, **sibling**, parent, guardian, parent-in-law, grandparent, or other relative if living in the member's household, may be granted without loss of pay for a period not to exceed four (4) working shifts.
- (b) Requests for leave under Subsections 12(11)(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 12(11)(a) above may be granted such leave when on annual vacation if approved by their Deputy Chief. A member who is absent on sick leave with or without pay or who is absent on WorkSafeBC benefits shall not be entitled to such emergency leave without loss of pay.

12(12) Occurrence of Sickness While on Duty

A member who reports off duty due to sickness during their shift shall have their absence for the remainder of their shift deducted from their sick leave credits.

12(13) 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.

12(14) 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.

12(15) Municipal Pension Plan

Members shall contribute to the Municipal Pension Plan commencing on the first of the month following a member's date of hire.

12(16) Resigned and Retired Members

Any former member who has resigned or has retired on Municipal Pension Plan or any member who is absent from duty on authorized unpaid leave of absence and who is scheduled to attend at Court as a consequence of the performance of their duties as a police officer shall be allowed compensation equivalent to four (4) hours for each of the following sessions attended:

- Morning session
- Afternoon session

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

12(17) Accumulation of Vacation and Sick Leave Benefits while on Specified Leaves

- (a) Notwithstanding the provisions of Article 8, 12, and 13, any member who is off duty on sick leave, compensable injury, maternity or parental leave, will continue to accrue sick leave, vacation pay and vacation time for a maximum period of six (6) months**
- (b) For any period of sick leave, compensable injury, maternity or parental leave in excess of six (6) months, vacation time without pay will accrue but vacation pay shall not accrue. Vacation time off may be waived by the member on the member's return to work**
- (c) Notwithstanding the provisions of Articles 8, 12 and 13, where a member is suspended with pay and allowances under the Police Act, vacation pay, and sick leave will cease to accrue. The member will not be required to use sick leave or vacation while suspended with pay.**
- (d) For further clarity, the six (6) month period contained within this Article is represented by a total accumulation of six (6) months of specified leave described in this Article related to the same or directly related condition or event giving rise to the specified leave,**

even if that leave is interrupted on one or more occasion by a return to work.

ARTICLE 13, LEAVE OF ABSENCE

13(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 bargaining agent for the Board.

13(2) General Leave

A member shall be entitled to 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.

13(3) Maternity, Parental and Adoption Leave

(a) Length of Leave

(i) Maternity Leave

A pregnant member shall be entitled to up to seventeen (17) consecutive weeks of maternity leave. In addition, the member is entitled to up to sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

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

(ii) Parental Leave

A member who is the non-birth parent, including the adoptive parent shall be entitled to parental leave without pay as set out in the Employment Standards Act. The member shall take the leave within seventy-eight (78) 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 seventy-eight (78) continuous weeks, plus any additional leave pursuant to the Employments Standards Act of BC.

(b) Notice Requirements and Commencement of Leave

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

(c) Return to Work

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

(d) Sick Leave

- (i) A member on maternity leave or parental leave shall not be entitled to sick leave or the accrual of sick leave time credits during the period of leave.
- (ii) Notwithstanding paragraph (3)(b), a member on maternity leave or parental leave who has notified the Employer of their intention to return work pursuant to paragraph (3)(b)(iv) and who subsequently

suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the member would otherwise have returned to work.

(e) Benefits

- (i) 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 pursuant to the provisions of the Municipal Pension Plan **upon return.**

(f) Supplemental Employment Insurance Benefit Plan

- (i) Pregnant **parents** 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.
- (ii) Subject to the approval of the Employment Insurance Commission non-birthing parents who, due to the death or total disability of the birthing parent, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive Supplemental EI Plan payments.
- (iii) 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 (ii) above.
- (iv) The Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by a member and one hundred percent (100%) of their gross weekly earnings for the first seventeen (17) weeks of leave.
- (v) **For members identified in Article 13(3)(a)(ii) the Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by a member and ninety-five percent (95%) of their gross weekly earnings for up to seventeen (17) weeks of leave, including the one-week Employment Insurance waiting period.**
- (vi) 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.

- (vii) 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) Supplemental Employment Insurance Benefits Plan Conditions

- (i) The SEIB Plan is contingent upon a member completing a signed acknowledgement that the benefit must be repaid if they do not return to work for a period equal to the time the Board provided the top-up.**
- (ii) If a member who received benefits under the SEIB Plan does not return to work for the Board or returns for a period less than the period of top-up, they will be required to repay the SEIB Plan payments paid by the Board. Such repayment is pro-rated based on time worked.**
- (iii) If the eligible parent experiences a medical condition preventing them from returning to work, the requirement to repay the benefit will be assessed on a case-by-case basis.**

ARTICLE 14, GRIEVANCE AND ARBITRATION PROCEDURE

- 14(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.
- 14(2) Step 1: 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 grievor.
- 14(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.
- 14(4) Step 2: The grievance shall be submitted in writing to the Chief Constable who shall meet with the Association Executive.

- 14(5) If not resolved within ten (10) days, either Party may forthwith submit the grievance to Step 3.
- 14(6) Step 3: Within ten (10) days of submitting the grievance to Step 3, the Chair of the Board, one other member of the Board as designated by the Chair, and the Chief Constable will meet the Association in an attempt to resolve the grievance.
- 14(7) 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.
- 14(8) Step 4: If possible, the Parties shall agree upon a single arbitrator, who shall render a decision on the grievance.
- 14(9) 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.
- 14(10) The findings of the arbitrator, or the resolution arrived at in Steps 1, 2, or 3, shall be binding upon the Parties to this Agreement.
- 14(11) 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.
- 14(12) The Parties shall share equally the fee and expenses for the arbitrator.

ARTICLE 15, DETECTIVE-CONSTABLES

- 15(1) Constables may be appointed to a Detective position, at the Chief Constable's discretion. This position shall not be construed as a rank, but the member shall be known as a Detective-Constable. Such appointments shall be on a whilst-so-employed basis for a period to be determined by the Chief Constable, but normally not to exceed three (3) years.
- 15(2) The Chief Constable may assign a Constable(s) to Detective position(s) for special projects. During such assignments, the Constable(s) so assigned shall receive their current salary only, plus the daily plainclothes allowance. It is understood that any dispute in relation to the duration or status of such special projects shall be resolved by the grievance procedure established in this Collective Agreement.

ARTICLE 16, DISCIPLINARY ACTION

- 16(1) The Board shall not dismiss or discipline any member except for just and reasonable cause.
- 16(2) Whenever it is the intention of the Board to terminate the employment of a

member, or to request their 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 resignation is requested, and the reason for termination or resignation request shall be given in writing.

- 16(3) Whenever a member is ordered to appear before the Board they may be accompanied by two (2) members of the Executive of the Association, or their designate, and/or legal counsel, who shall have the right to represent such member at such meeting.
- 16(4) 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 they may have made through other employment during the period of their dismissal or suspension.
- 16(5) For the purpose of this Agreement, or the Police Act, a day of suspension shall be calculated on the basis of eight (8) hours per day.
- 16(6) The service record of discipline of a member or former member must be maintained and expunged in accordance with the British Columbia Police Act.

Outside Employment

- 16(7) Any member who accepts employment with an employer 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.

ARTICLE 17, ACCESS TO PERSONNEL RECORDS

- 17(1) Upon receiving the permission of the Chief Constable, or designate, a member may review the contents of their personnel file provided that such review is in the presence of a person authorized for such a purpose by the Chief Constable.
- 17(2) A copy of any written material concerning a member's job performance shall be provided to the member as soon as possible after is recorded in the member's file. Should a member dispute any such entry in the file, that member shall be entitled to recourse through the grievance procedure contained in Article 14 of this Agreement. The Employer agrees not to introduce as evidence in any hearing arising from a job performance grievance any document from the file of a member, the existence of which the member was not aware of at the time of filing.

ARTICLE 18, NOTICES, CORRESPONDENCE, COPIES OF CONSTITUTION AND AGREEMENT

- 18(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.

- 18(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.
- 18(3) The Association shall provide the Board and the Chief Constable with current copies of the Constitution and Bylaws of the Association and all amendments thereto.
- 18(4) All correspondence arising between the Parties in respect to matters arising out of this Agreement shall be conducted between **an Executive Member (President, Vice-President, or Treasurer) of the Association** and the Board, except that any correspondence regarding amendments, **interpretation, application or legal impacts** to this Agreement shall be conducted between **an Executive Member** of the Association and the bargaining agent for the Board.

ARTICLE 19, ADMINISTRATIVE REGULATIONS, NO WORK STOPPAGE

- 19(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.
- 19(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 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) (a) Members shall be paid a per diem meal allowance **based on 80% of the rates set out in the Canada Revenue Agency's directive for any meals and expenses**, 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:

<u>Rates:</u>	
Breakfast	\$18.24
Lunch	\$18.44
Dinner	\$45.28
Daily Total:	\$81.96
Incidentals for each	
Overnight stay	\$14.00
Recruit	\$35.00

- (b) 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 Association.
- 20(3)
- (a) 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 thirty dollars (\$30.00) per night.
 - (b) 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-two dollars and fifty cents (\$22.50) per day, provided the facilities are supplied for a period of four (4) consecutive weeks or more.
 - (c) 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.
- 20(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 21, PROMOTION AND PROGRESSION

21(1) Probation

- (a) A newly hired police recruit to the Department shall be accepted as a Probationary Constable and shall be placed in a probationary capacity until successful completion of eighteen (18) month's service following the date of employment. During the eighteen (18) month period the required basic training shall be successfully completed. Any period of service as a pre-recruit shall not be considered service for the purposes of the probationary period as set out in this paragraph (a).
- (b) The probationary period shall be for the purpose of determining a member's suitability for continued employment. During the probationary period, the employment of a member may be terminated if it can be satisfactorily shown that they are 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 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 benefits and other perquisites referable to length of service shall date back to the date of employment.

21(2) Promotions and Progressions

- (a) Recruits hired shall be accepted as Probationary Constable and after a period of one (1) year of service, satisfactory to the Board, shall be promoted to the rank and pay of Fourth Class Constable.
- (b) A Fourth Class Constable shall after a further one (1) year of service, satisfactory to the Board, be promoted to the rank and pay of Third Class Constable.
- (c) A Third Class Constable shall after a further one (1) year of service, satisfactory to the Board, be promoted to the rank and pay of Second Class Constable.
- (d) A Second Class Constable shall after a further one (1) year of service, satisfactory to the Board, be promoted to the rank and pay of First Class Constable.
- (e) **The Employer and the Association, upon mutual agreement of a promotional process to the rank of Sergeant, may from time to time agree to changes of this process.**

21(3) The Oak Bay Police Department will follow a promotional policy that:

- (a)
 - (i) complies with all aspects of human rights legislation;
 - (ii) complies with the promotion provisions of the Collective Agreement;
 - (iii) is administered under the authority of the Chief Constable; and
- (b) Input into the development of the promotional policy or subsequent changes to the promotional policy will be sought from the Association.

21(4) Experienced Police Officers

- (a) Newly hired Constables with recognized previous service with another accredited Canadian Police Agency shall be accepted as a Probationary Constable and shall be placed in a probationary capacity until successful completion of six (6) months' service following the date of employment.
- (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 they are 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 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, the service with another accredited Canadian Police Agency will be adjusted for the purpose of indexing and annual leave benefits and other perquisites referable to length of service shall date back to the date of employment.

ARTICLE 22, SAVINGS CLAUSE

22(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.

22(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 14, Grievance and Arbitration Procedure.

ARTICLE 23, LABOUR/MANAGEMENT COMMITTEE

- 23(1) A joint Labour/Management Committee shall be established consisting of not less than two (2) appointees from both the Employer and the Association.
- 23(2) Meetings of the joint committee shall be held as required. Unless mutually agreed otherwise, meetings shall not exceed one (1) per month.
- 23(3) The joint committee shall discuss matters of mutual concern in respect to:
- (a) the administration, operation, revision and improvement of existing programs;
 - (b) the introduction and operation of new programs affecting members;
 - (c) the fostering of better Employer/member relations;
 - (d) any other matters as may be agreeable to the majority of the members of the joint committee;
 - (f) training needs of members shall be a matter for consultation.
- 23(4) Parties will prepare and exchange agendas prior to meetings. A record of the meetings will be retained.
- 23(5) The Board, if it chooses, may appoint members to attend.

ARTICLE 24, REDUCTION IN WORKFORCE, LAYOFF, RECALL

24(1) Definitions

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

- (a) "Layoff" means the temporary or permanent termination of employment of a member as a result of the Employer's decision to reduce the workforce;
- (b) "Seniority" means the length of service since the date of the member's latest employment date;
- (c) "Qualified" means having the skills, knowledge and abilities to perform the duties and fulfil the responsibilities of a position and "qualifications" has a similarly meaning; qualifications will be determined by the Employer subject to the Association's recourse to the grievance procedure.

24(2) Notification to Association

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

24(3) Notification to Members

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

24(4) Reduction in Rank

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

ARTICLE 25, PRINTING OF AGREEMENT

The Association and Employer agree to provide access to the Collective Agreement through the intra-net and print sufficient copies of the Collective Agreement to be available upon request. Each Party shall pay one-half (1/2) of the costs associated with the printing and distribution of the Collective Agreement.

ARTICLE 26, LETTERS OF UNDERSTANDING

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

- Letter of Understanding No. 1 – Administrative Assistant/Support Services/Records
- Letter of Understanding No. 2 – Job Sharing
- Letter of Understanding No. 3 – Indexing and Training Days
- Letter of Understanding No. 5 – Part Time Front Desk Clerk
- Letter of Understanding No. 6– Secondment Agreements
- Letter of Understanding No. 7 – Special Municipal Constables

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 2 day of August , 2023 in the City of Victoria, Province of British Columbia.

FOR THE BOARD

“Kevin Murdoch”

GVLRA CHAIR

“ Julie Bradley”

GVLRA EXECUTIVE DIRECTOR

“Mark Fisher”

CHIEF CONSTABLE

FOR THE ASSOCIATION

“Kirstin Stuart”

PRESIDENT

“Jason Jewkes”

VICE-PRESIDENT

“Steve Twardy”

TREASURER

SCHEDULE "A" – SALARY SCHEDULE

Effective January 1, 2023 Wage parity with the Victoria Police Union at the 1st Class Constable annual salary rate, indexed as set out in Schedule "A" Wages of the current Collective Agreement.

Effective January 1, 2024 Wage parity with the Victoria Police Union at the 1st Class Constable annual salary rate, indexed as set out in Schedule "A" Wages of the current Collective Agreement.

Retroactive payments will be within **sixty (60) days** following the date of ratification of Memorandum of Agreement.

Civilian Wage schedule

Effective January 1, 2023, the positions of Administrative Assistant/Support Services/Records and Full Time Front Desk Clerk will be indexed to the hourly rate of Constable 1st Class, and will be calculated from the figure in accordance with their respective indices, as follows:

Administrative Assistant/Support Services/Records

- **Step 1 Index 65%**
- **Step 2 Index 68%**
- **Step 3 Index 71%**

Full Time Front Desk Clerk

- **Step 1 Index 60%**
- **Step 2 Index 63%**
- **Step 3 Index 66%**

SCHEDULE "B" - DEATH AND PERMANENT DISABILITY PLAN

1. In this part:
 - (a) "Salary" shall mean the basic rates of pay as from time to time set forth in the monthly schedule of pay contained in Schedule "A" as defined in Article 4, Remuneration, of this Agreement, but shall not include service pay.
 - (b) "Dependent Child" of a member means the child of a member who is an unmarried person under the age of nineteen (19) years.
2. If a member of the Department is killed or totally disabled as result of the performance of their duties, as defined herein, then the following shall apply.
 - (a) If the member is killed, the surviving spouse shall be paid the full pay such member would have been paid under this Agreement had they 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 they not been killed, whichever date shall occur first, provided that:
 - (i) if a deceased member's spouse should die while being entitled to the benefits described in Subsection 2(a) above, and if there are dependent children of the deceased member under the age of nineteen (19) years, then the estate of the deceased member would retain the benefits 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 dependent child of the deceased member reaches the age of nineteen (19) years; and that,
 - (ii) any Workers' Compensation, Canada Pension or Board 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 reasons 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,
 - (iii) at the date upon which the member would have been compulsorily retired had they not been killed, the surviving spouse, providing they have 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 they would have been entitled to had the member died subsequent to their retirement.

(iv) Notwithstanding the foregoing provisions, a cash settlement in lieu of the foregoing may be agreed upon by the surviving spouse and the Corporation.

(v) Where a member is disabled or killed in the course and scope of their employment with the Department as a direct result of the performance of the member's sworn duties as a peace officer, which includes:

- the preservation of life or 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 Police 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 set out in this Section, provided that the disability or death of the member was not due to the members own gross disregard of this duty or was not self-inflicted.

3. If a member is totally disabled and can no longer be employed they shall be paid their full pay under the terms of this Agreement as if their 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 Pension or Board sickness and accident plan payments not personally contracted for by the member or their 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 there from which is less than they would be entitled to receive under this Agreement, such amount together with any monies derived from Subsection 3(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 they would be entitled to be paid under the terms of this Agreement, the responsibility of the Board under this Section shall cease and determine.

- (d) The amount of pay referred to in Subsection 3(b) above and the amount of full pay referred to in Sections 2 and 3 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.
4. (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 they are eligible or for which they may become eligible as a result of such disability;
 - (ii) co-operating in all respects with the Employer in pursuing any civil actions available to them as a result of the incident giving rise to their disability;
 - (iii) taking, and continuing to take during the period of their disability, reasonable steps to find alternate gainful employment for which they are reasonably suited or for which they may become reasonably suited.
- (b) To the extent the Employer pays benefits under this Schedule, the Employer assumes the rights and remedies the member may have against another party liable to the member for their loss of wages, and, if the member does not commence an action, then the Employer 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 Employer.

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 three (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. Effective January 1, 2012 Restorative Services shall include composite (tooth coloured) fillings on all teeth.
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 fillings.
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": 70% APPROVED CHARGES - ORTHODONTICS

The Board shall arrange with a carrier for Dental Plan "C" coverage. This coverage shall provide for seventy percent (70%) rebate of Plan "C" dental work which is performed on Association members, their spouses and dependent children under the age of twenty-one (21), with a three thousand-dollar (\$3,000) lifetime maximum for each such insured individual. The terms of the Plan established with the carrier shall apply to such coverage. Effective January 1, 2012 the lifetime maximum for each insured individual shall be five thousand dollars (\$5,000.00).

LETTER OF UNDERSTANDING NO. 1

BETWEEN:

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

AND:

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

ADMINISTRATIVE ASSISTANT/SUPPORT SERVICES/RECORDS

The Parties agree that the following sets out the terms and conditions of employment for the position of Administrative Assistant/Support Services/Records.

1. The Administrative Assistant position rate of pay shall be a three (3) step increment structure as set out below in Schedule A:
2. An Employee shall move from Step 1 to Step 2 of the pay structure after completion of their probationary period and from Step 2 to Step 3 after completion of a further one (1) year of service.
3. After January 1, 2010 the Administrative Assistant position shall receive the same general wage increases provided to sworn officers affected by this Collective Agreement.
4. The normal hours of work of the Administrative Assistant shall be thirty-seven and one-half (37½) hours per week, Monday through and including Friday, from 08:00 a.m. to 04:30 p.m., with two fifteen (15) minute paid breaks and a one (1) hour unpaid meal break per day.
5. The Administrative Assistant shall be entitled to the provisions of the current Collective Agreement respecting Association Security, Vacations, Statutory Holidays, Overtime, Service Pay, Sick Leave, Dental Plan, Group Life Insurance, Extended Health Care Plan, Leave(s) of Absence and Grievance and Arbitration procedures.
6. This Letter of Understanding forms part of the current Collective Agreement between the Parties.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 2 day of August , 2023 in the City of Victoria, Province of British Columbia.

FOR THE BOARD

“Kevin Murdoch”

GVLRA CHAIR

“Julie Bradley”

GVLRA EXECUTIVE DIRECTOR

“Mark Fisher”

CHIEF CONSTABLE

FOR THE ASSOCIATION

“Kirstin Stuart”

PRESIDENT

“Jason Jewkes”

VICE-PRESIDENT

“Steve Twardy”

TREASURER

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

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

AND:

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

JOB SHARING

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

I General

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

II Procedure

1. The member shall apply in writing. The member shall indicate the reason for the request, including the hours and days of the week the member wishes to share and with whom the member contemplates entering into a job sharing arrangement and the expected duration of the job sharing arrangement. A copy of the request shall be forwarded to the Association.
2. The member with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position.

3. Where a member's request is approved and results in an acceptable job sharing arrangement, the Chief Constable, or designate, shall provide each affected member with a letter covering the terms and conditions of the job sharing arrangement signed by the Employer and the Association.
4. The regular daily and weekly hours of the position being shared shall remain unchanged as a result of the job sharing arrangement unless such hours are specifically varied by the terms and conditions of the letter referred to in paragraph II(3) above.
5. Where a member's request is denied, the Association may request a meeting with the Chief Constable, or designate, to discuss the matter.

III Duration

1. Each job sharing arrangement shall be for a minimum period of one (1) year unless varied by mutual agreement between the Employer and the Association.
2. A job sharing arrangement may be terminated earlier than expected by either of the members or by the Employer, provided thirty (30) calendar days written notice has been served to the other members(s) and Party(ies), or as otherwise provided for in the letter referred to in paragraph II(3) above. Other members temporarily appointed to fill positions vacated as a direct result of job sharing shall be advised at the time of their temporary appointment that their term in the position could be abbreviated as a result of an early cancellation.
3. Upon the expiry or termination of the job sharing arrangement, the member shall revert to working in their original position on a full-time basis under the terms and conditions then applicable unless some alternate job sharing arrangement has been approved in the interim.

IV Member Status and Working Conditions

1. A member in a job sharing arrangement shall continue to maintain their original member status during the period of time covered by the job sharing arrangement and shall accumulate seniority in accordance with the member's scheduled hours of work in the job sharing arrangement. Such a member shall be entitled to use accumulated seniority for all applicable purposes set out in the Collective Agreement including layoff and recall.
2. The general principles with respect to wage rates, member benefit entitlement and premium payments for members in job sharing arrangements are as follows:
 - (a) members shall be paid the appropriate (classified) hourly rate for all hours worked.
 - (b) paid leave benefits, such as vacation, public holidays, sick leave and gratuity, shall

be earned on a proportionate basis in accordance with the ratio that the member's scheduled weekly hours bears to the full-time hours of the position being shared.

- (c) the member's share of the premium payments for health and welfare benefits, such as Extended Health, Dental and Group Life, shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared.

3. In accordance with the general principles outlined in paragraph IV(2) above, except as otherwise provided herein, the following shall apply to members:

(a) Vacation Entitlement

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

(b) Public Holidays

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

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

(c) Dental, Extended Health and Group Life

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

(d) Sick Leave and Gratuity

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

(e) Municipal Pension Plan

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

(f) Compassionate Leave

The provisions of Article 12(11) of the Collective Agreement (Compassionate Leave) shall apply to members participating in a job sharing arrangement, EXCEPT THAT, in normal circumstances the maximum paid leave to be granted such members is two (2) working days.

(g) Rank Index

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

V. Application of Special Allowances

Article 6 of the Collective Agreement shall apply to members participating in a job sharing arrangement, EXCEPT THAT subsection 6(1) (Clothing Allowance) shall, if applicable, accrue on a prorated basis in accordance with the ratio that the member's scheduled weekly hours of work bears to the full-time hours of the position being shared.

VI Application of Overtime

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

- (a) regardless of the schedule of hours worked by a member in the job sharing arrangement, overtime (extended tour of duty) premiums as provided pursuant to subsection 7(2) shall not be triggered unless and until a member is required to work overtime of one-half ($\frac{1}{2}$) hour or more in excess of eight (8) (or ten (10), as the case may be) consecutive hours of regular police work; similarly, overtime premiums shall not be triggered unless and until a member's weekly hours of work exceed forty (40); and

(b) subsection 7(4), respecting the accumulation of overtime, shall not apply to members participating in a job sharing arrangement; instead, for attendance at Court on any day a member is not scheduled to work, the following provisions shall apply:

Morning session	4 hours
Afternoon session	4 hours; and

(c) subsection 10(2) shall be varied in its application to members participating in a job sharing arrangement to the extent that "forty-eight (48) hours" shall be substituted for "ninety-six (96) hours" wherever the latter appears in the subsection.

VII Termination

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

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 2 day of August, 2023 in the City of Victoria, Province of British Columbia.

FOR THE BOARD

"Kevin Murdoch"

GVLRA CHAIR

"Julie Bradley"

GVLRA EXECUTIVE DIRECTOR

"Mark Fisher"

CHIEF CONSTABLE

FOR THE ASSOCIATION

"Kirstin Stuart"

PRESIDENT

"Jason Jewkes"

VICE-PRESIDENT

"Steve Twardy"

TREASURER

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

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

AND:

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

INDEXING AND TRAINING DAYS

The Parties agree that this Letter of Understanding is attached to and forms part of the current Collective Agreement.

1. Training Days
Each sworn member of the Board agrees to donate twenty (20) hours of training time per year at no wage cost to the Employer.
2. Constables' Eligibility for Index
Under the following conditions, Constables shall become eligible for the pay index as set out in the wage schedule:
 - a) Training days will be attended on a member's own time and shall not be compensated other than provided by this Letter of Understanding.
 - b) The training will be arranged by the Oak Bay Police Department and scheduled on a reasonable frequency to provide a choice of dates of training for members.
 - c) Eligibility for and maintaining a pay index is contingent on the member attending the training days as set out in this Letter of Understanding.
 - d) A pay index shall be withheld if a member fails to attend the required off duty training. The withholding of an index shall be after failure to complete one (1) year's training days and such withholding shall be made at one (1) increment level for each year. In extenuating circumstances, a member's index may continue at the discretion of the Chief Constable.
 - e) A member having obtained the rank of Fourth Class Constable is required to attend the "off-duty training days" every year up to and including the tenth year of service.
 - f) A member attaining the pay index of 105% must attend all of the "off-duty training days" in each subsequent year to be eligible for further indexing. The Employer shall determine training, which applies to the indexing.
 - g) A training day is eight (8) hours and a half-day is four (4) hours in duration.

3. Sergeants' Eligibility for Index

Constables promoted to the rank of Sergeant will be paid at the rate of 120% of a First Class Constable.

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 completion of the training requirements.

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 completion of the training requirements.

Under the following conditions, Sergeants are eligible for the pay index as set out in the wage schedule:

- a) Employees of the Board agree to attend two and one-half (2.5) training days per year.
- b) Training days will be attended on a member's own leave time and shall not be compensated other than provided by this Agreement.
- c) The training will be arranged by the Oak Bay Police Department and scheduled on a reasonable frequency to provide a choice of date for training for members.
- d) Eligibility for and maintaining pay indexing is contingent on the member attending the training days as set out in this Letter of Understanding.
- e) A pay index shall be withheld if a member fails to attend the required off duty training. The withholding of an index shall be after failure to complete one year's training days and 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.
- f) A member attaining the pay index of 120% must attend all of the "off-duty training days" in each subsequent year to be eligible for further indexing. The Employer shall determine the training that applies to the index.
- g) A training day is eight (8) hours and a half-day is four (4) hours in duration.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 2 day of August , 2023 in the City of Victoria, Province of British Columbia.

FOR THE BOARD

“Kevin Murdoch”

GVLRA CHAIR

“Julie Bradley”

GVLRA EXECUTIVE DIRECTOR

“Mark Fisher”

CHIEF CONSTABLE

FOR THE ASSOCIATION

“Kirstin Stuart”

PRESIDENT

“Jason Jewkes”

VICE-PRESIDENT

“Steve Twardy”

TREASURER

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

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

AND:

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

FULLTIME FRONT DESK CLERK

The Parties agree that the following sets out the terms and conditions of employment for the position of Full Time Front Desk Clerk.

1. The Full Time Front Desk Clerk position rate of pay shall be a three (3) step increment structure as set out in Schedule A.
2. The Full Time Front Desk Clerk shall move from Step 1 to Step 2 of the pay structure after completion of the probationary period and from Step 2 to Step 3 after completion of a further one (1) year of service.
3. The normal hours of work of the Full Time Front Desk Clerk shall be thirty-seven and one-half (37½) hours per week, Monday through and including Friday, from 08:00 a.m. to 04:30 p.m., with two fifteen (15) minute paid breaks and a one (1) hour unpaid meal break per day.
4. The Full Time Front Desk Clerk shall be entitled to the provisions of the current Collective Agreement in respect to Association Security, Vacations, Statutory Holidays, Overtime, Sick Leave, Dental Plan, Group Life Insurance, Extended Health Care Plan, Leave(s) of Absence, and Grievance and Arbitration procedures.
5. This Letter of Understanding forms part of the current Collective Agreement between the Parties.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 2 day of August , 20**23** in the City of Victoria, Province of British Columbia.

FOR THE BOARD

“Kevin Murdoch”

GVLRA CHAIR

“Julie Bradley”

GVLRA EXECUTIVE DIRECTOR

“Mark Fisher”

CHIEF CONSTABLE

FOR THE ASSOCIATION

“Kirstin Stuart”

PRESIDENT

“Jason Jewkes”

VICE-PRESIDENT

“Steve Twardy”

TREASURER

LETTER OF UNDERSTANDING NO. 6

BETWEEN:

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

AND:

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

SECONDMENT AGREEMENTS

The Employers agrees that the details of Secondment Agreements will be provided to the Association for review and comment prior to the position being filled.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 2 day of August , **2023** in the City of Victoria, Province of British Columbia.

FOR THE BOARD

"Kevin Murdoch"

GVLRA CHAIR

"Julie Bradley"

GVLRA EXECUTIVE DIRECTOR

"Mark Fisher"

CHIEF CONSTABLE

FOR THE ASSOCIATION

"Kirstin Stuart"

PRESIDENT

"Jason Jewkes"

VICE-PRESIDENT

"Steve Twardy"

TREASURER

LETTER OF UNDERSTANDING NO. 7

BETWEEN:

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

AND:

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

SPECIAL MUNICIPAL CONSTABLES (SMC)

- 1) The Parties 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 **E**mployees hired to work as special municipal constables (SMC);
 - b) the wages to be paid to such **E**mployees; and
 - c) the duties and responsibilities of such **E**mployees.
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.

General Provisions

The Collective Agreement provisions as set out apply to the SMCs with the exception of:

- a) Article 6(4) Shift Differential;
- b) Article 6(11) Medical Attendance;
- c) Article 7(3) Call Out;
- d) Article 8 Vacation: See Item 8 below;
- e) Article 9 Statutory Holidays: See Item 8 below;
- f) Article 12 Members Benefits: See Item 8 below. Entitlement shall also be determined based on criteria as set by the service providers;
- g) Article 21 (2) Promotions and Progressions;
- h) Article 24 Reduction in Workforce, Layoff, Recall

Employees covered in this Letter of Understanding shall be subject to reduction of workforce, layoff or recall prior to any other members in the bargaining unit regardless of seniority; and

- i) Right of First Refusal
 - a) The right of first refusal for all Constable level Overtime opportunities will go to SMCs, with the exception of ICBC paid initiatives.
 - b) In events where a SMC is deployed on platoon, the right of first refusal for any subsequent call out for platoon will go to regular sworn officers.
- 4) A maximum of 4 casual SMCs may be employed by the Board unless otherwise agreed by the Parties. Terms of employment will be of a two-year duration.
- 5) A SMC is subject to all probationary considerations as outlined in Article 21 of this Collective Agreement.

An SMC is subject to an evaluation period which mirrors that of an Experienced Police Officer under s. 21(4) (a) through (d) as follows:

- (i) Newly hired SMC's with recognized previous service with another accredited Canadian Police Agency shall be evaluated throughout the first six (6) months service following the date of employment.**
- (ii) An SMC'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.**

Hours of Work

- 6) Hours of Work of SMCs shall be established by the Board and will be scheduled according to organizational need. They will be employed on a casual basis with no expectation of set hours of employment with the OBPB. The purpose for the position is to backfill for patrol and special events.

Wages

- 7) The hourly rate of pay applicable to SMCs shall be the First Class Constable rate based on qualifications and equivalent maintenance criteria to regular sworn constables as seen in Article 21(4)(d).

Vacation, Statutory Holiday, and Benefits

- 8) In lieu of vacation entitlements, statutory holiday pay and health and benefit entitlements, as well as sick leave under Article 12(5), and any other benefit in the Collective Agreement, the SMC will receive an additional eleven percent (11%) of their gross earnings bi weekly.

Duties and Responsibilities

- 9)(a) The intent of the Parties is to create a casual classification of **E**mployees who will backfill for patrol and special events.
- (b) SMCs shall be considered a uniformed position and perform all duties expected of an Oak Bay police officer.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 2 day of August , **2023** in the City of Victoria, Province of British Columbia.

FOR THE BOARD

“Kevin Murdoch”

GVLRA CHAIR

“ Julie Bradley”

GVLRA EXECUTIVE DIRECTOR

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TREASURER