

2022 – 2024

COLLECTIVE AGREEMENT

between

THE DELTA POLICE BOARD

and

THE DELTA POLICE ASSOCIATION

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THIS AGREEMENT made and entered into 2022 May 30

BETWEEN:

THE DELTA POLICE BOARD

(hereinafter called "The Board")

of the First Part

AND:

THE DELTA POLICE ASSOCIATION

(hereinafter called "The Association")

of the Second Part

PREAMBLE

WHEREAS the Delta Police Board is an employer within the meaning of the Labour Relations Code being Chapter 244 of the Revised Statutes of British Columbia, 1996.

AND WHEREAS the Association is a Trade Union within the meaning of the said Code and is the Bargaining Agent for all sworn Police Officers of the Police Force except:

- (a) Officers of the rank of Inspector and above;
- (b) Those exercising management functions or employed in a confidential capacity in matters relating to Labour Relations;

AND WHEREAS the Board recognizes the Association as the sole Bargaining Agent of the said employees;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto, in consideration of the mutual benefits hereinafter contained agree each with the other as follows:

ARTICLE 1 **TERM OF AGREEMENT**

This Agreement shall be for the period commencing on the 1st day of January 2022 and shall remain in full force and effect until the 31st day of December, 2024 both dates inclusive and then shall remain in full force and effect from year to year thereafter. Either party may, four (4) months prior to the expiry date of this or any following term, give to the other party written notice of desire to terminate or amend such Agreement, it being understood that both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

It is understood and agreed between the Board and the Association that the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code are hereby excluded from and shall not be applicable to this Agreement.

ARTICLE 2 DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

- (a) "Association" means the Delta Police Association;
- (b) "Board" means the Delta Police Board;
- (c) "Chief Constable" means the person so appointed under Section 26 of the Police Act, R.S.B.C. 1996, c.367 and shall include an authorized representative;
- (d) "Force" means the Delta Police Department;
- (e) "Member" means a person employed by the Board and who is covered by the Association's Certificate of Bargaining Authority;
- (f) "Tour of Duty" shall mean the daily and weekly hours of work assigned to the member.

ARTICLE 3 ASSOCIATION DUES

All members covered by the Association's Certificate of Bargaining Authority shall pay to the Association an amount equal to the Association's dues, and any general, bargaining unit-wide assessment(s), such payments to be made by payroll deduction, provided membership in the Association remains on a voluntary basis. 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. Deductions shall be made in respect of all subsequent months provided a member works any part of the month. These arrangements shall remain in effect for so long as the Association remains the recognized Bargaining Agent.

ARTICLE 4 MANAGEMENT RIGHTS

The Board retains all rights and responsibilities to manage and direct the work force except as is specifically varied or abrogated by this Collective Agreement.

ARTICLE 5 COMPLIANCE WITH ADMINISTRATIVE REGULATIONS

The Association agrees from time to time and whenever so requested, to furnish the Chief Constable with a copy of its Constitution and By-Laws with amendments and a list of the Officers of the Association.

This Agreement shall be subject at all times to any Municipal By-Laws relating to any matter that may be considered within the scope of the Agreement and also the provisions of the conditions of service and any regulations made by the Board and in force at the date hereof. Any other condition of employment as

agreed to by both parties will be added to this Agreement in the form of a Supplement with the approval of both parties and shall become a part of this Agreement.

Nothing in this Agreement shall affect or abridge the disciplinary powers heretofore held or exercised by the Board.

ARTICLE 6 ABSENCE FROM DUTY OF ASSOCIATION OFFICIALS

An executive officer of the Association appointed to attend meetings on behalf of the members may be granted time off with pay at the discretion of the Chief Constable. Provided, however, that executive officers of the Association appointed to attend collective bargaining with the Board shall be granted time off without pay at the discretion of the Chief Constable.

ARTICLE 7 REMUNERATION

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

ARTICLE 8 PAY FOR ACTING SENIOR CAPACITY

A member who has been duly appointed by the authority of the Chief Constable to perform temporarily the duties of any rank higher than the rank the member normally holds shall be paid at the appropriate rate for the senior rank for each six (6) hours or more of any shift the member performs such duties after being so appointed.

ARTICLE 9 TEMPORARY ASSIGNMENTS OUTSIDE THE BARGAINING UNIT

Where a member is temporarily assigned to a position outside the scope of this Collective Agreement, the member shall be paid at the minimum salary step of the senior position or a one (1) step pay increase, whichever is the greater.

A member who is temporarily assigned to an out-of-scope position shall continue to accrue seniority.

ARTICLE 10 SPECIAL ALLOWANCES

10.1 Service Pay

Service Pay shall be paid to all members hired prior to 1998 April 30 on the basis of seven dollars and fifty cents (\$7.50) per month after completion of five (5) years' service, and an additional seven dollars and fifty cents (\$7.50) per month for each completed five (5) year period of service thereafter. Service Pay shall be paid from the first of the month next following the completion

of the required period of service. Members hired on or after 1998 April 30 are not eligible for service pay.

10.2 Clothing Issues and Allowance

(a) The clothing issue set out in Schedule "B" shall apply during the term of the Agreement.

(b) Effective 2022 May 30:

Every member who is required to wear plain clothes in the performance of their duties shall be paid a clothing allowance while so employed equal to the sum of one hundred and four dollars and seventeen cents (\$104.17) per month in lieu of the clothing mentioned in paragraph (a) above. Such clothing allowance shall be paid in advance by a single payment of one thousand two hundred fifty dollars (\$1,250.00) in January of each year. A member who commences regular plain clothes duty during a calendar year shall receive a prorated clothing allowance for that year. If a member who has received a clothing allowance payment as set out above is subsequently transferred or terminated prior to December 31st of the same year, the member shall repay that portion of the clothing allowance for which the member is not eligible in a single payment as soon as possible following the transfer or termination, either by payroll deduction or another mutually agreed method. Every member temporarily employed on plain clothes duty shall receive the sum of four dollars and seventy-three cents (\$4.73) for each shift such member is required to work in plain clothes. The style of clothing worn while members are employed on plain clothes duty shall be at the discretion of the Board.

(c) The Board shall provide cleaning services to all members who are required to wear plain clothes in the performance of their duties, with the following maximums:

- one (1) shirt per working day;
- one (1) pair of pants per week;
- one (1) jacket per month; and
- one (1) tie per month.

(d) The Board shall provide cleaning services to all members who are required to wear a uniform in the performance of their duties, with the following maximums:

- one (1) uniform shirt per working day;
- one (1) pair of uniform pants per week;
- one (1) uniform tunic every two weeks; and
- one (1) nylon uniform tunic every month.

(e) It is understood that members absent on either sick leave or Workers' Compensation benefits or unpaid leaves for a period in excess of four (4) consecutive weeks shall not be entitled to the benefits provided pursuant to Subsections 10.2(b), (c) and (d) above for the duration of such absence.

ARTICLE 11 OVERTIME PROVISIONS11.1 Extended Tour of Duty

A member who is required immediately following completion of a shift to work overtime of one-half ($\frac{1}{2}$) hour or more in excess of the member's normal shift length (for purposes of this Article 11 only to be deemed to be inclusive of the minimum fifteen (15) minutes preceding shift start time that a member is required to report for duty) it being understood that the first one-half ($\frac{1}{2}$) hour of overtime shall not be claimed for unless the member has worked sufficient time to claim for a full hour of overtime; and, it is further understood that Float Time Leave as defined in Article 18.2(b) does not qualify for overtime rates.

Overtime worked in excess of one-half ($\frac{1}{2}$) hour, up to one (1) hour over the regular shift shall be one (1) hour of overtime. Any time in excess of one (1) hour and fifteen (15) minutes shall be an additional hour of overtime.

Overtime rates shall be one and one-half times ($1\frac{1}{2}X$) the member's regular hourly rate of pay for the first two (2) consecutive hours of an extended tour and two times (2X) the member's regular hourly rate of pay thereafter.

11.2 Callouts

Double time (2X) will be allowed for ordinary callouts. For the purpose of this Agreement, a callout shall be when a member is required to return to work other than during the member's regular tour of duty. A member required to report for any training exercise, lectures, or internal voluntary committee work other than during the member's detailed working hours, shall be paid at one and one-half times ($1\frac{1}{2}X$).

A member on callout shall be paid at the rate of double time (2X) with a minimum time of three (3) hours at double time (2X).

A member required to return to work on a regular day off, shall be compensated at the rate of double time (2X) for each hour worked.

A member required to report for work during the member's Annual or Statutory Leave shall be compensated at the rate of a minimum of sixteen (16) hours at straight time for each day so called out. This shall not apply in cases where Annual or Statutory Leave is cancelled or postponed for a period exceeding two (2) days and where notice of such cancellation or postponement was given seven (7) days in advance.

11.3 Standby

Where a member is required to stand by for a period of twelve (12) hours or less, the member shall be paid one and one-half ($1\frac{1}{2}$) hours of the member's regular hourly rate of pay.

Where a member is required to stand by for a period greater than twelve (12) hours and up to twenty-four (24) hours, the member shall be paid three (3) hours of the member's regular hourly rate of pay.

Members who are called out while on standby shall be paid for such call out as provided in Article 11.2 in addition to the member's standby pay.

11.4 Special Duty for School Functions

Where a member is required to report for special duty involving a school function, the member shall be compensated at the rate of double time (2X), with a minimum of two (2) hours at double time (2X). The determination as to whether a particular function is a school function shall be made by the Chief Constable.

11.5 Investigative Phone Calls

In the event that a member while off duty receives a telephone call from the Department of one (1) hour or less which results in a work requirement but does not require attendance at a work site which is related to an investigation and, at the direction of a supervisor is required to create a General Occurrence Report, supplement a General Occurrence Report, or create some other substantial documentation in relation to the investigation, then such member shall be entitled to one and one-half (1½) hours' compensation. In the event a call under this provision results in a work requirement which goes beyond one (1) hour they shall be paid two times (2X) their regular hourly rate for the time spent beyond the first hour performing work. It is understood that phone calls of an administrative nature shall not trigger this provision unless the call is of a prolonged nature in response to a significant operational necessity. In such cases, claims are subject to the approval of the Inspector in charge of the Division to which the member is assigned. Claims for compensation under this provision are subject to approval by the member's supervisor.

In the event a call, which meets the criteria described above, is initiated from a source outside of the Department (such as Crown Counsel, witnesses or informants) then claims for compensation under this provision are subject to approval by the Inspector in charge of the Division to which the member is assigned.

Where a member is on standby pursuant to Article 11.3, the member is not entitled to claim compensation under this Article 11.5 unless the call (or calls) meets the criteria for entitlement described above and is (are) for a duration (or cumulative effect) of longer than one-half (½) hour.

ARTICLE 12 SPECIAL COMPENSATION

12.1 Where a member is assigned to attend courses or lectures outside the area of the Metro Vancouver Regional District, the member shall be paid at the rate of straight time for a maximum of eight (8) hours in any given day. In addition, the Board agrees to pay all transportation, lodging, and meals.

- 12.2 Any member who is required by the Board to attend a course of training of not less than five (5) weeks' duration at a location outside the Lower Mainland of British Columbia shall be provided with one (1) return flight to Vancouver during the course.
- 12.3 Where a member is assigned to attend training courses within the Metro Vancouver Regional District the following provisions shall apply:
- (a) Where the course is of less than five (5) days in duration, the member shall maintain a normal schedule of days on duty and off duty. If the member is required to attend the course on the member's days off the member shall be compensated at the rate of one and one-half times (1½X) the member's regular hourly rate of pay for all hours of attendance at the course on the member's normal days off. If a member working a compressed work week schedule is required to attend a course on a normal working day, the Chief Constable or designate shall assign the member as required to complete the member's normal daily hours.
 - (b) Where the course is of five (5) or more days in duration, the member shall be assigned by the Chief Constable or designate to the eight (8) hour day, five (5) day week with days off appropriate to the course schedule.

ARTICLE 13 COURT TIME SCHEDULE

- 13.1 (a) For the purposes of this Article, "Court" includes any Provincial, County or Supreme Court or any Tribunal acting in a judicial or quasi-judicial capacity whether in a criminal, civil or administrative matter or any Coroner's inquest, but does not include hearings conducted by the Labour Relations Board, boards of arbitration, Industrial Inquiry Commissions or any other tribunals, where the Association or the employees covered by its certificate of bargaining authority are parties to the matters before the tribunal. Provided, however, that "Court" shall not include any situation where a member is found guilty of a statutory offence.

Time off, or payment of overtime (such overtime to be calculated at straight time) for attendance at Court, and interviews with prosecutors in the preparation of cases, as a result of the member's duties as a Peace Officer in and for the Municipality of Delta, shall be allowed in accordance with the following schedule. It is understood that any other remuneration received by a member for such attendance in Civil Court will be turned over to the Board. Time off, or payment of overtime, for attendance at Civil Court outside the County of Westminster, shall be at the discretion of the Chief Constable. Any member receiving a Subpoena for attendance at Civil Court shall immediately notify the Chief Constable in writing.

- (b) If a member is compelled to attend court while on annual or statutory leave, compensation therefor will be on the basis of twenty (20) hours for each day or part of a day of required attendance. All other court appearances shall be deemed to cease at the hour of 1300 hours; any appearance after this time shall be counted as a separate court appearance in accordance with the following schedule:

<u>Shift Assignment</u>	<u>1st Appearance</u>	<u>2nd Appearance after 1300 Hours</u>
Afternoon	four (4) hours	additional three (3) hours
Midnight	six (6) hours	additional four (4) hours
Day Off	eight (8) hours	additional six (6) hours

- (c) A member will be considered de-notified with respect to a scheduled court appearance if such de-notification is sent via email to the member's official department email address sixteen (16) or more hours prior to the scheduled court appearance in the case of a court appearance scheduled during any leave other than annual or statutory leave or twenty-four (24) or more hours prior to the commencement of the member's leave in the case of a court appearance scheduled during an annual or statutory leave.
- (d) Any former member who has resigned or has retired on pension or any member who is absent from duty on authorized unpaid leave of absence (including maternity or parental leave) and who is scheduled to attend at court as a consequence of the performance of the member's 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 (including maternity or parental leave) shall be that prevailing for the rank held by such member at the date of the member's resignation, retirement or commencement of unpaid leave. Any member who is in receipt of an allowance under this new section, shall be required to return to the Board any witness fees received in connection with the appearance.

- 13.2 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 the first hour or portion thereof worked. The member shall be paid at the rate of two times (2X) the member's regular rate of pay for all time worked beyond the first hour. Interviews by telephone or by other remote means shall be by approval of the Department.
- 13.3 (a) Out of Town Court Appearances – Where a member is required by subpoena to attend and give evidence in a Court outside of the Metro Vancouver Regional District, and where the member will practically require the use of a commercial airline or other commercial travel, the following provisions shall apply:
- (i) Each day that the member is on such duty will be considered as an eight (8) hour tour of duty. No overtime provision will apply nor will there be any reduction to the consideration of an eight (8) hour tour of duty if the member's trip is in fact less than eight (8) hours in duration.

- (ii) If the member's trip involves a day of scheduled weekly leave, then the member will receive twice (2X) the member's eight (8) hour rate for each scheduled weekly leave day involved.
 - (iii) If the member's trip is during the course of scheduled weekly hours, the member will receive straight time rate but will be relieved of normal duties for at least eight (8) hours prior to the commencement of the trip and at the conclusion of the trip.
 - (iv) In order to accommodate (iii) above, there will be no penalty for the Board for any shift change required to relieve the member of duties prior to and after the member's trip.
- (b) The appropriate Corporation of Delta kilometric rate shall apply for all kilometres in excess of eighty (80) when a member is required by subpoena to attend Court outside the Metro Vancouver Regional District boundaries, and uses the member's own vehicle to travel from the member's home to court and back home. In no event will kilometric allowance be paid for court appearances within the Metro Vancouver Regional District boundaries.

ARTICLE 14 OVERTIME PAY OPTION

"Banked Overtime" means the time worked in excess of a member's regular tour of duty for which the member will be compensated at overtime or straight time rates pursuant to specific provisions of this Agreement.

The member, at the discretion of the Chief Constable, shall have the choice of receiving payment for overtime earned or by time off in lieu of payment. A member may choose to bank overtime earned to a maximum of one hundred and twenty (120) hours in a calendar year to be taken in time off in lieu of payment at a mutually acceptable time to the Chief Constable and to the member. However, it is agreed that a member shall be allowed to carry forward a maximum of forty-eight (48) banked hours of overtime into the next calendar year. Auditing for the purpose of this section shall be as of December 1st of each calendar year. A member who has applied for time off in lieu, which has been duly approved prior to December 1st and is for time off during the month of December, shall be allowed to carry forward forty-eight (48) banked hours of overtime to the next calendar year. Upon promotion, the Board shall have the option of paying out in full a member's banked overtime.

Where a member has more than forty-eight (48) hours in their bank on December 1st and has not pre-scheduled time off sufficient to bring the hours in the bank down to forty-eight (48), the Board may, at the discretion of the Chief Constable, choose to pay those hours in excess of forty-eight (48) to the member in cash.

ARTICLE 15 ANNUAL VACATION AND STATUTORY (PUBLIC) HOLIDAYS

15.1 Paid Annual Vacations for all members shall be allowed in accordance with the following schedule:

- (a) Members leaving the Force 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 part calendar year of service, vacation will be granted on the basis of one-twelfthth ($1/12^{\text{th}}$) of ninety-six (96) working hours, for each month or portion of a month greater than one-half ($1/2$) worked by December 31.
- (c) During the second (2nd) year of service and each subsequent calendar year, including the seventh (7th) calendar year of service, each member shall be entitled to one hundred twenty (120) working hours.
- (d) During the eighth (8th) year of service and each subsequent calendar year, including the fifteenth (15th) calendar year of service, each member shall be entitled to one hundred and sixty (160) working hours.
- (e) During the sixteenth (16th) year of service and each subsequent calendar year, including the twenty-second (22nd) calendar year of service, each member shall be entitled to two hundred (200) working hours.
- (f) During the twenty-third (23rd) year of service and each subsequent calendar year each member shall be entitled to two hundred and forty (240) working hours.
- (g) Upon completion of sixteen (16) years of service a member shall receive a one (1) time vacation bonus of forty (40) working hours and shall receive a similar one (1) time vacation bonus at the completion of each five (5) year period thereafter.
- (h) "calendar year" for the purposes of this Agreement shall mean the twelve (12) month period from 01 January to 31 December, inclusive.
- (i) In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation.
- (j) Annual vacation shall be taken in the year during which it is earned, provided however that:
 - (i) where the Board requires a member to carry annual vacation over to the following year such vacation shall be paid at the then current rate, and
 - (ii) upon receiving the approval of the Chief Constable a member who is entitled to more than one hundred twenty (120) hours of annual vacation may defer annual vacation subject to the following conditions:
 - (1) they must take at least one hundred twenty (120) hours of annual leave per year;

- (2) they may (subject to the approval referenced above) defer the taking of the remainder (if any) of their annual vacation so long as the deferred annual leave does not at any one (1) time exceed the number of working hours' annual leave to which the member is entitled annually (e.g. a member who is entitled to one hundred sixty (160) hours may have a maximum of one hundred sixty (160) hours [when the dollar value in their bank is divided by their current hourly rate] in their bank at any one time); and,
- (3) when they take their deferred vacation they will be paid at the hourly rate in effect when it is taken provided that the number of hours eligible to be taken will be calculated by dividing the number of dollars in the deferred vacation account by the hourly rate in effect at the time the vacation is taken.

(k) Effective 2022 May 30:

When a member accrues vacation on a paid leave (including but not limited to sick leave, WorkSafeBC time-loss, maternity, or parental leave) of one hundred eighty (180) continuous calendar days or more, vacation accrued during that leave period will not be granted until the member returns to active employment for a period of one hundred eighty (180) days. The member must enter into an agreement approved by the Chief Constable or designate setting out when the accrued vacation will be taken, within twenty-four (24) months of the end of their leave. Vacation accrued while on a paid leave of one hundred eighty (180) days or more must be taken as time off and will not be paid out. A member will forego any vacation accrued during a paid leave of one hundred eighty (180) days or more and not taken in accordance with an agreement made under this clause.

15.2 Annual Leave Pay Adjustment

As soon as possible following 31 December in each year an annual leave pay adjustment will be made in a lump sum to all members other than those entitled to an annual percentage of earnings in lieu of annual leave, where such members' annual basic earnings exclusive of overtime and any other premium payments not normally taken into account in the computation of annual leave pay exceeded their regular base rate earnings during the year in question. Such cash payments shall reflect the proportionate difference between the member's actual annual basic earnings and regular basic rate earnings applied to the member's annual leave pay for the year in question, but shall not be paid in any case where the total amount payable is less than one dollar (\$1.00).

15.3 Statutory (Public) Holidays

(a) Effective 2023 January 01:

In lieu of the following statutory holidays:

New Year's Day, Family Day*, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day; each member shall have one hundred thirty (130) straight time hours credited to the member's account on January 1st, which is ideally to be taken when the stats occur during the calendar year, unless otherwise determined, on an exceptional basis, by the Chief Constable or designate. In addition, ten (10) hours at straight time rates will be credited to the member's overtime bank for any other Federal, Provincial or Municipal holiday proclaimed during that calendar year.

All time credited for statutory holidays shall be taken in the year it is earned and may not be carried forward into subsequent years or converted into other time banks.

In the event that a statutory holiday falls on a weekend or member's regular day off, members, other than those working in patrol shall take a day of statutory holiday leave, ideally on the first regular workday after a statutory holiday, or at the discretion of the Chief Constable or designate. All statutory leave must be used in the calendar year in which it was earned, as leave.

*If/when Family Day ceases to be a provincial public holiday under the laws of British Columbia, Family Day will no longer be considered a Public Holiday for purposes of this Collective Agreement.

** If and when the Holiday identified as National Day of Truth and Reconciliation ceases to be a public holiday under the laws of Canada or British Columbia, it will no longer be considered a Statutory Holiday for the purposes of this Agreement. If the Federal and Provincial holiday commemorating Truth and Reconciliation fall on different days, the Board will recognize the Provincial holiday only.

- (b) A member required to work on any of the statutory holidays referred to in paragraph (a) above shall receive in addition to the member's regular monthly salary one-half (½) of the actual time worked on that particular holiday.
- (c) The holiday credit of a member who joins or leaves the Force without having worked a full calendar year will be prorated accordingly. Any adjustment necessary as a result of a member leaving the Force will be made from that member's final payment.
- (d) Annual/Statutory leave periods shall be exclusive of any days off, however a member shall be considered as though on leave from the first scheduled day off to and including the last scheduled day off.
- (e) The public holidays defined in (a) above will not apply to members who are off duty without pay.

15.4 Impact of WorkSafeBC and Sick Leave on Statutory Holidays

Employees who are absent as a result of sick leave and/or WorkSafeBC for more than ninety (90) accumulated days in a calendar year shall have their Statutory Holiday entitlement prorated for that year on the basis of the total time absent due to sick leave and/or WorkSafeBC.

15.5 Retirement

- (a) Members leaving on retirement are entitled to full Annual and Statutory Leave for the current calendar year.
- (b) In addition to any other leave, members hired on or before 1988 November 15 shall upon retirement receive payment equivalent to one thousand four hundred sixty-four (1,464) hours calculated on the basis of their regular hourly rate.

For the purposes of this Section, retirement shall mean any member having completed a minimum of ten (10) years' continuous service. Payment shall be granted on a pro-rated basis of a total time of years' service and age. Maximum credits will be allowed for the number sixty-five (65) and over, and be pro-rated downward at two percent (2%) per digit.

- (c) In addition to any other leave, members hired after 1988 November 15 shall upon retirement receive payment equivalent to one (1) week's pay for every completed two (2) years of service (calculated on the basis of the member's regular bi-weekly salary divided by two (2)). Retirement for the purpose of this Section shall mean any member having completed a minimum of ten (10) years' continuous service.

15.6 Bereavement Leave

- (a) Any member who has completed six (6) months of employment may be granted bereavement leave without loss of pay for a period not to exceed four (4) work days in the following events:
 - (i) in the case of the death of a member's spouse (including common-law spouse and same-sex partner) child, grandchild ward, sibling, parent, guardian, parent-in-law, or grandparents; OR
 - (ii) in the case of the death of any other relative, if living in the member's household.
- (b) If the member is required to travel outside the Lower Mainland of British Columbia (defined as the area included with the Metro Vancouver Regional District, Fraser Valley Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) for the purpose of arranging the funeral of such relative, the Chief Constable may, at his or her discretion, allow the member a further two (2) daily tours of duty bereavement leave.

15.7 Gratuity Leave

Effective 2022 May 30:

A member shall be eligible to receive ten (10) hours of gratuity leave for each quarter of a calendar year in which the member uses no sick leave.

On completion of the calendar year, members will be entitled to an additional ten (10) hours of gratuity leave if they have not used sick leave in the calendar year. Members who receive this additional leave are entitled to request a payout of up to fifty (50) hours' gratuity leave. Payout requests must be submitted within thirty (30) days of receiving the additional ten (10) hours.

Gratuity may be accumulated to a maximum of three hundred (300) hours.

ARTICLE 16 MEMBER BENEFITS

It is hereby agreed that the following benefits will continue for the term of this Agreement:

16.1 Workers' Compensation

When a member is in receipt of WorkSafeBC time-loss payments, the Board shall receive the member's WorkSafeBC cheque and the member shall receive regular net salary.

Subject to approval of WorkSafeBC every member participating in events authorized by the Chief Constable resulting in personal injury shall be considered to be on active duty.

Every effort will be made to place the member on light duties within the Force, if capable of such, and light duties are recommended by a Medical Report.

16.2 Medical and Extended Health Benefits

(a) All eligible members shall, effective the first of the month following their date of hire, be entitled to coverage under the Medical Services Plan with the Board paying forty percent (40%) of the premium.

(b) Extended Health Care Plan

(i) All members shall be entitled to coverage under the Extended Health Care Plan. The Plan will provide for reimbursement of eligible expenses to a lifetime maximum of three million dollars (\$3,000,000.00) per person subject to an annual deductible of one hundred and twenty five dollars (\$125.00) per family. Eligible expenses shall all be reimbursed in accordance with the terms and conditions of the plan and shall include:

- vision care to a limit of five hundred dollars (\$500.00) payable per person per twenty four (24) months including coverage for laser eye surgery and prescription sunglasses;

- eye exams to a limit of one hundred dollars (\$100.00) per person per twenty four (24) months;
- prescription drugs, including oral contraceptives. Prescription drug coverage will include a direct payment card; a maximum fifteen percent (15%) ingredient mark-up; an eight dollar and fifty cents (\$8.50) per prescription cap on dispensing fees; and will provide for lowest cost alternative drug substitution unless specifically otherwise directed by the prescribing physician;
- hospital charges for a semi-private room;
- special duty nursing care, if ordered by a physician;
- ambulance charges in emergency circumstances;
- Prostate-specific antigen (PSA) testing to a limit of thirty-five dollars (\$35.00) per calendar year per person aged forty-five (45) or older
- Wigs and Mastectomy bras to a limit of one thousand dollars (\$1,000.00) per two (2) calendar years
- medical equipment and appliances including hearing aids to a maximum of seven hundred dollars (\$700.00) payable per person per five (5) year period, blood and ostomy products, orthopedic shoes to a maximum of four hundred dollars (\$400.00) per year (two hundred dollars (\$200.00) for children), orthotics to a limit of five hundred dollars (\$500.00) per two (2) calendar years;
- registered paramedical therapy services including physiotherapy, massage therapy, speech therapy (to a maximum of five hundred dollars (\$500.00)), podiatric services, acupuncture treatment (to a maximum of two hundred dollars (\$200.00) per year) and naturopathic services (subject to reimbursement limits included in the plan);
- Psychologist and/or Registered Clinical Counsellor to a combined maximum of six hundred dollars (\$600.00) per year and
- out of province medical expenses.

The premiums required to maintain the Plan shall be borne one hundred percent (100%) by the Board.

(ii) Psychological Services Plan

All members shall be entitled to coverage under the Psychological Services Plan. Coverage for subscribing members and their dependents shall be to a maximum of four thousand eight hundred dollars (\$4,800.00) claimable per family per

twelve (12) month period. The premiums required to maintain the Psychological Services Plan shall be borne one hundred percent (100%) by the Board.

(c) Same Sex Benefit Coverage

A member who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health and Dental benefits.

16.3 Pension

- (a) Eligible members will be covered by the Municipal Pension Plan and contributions to the Municipal Pension Plan shall commence on the first of the month following a member's date of hire.
- (b) The Board and the Association agree that normal retirement for members shall occur on the first of the month following the date a member reaches age sixty (60).
- (c) Any member who has attained the age of fifty (50) years, who has completed twenty-five (25) years of total service with the Board, but who has completed less than twenty-five (25) years of pensionable service, may extend pensionable service up to a maximum of one (1) year.

16.4 Telephones

The Board to supply all members who were hired prior to 1996 October 30, with a telephone, with the Board paying basic rental only, except long distance tolls incurred when such calls pertain to Police business. Payments shall be in two (2) equal semi-annual installments, to be received no later than the 31st day of July and 31st of January. Members hired on or after 1996 October 30 are not eligible for this telephone reimbursement.

16.5 Sick Leave

- (a) All members shall be eligible for sick leave benefits under the Short Term Illness and Injury Plan effective the first of the month following their date of hire. The Plan shall provide an eligible member with one hundred percent (100%) of regular salary as specified for the member's confirmed rank for a maximum of one hundred eighty (180) calendar days for any one illness or disability, in any twelve (12) month period. The Board shall provide one hundred percent (100%) of the funding required to maintain the Short Term Illness and Injury Plan.
- (b) At the expiry of one hundred eighty (180) calendar days of continuous coverage under the Short Term Illness and Injury Plan, members who have been continuously employed for a minimum of one (1) calendar year shall be eligible for coverage under the Long Term Disability Plan which, subject always to the provisions of the Plan's Policy Contract as issued by the Plan's Insurer, shall provide for the following:

- (i) Members who continue to be disabled from fulfilling the requirements of their own occupation beyond one hundred eighty (180) calendar days of coverage under the Short Term Illness and Injury Plan, shall receive Long Term Disability Plan benefits, subject to the terms and conditions of the Plan;
 - (ii) Any member who is in receipt of Long Term Disability Plan benefits and who desires to continue coverage under certain of the fringe benefits, that the Insuring Carrier will allow, may do so by making prior arrangement with the Board and by agreeing to carry both the member's own and the Board's portion of premiums required to continue the coverage. The maximum term that such coverage will be carried is for one (1) year from the date Long Term Disability Plan benefits commence; and can be reviewed by the parties.
 - (iii) One hundred percent (100%) of the premium costs for the Long Term Disability Plan shall be borne by the member.
- (c) Where the Board is not satisfied with the medical certification provided, employees may be required to attend the Board's physician to obtain medical certification and/or clearance to be eligible for pay and/or to return to work.

16.6 Sick Leave Recovery

- (a) A member who commences an action or makes a claim against a third party for damages relating to an injury or illness for which the member was paid sick leave benefits, shall include in the claim a claim for wage loss equal to the sick leave benefits so paid or projected to be paid.
- (b) Where such claim is made to the courts the member or a representative shall request the presiding judge, or judge and jury, to specify the amount of any award which is attributable to the wage loss claim.
- (c) Where a voluntary settlement with the third party is contemplated for an amount which is less than the full sick leave benefits paid, the member shall first obtain the approval of the Chief Constable, which approval shall not be unreasonably withheld. Such voluntary settlement shall specify the amount of the settlement which is attributable to the wage loss claim.
- (d)
 - (i) The member shall reimburse the Board to the extent such wage loss is recovered from the third party less those legal fees certified by the member's legal counsel as being attributable to proving the wage loss claim.
 - (ii) Where wage loss is reimbursed to a member by an insuring agency such as I.C.B.C. or WorkSafeBC then the member shall similarly pay to the Board the amount of the wage loss so received.

- (iii) Upon being reimbursed pursuant to this Article, the Board shall reinstate the member's sick leave with the number of sick days equivalent thereto and any resultant gratuity days to which the member may be entitled, without regard to the legal fees deducted pursuant to (d)(i).
- (e) Failure to comply with this Article shall result in a member being obligated to pay back to the Board the full amount of the sick leave benefits paid in respect of the injury or illness.

16.7 Dental Plan

In part consideration for members assuming one hundred percent (100%) of the premium payments required to maintain their Long Term Disability Plan, dental coverage for participating members shall be as follows:

Plan 'A'	one hundred percent (100%) of basic dental coverage
Plan 'B'	seventy percent (70%) of dentures and major dental surgery
Plan 'C'	orthodontics (provision for payment of seventy percent (70%) of approved schedule of fees). A lifetime maximum of three thousand dollars (\$3,000.00) for employees and dependents as defined by the Plan shall apply.

The Board shall pay one hundred percent (100%) of the premiums required to provide such coverage.

16.8 Indemnification of Members

For the purposes of this Article "necessary and reasonable legal costs" shall be based upon the account rendered by the solicitor retained in the matter, which account shall be based on the agreed tariff of fees as amended from time to time by the Counsel for the Corporation of Delta (hereinafter 'the Corporation') or such other amount as may be agreed upon by the solicitor and Counsel for the Corporation in advance of the legal fees being incurred.

- (a) The Corporation 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) (i) The Corporation will indemnify a member for necessary and reasonable costs for up to a three (3) hour consultation by the member with a lawyer as to whether the member should make a statement, and if so, in what form, if the member learns that an allegation has been made that the member misconducted himself or herself in the performance of their duties if the member:
 - (1) reasonably believes that the allegation may result in the initiation against the member of proceedings under the Criminal Code; and

- (2) has been asked by the Board or a person in authority to make a statement to anyone about the facts connected with the allegation.
- (ii) No prior arrangement for indemnification need be made by the member with the Corporation before obtaining the advice if fees for only up to three (3) hours' services will be claimed.
- (iii) If the member considers the allegation involves a matter that is complex or serious so as to warrant more than three (3) hours' legal assistance the member may, before consulting the lawyer, seek the Corporation's agreement to indemnify the member for the cost of more than three (3) hours' services of the lawyer. In such cases the Corporation will not unreasonably refuse to agree to indemnify the member for the cost of reasonable and necessary services.
- (iv) If it is proven that the member did not act in good faith in the performance of the member's duties as a police officer, the Association will indemnify the Corporation for the amount properly paid by it pursuant to this Article.
- (c) (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 police officer, the member shall be represented by counsel appointed by the Corporation and all necessary and reasonable legal costs and damages shall be borne by the Corporation, PROVIDED THAT the Corporation's obligations are conditional upon the member cooperating fully in the defence of the action, AND PROVIDED THAT Counsel appointed by the Corporation is given full authority in the conduct of the action, including authority to settle the action at any time in the manner Counsel deems advisable in the circumstances.
- (ii) If Counsel appointed by the Corporation determines that a conflict exists between a member's defence of a civil action and the Corporation's defence of a civil action then the member may be represented by their own counsel with necessary and reasonable legal costs borne by the Corporation.
- (d) (i) A member who is a respondent at a public hearing held pursuant to Part 9 of the Police Act, R.S.B.C., 1996, c. 367, 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 at the public hearing.
- (ii) A member who appeals under Section 62 of the Police Act, R.S.B.C., 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 appeal is successful.

- (e) 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 a statute of the Province of British Columbia.
- (f) Where a member desires to have legal representation in a royal commission or proceedings not otherwise referred to in this Article the member may, prior to the commencement of the proceedings, request the Board to recommend to Municipal Council that the Corporation indemnify the member for all or a portion of necessary and reasonable legal costs. Upon receiving such a request the Board will afford the member an opportunity to appear before it for the purpose of attempting to persuade it that such a recommendation is appropriate. The Board, having afforded the member such an opportunity may, in its unqualified discretion, recommend to the Corporation that the request be granted, or that it be granted subject to conditions, or the Board may deny such request. It is understood that the Corporation may accept, modify or reject the recommendation of the Board.
- (g) Notwithstanding the other provisions of this Article, members shall NOT be indemnified for punitive damages; for legal costs arising from grievances under the Collective Agreement; for hearings arising from charges under the Police (Discipline) Regulations; for discipline proceedings arising from charges under the Code of Professional Conduct; for acts or omissions of members which did not arise in, or result from, circumstances peculiar to the execution of police duties; for actions which amount to willful neglect or a gross dereliction of duty, or deliberate abuse of police power; or for willful violation of a lawful order.
- (h) Notwithstanding the other provisions of this Article, where two (2) or more members are charged with an offence or made the subject of an action, inquiry, public hearing, inquest, or royal commission, described in paragraphs (a) and (c) through (f), arising out of substantially the same circumstances, the Corporation may limit its indemnification pursuant to this Section to the reasonable legal costs of ONE (1) solicitor to represent the interest of both/all of them, including representation at any appeal, UNLESS the solicitor is of the view that it would be improper for such solicitor to so 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 a designate of the Board and a designate of the Association.
- (i)
 - (i) No notice is required from members seeking indemnity for three (3) hours' consultation under Subsection 16.8(b)(i).
 - (ii) 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) 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.

- (j) Nothing in this Article shall be interpreted as limiting the Chief Constable's or the Board's ability to discipline any member of the Department.

16.9 Maternity and Parental Leave

(a) Length of Leave

(1) Pregnant Member

A pregnant member shall be entitled to maternity and parental leave, in accordance with the B.C. *Employment Standards Act*. All such leaves shall be without pay, subject to any compensation entitlements which shall be available to members in accordance with subsection (f) below.

In the event the pregnant member dies or is totally disabled, a member who is also a parent to, and assumes care of the child or children, shall be entitled to parental leave without pay, in accordance with the B.C. *Employment Standards Act*, subject to any compensation entitlements which shall be available to members in accordance with subsection (f) below. This clause also applies if the member's pregnant partner is not a member.

(2) Non-pregnant Parent and Adoptive Parent

A member who is the non-pregnant parent or the adoptive parent shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay. 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.

(3) Extensions – Special Circumstances

A member shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the member as unable to return to work for medical reasons related to the birth.

A member shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the member's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed seventy-eight (78) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (1) 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.

- (2) 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.)
- (3) The Board may require a pregnant member to take sick, or other 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.
- (4) 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.
- (5) A member who is the birth parent 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.
- (6) 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 returning to active employment, a member shall be reinstated to the member's 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 pay shall be prorated in accordance with the duration of the leave and a member may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (1) A member on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Notwithstanding paragraph (d)(1), a member on maternity leave or parental leave who has notified the Board of their intention to work pursuant to paragraph (b)(4) 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

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

(f) Maternity Leave Supplemental Employment Insurance Benefits Plan

- (1) Birth parents who are entitled to maternity leave as provided for in Article 16.9 of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive Supplemental Employment Insurance Benefit (SEIB) Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, non-birth parents who, due to the death or total disability of the birth parent, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB 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 Paragraph 2 above.
- (4) The SEIB 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 (based on a 12 month leave schedule) for the first seventeen (17) weeks, including the Employment Insurance waiting period.
- (5) The Plan meets the requirements of Section 38 of the EI Regulations, specifically that, when combined with a member's weekly EI benefit, the payment will not exceed the claimant's normal weekly earnings from employment and a member's accumulated leave credits will not be reduced.
- (6) 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 the SEIB Plan, the Board does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Board, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

(g) Supplemental Employment Insurance Benefits Plan Conditions

- (1) 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.
- (2) If a member who received benefits under the SEIB Plan does not choose to return to work for the Board or returns for a period of less than one (1) year, they will be required to repay the SEIB Plan payments paid by the Board. Such repayment is pro-rated based on time worked.
- (3) 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.

16.10 Group Life Insurance

The Group Life Insurance coverage for all members who have completed three (3) months of service shall be calculated on the basis of two thousand dollars (\$2,000.00) of insurance for each one thousand dollars (\$1,000.00) of gross basic annual salary, which salary shall be computed to the next highest one thousand dollars (\$1,000.00). In addition to the foregoing Group Life Insurance, each member shall, effective upon date of hire, be entitled to twenty-four (24) hour coverage for accidental death and dismemberment insurance in an amount of two hundred fifty thousand dollars (\$250,000.00). The monthly premiums for both Plans shall be borne by the Board provided, however, any member who, during the first three (3) months of service, desires to cover the member's own Group Life insurance, may do so by making arrangements with the Board to pay the full premium.

16.11 Administration of Benefits

The administration of all Health and Welfare Benefits and the management of all Health and Welfare Benefits contracts is the sole responsibility of the Board or its designated representative.

It is understood any changes in the Health and Welfare package as to coverage or insurance shall be subject to thirty (30) days' notice and negotiations that the parties hereto at that time mutually agree upon.

ARTICLE 17 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 Tuberculosis, Hepatitis or HIV, shall receive six (6) hours' regular straight-time compensation for such attendance.

ARTICLE 18 WORKING CONDITIONS

18.1 Hours of Work

The Chief Constable shall have the right to alter the hours of work, either by setting ahead or retarding them, without constituting a call out, provided that such change constitutes a shift normally worked by that member.

Any shift ending at or after 0200 hours shall be construed as a Midnight Shift. Any shift ending between 2000 hours and 0200 hours shall be construed as an Afternoon Shift.

18.2 Work Week

- (a) (i) It is understood that the twelve (12) hour shift shall be the standard shift worked by members assigned to patrol duties.
- (ii) Unless otherwise provided for pursuant to this Article 18.2, the standard hours of work of members shall be as provided for pursuant to Schedule "C" which is attached to and forms a part of this Collective Agreement.
- (b) "Float Time Leave" means time worked as part of a member's regular tour of duty which is in excess of forty (40) hours per week or two thousand and eighty-eight (2,088) hours per year which is earned at straight time and will be taken as scheduled time off subject to the operating needs of the Force as determined by the Chief Constable. Any float time leave accumulation in excess of twenty-four (24) hours as of December 31st each year may be assigned as time off by the Chief Constable.
- (c) It is agreed that the Chief Constable has the prerogative to vary the hours of duty for members assigned to support and administrative duties, supervisory duties, and to other specific duties as required by the exigencies of the Force.
- (d) It is understood that members shall report for duty not less than fifteen (15) minutes before reporting on duty.
- (e) The hours of work for members shall be a maximum of two thousand and eighty-eight (2,088) hours in a calendar year.

18.3 Advance of Float Time Leave

- (a) A member who has earned and accumulated a minimum balance of sixty-four (64) hours of float time leave on September 01 of any year, shall, on application, be advanced thirty-two (32) hours of float time leave against float time leave to be earned between September 01 and December 31 of that year, provided that the Force is satisfied that a minimum of thirty-two (32) hours of float time leave will be earned by the member between September 01 and December 31.

- (b) The advance of float time leave is to permit a member to take float time off in a block of two (2) working shifts, at a time mutually agreeable to the Force and the member.
- (c) If any member resigns from the Force without having completed the current full calendar year of service, the Board shall submit a bill to the Association, and the Association shall accept the responsibility for payment of the outstanding time owed by the member to the Board for Statutory Holiday Leave and Float Time Leave taken and not earned.

18.4 Probation

- (a) A recruit to the Force shall be accepted as a Fifth (5th) Class Constable and shall be placed in a probationary capacity until successful completion of eighteen (18) months' service following the date of enlistment. 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 regular employment. At any time during the probationary period, the employment of a member on probation may be terminated if it can be satisfactorily shown that the member is unsuitable for regular employment.
- (c) Under special circumstances the Board may extend the probationary period. In the case where extension is required the Board shall give written notice of the reasons for such extension first to the Association and then to the member on probation.
- (d) A member's suitability for regular employment shall be decided on the basis of factors such as:
 - (i) conduct;
 - (ii) quality of work;
 - (iii) ability to work harmoniously with others;
 - (iv) ability to meet the operational and administrative standards set by the Board.
- (e) If a member on probation successfully completes the probationary period and continues in the same position as a regular member, seniority and vacation benefits and other perquisites referable to length of service shall date back to the date of enlistment.
- (f) Notwithstanding that a member is on probation for a period of eighteen (18) months, a Fifth (5th) Class Constable shall be promoted to the rank of Fourth (4th) Class Constable in accordance with Article 18.5(a).

18.5 Increments

- (a) Upon completion of thirty-four (34) weeks' service following the date of acceptance as a Fifth (5th) Class member, or upon successful completion of the required basic training,

whichever is later, a Fifth (5th) Class member shall receive an incremental increase to the Fourth (4th) Class rank. Where the reason for failure to complete the required basic training during the Fifth (5th) Class member's first twelve (12) calendar months' service following the date of acceptance as a Fifth (5th) Class member is beyond the control of the Fifth (5th) Class member, the Board shall grant the incremental increase to a pay level equal to that of Fourth (4th) Class rank with retroactive effect to the first anniversary of the member's date of acceptance as a Fifth (5th) Class member.

- (b) After service satisfactory to the Board for a total of twelve (12) calendar months following the effective date of the incremental increase as set out in paragraph (a) above a member who has attained the rank of Fourth (4th) Class Constable shall be promoted to the rank and pay of Third (3rd) Class Constable.
- (c) After service satisfactory to the Board as a Third (3rd) Class Constable for twelve (12) calendar months, a member shall be promoted to the rank and pay of Second (2nd) Class Constable.
- (d) After service satisfactory to the Board as a Second (2nd) Class Constable for twelve (12) calendar months, a member shall be promoted to the rank and pay of First (1st) Class Constable.
- (e) In any of the instances set out under (b), (c) and (d) above, where the reason to complete the required training standards is a result of a job related injury or illness and is beyond the control of the member, the Board, at such time as the standard is achieved, shall grant the relevant incremental pay increase with retroactive effect to the appropriate anniversary date.

18.6 Re-employment of Former Members and Employment of New Members Formerly Employed by Another Police Force

- (a) A Certified Municipal Constable, as defined in the British Columbia Provincial Policing Standards (BCPPS), Section 2.1 – Recruit and Advanced Training, as amended from time to time who is engaged by the Chief Constable within twenty-four (24) months from the date of resignation from previous police employment shall be appointed to the rank held at the time of the resignation provided however that the rank to which the member is appointed shall not be higher than that of a First (1st) Class Constable. The member shall be placed in a probationary status for six (6) months and the provisions of paragraphs 18.4(b) to (e) shall apply.
- (b) A Certified Municipal Constable, as defined in the British Columbia Provincial Policing Standards (BCPPS), Section 2.1 – Recruit and Advanced Training, as amended from time to time who is engaged by the Chief Constable after twenty-four (24) months from the date of resignation from previous police employment shall be appointed to the rank immediately below the rank held at the time of resignation provided however that the appointment rank shall not be to a rank higher than Second (2nd) Class Constable. The member shall be placed in a probationary status for six (6) months and the provisions of Section 18.4(b) to (e) shall apply subject to (d) to (f) below.

- (c) Any member who leaves the Department and is subsequently re-employed within twelve (12) months shall have their seniority restored, subject to adjustment for the period of the absence.
- (d) Any new member may, at the discretion of the Board, receive recognition for some or all previous employment service with another Police Department. Such recognition of service shall be for determination of vacation entitlement and increment eligibility purposes only.
- (e) Recognition of previous service is not applicable for the purposes of annual leave signup or scheduling.
- (f) New members who receive recognition for previous service under this provision must still fulfill the requirements associated with the various increment levels for the rank of Constable and Sergeant prior to receiving the increment level.

ARTICLE 19 GRIEVANCE PROCEDURES

19.1 Any grievance as defined in the Labour Relations Code of British Columbia with respect to any matter covered by the terms of this Agreement shall during the term of this Agreement be settled in the following manner:

- (a) Any difference concerning the interpretation, application, or operation of this Agreement or concerning any alleged violation of this Agreement shall be finally and conclusively settled without stoppage of work.
- (b) The grievance shall be stated in writing and submitted to the Chief Constable within thirty (30) days of the occurrence of the complaint or learning of same by the member. Should the Chief Constable be unable to settle the matter within ten (10) days, the Chief Constable shall submit the grievance to the Board.
- (c) The Board and the aggrieved member, with the member's Association Representative shall meet within fourteen (14) days after receipt of the grievance by the Board from the Chief Constable and make every effort to settle the grievance.

Should no settlement be reached under Sub-Section (c) within seven (7) days, or within such further period as may be mutually agreed upon, the grievance shall be submitted to a Board of Arbitration composed of a single arbitrator to be chosen by the parties. In the event either party wants a three (3) member Board of Arbitration each party shall choose one (1) member of the Board of Arbitration and the third, who shall be Chair, will be chosen by the other two (2). The findings of such Board of Arbitration shall be final and binding upon both parties.

ARTICLE 20 ACCESS TO PERSONNEL RECORDS

- (a) Upon receiving the permission of the Chief Constable or designate a member may review the contents of the member's personnel file provided that such review is in the presence of a person authorized for such a purpose by the Chief Constable.
- (b) A copy of any written material concerning a member's job performance shall be provided to the member as soon as possible after it 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 19 of this Agreement. The Board 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 21 REDUCTION OF THE WORKFORCE, LAYOFF, RECALL

21.1 Definitions

- (a) For the purposes of this Article 21 "layoff" means the temporary or permanent termination of employment of a member as a result of the Board's decision to reduce the work force.
- (b) For the purposes of this Article 21 "seniority" means the length of service since the date of the member's last current enlistment.

21.2 Notification of Association

Where the Board determines that it is necessary to reduce the work force in such a manner that one (1) 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 reduction in rank, and how many members are to be laid off.

21.3 Notification of Members

Where the Board determines that it is necessary to reduce the work force in such a manner that one (1) 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.

21.4 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 a member be reduced more than one (1) 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.

21.5 Layoff

- (a) Members shall be laid off in the order of reverse seniority.
- (b) Medical and Dental coverage for laid off members shall cease as of the last day of the month during which the layoff commenced. All other benefits shall cease on the day of the layoff.
- (c) At least five (5) working days prior to their effective date of layoff members will be required to elect in writing to avail themselves of the procedures set forth in Article 21.6 Recall, or Article 21.7 Compensation. If a member fails to make such election within the specified period the member shall be deemed to have elected compensation pursuant to Article 21.7.

21.6 Recall

In recalling members who have been laid off, the following terms and conditions shall apply only to laid off employees who have elected this process pursuant to paragraph (c) of Article 21.5:

- (a) No new members shall be hired following layoff until those members who were laid off have been given a reasonable opportunity of recall as detailed below:
- (b) Subject to the provisions below, laid off members shall be recalled in order of seniority, and shall retain their right to be recalled for three (3) years immediately following the date of layoff.
- (c) Laid-off members shall be responsible for ensuring that the Board is notified of their most current mailing address and telephone number.
- (d) In recalling a laid off member, the Board shall advise the member by double-registered letter directed to the latest mailing address provided by the member, and shall also advise the Association by copy of such letter.
- (e) A laid off member who does not respond within seven (7) calendar days of the initial attempt of the Board to contact the member shall have no further right to recall under this Article.
- (f) Upon making contact with a laid off member as outlined in paragraph (d) above, the Board shall notify the member of the time and place for reporting to work, providing that the Board shall, on request, allow the member to report to work up to fourteen (14) days from the date of the Board's initial attempt to contact the member, or at the discretion of the Chief Constable whose approval shall not be unreasonably withheld, up to an additional fourteen (14) days.
- (g) A laid off member who refuses to or does not report to work at the time and place as determined in paragraph (f) above shall have no further right to recall under this Article.

- (h) Nothing in this Article shall prohibit a member who has forfeited rights to recall from applying for vacancies (following such time as all eligible laid off members have been given a reasonable opportunity of recall) and being appointed in accordance with the provisions of Article 18.6 of the Collective Agreement.

21.7 Compensation

The following shall apply only to laid off members who have elected this process, or who are deemed to have elected this process, pursuant to paragraph (c) of Article 21.5:

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

"Week's Pay" means a laid off member's straight time hourly classified rate of pay, excluding all premium pay, times forty (40) normal weekly hours.

- (b) Laid off members shall be entitled to compensation of two (2) weeks' pay for between six (6) months and two (2) years of continuous service and one (1) additional week's pay for each continuous year of service thereafter, subject to a total maximum of eight (8) weeks' pay.

PROVIDED THAT, where a member is entitled to compensation for termination pursuant to another provision(s) of the Collective Agreement, the member shall receive the greater of that compensation or the compensation provided for herein but in no event shall the member receive both.

- (c) Members who elect or are deemed to have elected compensation pursuant to paragraph (c) of Article 21.5 shall be considered terminated on the effective date of layoff.

ARTICLE 22 PER DIEM

When a member is required to travel outside the boundaries of the area comprised of the Metro Vancouver Regional District, the City of Abbotsford, the District of Mission and the City of Chilliwack, the member will receive 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 the member is outside such boundaries and which are not otherwise paid by the Board, either directly or as part of the required fee for the activity being attended.

ARTICLE 23 POSTING OF CAREER OPPORTUNITIES

- (a) Notwithstanding the Board's right to freely transfer members within their rank, for the purpose of reminding members of potential career opportunities which may exist and to give members the opportunity to express an interest in them, the Board shall publish notices of potential positions as set out in paragraph (b).

- (b) Notices of potential positions shall be published for a minimum duration of eight (8) days. The notice shall designate a person to be contacted should a member wish to register interest.
- (c) In instances wherein a member is assigned to a position of a specified duration, and the member wishes to extend such limit, they shall submit a request to that effect in writing to the Chief Constable no later than six (6) months prior to the scheduled expiry of their assignment.

ARTICLE 24 PARITY WITH CITY OF VANCOUVER AND VANCOUVER POLICE UNION

The parties agree that they will continue to work towards comparable total compensation with the Collective Agreement between the Vancouver Police Board and Vancouver Police Union. Each party, however, reserves the right to negotiate terms and conditions of employment appropriate to the needs of the Force.

ARTICLE 25 NO DISCRIMINATION

The Board and the Association agree that there shall be no discrimination or coercion exercised or practiced with respect to any employee by reason of legal activity in the Association.

ARTICLE 26 SCHEDULES TO THE AGREEMENT

Schedules "A", "B", "C", "D", "E", and "F" are appended to and form part of this Collective Agreement.

Signed this ____ January 5, 2023 ____ in the Municipality of Delta in the Province of British Columbia.

IN WITNESS WHEREOF these presents have been executed by the parties hereto as of the day and year first written above.

THE DELTA POLICE BOARD

George Harvie
Chair –

Annette Garm
Vice Chair –

Annette Garm
HR Committee Chair –

Lara Victoria
HR Committee –

Karen Hossack
HR Committee –

THE DELTA POLICE ASSOCIATION

Mark Mckinnell
President –

Jason Boyce
Vice-President –

Emily Wawruck
Secretary –

Ian Koropchuk
Treasurer –

SCHEDULE "A"PART ADELTA POLICE BOARD
AND
DELTA POLICE ASSOCIATIONGeneral Wage Increases

The general wage increases are as follows:

- (a) Effective 2022 January 01, the First (1st) Class Constable rate in effect on 2021 December 31 (that is, \$8,994.00) shall be increased by zero point six percent (0.60%).
- (b) Without compounding the increase in (a), effective 2022 January 01, the First (1st) Class Constable rate in effect on 2021 December 31 (that is \$8,994.00) also shall be increased by three percent (3.00%) and the total of the increases in (a) and (b) shall be rounded to the nearest whole dollar (that is \$9,318.00). All other existing rank indices shall be maintained.
- (c) Effective 2023 January 01, the First (1st) Class Constable rate in effect on 2022 December 31 (that is \$9,318.00) shall be increased by three percent (3.00%) and be rounded to the nearest whole dollar (that is, to \$9,598.00). All other existing rank indices shall be maintained.
- (d) Effective 2024 January 01, the First (1st) Class Constable rate in effect on 2023 December 31 (that is, \$9,598.00) shall be increased by three percent (3.00%) and be rounded to the nearest whole dollar (that is, \$9,886.00). All other existing rank indices shall be maintained.
- (e) Monthly rates for the Commercial Vehicle Inspectors will be adjusted by the same percentages, in the same manner and on the same dates as described above for the First (1st) Class Constable.
- (f) Retroactive payments arising from (a), (b) and (e) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

SCHEDULE "A"MONTHLY SALARIES AND RATES

EFFECTIVE 2022 JANUARY 01 – 2024 DECEMBER 31

Key: A – 2022 January 01 – December 31
 B – 2023 January 01 – December 31
 C – 2024 January 01 – December 31

<u>RANK</u>		<u>INDEX</u> (%)		<u>MONTHLY</u> (\$)	<u>BI-WEEKLY</u> (\$)	<u>HOURLY</u> (\$)
Constable	- 5th Class	70	A	6523	3000.34	37.50
			B	6719	3090.50	38.63
			C	6920	3182.95	39.79
	- 4th Class	75	A	6989	3214.69	40.18
			B	7199	3311.28	41.39
			C	7415	3410.63	42.63
	- 3rd Class	80	A	7454	3428.57	42.86
			B	7678	3531.60	44.15
			C	7909	3637.86	45.47
	- 2nd Class	90	A	8386	3857.26	48.22
			B	8638	3973.17	49.66
			C	8897	4092.30	51.15
	- 1st Class	100	A	9318	4285.94	53.57
			B	9598	4414.73	55.18
			C	9886	4547.20	56.84
	- After 10 years & fulfilled require- ments for increment (See Note 5 in Part B)	105	A	9784	4500.29	56.25
			B	10078	4635.52	57.94
			C	10380	4774.43	59.68
- After 15 years & fulfilled require- ments for increment (See Note 5 in Part B)	110	A	10250	4714.63	58.93	
		B	10558	4856.30	60.70	
		C	10875	5002.11	62.53	

	- After 20 years & fulfilled requirements for increment (See Note 5 in Part B)	115	A	10716	4928.97	61.61
			B	11038	5077.08	63.46
			C	11369	5229.33	65.37
Sergeant		120	A	11182	5143.32	64.29
			B	11518	5297.87	66.22
			C	11863	5456.55	68.21
	- After 3 years at 120 and fulfilled requirements for increment (See Note 5 in Part B)	125	A	11648	5357.66	66.97
			B	11998	5518.65	68.98
			C	12358	5684.23	71.05
	- After 3 years at 125 and fulfilled requirements for increment (See Note 5 in Part B)	130	A	12113	5571.54	69.64
			B	12477	5738.97	71.74
			C	12852	5911.46	73.89
Staff Sergeant		135	A	12579	5785.89	72.32
			B	12957	5959.75	74.50
			C	13346	6138.68	76.73
	- After 1 year at 135 and fulfilled requirements for increment (See Note 5 in Part B)	140	A	13045	6000.23	75.00
			B	13437	6180.54	77.26
			C	13840	6365.90	79.57
Evidence Technician		105	A	9784	4500.29	56.25
			B	10078	4635.52	57.94
			C	10380	4774.43	59.68
	- After 10 years and fulfilled requirements for increment (see Note 5 in Part B)	110	A	10250	4714.63	58.93
			B	10558	4856.30	60.70
			C	10875	5002.11	62.53
	- After 15 years and fulfilled requirements for increment (see Note 5 in Part B)	115	A	10716	4928.97	61.61
			B	11038	5077.08	63.46
			C	11369	5229.33	65.37
	- After 20 years and fulfilled requirements for increments (see Note 5 in Part B)	120	A	11182	5143.32	64.29
			B	11518	5297.87	66.22
			C	11863	5456.55	68.21

FISS Sergeant	125	A	11648	5357.66	66.97
		B	11998	5518.65	68.98
		C	12358	5684.23	71.05
- After 3 years at 125 and fulfilled require- ments for increment (See Note 5 in Part B)	130	A	12113	5571.54	69.64
		B	12477	5738.97	71.74
		C	12852	5911.46	73.89
- After 3 years at 130 and fulfilled require- ments for increment (See Note 5 in Part B)	135	A	12579	5785.89	72.32
		B	12957	5959.75	74.50
		C	13346	6138.68	76.73

SCHEDULE "A"PART BNOTES:(1) Field Trainer

A member who is a qualified Field Trainer and is required to perform field training duties shall receive, in addition to regular pay, daily compensation in the amount of one-half (½) of the difference between the daily rate of a First (1st) Class Constable (rank index of one hundred percent (100%)) and the daily rate of a Sergeant one hundred twenty percent (120%) for the time worked as a Field Trainer. The Field Trainer allowance is as follows:

Key: A – 2022 January 01 – December 31
 B – 2023 January 01 – December 31
 C – 2024 January 01 – December 31

A	64.31 PER 12 HOUR DAY
B	66.24 PER 12 HOUR DAY
C	68.20 PER 12 HOUR DAY

The Field Trainer allowance is calculated as follows:

(120% hourly rate x daily hours) rounded to 2 decimals

less

(100% hourly rate x daily hours) rounded to 2 decimals

x 50%

(2) Dog Handler

A member who is required to perform in the capacity of a Dog Handler shall receive, in addition to regular pay, monthly compensation in the amount of four percent (4%) of the monthly rate for a First (1st) Class Constable. The Dog Handler allowance is as follows:

Key: A – 2022 January 01 – December 31
 B – 2023 January 01 – December 31
 C – 2024 January 01 – December 31

A	372.72 PER MONTH
B	383.92 PER MONTH
C	395.44 PER MONTH

(3) Shift Differential

A member who works between 1800 hours and 0600 hours on any day shall be paid a shift differential premium of one dollar and fifty cents (\$1.50) per hour for all time that the member is required to work during that period.

(4) Requirements for increments are as follows:

- (a) (i) Notwithstanding the provisions of Article 12.3(a) of the Collective Agreement, all members shall make available to the Board four (4) of their scheduled weekly leave days each calendar year for the purposes of training, to be compensated as described in (ii) below. Each such training day may be scheduled for a period of up to eight (8) hours. The Board will determine the type of training and the number of training days required, and the training days will be scheduled by the Board a minimum of thirty (30) calendar days in advance of the training.
 - (ii) Compensation for the first three (3) days of training shall be in the form of the revised process for accessing increments as defined in this Note 4, instead of compensation in the form of pay or time off in lieu of pay. Compensation for the next one (1) day of training on an employee's weekly leave scheduled in excess of the three (3) days mentioned above shall be in the form of pay at the rate of one times (1X) the member's regular hourly rate of pay for all hours of attendance at the course on the member's normal days off. Training scheduled in excess of the four (4) days referenced above shall be compensated in accordance with the appropriate provision in the Collective Agreement.
 - (iii) Scheduled training sessions are mandatory. In addition, employees must attend all training sessions for which they have been scheduled in order to maintain an existing increment level or to be eligible for a higher increment. Employees who do not attend all scheduled training in a calendar year shall revert to their previous rank index within their rank until all required training has been completed as scheduled by the Board.
 - (iv) Where an employee acted on a continuous basis for a period of at least one (1) year in the rank of Sergeant or Staff Sergeant immediately prior to becoming confirmed at that rank they will receive credit for the time spent continuously acting in the rank towards the time requirement for increments within that rank upon being confirmed.
- (b) It is understood that employees who do not meet the training requirements under (a) above in successive calendar years and who revert to their previous rank index within their rank, shall not incur a reduction in their rank index of more than five percent (5%) and shall not be paid at a rank index of less than one hundred percent (100%) of the First (1st) Class Constable rate of pay. Nothing in this Note 4 shall be interpreted as limiting the Chief Constable's or the Board's ability to discipline any employee of the Department.

- (c) The Board may elect to reschedule members working a schedule of five (5), eight (8) hour shifts or four (4), ten (10) hour shifts in order to accommodate the training days scheduled in accordance with (a) above. It is understood that this could result in a member's weekly leave being adjusted such that a member works a regular shift on what would otherwise have been weekly leave and attends training on what would have been a regularly scheduled shift.

(5) Reserve Constable Trainer

Where a member volunteers to train a Reserve Constable during all or a portion of their shift and completes a reserve evaluation form they shall receive a premium equal to four percent (4%) of their hourly rate for the hours spent during that shift training the Reserve Constable.

(6) Collision Analyst

A member who is assigned as the designated Collision Analyst shall receive, in addition to regular pay, monthly compensation in the amount of five percent (5%) of the monthly rate for a First (1st) Class Constable.

SCHEDULE "B"THE DELTA POLICE BOARD

and

THE DELTA POLICE ASSOCIATIONClothing Issue and Re-Issue

Every member upon commencement of employment and subject to the British Columbia Police Act shall receive an initial issue of clothing and equipment as follows:

Clothing	Quantity
Uniform Shirt - 1 long and 3 short sleeve	4
Uniform Tie	2
Uniform Pant - Cargo	3
Uniform Pant - Dress	2
Uniform Pant - Rain	1
Uniform Socks	4
Uniform Jacket	1
Uniform Belt, Liner & Keepers	1
Footwear - Dress	1
Footwear - Operational	1
Baseball Cap	1
Hat	1
Hat Cover	1
Toque	1
Gloves	1
I.D. Badge Number	1
Hat Badge Number	1
Badge Wallet	1
Dress Uniform - Pants, coat, belt, white gloves, lanyard & suspenders	1
Dress Uniform Hardware - Collar dogs, belt buckle & epaulets	1
Equipment	Quantity
Body Armour	1
External Vest Carrier	1
Pistol & Holster	1/1
Magazines, Holder & Ammunition	2/1/46
Handcuffs & Holder	1/1
Flashlight & Holder	1/1
Oleoresin Capsicum Spray & Holder	1/1

Equipment	Quantity
Baton & Holder	1
Portable Radio Holder	1
Portable Radio Earpiece	1
Note Book and Cover	1/1
Charter/Caution Card	1
Ticket Holder	1
Provincial Fine Booklet	1
Report Holder	1
Digital Recorder	1
Air Purifying Respirator	1
Safety Goggles	1
Flood Tag	1
Patrol Bag	1
Back Door Key	1
Laundry Bag	1

as well as any other clothing and equipment that shall be needed, at the discretion of the Chief Constable. The last issue of clothing and all equipment issued shall remain the property of the Board. The style, character make and model of the uniform and equipment shall be at the discretion of the Board and conform to regulations of the B.C. Police Act. All clothing and equipment will be re-issued on an 'as required' basis at the Chief Constable's discretion. A refusal of issue may be appealed through regular grievance procedure as outlined in Article 19 of this Agreement. The Dress Uniform may be re-issued or altered if required by a member at the discretion of the Chief Constable.

All orders shall be placed by December 30 of the year prior to issue.

Any articles, either clothing or equipment, soiled or damaged in the course of duty, other than through normal wear, shall be cleaned or repaired, or if too badly damaged, renewed upon the recommendation of the Chief Constable, the expense to be borne by the Board.

Any personal equipment or clothing essential to the course of duty which is soiled or damaged in the course of duty, other than through normal wear, shall be cleaned or repaired, or if too badly damaged, renewed upon the recommendation of the Chief Constable, the expense to be borne by the Board.

NOTE: "Personal equipment or clothing essential to the course of duty" but not part of the normal Board issue must be recorded and approved by the Chief Constable prior to any claim for loss and/or damage, in order to be eligible for claim.

SCHEDULE "C"

Pursuant to Article 18.2(a)(ii) the hours of work for members assigned to positions identified below shall be as indicated:

Administration Bureau

Staff Sergeant	eight (8) hours
Sergeant	ten (10) hours
Constable	ten (10) hours

Investigations Bureau

Staff Sergeant	eight (8) hours
Sergeant	ten (10) hours
Constable	ten (10) hours

Community Policing Bureau / Community Support Section

Staff Sergeant	eight (8) hours
Sergeant	ten (10) hours
Constable	ten (10) hours

Community Policing Bureau / Patrol Section

Staff Sergeant	twelve (12) hours
Sergeant	twelve (12) hours
Constable	twelve (12) hours

Community Policing Bureau / Patrol Section / E Platoon

Staff Sergeant	eight (8) hours
Sergeant	ten (10) hours
Constable	ten (10) hours

SCHEDULE "D"LETTER OF UNDERSTANDING – JOB SHARING

between the

DELTA POLICE BOARD

(hereinafter called "the Employer")

and the

DELTA POLICE ASSOCIATION

(hereinafter called "the Association")

The Employer and the Association agree that where a member wishes to share the member's 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 temporary and relatively short duration (for a minimum of one (1) year) accommodation for employees with particular difficulties associated with such things as maternity leave, child care, family complications, health problems, and 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 the member's 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 to the Inspector in charge of the approved area in which the job sharing is being requested. A listing of approved areas in which job sharing arrangements may occur is attached hereto as Appendix I. 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. A copy of the request shall be forwarded to the Chief Constable and the Association.

SCHEDULE "D"Letter of Understanding – Job Sharing (cont'd)

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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 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 maximum period of one (1) year unless extended 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 member(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 the member's 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. Employee Status and Working Conditions

1. A member in a job sharing arrangement shall continue to maintain the member's original employee 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, employee benefit entitlement and premium payments for members in job sharing arrangements are as follows:

SCHEDULE "D"Letter of Understanding – Job Sharing (cont'd)

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- (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 Medical, Extended Health, Dental, and Group Life, shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours 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) Supplementary Vacation

Supplementary vacation shall not be prorated as a result of a member participating in a job sharing arrangement.
 - (c) 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.

SCHEDULE "D"Letter of Understanding – Job Sharing (cont'd)

Page 4

(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 year end or at the expiry of the job sharing arrangement, whichever is earlier.

(d) Medical Services Plan, Dental, Extended Health, and Group Life

The member shall pay a prorated share of the premiums for the above-noted benefits based on the proportion of the member's scheduled hours of work compared to the full-time hours 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.

(e) 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.

(f) Municipal Pension Plan

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

(g) Bereavement Leave

The provisions of Subsection 15.6 of the Collective Agreement (Bereavement 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.

(h) 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.

SCHEDULE "D"Letter of Understanding – Job Sharing (cont'd)

Page 5

V. Application of Article 10 (Special Allowances)

Article 10 of the Collective Agreement shall apply to members participating in a job sharing arrangement, EXCEPT THAT Subsections 10.1 (Service Pay) and 10.2 (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 Articles 11 (Overtime) and 14 (Overtime Pay Option)

Articles 11 and 14 of the Collective Agreement shall apply to members participating in a job sharing arrangement EXCEPT THAT,

- (i) 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 11.1 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), ten (10), or twelve (12) consecutive hours, as the case may be, 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
- (ii) Article 14 shall be varied in its application to members participating in a job sharing arrangement to the extent that "60 hours" shall be substituted for "120 hours" wherever the latter appears in the Article.

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.

SCHEDULE "D"

Letter of Understanding – Job Sharing (cont'd)

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APPENDIX I

The following represent approved areas/squads in which job sharing arrangements may occur, subject to the terms and conditions of the Letter of Understanding between the Employer and the Association dated 1995 November 15:

All areas of the Department subject to applications being considered on a case by case basis.

SCHEDULE "E"

LETTER OF UNDERSTANDING

between the

DELTA POLICE BOARD
(hereafter "the Employer")

and the

DELTA POLICE ASSOCIATION
(hereafter "the Association")

RE: COMMERCIAL VEHICLE INSPECTORS

The purpose of this Letter of Understanding is to set out the terms and conditions for employees employed as "Commercial Vehicle Inspectors" by the Employer.

1. The Commercial Vehicle Inspectors will work as part of the Commercial Vehicle Inspection Program along with Police members for the specific purpose of monitoring commercial vehicles within the municipality of Delta. The primary responsibility of this program is to enforce various Acts, including but not limited to the following, to ensure public safety and protection:
 - Motor Vehicle Act and Regulations
 - Commercial Transport Act and Regulations
 - Dangerous Goods Act and Regulations
 - Motor Fuel Tax Act and Regulations
 - Passenger Transportation Act and Regulations
 - Relevant Municipal Bylaws
2. The hours of work for Commercial Vehicle Inspectors shall be ten (10) hours per day in accordance with the Collective Agreement between the Employer and the Association. Employees will work four (4) ten (10) hour shifts each week with three (3) days off.
3. The rate of pay for Commercial Vehicle Inspectors will be:

SCHEDULE "E"Letter of Understanding – Commercial Vehicle Inspectors (cont'd)

A = 2022 January 01

B = 2023 January 01

C = 2024 January 01

		<u>Monthly</u>	<u>Biweekly</u>	<u>Hourly</u>
Step 1	A	6792	3124	39.05
	B	6996	3218	40.23
	C	7206	3315	41.44
Step 2	A	7069	3251	40.64
	B	7281	3349	41.86
	C	7499	3449	43.11
Step 3	A	7370	3390	42.38
	B	7591	3492	43.65
	C	7819	3596	44.95

4. These employees will be Special Municipal Constables as defined under the Police Act and will be subject to all the terms and conditions of the Collective Agreement with the following exceptions:

- Article 10.2 – Clothing Issues and Allowance and Schedule "B" – Commercial Vehicle Inspectors are not entitled to the clothing issue contained in the Collective Agreement and shall instead be entitled to have the following uniform items provided by the Employer and replaced as required:
 - one (1) pair steel toed boots
 - one (1) tie
 - one (1) pair leather gloves
 - four (4) shirts
 - four (4) pairs pants
 - one (1) jacket
 - one (1) belt
 - four (4) pairs socks
 - one (1) small flashlight
 - one (1) badge of office and identification card
 - one (1) pair winter weight yellow coveralls
 - one (1) pair summer weight yellow coveralls
 - one (1) yellow traffic rain jacket
 - sixteen (16) shoulder patches
 - one (1) pair handcuffs with a key (upon completion of training)
 - one (1) baton (upon completion of training)
 - one (1) pepper mace and holder (upon completion of training)
 - one (1) body vest

SCHEDULE "E"Letter of Understanding – Commercial Vehicle Inspectors (cont'd)

Page 3

- Article 16.3 (b) – Commercial Vehicle Inspectors are not required to retire at age sixty (60).
 - Article 18.2 – Work Week – Commercial Vehicle Inspectors shall work a ten (10) hour day, forty (40) hour week and as such are not entitled to accrue float time under Article 18.2(b).
 - Article 18.4 – Probation – Commercial Vehicle Inspectors will be on probation for twelve (12) months and will be assessed in accordance with Article 18.4 during that probationary period; however, they are not entitled to the provisions of 18.4.
 - Article 18.5 – Increments – Eligibility for advancement from one step (increment) to the next is subject to service satisfactory to the Employer, for a total of twelve (12) calendar months per step.
 - Article 23 – Posting of Career Opportunities – Commercial Vehicle Inspectors are not eligible to transfer between ranks; however, should the Employer be recruiting Constables they shall be entitled to apply for a Constable position and will be considered to fill a Constable vacancy according to the normal application process of the Employer. Where a member wishes to transfer into a vacant Commercial Vehicle Inspector position, the member shall be entitled to express their interest under Article 23 of the Collective Agreement and be considered for appointment to such position based on their skills, knowledge and ability.
5. Any new Commercial Vehicle Inspector may, at the discretion of the Employer, receive recognition for some or all previous employment with another employer where they were performing substantially similar work. Such recognition of service shall be for determination of vacation entitlement and increment eligibility purposes only.
6. Any Commercial Vehicle Inspector who is required by the Employer to perform field training duties shall receive a ten percent (10%) premium for the hours spent performing field training duties.

This Letter of Understanding will remain in effect until either party serves sixty (60) days' written notice to cancel it. In the event either party serves written notice to cancel this Letter at the conclusion of the sixty (60) day notice period those employees employed in the Commercial Vehicle Inspector classification shall be laid off in accordance with the provisions of the Collective Agreement in effect at that time.

SCHEDULE "F"RESIDUAL ITEMS1. Schedule "C" – Hours of Work and Article 15.1 – Annual Vacation

- (a) The Board and the Association agree that all employees other than Commercial Vehicle Inspectors who are employed by the Board on 2011 October 03, regardless of their work week on that date ("grandparented employees"), shall be entitled to annual vacation in lieu of the float time earned under the 2007 – 2010 Collective Agreement for any calendar year in which they work in a position defined as working an eight (8) or ten (10) hour day in Schedule "C". These grandparented employees will receive an additional vacation entitlement for each year they work in these positions equal to eighty (80) hours for employees working an eight (8) hour shift or sixty-five (65) hours for employees working a ten (10) hour shift. The additional vacation entitlement will be prorated for employees who do not work a full year on an eight (8) or ten (10) hour shift based on the proportion of the year where they do work such shift. This transition paragraph shall have no application to employees hired after 2011 October 03 and they shall be covered by the provisions of the Collective Agreement.
- (b) Employees who are in their twentieth (20th) to twenty-second (22nd) calendar year of service on 2011 October 03 will be covered by Article 15.1(g) of the 2007 – 2010 Collective Agreement until they reach their twenty-third (23rd) calendar year of service.

SCHEDULE "G"

LETTER OF UNDERSTANDING

between the

DELTA POLICE BOARD
(hereinafter called "the Board")

and the

DELTA POLICE ASSOCIATION
(hereinafter called "the Association")

(collectively, "the Parties")

RE: COMMUNITY SAFETY OFFICERS

(SPECIAL MUNICIPAL CONSTABLES)

Effective 2022 May 30:

1. Where conflict exists between the terms of this Letter of Understanding and the Collective Agreement, the terms of this Letter of Understanding shall apply.
2. The implementation of this Letter of Understanding will not reduce the number of regular members (authorized strength) of the Delta Police Department as of the effective date of this Letter of Understanding.

General Provisions

1. The following provisions of the collective agreement shall apply to CSO's:
 - Article 1 – Term of Agreement;
 - Article 2 – Definitions;
 - Article 3 – Association Dues;
 - Article 4 – Management Rights;
 - Article 5 – Compliance with Administrative Regulations;
 - Article 10.2(d)(e) – Cleaning Services- Uniform;
 - Article 11.1, 11.2, 11.3 – Overtime;
 - Article 14 – Overtime Pay Option;

- Article 15.1-15.6 – Annual Vacation and Statutory (Public) Holidays (Regular Full Time only);
 - Article 16.2, 16.7 – Benefits (Regular Full Time only);
 - Article 16.3 – Pension (subject to eligibility);
 - Article 16.8, 16.11 – Indemnification of Members;
 - Article 19 – Grievance and Arbitration Procedure;
 - Article 20 – Access to Personnel Records; and
 - Article 25 – No Discrimination.
2. A Regular Full Time Employee under this Letter of Agreement is an employee who is regularly scheduled to work forty (40) hours per week. An Auxiliary Employee under this Letter of Agreement is any other employee.
 3. A maximum of the full time equivalent of eight (8) Special Municipal Constables (CSO) may be employed by the Board unless otherwise agreed by the parties. This could encompass any combination of Regular Full Time employees and Auxiliary employees.
 4. A Regular Full Time employee hired as a CSO is subject to a six (6) month probationary period to assess suitability and continued employment.
 5. There shall be no layoff of regular members until all CSO's hired under this Letter of Agreement are no longer in the employ of the Board.

Hours of Work

6. The hours of work of CSO's shall be established by the Board. CSO's may be scheduled to work up to ten (10) hours per day and up to forty (40) hours per week at their regular rate of pay.

Wages

7. The hourly rate of pay applicable to CSOs employees set out in this Letter of Understanding, from the date of hire by the Board, shall be as follows:
 - Step 1 – 45% of a First Class Constable rate of pay
 - Step 2 – 50% of a First Class Constable rate of pay
 - Step 3 – 55% of a First Class Constable rate of pay
8. A member employed as a CSO shall move from Step 1 to Step 2 of the pay structure after completing two thousand and eighty (2080) hours worked and from Step 2 to Step 3 after completing a further two thousand and eighty (2080) hours worked.

9. Auxiliary CSO's will receive twelve percent (12%) of their regular salary in lieu of all benefits and leave provisions, including but not limited to vacation entitlements, statutory holiday pay, health and welfare entitlements, pension, and sick leave.

Sick Leave

10. Regular Full Time CSO employees will be entitled to up to ten (10) working days of sick leave per calendar year for the term of this LOU.

Duties and Responsibilities

11. Without prejudice to the position of either party regarding the ability of the Board to create positions and assign duties, for the purposes of this Letter of Understanding, CSO's shall not perform any duties of a criminal investigative nature beyond those identified herein. A CSO may be assigned by the Board to perform the following duties and functions:
 - (a) Document Services – service of subpoenas;
 - (b) Administration and Projects assigned by Staff Sergeants;
 - (c) E Bike Community Patrol – Visible Presence in Community;
 - (d) Assist PIRs at Front desk with equipment / exhibits at the front desk, excluding anything of a criminal investigative nature (i.e. may create calls for service, take and enter the information required to create calls for service, but shall not collect evidence or complete criminal investigative functions);
 - (e) Assist regular sworn members assigned to DCPO Offices or on the TFN Lands with community relations and administration;
 - (f) Property Transfer – as directed by "regular" sworn police constables to pick-up and transfer property being seized by members for the purpose of delivering said property and lodging as an exhibit (such as video evidence and recovered stolen property);
 - (g) Reports – utilize PRIME as directed by a supervisor and/or as required to perform approved tasks of a SMC. An SMC may enter information and complete statements required to support these roles;
 - (h) Special Events – CSO may be assigned to non-policing roles such as issuing equipment, logistical support, and transportation of equipment and personnel, including limited traffic and crowd control subject to their training and risk;
 - (i) Scene Security – CSO may assist a regular sworn member for scene security duty;

(j) The parties agree to discuss expansion of these duties throughout the term of the LOU.

Term of the LOU

12. This Letter of Understanding shall be in full force during the term of the current Collective Agreement, and thereafter during the period of bona fide collective bargaining between the parties for a renewal of the current Collective Agreement, notwithstanding that negotiations may extend beyond the expiry date of the Collective Agreement. The parties agree to incorporate this Letter of Understanding into the body of the Collective Agreement as part of the renewal of the current Collective Agreement.

DATED ___6th___ day of _____ May _____, 2022 in the City of Delta.

SIGNED ON BEHALF OF THE BOARD:

SIGNED ON BEHALF OF THE ASSOCIATION:

"Neil Dubord"
Signature

"Mark McKinnell"
Signature

9th May 2022
Date

6th May 2022
Date

SCHEDULE "H"LETTER OF UNDERSTANDING

between the

DELTA POLICE BOARD(hereinafter called "the Board")

and the

DELTA POLICE ASSOCIATION(hereinafter called "the Association")

(collectively, "the Parties")

EXTENDED HEALTH CARE PLAN

Effective July 1, 2022, the Board and the Association agree to amend Article 16.2(b)(i) to read as follows:

"(b) Extended Health Care Plan

All members shall be entitled to coverage under the Extended Health Plan as follows:

Benefit Provision	Extended Health Care Plan
Deductible	\$125 per individual or family (not applicable to vision coverage)
Reimbursement	80% coverage for the first \$1,000 and 100% coverage thereafter
Lifetime Limit	Unlimited per lifetime
Termination	End of the month the employee retires, or the date of termination
Waiting period	First day of the month following date of hire
Prescription Drugs	

Prescriptions	Eligible prescriptions coverage with mandatory generic drugs; pay direct card provided
Fertility Drugs and Treatment	\$20,000 lifetime maximum
Sexual Dysfunction Drugs	Eligible prescriptions
Medical Services and Supplies	
Out-of-province and Out-of-country emergency medical coverage	100% of out-of-province and out-of-country medical travel insurance with certain plan limitations
Ambulance	Covered
Hospital	Private or semi-private
Hearing Aids	\$700 per person per 5 calendar years, employees and dependents, includes repairs
Orthopedic shoes	\$400 per person per calendar year combined with Orthotics
Orthotics	\$400 per person per calendar year combined with Orthopedic shoes
Insulin Pumps and Supplies, including Continuous Glucose Monitors	Reasonable and Customary
Medical Equipment	Subject to certain plan restrictions
Vision Care	
Prescription glasses, safety glasses, or contact lenses	Maximum of \$500 per 2 calendar years
Eye exams	Up to \$100 per 2 calendar years
Laser eye surgery	\$2,000 per employee per lifetime No additional dependent coverage
Paramedical Services	
Physiotherapist	Unlimited
Podiatrist / chiropodist	Unlimited
Occupational therapist	Unlimited
Acupuncturist, chiropractor, massage therapist, and naturopath	\$5,000 per person per calendar year combined (no doctor referral required)

Speech therapist	\$1,000 per person per calendar year
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The Board reserves the right to modify the benefits in the Plan in the event the carrier modifies the Plan or the coverage is no longer available from the carrier.”

This Letter of Understanding shall be in full force during the term of the current Collective Agreement, and thereafter during the period of bona fide collective bargaining between the parties for a renewal of the current Collective Agreement, notwithstanding that negotiations may extend beyond the expiry date of the Collective Agreement.

DATED __6th__ day of _____ May _____, 2022 in the City of Delta.

SIGNED ON BEHALF OF THE BOARD:

“Neil Dubord”

Signature

6th May 2022

Date

SIGNED ON BEHALF OF THE ASSOCIATION:

“Mark McKinnell”

Signature

6th May 2022

Date