

2024-2025
COLLECTIVE AGREEMENT
Between
THE SURREY POLICE BOARD
And
THE SURREY POLICE INSPECTORS' ASSOCIATION

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INDEX

PREAMBLE.....	5
Article 1. TERM OF AGREEMENT.....	6
Article 4. DEFINITIONS	6
Article 3. ASSOCIATION SECURITY	6
Article 4. ABSENCE FROM DUTY OF ASSOCIATION OFFICIALS	7
Article 5. MANAGEMENT RIGHTS	7
Article 6. INDEMNIFICATION.....	7
Article 7. REIMBURSEMENT AFTER UNPAID SUSPENSION	7
Article 8. WORKING CONDITIONS.....	7
8.01 Work Week	7
8.02 Shift Schedule	7
8.03 Changes in Shift	8
8.04 Deployment to Seconded Positions	8
8.05 Parking.....	8
Article 9. SENIORITY AND PROBATIONARY PERIOD	8
9.01 Seniority	8
9.02 Previously Experienced Officers	8
9.03 Probationary Periods.....	9
Article 10. PROMOTION AND LATERAL TRANSFER.....	9
10.01 Promotion and Lateral Transfers	9
Article 11. REMUNERATION.....	9
11.01 Compensation Structure	9
11.02 Credit for Continuous Acting.....	10
11.03 Acting Pay Superintendent	10

Article 12.	SPECIAL ALLOWANCES.....	10
12.01	Per Diems _____	10
12.02	Plain Clothes Allowance _____	10
12.03	Dry Cleaning _____	10
12.04	Shift Differential _____	11
Article 13.	COURT TIME COMPENSATION.....	11
13.01	Court _____	11
13.02	Court Cancellation _____	11
13.03	Travel for Court Attendance _____	12
Article 14.	OVERTIME PROVISIONS.....	12
14.01	Overtime _____	12
14.02	Standby 8 – Operationally Available _____	13
Article 15.	BENEFITS	13
15.01	Life Insurance and Accidental Death and Dismemberment _____	13
15.02	Extended Health & Dental Benefits _____	14
15.03	Medical Reports _____	14
15.04	Bereavement Leave _____	14
15.05	Workers Compensation and Short Term Payments _____	14
15.06	Short Term Disability _____	15
15.07	Long Term Disability (“LTD”) _____	15
15.08	Reimbursement for Short Term Disability and Other Employee Benefits _	15
15.09	Municipal Pension Plan _____	16
15.10	Survivor’s Benefit _____	17
Article 16.	MATERNITY AND PARENTAL LEAVE	17
Article 17.	VACATION AND STATUTORY LEAVE.....	17
17.01	Annual Leave _____	17
17.02	Supplementary Annual Leave _____	18
17.03	Statutory Holidays _____	18
Article 18.	GRIEVANCE PROCEDURE	19
Article 19.	RECORDS	20
Article 20.	LAYOFFS.....	20

20.01	Definition	20
20.02	Notification of the Association	20
20.03	Notification of Employees	21
20.04	Layoff	21
20.05	Recall	21
20.06	Compensation	21
Article 21.	SCHEDULES	22
	SCHEDULE "A" – BENEFITS PLAN	23
	LETTERS OF UNDERSTANDING	26
	LOU #1 – Inspector Vehicles	26
	LOU #2 – Hours of Work – 9-hour Shift Schedule	27
	LOU #3 – Standby 4 – Operationally Ready	28
	LOU #4 – Short Term Disability	29
	LOU #5 – Indemnification	30
	LOU #6 – Duty Officer Provisions	31
	LOU #7 – Alternate Retirement Option	33
	LOU #8 – Layoffs – Article 20 – Supplemental Language	37

September 18, 2024 FINAL

THIS COLLECTIVE AGREEMENT ("the Agreement")

BETWEEN:

THE SURREY POLICE BOARD

(hereinafter called the "Employer")

AND:

THE SURREY POLICE INSPECTORS' ASSOCIATION

(hereinafter called the "Association")

PREAMBLE

WHEREAS the Surrey Police Board is an employer within the meaning of the *Labour Relations Code*, R.S.B.C. 1996, c. 244 (the "*Code*");

AND WHEREAS the Association is certified as a trade union within the meaning of the *Code* and is the certified exclusive bargaining agent for sworn police officers at the rank of Inspector employed by the Employer, unless excluded pursuant to the *Code*;

AND WHEREAS the Employer and the Association have carried on collective bargaining under the *Code* and have reached an agreement as hereinafter expressed.

THIS AGREEMENT will constitute the salaries, benefits, entitlements and working conditions for the Employees within the bargaining unit.

Article 1. TERM OF AGREEMENT

This Agreement is effective from the date of ratification until December 31, 2025 and remains in full force and effect from year to year thereafter unless either Party gives the other Party written notice of its desire to terminate or amend this Agreement pursuant to the *Code*. The Employer and the Association agree that subsections 50(2) and 50(3) of the *Code* do not apply to this Agreement.

Article 4. DEFINITIONS

The following definitions apply to this Agreement:

"Calendar Days' Notice" includes the day the notice is given and the day the notice is effective. For example, a notice of a shift change given anytime on a Monday to be effective at any time on the following Wednesday would be three (3) calendar days' notice.

"Chief Constable" means the person so appointed under section 36 of the *Police Act* and will include an authorized representative.

"City" means the City of Surrey in the Province of British Columbia.

"Employee" means an employee employed by the Employer within the bargaining unit represented by the Association.

"Party" means either of the Parties to this Agreement.

"Parties" means the Employer and the Association.

"Service" means the Surrey Police Service.

Wherever the singular is used in this Agreement, it is deemed to include the plural.

Article 3. ASSOCIATION SECURITY

- (a) All Employees are members of the Association as a condition of employment.
- (b) All Employees pay the Association an amount equal to the Association dues and any bargaining unit-wide assessment(s) by payroll deduction. This deduction is a condition of employment and becomes effective upon appointment to the rank of Inspector.
- (c) The Employer deducts Association dues from all Employees covered by this Agreement and pays the Association a monthly fee equal to the Association dues, plus any other assessments authorized by the Association.
- (d) Those officially representing the Association are permitted to communicate to Employees through the Employer's-mail and intranet and may place notices in an

Employee's workplace. In consultation with the Association, the Employer provides locations for the Association's bulletin boards in each workplace.

- (e) The Employer will provide each Employee electronic access to this Agreement.
- (f) Article 3 remains in effect for so long as the Association remains recognized by the B.C. Labour Relations Board as the certified bargaining agent representing Employees.
- (g) An Employee has the right to Association representation in matters where discipline under the *Police Act* may arise and a supervisor holding the rank of Superintendent or higher is involved.

Article 4. ABSENCE FROM DUTY OF ASSOCIATION OFFICIALS

At the discretion of the Chief Constable, an Association Executive may be granted leave of absence with pay to attend a convention, meeting, or training on behalf of the Association. The amount of total leave paid for such absences to an Association Executive will not exceed 40 hours in a calendar year without prior approval.

Article 5. MANAGEMENT RIGHTS

The Employer retains all rights and responsibilities to manage and direct the workforce except as is specifically varied or abrogated by this Agreement.

Article 6. INDEMNIFICATION

Refer to LOU #5.

Article 7. REIMBURSEMENT AFTER UNPAID SUSPENSION

If an Employee is placed on an unpaid suspension during an investigation into their conduct under the *Criminal Code* or the *Police Act*, the Employer compensates them for their base wages when the penalty imposed as discipline is less than the financial impact of the interim unpaid suspension (based on an 8 hour day).

Article 8. WORKING CONDITIONS

8.01 Work Week

Shift schedules average two-thousand and eighty (2,080) hours per calendar year (January 1 to December 31) and forty (40) hours per week.

8.02 Shift Schedule

The Employer will schedule Employees on one of the following work schedules:

- (a) Eight (8) hour Shift Schedule
The hours of work are five (5) consecutive eight (8)-hour shifts per week.
- (b) Duty Officer Schedule
Duty Officer work schedules will be determined once watch schedules are established for Patrol. The Employer will discuss potential Duty Officer work schedules with the Association.
- (c) The Employer and the Association may enter Letter(s) of Understanding with respect to non-standard shifting.

8.03 Changes in Shift

The Employer may change an Employee's work schedule.

8.04 Deployment to Seconded Positions

The Employer and the Association recognize the mutual value to both Employees and the Employer of deploying Employees to seconded positions. Employees may be assigned to seconded positions.

8.05 Parking

The Employer will arrange for parking at Surrey Police Service facilities.

Article 9. SENIORITY AND PROBATIONARY PERIOD

9.01 Seniority

- (a) Seniority is based solely on the effective date of the Employee's entry into the bargaining unit. For Employees with the same effective date of entry, seniority is determined based on SPS Seniority (Badge number).
- (b) Any Employee who resigns for a period of less than one (1) year, and is subsequently reemployed, may return to the Association and have their seniority and rank upon resignation restored at the discretion of the Chief Constable. The Employer will not reduce another Employee's rank as a result of the Employee's return.
- (c) No changes will be made to the seniority list without the consent of the Parties.

9.02 Previously Experienced Officers

- (a) "Recognized Policing Service" includes all policing training and service that satisfies conditions set out in the B.C. Provincial Policing Standards for exemption from a portion of the Police Recruit Training Program. The commencement of Recognized Policing Service is determined by the date an officer was sworn or began training,

whichever the earlier, subject to reasonable deductions for gaps in service and training extensions.

- (b) Previously Experienced Officers are Employees who receive credit for Recognized Policing Service.

9.03 Probationary Periods

- (a) The twelve (12) month probationary period is for the purpose of determining an Employee's suitability for employment at the rank of Inspector. It applies to promoted Employees and Previous Experienced Officers directly hired into the rank of Inspector.
- (b) The Employer may extend an Employee's probationary period with approval from the Association. The Association will not unreasonably deny requests for extension.

Article 10. PROMOTION AND LATERAL TRANSFER

10.01 Promotion and Lateral Transfers

- (a) The Chief Constable has the sole right to determine promotions, laterals, and other job assignments.
- (b) Notwithstanding 10.01 (a), the Chief Constable may afford Employees an opportunity to provide an expression of interest regarding anticipated lateral transfer opportunities.
- (c) At the sole discretion of the Chief Constable, an Employee who has previous service in the Surrey Police Union may be eligible to return to a lower rank within the first year of their promotion to Inspector.

Article 11. REMUNERATION

11.01 Compensation Structure

Employees holding the rank of Inspector are paid as follows:

Inspector 1 – one hundred fifty percent (150%) of the First Class Constable rate.

Inspector 2 – one hundred sixty percent (160%) of the First Class Constable rate upon completing one (1) year at the rank of Inspector.

Inspector 3 – one hundred seventy percent (170%) of the First Class Constable rate upon completing two (2) years at the rank of Inspector.

11.02 Credit for Continuous Acting

An Officer from the Surrey Police Union, acting in the rank of Inspector, who is successful in being awarded the rank of Inspector, in a continuous timeline, will be given credit for continuous hours worked as an Inspector when promoted for the purpose of progression to Inspector 2. No such Officer will receive more than 12 months of credit for continuous acting upon promotion to the rank of Inspector. The promoted Officer is required to serve a 12 month probation effective with the date of the implementation of the promotion.

11.03 Acting Pay Superintendent

- (a) When the Employer delegates an Employee to temporarily perform the duties of a Superintendent, the Employee is paid at one hundred eighty percent (180%) of the First Class Constable rate for the applicable hours.
- (b) Long Term Acting ("LTA") - An Employee who is acting in the rank of a permanent Superintendent role, continuously for more than one hundred eighty (180) calendar days, will receive the pay premium (per 11.03 (a)) on vacation leave, statutory holiday pay, and sick leave taken after achieving one hundred eighty (180) calendar days of continuous acting in the role retroactive to their commencement of the LTA role.

Article 12. SPECIAL ALLOWANCES

12.01 Per Diems

- (a) When an Employee is authorized to travel outside the Metro Vancouver Regional District, the Employee receives a *per diem* allowance based on the rates set out in Canada Revenue Agency's Directive for any meals and expenses which occur during the time they are outside such boundaries and are not otherwise provided.
- (b) When an Employee is authorized to use their personal vehicle for work purposes, mileage is reimbursed at the Canada Revenue Agency's Automobile Allowance Rates.

12.02 Plain Clothes Allowance

- (a) Every Employee is paid a clothing allowance of a hundred dollars (\$100) per month. This allowance will increase if and when it increases for the Surrey Police Union.

12.03 Dry Cleaning

- (a) The Employer will provide cleaning service to all Employees eligible for the Plain Clothes Allowance with a reasonable use expectation.

12.04 Shift Differential

- (a) An Employee who works between 1800 hours and 0600 hours is paid a shift differential of one dollar and forty cents (\$1.40) per hour for hours worked during this period. If Surrey Police Union receives an increase in its Shift Differential it will be immediately applied to eligible Employees.
- (b) Shift differentials are not paid on Operational Callouts or Project Overtime.

Article 13. COURT TIME COMPENSATION

"Court" includes any tribunal acting in a judicial or quasi-judicial capacity whether Federal, Provincial, Municipal, civil, or an administrative tribunal.

"Court Time" means attendance at any Court inquiry or hearing by an Employee when required to attend Court as a witness, whether called upon to give evidence or not, provided that the evidence was acquired by the Employee in the performance of police duties. This time will include interviews in preparation for the case.

13.01 Court

The Employer and the Association agree that when an Employee is required to attend Court, all reasonable efforts will be made to have the Employee's work schedule and hours adjusted to accommodate their attendance at Court. The adjustment of work schedules for the purposes of Court attendance will not attract any additional compensation. The Employer will ensure that Employees are clear of duties for at least eight (8) hours before Court. Court attendance will only attract additional compensation in the following circumstances:

- (a) Where an Employee is unable to adjust their work schedule for operational reasons, they will receive straight time compensation to attend Court on their day off. For Court purposes only, the Employee will be compensated for the hours they attend Court, with a minimum of four (4) hours.
- (b) When an Employee is required to attend Court on approved paid leave, the Employee will receive eight (8) hours of straight time compensation, and the scheduled leave hours are returned to the Employee's leave bank for each scheduled day of court. Entitlement to Court pay on an approved leave is only applicable where an Employee has followed the applicable procedures in providing notification of their leave dates to the provincial court system to avoid Court appearance conflicts.

13.02 Court Cancellation

In respect of Article 13.01 (a) and (b) above:

- (a) If an Employee receives notification that they are no longer required for Court within twenty-four (24) hours of the scheduled appearance or interview and they would have been entitled to additional compensation, they will receive four (4) hours of straight time compensation.
- (b) If the Employee is on approved paid leave during the scheduled appearance and receives notification that they are no longer required for Court within forty-eight (48) hours, they receive eight (8) hours of straight time compensation.
- (c) Employees who are scheduled to attend Court are responsible for ensuring they are available to receive Court Cancellation notifications. Employees will not receive compensation beyond what is described in 13.02 (a) and (b) for Court Cancellations where notification has been provided but not received.

13.03 Travel for Court Attendance

When an Employee is required to attend Court outside the boundaries of the Metro Vancouver Regional District:

- (a) No additional compensation applies when an Employee travels to Court during their regular scheduled shift.
- (b) Where travel needs to occur on the Employee's scheduled day off, the Employee will make all reasonable efforts to adjust their regular work schedule and hours to allow for Court travel during their shift.
- (c) If required to travel on a scheduled day off, the Employee receives straight time compensation, for all travel hours, to a maximum of 8 hours per day.

Article 14. OVERTIME PROVISIONS

14.01 Overtime

- (a) **Managerial Responsibility Pay** - Employees are required to answer phone calls, respond to emails, complete tasks, and coordinate a variety of activities outside their standard work hours. Employees are required to attend a minimum of four (4) community events per calendar year on behalf of the Chief Constable outside of standard work hours. Employees are compensated ten (10) hours straight time for each whole calendar month of active employment as an Inspector.

- (b) **Project Overtime** - Employees may be required to complete time sensitive work in addition to their scope of duties. Such time must be preauthorized by the Chief Constable or designate to be paid. This work is paid at straight time over time.
- (c) **Operational Callout** - Employees may be required to immediately commence work outside their standard work hours for extraordinary events and circumstances. Extraordinary circumstances include, but are not limited to, Critical Incident Command and response, public order events, Accredited Team Commander response, Duty Officer backfills, and completion of critical and urgent work as identified by the Employer as an Operational Callout. Operational Callout is paid at two (2) times their straight time pay rate. Payment of Operational Callout is authorized by the Chief Constable or designate.
- (d) The Employee has the option to receive overtime pay or take equivalent time off in lieu of pay. An Employee can convert hours in their overtime bank into a payment.
- (e) There is one overtime hours bank with a maximum of one hundred sixty (160) hours throughout the calendar year. When there are one hundred sixty (160) hours in the overtime bank, all subsequent eligible accruals to this bank will be automatically paid out. The Employee is only permitted to enter a new calendar year with one hundred twenty (120) hours in this bank.

14.02 Standby 8 – Operationally Available

- (a) An Employee required by their Supervisor to be operationally available is compensated at one (1) hour at their straight time rate for each eight (8)-hour period they are on Standby 8 status. Such time must be preauthorized by the Chief Constable or designate to be paid.
- (b) No Standby 8 payment is made if an Employee is unable to report for duty when they are contacted by the Service.
- (c) An Employee on Standby 8 who is required to report for work and reports will be compensated in accordance with Operational Callout provisions. An Employee who submits a claim for Operational Callout may not claim or overlap with the time period claimed under Standby 8.

Article 15. BENEFITS

15.01 Life Insurance and Accidental Death and Dismemberment

- (a) The Employer provides Life Insurance to Employees at three times (3X) their annual base pay.

- (b) The Employer provides Accidental Death and Dismemberment to Employees at three times (3X) their annual base pay.

15.02 Extended Health & Dental Benefits

Schedule A provides information on Employee Benefits.

15.03 Medical Reports

- (a) Employees are reimbursed for the cost of medical reports or forms required by the Employer.
- (b) Employees can utilize Sick Leave to attend a specialist appointment that cannot be scheduled outside of work hours.

15.04 Bereavement Leave

"Family" includes those related by marriage or by common-law, is defined as spouse, child, father, father-in-law, mother, mother-in-law, sister, brother, grandparents, grandchildren, ward, stepchild, brother-in-law, sister-in-law, great grandparents, grandparents in law, fiancé/fiancée, and stepparent.

- (a) An Employee is granted up to four (4) paid days in the event of a death in their family.
- (b) If the death occurs outside the Province of British Columbia, an additional two (2) paid days may be granted by the Chief Constable.
- (c) An Employee will be granted leave from a shift to attend a funeral as a pallbearer or mourner in any case other than one covered by Article 15.04 (a), with seventy-two (72) hours notice.

15.05 Workers Compensation and Short Term Payments

- (a) Where an Employee suffers from a disease, illness or injury and receives compensation under the *Workers Compensation Act*, the Employer receives the compensation cheques and the Employee's regular net take-home pay (as opposed to regular gross salary) is maintained by the Employer for the period covered by WorkSafeBC.
- (b) Subject to Article 15.05, an Employee will be advanced Short Term Disability (Article 15.06) for time during which they are off work as a result of a work related disease, illness or injury and is awaiting a decision on their claim from WorkSafeBC, or where the Employee rejects WorkSafeBC and has received authorization under the *Workers Compensation Act* to commence an action against a third party for damages in respect of the disease, illness or personal injury to the maximum of the Short Term

Disability program. The total payment (Short Term Disability) is no more than one thousand forty (1040) straight time hours for a continuous absence for a maximum of one hundred eighty (180) calendar days. If the Employee is denied WorkSafeBC benefits, the Employee is required to repay the Employer the advanced Short Term Disability.

15.06 Short Term Disability

Employees are eligible for Short Term Disability as defined in LOU #4.

15.07 Long Term Disability ("LTD")

The Employer maintains all Employer paid benefits during the LTD leave, except for leave entitlements that will not accumulate. An Employee who reaches age fifty-five (55) or is a non-contributing member to MPP, is not eligible for LTD.

15.08 Reimbursement for Short Term Disability and Other Employee Benefits

- (a) "Employer Benefits" for the purpose of this Article means Short Term Disability or any other benefits provided by the Employer in respect of an illness or injury.
- (b) "Other Disability Income" for the purpose of this Article means amounts received from sources other than the Employer to compensate for income loss resulting from an injury or illness, including any and all such amounts paid:
 - (i) as damages pursuant to a court award against or settlement with a third party;
 - (ii) Under the *Insurance (Vehicle) Act*, R.S.B.C. 1996, c.231 or its regulations, including art 7 of the *Insurance (Vehicle) Regulation*, B.C. Reg. 447/83, and Income Replacement and Retirement Benefits and Benefits for Students and Minors Regulation, B.C. Reg. 60/2021;
 - (iii) by the Insurance Corporation of British Columbia or any other automobile insurer;
 - (iv) under the *Criminal Injury Compensation Act*, R.S.B.C. 1996, c. 85;
 - (v) under the *Canada Pension Plan*, R.S.C., c.C-8 or its regulations;
 - vii. under the *Employment Insurance Act*, S.C. 1996, c. 23 or its regulations;
 - viii. under the *Workers Compensation Act*, R.S.B.C. 2019, c.1 or its regulations and policies, including the Occupational Health and Safety Regulation, B.C. Reg 296/97 and the Rehabilitation Services & Claims Manual, Volume II; and
 - (vi) under any income replacement legislation or regulation other than those listed above, or by any third party other than those listed above.

- (c) If an Employee receives Employer Benefits and the Employee receives Other Disability Income for the same illness or injury, the Employee must:
 - (i) promptly inform the Employer of the amount received as Other Disability Income;
 - (ii) promptly provide the Employer with a copy of the document(s), correspondence, or decision(s) regarding the payment of Other Disability Income that are reasonably necessary for the calculation of the amount to be repaid by the Employee to the Employer pursuant to paragraph (c)(iii) of this Article; and
 - (iii) repay to the Employer the lesser of:
 - a. the amount of the Employer Benefits received; or
 - b. the amount by which the Employer Benefits received plus any Other Disability Income exceed the Employee's income loss during the period that the Employee received Employer Benefits for the illness or injury.
- (d) If an Employee receives Employer Benefits in respect of an illness or injury and the Employee pursues Other Disability Income for the same illness or injury from another source, the Employee must:
 - (i) notify the Employer as soon as the Employee pursues Other Disability Income; and
 - (ii) ensure that the Employee claims the maximum amount of Other Disability Income.
- (e) If the Employee receives advanced approval from the Chief Constable, the Employer must reduce the Employee's repayment obligation under (c)iii of this Article to account for any reasonable legal fees and disbursements incurred by the Employee to pursue or recover Other Disability Income or any other circumstances.
- (f) If an Employee fails to comply with their obligations under this Article on more than one occasion, the Employer may disentitle the Employee to future receipt of an Employer Benefits, in addition to other rights and remedies the Employer may have.
- (g) Upon receipt of any repayment by an Employee under this (c)iii of this Article, the Employer will reimburse the Employer Benefits to the applicable benefit plan by paying an amount to the applicable plan equal to the lesser of:
 - (i) the amount repaid by the Employee; or
 - (ii) the amount paid out by the plan to the Employee.

15.09 Municipal Pension Plan

Eligible Employees will be enrolled and participate in the Municipal Pension Plan - Group 5, which enrolment and participation will be subject to the current and any future rules established by the Municipal Pension Board governing Group 5 participation. After the

policing transition is complete, new Employees are required to contribute to the Municipal Pension Plan. Subject to the rules and requirements of the Municipal Pension Plan, in exceptional circumstances, the Parties may agree to waive this requirement. Pension contributions commence on an Employee's date of hire.

15.10 Survivor's Benefit

Where an Employee's death arises out of and in the course of their employment, the Survivors' Benefit as described in the Employer's Collective Agreement with Surrey Police Union, in alignment with the established administrative practices the Employer, will apply.

Article 16. MATERNITY AND PARENTAL LEAVE

Eligible Employees receive maternity and/or parental leave as described in the Employer's Collective Agreement with Surrey Police Union, in alignment with the established administrative practices.

Article 17. VACATION AND STATUTORY LEAVE

17.01 Annual Leave

Paid Annual Leave for Employees is based on Recognized Policing Service:

- (a) If an Employee is credited with Recognized Policing Service, Annual Leave is pro-rated based on the Employee's Recognized Policing Service in the first part calendar year of service.
- (b) During the second (2nd) calendar year of service, up to and including the seventh (7th) calendar year of service, one hundred-twenty (120) hours.
- (c) During the eighth (8th) calendar year of service, up to and including the fifteenth (15th) calendar year of service, one hundred-sixty (160) hours.
- (d) During the sixteenth (16th) calendar year of service, up to and including the twenty-second (22nd) calendar year of service, two hundred (200) hours.
- (e) During the twenty-third (23rd) calendar year of service and all subsequent calendar years of service, two hundred-forty (240) hours.
- (f) Each Employee is entitled to Annual Leave on the first (1st) day of January in the calendar year of the applicable anniversary of their Recognized Policing Service.
- (g) Employees who resign will have their Annual Leave pro-rated with adjustments made for any overpayment of Annual Leave.

- (h) Employees retiring are entitled to half (1/2) of their Annual Leave as of January 1 and their full Annual Leave as of April 1 of their retirement year.
- (i) If an Employee planning to retire submits a letter to the Chief Constable indicating the date of retirement, the Employee may defer all or a portion of the Annual Leave entitlement of the year preceding retirement to the year of retirement.
- (j) As soon as possible following December 31 in each calendar year, an Annual Leave pay adjustment is made in a lump sum to Employees where their annual basic earnings exclusive of overtime and any other premium payments not normally considered in the computation of Annual Leave pay, exceeds their regular base rate earnings during the year in question. Any cash payments reflect the proportionate difference between the Employee's actual annual basic earnings and regular basic rate earnings applied to their Annual Leave pay for the year in question but are not paid where the total amount payable is less than one dollar (\$1.00).
- (k) Employees do not accrue paid Annual Leave while on long term disability or on an unpaid leave of absence over thirty (30) days.
- (l) Untaken vacation is paid out at the end of the year following the year it was earned.

17.02 Supplementary Annual Leave

- (a) Each Employee is entitled to forty (40) hours of Supplementary Annual Leave in addition to the Annual Leave to which they are entitled upon commencing the sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th), and forty-first (41st) calendar year of Recognized Policing Service.
- (b) Each Employee becomes entitled to Supplementary Annual Leave pursuant to this Article on the first (1st) day of January in the year in which they qualify for such Supplementary Annual Leave. Employees are not eligible for Supplementary Annual Leave if they are not an Employee on the first (1st) day of January in year they qualify for Supplementary Annual Leave.
- (c) Each Employee retains the Supplementary Annual Leave entitlement notwithstanding that their employment is terminated prior to the end of the period to which the entitlement applies.
- (d) Supplementary Annual Leave must be taken or paid out before the next qualifying anniversary.

17.03 Statutory Holidays

- (a) On January 1 of every year, active Employees are credited with Statutory Holiday time of eight (8) hours per Statutory Holiday. Employees hired during the year or

returning to active status receive a pro-rated Statutory Holiday time reflecting the remaining holidays in the year.

(b) In termination of service, Statutory Holidays are pro-rated, and any overpayment is deducted from an Employee's final pay.

(c) Statutory Holidays are:

1. New Years' Day;
2. Family Day;
3. Good Friday;
4. Easter Monday;
5. Victoria Day;
6. Canada Day;
7. BC Day;
8. Labour Day;
9. National Day for Truth and Reconciliation;
10. Thanksgiving Day;
11. Remembrance Day;
12. Christmas Day; and
13. Boxing Day.

Any other statutory holiday when proclaimed and approved by the Federal or Provincial Governments. Any Statutory Holiday not taken in the year earned is paid out as soon as practical in the year following the year in which it was earned.

Article 18. GRIEVANCE PROCEDURE

(a) The Parties agree to make all reasonable efforts to resolve complaints arising in the workplace through discussion with the appropriate supervisor or between the Parties. Such discussions do not constitute a formal part of the grievance procedure.

(b) Any differences concerning the dismissal, discipline, or suspension of an Employee, or the interpretation, application, or operation of this Agreement, or concerning alleged violation of this Agreement, will be finally and conclusively settled without stoppage of work in the following manner:

- (i) Step One - The grievance is submitted in writing to the Chief Constable within sixty (60) calendar days of the occurrence of the complaint or learning of same by the Employee. The Chief Constable will arrange for the aggrieved Employee to meet and attempt resolution.

Should the Chief Constable be unable to settle the matter within fourteen (14) calendar days, the grievance is submitted in writing to the Employer by the Association.

- (ii) Step Two - The Employer and the Association will meet within fourteen (14) calendar days of receipt of the grievance from the Association and will make every effort to resolve the grievance.
- (iii) Step Three - Should no resolution be reached under paragraph (ii) within fourteen (14) calendar days of Step Two, or within such further period as may be agreed upon by the Parties, the Party pursuing the grievance will notify the other Party in writing of its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both Parties. If the Parties cannot agree on a single arbitrator, the appointment will be made by the Collective Agreement Arbitration Bureau pursuant to s. 86 of the *Code*. The finding of the arbitrator is final and binding on the Parties.

Article 19. RECORDS

Access to Human Resources (“HR”) Records

- (a) An Employee may review the contents of their HR file provided that such review is in the presence of a person authorized by the Chief Constable or designate. The Employee may choose to be accompanied by the Association.
- (b) A copy of any written material concerning an Employee's job performance will be provided to the Employee as soon as possible after it is recorded in their HR file. Should an Employee dispute any such entry in the HR file, they are entitled to recourse through Article 18.

Article 20. LAYOFFS

20.01 Definition

For the purposes of this Article, “layoff” means permanent termination of employment of an Employee because of the Employer’s decision to reduce the size of the workforce.

20.02 Notification of the Association

When the Employer decides to reduce the size of the workforce such that one (1) or more Inspector layoffs will occur, it will notify the Association thirty (30) days in advance of the effective date of the reduction, if practicable.

20.03 Notification of Employees

When the Employer decides to reduce the size of the workforce such that one (1) or more layoffs will occur, it will notify each Employee to be laid off thirty (30) calendar days in advance of the effective date of such reduction. Article 20.02 and 20.03 are not sequential.

20.04 Layoff

Employees are laid off in the reverse order of the date appointed to the bargaining unit by the Employer. At the discretion of the Chief Constable, an Employee who has previous service in the Surrey Police Union may be eligible to work in a role of a lower rank.

20.05 Recall

- (a) No new Employees can be hired following a layoff until laid off Employees are given the opportunity of recall as detailed below.
- (b) Subject to the provisions below, laid off Employees are recalled in reverse order of layoff, and retain their recall right for one (1) year following the date of layoff.
- (c) Laid off Employees are responsible for ensuring the Employer is notified of their most current mailing address, email address, and telephone number(s).
- (d) In recalling a laid off Employee, the Employer advises them by registered mail to the last mailing address provided by the Employee with a copy to the Association.
- (e) A laid off Employee who does not respond within fourteen (14) days of mailing of the registered letter, has no further right to recall under this Article and their employment status is ended.
- (f) Upon contacting the laid off Employee, the Employer notifies them of the time and place to report to work. The Employer, on request, will allow the Employee to report to work up to fourteen (14) days from the date required by the Employer.
- (g) A laid off Employee who refuses to or does not report to work at the time and place as determined in paragraph (f) above, has no further right to recall and their employment status is ended.

20.06 Compensation

- (a) For the purpose of paragraph (b) below only:

“Day’s Pay” is a laid off Employee’s straight time hourly rate of pay, excluding all premium pay, times eight (8) hours.

- (b) Laid off Employees are entitled to compensation of five (5) days' pay for each full calendar year of recognized policing service, if they are not placed in a lower rank. This compensation will be paid in a lump sum as soon as practicable after the date of layoff.

Article 21. SCHEDULES

Schedules are appended to, and form part of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the day and year first above written.

DATED this 26th day of September 2024 in the CITY OF SURREY.

SIGNED FOR THE SURREY POLICE BOARD:

Administrator

"Norm Lipinski"

Chief Constable

Deputy Chief Constable

Superintendent

Human Resources

Human Resources

SIGNED FOR THE SURREY POLICE INSPECTORS' ASSOCIATION:

"Earl Andersen"

Earl Andersen
President, Surrey Police Inspectors' Association

"Raj Mander"

Raj Mander
Vice President, Surrey Police Inspectors' Association

SCHEDULE "A" – BENEFITS PLAN

between

THE SURREY POLICE BOARD

and

THE SURREY POLICE INSPECTORS' ASSOCIATION

This is the Schedule referred to in Article 15 of this Agreement.

Benefit Provision	Extended Health Care Plan
Deductible	\$25 per individual or family (not applicable to vision care or out-of-province coverage)
Benefit Percentage (co-insurance)	100% coverage thereafter, subject to reasonable and customary amounts where applicable as determined by the insurer
Overall Benefit Maximum	None
Termination	End of the month the Employee retires, or the date of termination
Waiting Period	First day of employment /promotion
Prescription Drugs	
Prescriptions	Prescribed medications with certain plan limitations; mandatory generic drugs; pay direct card provided
Fertility Drugs and Treatment	\$10,000 (Lifetime Maximum)
Sexual Dysfunction Drugs	Eligible Prescriptions
Medical Services and Supplies	
Out-of-province and Out-of-country emergency medical coverage	Covered with certain plan limitations
Ambulance	Covered
Hospital	Private or Semi-Private

SCHEDULE "A" (Continued)

Hearing Aids	\$1200 current per person per 5 year period
Orthopedic Shoes	2 pairs per person per calendar year
Orthotics	2 pairs per person per calendar year
Insulin Pumps and Supplies, including Continuous Glucose Monitors	Reasonable and Customary
Medical Equipment	Subject to plan restrictions
Vision Care	
Prescription glasses or contact lenses	Maximum of \$500 per 24 calendar months
Eye Exams	One exam per 2 calendar years, subject to reasonable and customary amounts
Laser Eye Surgery	\$2000 per person per lifetime
Paramedical Services	
Psychologist, Social Worker, Registered Clinical Counsellor	Combined maximum of \$5000 per person per calendar year at 100%. Reasonable and Customary requirement waived from this benefit only.
Physiotherapist, Registered Massage Therapist, Acupuncturist, Chiropractor, Chiropodist, Podiatrist, Occupational Therapist, Speech Therapist, and Naturopath	Must be a registered provider. Employee combined maximum of \$5000 per calendar year. Dependent combined maximum of \$4,000 per person per calendar year. No doctor referral required.

SCHEDULE "A" (Continued)

Dental Plan	
Deductible	None
Recall Exam	Once every 5 months to a maximum of twice per calendar year
Benefit Percentage (co-insurance) 100% - Basic services 80% - Major services 80% - Orthodontics	• 100% for Level I - Basic Services • 100% for Level II - Supplementary Basic Services • 80% for Level III - Dentures • 80% for Level IV - Major Restorative Services • 80% % for Level V – Orthodontics
Benefit Maximum	Unlimited for basic and major services (Level I, Level II, Level III and Level IV), subject to reasonable and customary \$5000 per lifetime per person for Level V (orthodontics), subject to reasonable and customary
Termination	End of the month the Employee retires, or the date of termination
Waiting Period	First day of employment /promotion

LETTER OF UNDERSTANDING ("LOU")

LOU #2 – Hours of Work – 9-hour Shift Schedule

between the
Surrey Police Board ("SPB")
and
Surrey Police Inspectors' Association ("SPIA")

- 1.0 For the purpose of this LOU, the definitions of the 2024-2025 Collective Agreement between SPB and SPIA apply.
- 2.0 This LOU details an additional work schedule per Article 8.02 Shift Schedule that is available for the duration of this Collective Agreement.
- 3.0 Subject to the approval of the Employee's Supervisor, an Employee, not assigned to the Duty Officer position, may work:
 - (i) 9-hour Shift Schedule - The hours of work are one calendar week of four (4) consecutive nine (9) hour shifts one week and one calendar week of four (4) consecutive nine (9)-hour shifts and one (1) consecutive eight (8) hour shifts.
- 4.0 This LOU expires when it is replaced or eliminated as agreed by the Parties.

This LOU is without precedent or prejudice.

SIGNED this 26th day of September, 2024.

SIGNED FOR THE SURREY POLICE BOARD:

SIGNED FOR THE SURREY POLICE INSPECTORS'
ASSOCIATION:

"Norm Lipinski"

Chief Constable

"Earl Andersen"

Earl Andersen
President, Surrey Police Inspectors' Association

LETTER OF UNDERSTANDING ("LOU")

LOU #3 – Standby 4 – Operationally Ready

between the
Surrey Police Board ("SPB")
and
Surrey Police Inspectors' Association ("SPIA")

- 1.0 For the purpose of this LOU, the definitions of the 2024-2025 Collective Agreement between SPB and SPIA apply.
- 2.0 This LOU details the Standby 4 – Operationally Ready compensation model available for eligible Employees covering for Duty Officers ("DO's") as determined by their Manager.
- 3.0 Standby 4
 - (a) An Employee required by their Supervisor to be operationally ready is compensated at one (1) hour at their straight time rate for each four (4) hour period they are on Standby 4 status. Such time must be pre-authorized by the Chief Constable or designate to be paid.
 - (b) No Standby 4 payment is made if an Employee is unable to report for duty when they are contacted by the Service.
 - (c) An Employee on Standby 4, who is required to report for work and reports will be compensated in accordance with Operational Callout provisions. An Employee who submits a claim for callout may not claim the same hours as Standby 4.
- 4.0 This LOU expires no later than December 31, 2025.

SIGNED this 26th day of September, 2024.

SIGNED FOR THE SURREY POLICE BOARD: SIGNED FOR THE SURREY POLICE INSPECTORS'
ASSOCIATION:

"Norm Lipinski"

Norm Lipinski, Chief Constable

"Earl Andersen"

Earl Andersen
President, Surrey Police Inspectors' Association

LETTER OF UNDERSTANDING ("LOU")

LOU #4 – Short Term Disability

between the
Surrey Police Board ("SPB")
and
Surrey Police Inspectors' Association ("SPIA")

- 1.0 For the purpose of this LOU, the definitions of the 2024-2025 Collective Agreement between SPB and SPIA apply.
- 2.0 This LOU summarizes the Employer's provision of Short Term Disability to eligible Employees. The Employer's provision of Short Term Disability is detailed in its administrative practice documents. Those documents are amended from time to time. SPIA is provided with notification of such amendments. The practice documents have been provided to SPIA.
- 3.0 Short Term Disability benefits for eligible Employees include Sick Leave (accrued at 12 hours per month of active service to a maximum of 1040 hours) and Supplemental Sick Leave (which provides 66 2/3% salary support to eligible Employees as a bridge to Long Term Disability). The combined total Short Term Disability is 1020 hours for eligible Employees.

SIGNED this 26th day of September, 2024.

SIGNED FOR THE SURREY POLICE BOARD:

SIGNED FOR THE SURREY POLICE INSPECTORS'
ASSOCIATION:

"Norm Lipinski"

Norm Lipinski, Chief Constable

"Earl Andersen"

Earl Andersen
President, Surrey Police Inspectors' Association

LETTER OF UNDERSTANDING ("LOU")

LOU #6 – Duty Officer Provisions

between the
Surrey Police Board ("SPB")
and
Surrey Police Inspectors' Association ("SPIA")

1.0 For the purpose of this LOU, the definitions of the 2024-2025 Collective Agreement between SPB and SPIA apply.

2.0 SHIFT SCHEDULE:

2.1 The Employer schedules Duty Officers on a variable shifting schedule (10 (ten)-12 (twelve) hours shifts) as required to support policing operations. Duty Officers are paid on a 40 hour work week with the deficit or excess hours reconciled with the Float Leave Bank.

3.0 FLOAT TIME:

3.1 Inspectors assigned to the Duty Officer position may accrue Float Time (positive or negative hours to a 40 (forty) hour work week) credit to a Float Bank during the calendar year.

3.2 An Employee can accrue a maximum of eighty (80) Float hours in a time bank. This Float Bank may exceed 80 hours in a calendar year, but on December 31 of each year, banked Float Time in excess of 80 hours is paid out as soon as practicable.

3.3 If an Employee seeks to cash out their Float Time or use this time for approved leave, a minimum bank of 16 (sixteen) hours must be maintained.

3.4 An Employee who becomes inactive, leaves the Duty Officer role, or leaves the employment of SPB must repay any negative Float Time balance or is paid any positive Float Time balance.

4.0 CHANGES IN SHIFT SCHEDULE:

4.1 The Employer may alter the schedule by giving at least thirty (30) Calendar Days' Notice. Any owed shift change penalty will be paid per the practice for Surrey Police Union.

- 4.2 4.1 above does not apply to disciplinary matters, workplace accommodations, voluntary training, serious and urgent personnel matters, excluding staffing issues, or a request from an Employee to transfer. The Association will be consulted in advance when an Employee is transferred without their consent.
- 4.3 If an Employee is required to adjust their shift schedule for a duration under 2 (two) weeks, they will not experience a negative impact on their Float Bank.

5.0 TRAINING:

If an Employee is required to attend a training day(s), the Employee will make efforts to adjust their work week. The hours of compensation for a training day(s) will ensure there is no negative impact on their Float Time.

6.0 OVERTIME:

- 6.1 MANAGERIAL RESPONSIBILITY PAY: Duty Officers, each required annual "Increment Training Day" replaces a required community event day.
- 6.2 Extended shifts are paid as Operational Call Out.
- 6.3 Any other overtime is paid per Article 14.

7.0 This LOU expires when replaced by a new LOU or other Collective Agreement provisions.

SIGNED this 26th day of September, 2024.

SIGNED FOR THE SURREY POLICE BOARD: SIGNED FOR THE SURREY POLICE INSPECTORS' ASSOCIATION:

"Norm Lipinski"

Norm Lipinski, Chief Constable

"Earl Andersen"

Earl Andersen
President, Surrey Police Inspectors' Association