

2022-2024

COLLECTIVE AGREEMENT

Between

THE SURREY POLICE BOARD

And

THE SURREY POLICE UNION

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THIS COLLECTIVE AGREEMENT ("the Agreement")

BETWEEN:

**THE SURREY POLICE BOARD**

(hereinafter called the "Employer")

AND:

**THE SURREY POLICE UNION**

(hereinafter called the "Union")

**PREAMBLE**

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

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

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

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

Article 1. TERM OF AGREEMENT

This Agreement is effective from the date of ratification until December 31, 2024, and remains in full force and effect from year to year thereafter unless either Party gives the other Party written notice of its desire to terminate or amend this Agreement pursuant to the *Code*.

The Employer and the Union agree that subsections 50(2) and 50(3) of the *Code* do not apply to this Agreement.

Article 2. DEFINITIONS

The following definitions apply to this Agreement:

"Calendar Days' Notice" includes the day the notice is given and the day the notice is effective.

For example, a notice of a shift change given anytime on a Monday to be effective at any time on the following Wednesday would be three (3) calendar days' notice.

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

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

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

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

"Parties" means the Employer and the Union.

"Service" means the Surrey Police Service.

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

Article 3. UNION SECURITY

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

place notices in an Employee's workplace. In consultation with the Union, the Employer provides locations for the Union's bulletin boards in each workplace.

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

#### Article 4. ABSENCE FROM DUTY OF UNION OFFICIALS

At the discretion of the Chief Constable, a Union Official or Employee acting on behalf of the Union Executive may be granted leave of absence with pay to attend a convention, meeting, or training on behalf of the Union.

#### Article 5. MANAGEMENT RIGHTS

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

#### Article 6. INDEMNIFICATION

##### 6.01 Definitions and review

- (a) For the purposes of this Article, "necessary and reasonable legal costs" are based upon the account rendered by the legal counsel retained in the matter, provided that the hourly rate for a lawyer does not exceed three hundred and fifty dollars (\$350) per hour and the hourly rate for an articulated student does not exceed one hundred and twenty dollars (\$120) per hour.
- (b) For the purposes of this Article, acts or omissions that represent "good faith" do not include willful neglect, gross negligence, gross dereliction of duty, deliberate abuse of power, willful violation of statutes, a lawful order or policy, or circumstances where the Employee intended to advance the Employee's personal interests contrary to or not in alignment with the duties, expectations and responsibilities as a police officer.
- (c) The Employer may review the account of the legal counsel as a "person who has agreed to indemnify" the Employee, pursuant to the *Legal Profession Act, S.B.C. 1998, c. 9*. The Employer is not responsible for otherwise indemnified costs under this Article where privilege is claimed over the itemized invoice.



## 6.02 Indemnification: civil litigation

- (a) Consistent with the *Police Act*, R.S.B.C. 1996, c. 367, section 20(3) and the *Surrey Officer and Indemnification By-law, 2006*, No. 15912, section 7.1A, as that Act and By-law existed on the date of approval of this Collective Agreement, if an Employee is a named defendant or third party in a civil action or claim (the "action or claim") for damages arising from acts done in the performance, or attempted performance, in good faith of the Employee's duties as a police officer, the Employee will be represented by legal counsel appointed by the City and all necessary and reasonable legal costs, settlements, awards, damages and penalties awarded against the Employee shall be paid by the City, provided that,

The City's obligations are conditional upon the Employee cooperating fully in the defence of the action or claim; and that,

Legal counsel appointed by the City is given full authority in the conduct of the action or claim, including authority to settle the action or claim at any time in the manner the legal counsel deems advisable in the circumstances.

- (b) The City's obligations in Article 6.02(a) are conditional upon the Employee cooperating fully in defence of the action or claim, and the City's legal counsel is given full authority in the conduct of the action or claim, including the authority to settle the action or claim at any time in the manner the legal counsel deems advisable in the circumstances.
- (c) If legal counsel appointed by the City determines that a conflict exists between the Employee's defence of an action or claim and the City's defence of an action or claim, then the Employee may be represented by their own legal counsel with necessary and reasonable legal costs and all damages awarded against the Employee to be paid by the City.

## 6.03 Indemnification: charges under Federal and Provincial laws and regulations

- (a) Pursuant to the *Police Act*, section 22(1), the Employer indemnifies for necessary and reasonable legal costs an Employee who is charged with an offence under Federal and Provincial laws and regulations, arising from the performance, or attempted performance, in good faith, of the Employee's duties as a police officer, but not including traffic offences under the *Motor Vehicle Act*, R.S.B.C. 1996, c. 318, for which the maximum fine is five hundred dollars (\$500) or the maximum demerit points is three (3). Despite the foregoing, where an Employee faces disciplinary process under the *Police Act* as well as proceedings under the *Motor Vehicle Act* arising out of the same allegation, indemnification applies to proceedings under the *Police Act* even when the maximum fine is five hundred dollars (\$500) or the maximum demerit points is three (3).

- (b) The Employer indemnifies an Employee for necessary and reasonable costs for up to a two (2) hour consultation by the Employee with a lawyer to determine whether or not the Employee should make a statement, and if so, in what form, if the Employee:
  - (i) learns that an allegation has been made that the Employee has committed misconduct in the performance of their duties as a police officer;
  - (ii) reasonably believes that the allegation may result in the initiation against the Employee of proceedings under the *Criminal Code*, R.S.C. 1985, c. C-46 or *Motor Vehicle Act*; and
  - (iii) has been asked by the Employer or a person in authority to make a statement to anyone about the facts connected with the allegation.
- (c) No prior arrangement for indemnification needs to be made by the Employee with the Employer before obtaining the legal advice if fees for only up to two (2) hours of services are claimed.
- (d) If the Employee considers the allegation to be complex or serious and requires more than two (2) hours of legal assistance, the Employee may, before consulting the lawyer, seek the Employer's agreement to indemnify them for the cost of more than two (2) hours of service by the lawyer. The Employer will not unreasonably refuse to indemnify the Employee for the cost of these reasonable and necessary services.
- (e) If it is proven that the Employee did not act in good faith in the performance of their duties as a police officer, the Employee is responsible for the reimbursement of the Employer for the amount properly paid by it pursuant to this Article. The Employee may be required to enter into a written agreement to reimburse the Employer for the amount properly paid pursuant to this part if the Employee is later found to have not acted in good faith.

#### 6.04 Indemnification: *Police Act* and other proceedings

- (a) *Police Act*:
  - (i) An Employee who is a named respondent in any proceeding held pursuant to the *Police Act*, R.S.B.C. 1996, c. 367, including investigations by the Independent Investigations Office of British Columbia (IIO-BC), arising from acts done in the performance, or attempted performance, in good faith, of the Employee's duties as a police officer shall be indemnified by the Employer for the necessary and reasonable legal costs incurred in representing the Employee.
  - (ii) The Employer will have no obligation to indemnify an Employee under Article 6.04(a) if the Employee is found to have committed misconduct, and disciplinary or corrective measures include a suspension without pay of three (3) days or more, demotion, or dismissal.

- (iii) An Employee who appeals under the *Police Act*, section 154, the decision of an adjudicator at a public hearing arising from acts done in the performance, or attempted performance, in good faith, of the Employee's duties as a police officer, will be indemnified by the Employer for the necessary and reasonable legal costs incurred in representing the Employee in the appeal only where the appeal is successful.
- (b) *Judicial reviews*: an Employee who applies for judicial review in the Supreme Court of British Columbia arising from acts done in the performance, or attempted performance, in good faith, of their duties as a police officer will be indemnified by the Employer for the necessary and reasonable legal costs incurred in representing them in the judicial review, but only where the Employee's application for judicial review is successful.
- (c) *Inquests*: an Employee whose actions appear to have been a material contributing cause of the death of another person arising out of the performance, or attempted performance, in good faith, of the Employee's duties will be indemnified by the Employer for the necessary and reasonable legal costs to represent them at an inquest or inquiry held pursuant to Federal or Provincial laws and regulations.
- (d) *Royal Commissions and other proceedings*: where an Employee requests legal representation in a Royal Commission or proceedings not otherwise referred to in this Article, they may request the Employer recommend that the City indemnify them for all or a portion of necessary and reasonable legal costs prior to the commencement of the proceedings. Upon receiving such a request, the Employer will provide the Employee an opportunity to appear before it for the purpose of attempting to persuade it that such a recommendation is appropriate. The Employer, having provided the Employee such an opportunity may, in its unqualified discretion, recommend to the City that the request be granted, or that it be granted subject to conditions, or the Employer may deny such request. It is understood that the City may accept, modify, or reject the recommendation of the Employer.

#### 6.05 General provisions

- (a) Despite the other provisions of this Article, an Employee will not be indemnified for:
  - (i) punitive damages;
  - (ii) legal costs arising from grievances under this Agreement, unless ordered by an arbitrator;
  - (iii) proceedings or processes arising from investigations under the *Police Act*, Part 11, except where otherwise allowed in this Article where the Employee is a witness, but not a subject officer; or

- (iv) acts or omissions that do not represent good faith as defined in Article 6.01(b).
- (b) Despite the other provisions of this Article, where two (2) or more Employees are charged with an offence or made the subject of a claim, inquiry, public hearing, inquest, or Royal Commission, described in this Article, arising out of substantially the same circumstances, the Employer may limit its indemnification pursuant to this Article to the reasonable legal costs of one (1) legal counsel to represent the interests of both/all of them, including representation at any appeal, unless the legal counsel believes that it would be improper for such legal counsel to represent both or all of them. If one (1) legal counsel is to be retained and the Employees are unable to agree on the choice of legal counsel, the matter will be conclusively settled by the Parties.
- (c) No notice is required from Employees seeking indemnification for a two (2) hour consultation under Article 6.03(b). Employees who intend to apply for all other indemnification under this Article will notify the Chief Constable, in writing, within thirty (30) days of receiving formal notification of the issue giving rise to the need for indemnification. Failure to comply with this time notification requirement may result in an Employee being denied indemnification.
- (d) Nothing in this Article shall be interpreted as limiting the Chief Constable's or the Employer's ability to discipline an Employee.
- (e) This indemnification continues after the Employee's employment with the Service ends for all matters related to the Employee's employment with the Service.

Article 7. REIMBURSEMENT AFTER UNPAID SUSPENSION

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

Article 8. WORKING CONDITIONS

8.01 Work Week

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

## 8.02 Shift Schedule

### (a) 10-Hour Shift Schedule

The hours of work are four (4) consecutive ten (10)-hour shifts. The Employer and the Union may enter into a Letter(s) of Understanding with respect to non-standard shifting.

### (b) Patrol Shift Schedules

The work of the joint committee in Schedule "F" once agreed to by the Parties, will form part of the Agreement.

Patrol Employees coming on shift report fifteen (15) minutes prior to the commencement of shift to permit an orderly handover of duties. The intent is to ensure Employees respond to calls for service at the beginning of their scheduled shifts and does not include any briefing time.

### (c) Breaks

Employees who work a regular shift of more than ten (10) hours are entitled to two (2) thirty (30) minute paid meal breaks and two (2) fifteen (15) minute paid rest breaks each shift.

Employees who work a regular shift of ten (10) hours or less are entitled to one (1) paid forty-five (45) minute meal break and two (2) paid fifteen (15) minute rest breaks each shift.

Employees may combine their meal and rest breaks into an extended meal break. Employees may participate in wellness-related activities during their extended meal break when operations allow.

When working overtime, Employees are entitled to a paid thirty (30) minute meal break for every four (4) hours of overtime worked.

## 8.03 Changes in Shift

- (a) The hours of work for each Employee, including Court time, are published in an electronic schedule. The Employer will ensure that the electronic schedule is available for each Employee to view on and off duty.
- (b) The Employer may alter the electronic schedule by giving at least thirty (30) Calendar Days' Notice. After an Employee is released from duty after working an extended tour or callout, the Employer will ensure eight (8)-hours off duty between their next scheduled shift. This may result in a period where an Employee is paid for a portion of their scheduled shift without working.

- (c) If the Employer alters an Employee's hours of work within the electronic schedule without providing thirty (30) Calendar Days' Notice, the following compensation applies:
  - (i) time worked within the designation in the electronic schedule is paid at straight time rates; and
  - (ii) time worked outside the designation in the electronic schedule is compensated at overtime rates.
- (d) Changes to the electronic schedule are not intended to reduce Employee overtime opportunities.
- (e) Article 8.03(c) does not apply to disciplinary matters, workplace accommodations, voluntary training, serious and urgent personnel matters, excluding staffing issues, or a request from an Employee to transfer. The Union will be consulted in advance when an Employee is transferred without their consent.

#### 8.04 Emergencies

- (a) When, in the opinion of the Chief Constable, an emergency or situation of serious public concern exists, the Employer may advance or delay the published hours of any Employee for up to eight (8) hours without penalty provided that twenty-four (24) hours of prior notice is given. An Employee's shift schedule may only be adjusted to complete work tasks directly related to the emergency or situation of serious public concern.
- (b) In the event of a Declared State of Emergency or a Declared State of Local Emergency pursuant to the *Emergency Program Act*, R.S.B.C. 1996, c. 111, the Chief Constable may direct operations for so long as a State of Emergency or State of Local Emergency prevails without regard to any limitations imposed by any provision of this Agreement. All shift changes in response to the emergency are compensated in accordance with Article 8.03(c). Overtime rates do not apply if a work shift is advanced or delayed in accordance with Article 8.04(a).

#### 8.05 Shift Accommodation

If operationally feasible, the Employer will make efforts to place two (2) Employees on the shift of their choice if they are both Employees who are married to each other or are in a relationship for at least six (6) months.

#### 8.06 Deployment to Seconded Positions

The Employer and the Union recognize the mutual value to both Employees and the Employer of deploying Employees to seconded positions.

8.07 Wellness Rooms

The Employer will provide a gym, quiet room, and a multi-faith room in sufficient Service buildings to ensure Employees' access.

8.08 Parking

The Employer provides secure and free parking to Employees.

8.09 Voluntary Shift Exchange

- (a) Employees in the same Bureau may voluntarily exchange shifts if they possess the necessary knowledge, skills and abilities of the shift being exchanged, and work the same number of hours per shift. A voluntary shift exchange cannot add cost to the Employer at the time the shifts are exchanged.
- (b) A voluntary shift exchange must be approved by both Employees' immediate supervisors.

8.10 Officer Deployment

The Employer and the Union agree to jointly develop, implement, and follow policy for a minimum number of two (2) officer patrol cars, considering operational requirements.

8.11 Changes Affecting the Agreement

Reports or recommendations made to the Employer dealing with matters covered by this Agreement, including recommendations for changes in methods of operation that may affect wage rates, shifting, work loads or reduction of employment, will be communicated and provided to the Union before they are dealt with by the Employer, to afford the Union reasonable opportunity to consider them and make representation to the Employer concerning them.

Article 9. SENIORITY AND PROBATIONARY PERIOD

9.01 Seniority

- (a) Seniority is based solely on first date of employment with the Service and is determined by badge number. For Employees with the same first date of employment, seniority and badge number is determined based on rank (highest to lowest) then by Recognized Policing Service. In the case of a tie, seniority is based upon a random draw. The Employer maintains a seniority list accessible to all Employees for badge numbers assigned prior to September 7, 2021.

- (b) Any Employee who resigns for a period of less than one (1) year, and is subsequently reemployed, may return to the Union and have their seniority and rank upon resignation restored at the discretion of the Chief Constable. The Employer will not reduce any other Employee's rank as a result of the Employee's return.
- (c) No changes will be made to the seniority list without the consent of the Parties.

#### 9.02 Exempt Members

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

Exempt Members are Employees who receive Recognized Policing Service.

#### 9.03 Probationary Periods

- (a) A recruit to the Service is hired as a Fifth-Class Constable and is placed in a probationary capacity until successful completion of a twelve (12) month period after graduation from Block Three (3) from the Justice Institute of British Columbia.
- (b) The probationary period is for the purpose of determining an Employee's suitability for employment.
- (c) The Employer may extend an Employee's probationary period with approval from the Union. The Union will not unreasonably deny requests for extension.
- (d) An Employee's suitability for employment is decided based on factors such as:
  - (i) quality of work;
  - (ii) ability to work with others; and
  - (iii) ability to meet the operational and administrative standards set by the Employer.
- (e) If an Employee successfully completes the probationary period, seniority and Annual Leave benefits and other perquisites referable to length of service are back-dated to the first date of employment.
- (f) A Fifth-Class Constable may be promoted to a higher rank during the probationary period. Such a promotion does not affect the Employee's probationary status.
- (g) An Employee hired who receives Recognized Policing Service is subject to a probationary period of twelve (12) months from the date of hire. The Employer may extend an Employee's probationary period with approval from the Union. The Union will not unreasonably deny requests for extension.



Article 10. PROMOTION AND LATERAL TRANSFER

"While so Employed" ("WSE") is a temporary promotion to a higher rank that has an actual or anticipated duration over ninety (90) calendar days. This temporary promotion carries with it the benefits of the rank under this Agreement, including increment advancements if there is a continuous transition from the WSE rank into the substantive rank.

10.01 Promotion and Lateral Transfer

- (a) When the factors of skills, abilities, merit, and knowledge are equal, seniority is the determining factor for promotions and lateral transfers.
- (b) Promotions and transfers are conducted in accordance with established procedures as agreed upon by the Parties.
- (c) In consultation with the Union during the policing transition, the Employer will make efforts to provide opportunities for internal lateral transfers and promotions prior to posting externally.
- (d) This Article will not be interpreted as limiting the Chief Constable's ability to transfer Employees within their rank.

10.02 Tenure

The Employer and the Union agree to jointly develop, implement, and follow policy for tenure in positions outside Patrol.

10.03 Advancement to First Class Constable

- (a) Upon completion of thirty-four (34) weeks of active service following the date of acceptance as a Fifth-Class Constable, or upon successful completion of the required basic training, whichever is later, a Fifth-Class Constable receives an incremental increase to a pay level equal to that of Fourth-Class Constable. Where the reason for failure to complete the required basic training during the Fifth-Class Constable's first twelve (12) calendar months' service following the date of acceptance as a Fifth-Class Constable is beyond the control of the Employee, the Employer will grant the incremental increase to a pay level equal to that of Fourth-Class Constable with retroactive effect to the first anniversary of the Employee's date of acceptance as a Fifth-Class Constable.
- (b) After active service satisfactory to the Employer for a total of twelve (12) calendar months following the effective date of the incremental increase as set out in paragraph (a) above, an Employee who has attained the rank of Fourth-Class Constable is promoted to the rank and pay of Third-Class Constable.

- (c) After active service satisfactory to the Employer as a Third-Class Constable for twelve (12) calendar months, an Employee is promoted to the rank and pay of Second-Class Constable.
- (d) After active service satisfactory to the Employer as a Second-Class Constable for twelve (12) calendar months, an Employee is promoted to the rank and pay of First-Class Constable.

#### 10.04 Increment Pay

- (a) Employees holding the rank of First-Class Constable are eligible for the following increment pay:
  - (i) one hundred five percent (105%) of the First-Class Constable rate upon completing ten (10) years of Recognized Policing Service;
  - (ii) one hundred ten percent (110%) of the First-Class Constable rate upon completing fifteen (15) years of Recognized Policing Service; and
  - (iii) one hundred fifteen percent (115%) of the First-Class Constable rate upon completing twenty (20) years of Recognized Policing Service.
- (b) Employees holding the rank of Sergeant are eligible for the following increment pay:
  - (i) one hundred twenty-five percent (125%) increment of the First-Class Constable rate of pay upon completing three (3) years of Recognized Policing Service in the rank; and
  - (ii) one hundred thirty percent (130%) increment of the First-Class Constable rate of pay upon completing six (6) years of Recognized Policing Service in the rank.
- (c) Staff Sergeants completing one (1) year of Recognized Policing Service in the rank are eligible for one hundred forty percent (140%) increment of the First-Class Constable rate of pay.

### Article 11. REMUNERATION

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

#### 11.01 Acting Pay

- (a) An Employee who temporarily performs the duties of a rank higher than they normally hold is paid at the appropriate rate for the senior rank for each hour that they perform such duties.
- (b) If acting for ninety (90) consecutive days or longer, Employees are entitled to acting pay for all time worked and receive the same acting pay rate for all absences,

including Annual Leave, Statutory Leave, Sick Leave, and Workers Compensation leave.

- (c) The Employer and the Union agree to jointly develop, implement, and follow policy for the assignment of acting supervisory positions.
- (d) The Employer will endeavour to fill temporary vacancies with an acting or WSE supervisor.
- (e) Where an Employee is temporarily assigned to a position outside the scope of this Agreement, the Employee is paid at the minimum salary step of the senior position or a one (1) step pay increase, whichever is the greater. An Employee who is temporarily assigned to a position outside the Union continues to accrue seniority.

#### 11.02 Assignment Premiums

The Parties will negotiate premiums as the Employer introduces new positions in the organization.

#### 11.03 Field Trainer

An Employee who is required to perform field training duties receives, in addition to regular pay, compensation in the amount of seven and a half percent (7.5%) of a First-Class Constable salary for all hours worked. Field training duties include recruit field training, Exempt Member field training, and Employer-directed ride-a-longs.

### Article 12. SPECIAL ALLOWANCES

#### 12.01 Per Diems

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

#### 12.02 Uniform Issue and Re-Issue

- (a) The Employer and the Union agree to jointly develop, implement, and follow policy for issuing uniforms and equipment.

- (b) Any personal item damaged or lost in the performance of an Employee's duties will be replaced at the Employer's expense, if reasonable, upon approval of the Chief Constable.

#### 12.03 Plain Clothes Allowance

- (a) Every Employee who is authorized to wear plain clothes is paid a clothing allowance of a hundred dollars (\$100) per month. An Employee may request to have the twelve hundred dollars (\$1200) paid in a lump sum upon transfer to a designated, permanent, plain clothes position, in lieu of the monthly clothing allowance for a one (1) year period. If the Employee fails to complete twelve (12) months in the position, the Employer will not recover this allowance.
- (b) An Employee granted clothing allowance on temporary or intermittent basis is paid five dollars (\$5.00) for each day they work in plain clothes.

#### 12.04 Dry Cleaning

- (a) Employees engaged in uniform duties have their uniforms provided without charge. The Employer cleans, launders, tailors, repairs, and provides all similar services.
- (b) The Employer provides cleaning service to Employees eligible for the plain clothes allowance with the following maximums:
  - (i) one (1) shirt per working day;
  - (ii) two (2) pairs of pants per workweek;
  - (iii) one (1) sport jacket or suit jacket every two (2) workweeks; and
  - (iv) one (1) overcoat every month.
- (c) Employees not eligible for the plain clothes allowance are entitled to dry cleaning services for clothing used to attend Court or training.
- (d) Employees covered by this Article who are on leave for more than four (4) consecutive weeks are not entitled to dry cleaning except for clothing used to attend Court for the period of that absence.

#### 12.05 Shift Differential

- (a) An Employee who works between 1800 hours and 0600 hours is paid a shift differential of one dollar and forty cents (\$1.40) per hour for hours worked during this period.
- (b) Shift differentials are not paid on a callout or extended tour.

## 12.06 Training

- (a) The Employee maintains their normal workday(s) if a training course is less than five (5) days in duration. If the course is shorter than their scheduled shift, their normal pay is maintained. If the Employee is required to attend the course on their weekly leave, they receive one and one-half times (1.5X) their regular hourly rate of pay for all hours of attendance at the course.
- (b) If a training course is five (5) or more days in duration, the Employee works an eight (8) hour day and five (5) day week ensuring thirty-six (36) hours of weekly leave prior to and after the course. An Employee's normal pay is maintained regardless of hours worked. Additional training or course work beyond eight (8) hours in a day is compensated at the rate of one and one-half times (1.5X) the hourly rate for hours worked.
- (c) Any Employee who is authorized by the Employer to attend a course over five (5) weeks in duration at a location outside the Metro Vancouver Regional District is provided with one (1) return flight for each four (4) weeks of the course.
- (d) When travel is authorized for training outside of the Metro Vancouver Regional District, travel time is based on time from the Employee's residence or worksite, whichever is less, and is compensated at the rate of one and one-half times (1.5X) the Employee's hourly rate.

## 12.07 Education Fund

The Employer and the Union will jointly develop, implement, and follow policy for an Employer-funded education fund.

## Article 13. COURT TIME COMPENSATION

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

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

- (a) If Court is scheduled entirely during an Employee's regular shift, no additional compensation applies unless they work beyond their normal shift and incur overtime pay.
- (b) When an Employee is scheduled for Court on a working day, they are adjusted to the day shift(s) to ensure proper rest prior to and after the Court appearance with no

additional compensation. If required to work after the day shift, the Employee is paid at overtime rates.

If an Employee is rescheduled as a result of a pending Court appearance and is subsequently notified of a Court cancellation over forty-eight (48) hours from the appearance or interview, they may be moved back to their original shift with no additional compensation. If the cancellation is within forty-eight (48) hours of notice, the Employee may choose either to work the day shift or their original shift with no additional compensation.

- (c) When an Employee is required to attend Court on their scheduled days off, they are compensated for eight (8) hours when attending the morning session and six (6) hours when also required to attend the afternoon session. Employees receive eight (8) hours of compensation when only required to attend afternoon Court.
- (d) When an Employee is required to attend Court on Annual Leave or any other approved leave, they receive twenty (20) hours compensation per day.
- (e) Any former Employee or any Employee who is absent from duty on authorized unpaid leave of absence, including Maternity or Parental Leave, and attends Court as a result of their duties as a police officer is compensated equivalent to Article 13(c).  

The applicable rate of pay for a former Employee or any Employee who is absent on authorized unpaid leave, including maternity or Parental Leave, is that prevailing for the rank held by them at the date of the Employee's end of employment or commencement of unpaid leave. An Employee who receives an allowance under this Article may be required to return any witness fees received to the Employer.
- (f) Employees are not compensated for Court attendance while receiving wage loss benefits due to a Workers Compensation claim.
- (g) When an Employee is required to attend an interview before Court outside their regularly scheduled or adjusted day shift, they are entitled to one hour (1) compensation if the interview is scheduled thirty (30) minutes or less before the appearance and one-half (1.5) hours compensation if the interview is scheduled between thirty (30) minutes and one (1) hour before the appearance.
- (h) If an Employee receives notification that they are no longer required for Court within twenty-four (24) hours of the appearance or interview and they would have been entitled to any compensation, they receive four (4) hours compensation for the cancelled Court appearance.

If the Employee is on Annual Leave or any other approved leave during the appearance and receives notification that they are no longer required for Court within forty-eight (48) hours, they receive ten (10) hours compensation.

- (i) An Employee will be notified that they are no longer required for Court by work e-mail. If an Employee attends Court when not required because adequate notice in advance was not received by them, they receive compensation as if they attended Court.
- (j) When an Employee is required to attend Court outside the boundaries of the Metro Vancouver Regional District:
  - (i) no overtime provisions apply if an Employee attends Court or travels to Court during their regular scheduled shift;
  - (ii) if travelling on a scheduled day off, the Employee receives two times (2X) their hourly rate for all travel hours;
  - (iii) for Court attendance on scheduled days off, the Employee receives two times (2X) their hourly rate for a minimum of ten (10) hours for each scheduled weekly leave day involved; and
  - (iv) Employees are relieved duties for at least eight (8) hours prior to the commencement of travel.

**Article 14. OVERTIME PROVISIONS**

**14.01 Overtime**

- (a) When earning overtime compensation, the Employee has the option to receive overtime pay or take equivalent time off in lieu of pay.
- (b) An Employee may elect to convert hours in their overtime bank into a payment. Payment is made with the Employee's regular pay cheque.
- (c) If taken in pay, banked overtime is paid out at the same rate that it was earned. If taken in time off, banked overtime is paid at the Employee's rate of pay at the time it is taken.
- (d) Upon promotion to the rank of Sergeant or Staff Sergeant, the Employer will reduce an Employee's overtime leave bank to one hundred-twenty (120) hours by paying out any banked overtime in excess thereof.
- (e) On December 31 of each calendar year, the Employer will reduce an Employee's overtime leave bank to one hundred-twenty (120) hours by paying out any banked overtime in excess thereof.

**14.02 Extended Tour of Duty**

- (a) An "extended tour of duty" is when an Employee is required to work overtime immediately following completion of a shift.

- (b) Employees may claim one (1) hour of overtime if they work one-half (1/2) hour to one (1) hour past their regular shift. For the purposes of this Article only, time worked is inclusive of the fifteen (15) minutes proceeding shift start time that an Employee is required to report for duty.
- (c) Any time in excess of one (1) hour is an additional one (1) full hour of overtime.
- (d) Compensation is one and one-half times (1.5X) the Employee's regular hourly rate of pay for the first two (2) consecutive hours of an extended tour and two times (2X) their regular hourly rate of pay thereafter.
- (e) Where an Employee has worked a full regular shift and because of operational requirements is required to continue working until the start of their next shift, all hours beyond the initial shift are calculated at overtime rates.

#### 14.03 Callouts

- (a) A "callout" is when an Employee is required to return to work other than during their scheduled shift.
- (b) An Employee called out to work is paid two times (2X) their regular hourly rate for all hours worked. The minimum callout is three (3) hours at overtime rates. The minimum callout to work a special duty shift (for example, a Movie Callout, City Event or Festival, etc.) is four (4) hours at overtime rates.
  - (i) The three (3) hour minimum does not apply when an Employee is called out within three (3) hours of the start of a shift. Instead, the Employee is paid at two times (2X) their regular hourly rate until the start of the shift.
- (c) Employees assigned a callout are compensated three (3) hours pay if the callout is cancelled within twenty-four (24) hours from the scheduled start time of the callout.
- (d) Unless the callout is scheduled in advance, the callout begins when the Employer contacts an Employee to return to work. An off-duty Employee called back to work may work at their residence at the Employer's discretion.
- (e) If an Employee is called out when on leave, they are paid at a rate of two times (2X) their regular hourly rate for time worked, or a minimum of ten (10) hours at two times (2X) their regular hourly rate, whichever is the greater.
  - (i) leave includes an Employee's regular days off prior to and after the scheduled leave.
- (f) Leaves are presumed scheduled once selected in accordance with Article 17 or approved by a supervisor. The Employer agrees to make all reasonable efforts to ensure Employees are not called out during scheduled leaves.



#### 14.04 Phone Calls and Electronic Communications

- (a) If an off-duty Employee receives a duty related communication of more than ten (10) minutes that results in work, made or authorized by the Employer, the Employee is compensated at two times (2X) their regular hourly rate for time worked with a minimum payment of one (1) hour at two times (2X) their regular hourly rate.
- (b) If a duty related communication under this Article results in a work requirement over sixty (60) minutes for the Employee, it is treated as a callout.
- (c) Phone calls and electronic communications of an administrative nature shall not trigger this Article, unless the call is of a prolonged nature in response to a significant operational necessity. Where an Employee is on standby pursuant to Article 14.05, the Employee is not entitled to claim compensation under Article 14.04, unless the call (or calls) meet the criteria for a callout and is/are for a duration (or cumulative effective) of longer than thirty (30) minutes.

#### 14.05 Standby

- (a) Employees who are required by their supervisor to monitor or utilize their electronic device outside of their regularly scheduled hours of work are deemed to be on Operational Readiness or Operational Availability as follows:
  - (i) Operational Readiness if an immediate operational policing response is required; or
  - (ii) Operational Availability when an operational policing response is required within a reasonable timeframe.
- (b) Employees are compensated at one (1) hour at their straight time rate for each four (4)-hour period they are on Operational Readiness and one (1) hour at the straight time rate for each eight (8)-hour period they are on Operational Availability.
- (c) No Operational Readiness or Operational Availability payment is made if an Employee is unable to report for duty when they are contacted by the Service.
- (d) An Employee on Operational Readiness or Operational Availability who is required to report for work and reports will be compensated in accordance with overtime provisions. An Employee who submits a claim for callout may not claim the same hours as Operational Readiness or Operational Availability.

Article 15. EMPLOYEE BENEFITS

15.01 Life Insurance and Accidental Death and Dismemberment

- (a) The Employer provides Life Insurance to Employees at two times (2X) their annual base pay.
- (b) The Employer provides Accidental Death and Dismemberment to Employees at two times (2X) their annual base pay.

15.02 Medical Reports

- (a) Employees are reimbursed for the cost of medical reports or forms required by the Employer.
- (b) Employees can utilize Sick Leave to attend a specialist appointment that cannot be scheduled outside of work hours.
- (c) An Employee who is required while off duty to attend a medical facility for initial treatment and/or testing arising out of potential job-related exposure to hazardous substances or infectious disease is compensated at six (6) hours of straight time.

15.03 Bereavement Leave

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

- (a) An Employee is granted up to four (4) shifts without loss of pay in the event of a death in their family.
- (b) If the death occurs outside the Province of British Columbia, an additional two (2) shifts without loss of pay may be granted by the Chief Constable.
- (c) An Employee will be granted leave from a shift to attend a funeral as a pallbearer or mourner in any case other than one covered by Article 15.03(a), with seventy-two (72) hours notice.

15.04 Workers Compensation and Sick Leave Payments

- (a) Where an Employee suffers from a disease, illness or injury and receives compensation under the *Workers Compensation Act*, the Employer receives the compensation cheques and the Employee's regular net take-home pay (as opposed to regular gross salary) is maintained by the Employer for the period covered by WorkSafeBC.

- (b) Subject to Article 15.05, an Employee will be advanced Sick Leave for time during which they are off work as a result of a work related disease, illness or injury and is awaiting a decision on their claim from WorkSafeBC, or where the Employee rejects WorkSafeBC and has received authorization under the *Workers Compensation Act* to commence an action against a third party for damages in respect of the disease, illness or personal injury.

#### 15.05 Sick Leave

For the purposes of this Article "Immediate Family" means the spouse, child, parent, or grandparent of an Employee, and any person who lives with an Employee as a member of the Employee's family.

All Employees are eligible for Sick Leave benefits as defined in this Article.

- (a) All Employees are credited with one hundred (100) hours of Sick Leave on their first day of employment with the Employer.
- (b) Additional Sick Leave credits of eighty (80) hours are made each calendar year on June 30 (80 hours) and December 31 (80 hours).
- (c) Upon becoming a First-Class Constable, the Employee accrues an additional one hundred (100) hours of Sick Leave on each subsequent anniversary of their first date of employment with the Employer.
- (d) The maximum Sick Leave bank is one thousand and forty-four (1044) hours.
- (e) Employees do not accrue Sick Leave while on maternity leave, parental leave, Workers Compensation Leave or Sick Leave over thirty (30) days, long-term disability, and leave without pay. Upon return to work, Sick Leave is pro-rated for the period of the absence.
- (f) The Parties agree that Immediate Family illnesses and emergencies can affect the health and wellbeing of Employees. Employees are eligible to access Sick Leave for these purposes.
- (g) An Employee claiming Sick Leave benefits may be required to produce credible, timely and sufficient medical information verifying their inability to carry out their duties due to illness or injury.
- (h) The provision of this benefit meets the requirements of the *Employment Standards Act*, R.S.B.C. 1996, c. 113 for paid Sick Leave.
- (i) An Employee's Sick Leave bank (if any) is not paid out at time of separation.
- (j) All Employees covered by this Agreement contribute a specified number of Sick Leave hours per year to a Union Sick Leave Bank to be administered by the Union. The Union Sick Leave Bank will only be paid out to Employees eligible for Sick Leave.

- (k) The Employer and the Union agree to jointly develop, implement, and follow policy for the establishment of a Union Sick Leave Bank.

#### 15.06 Long Term Disability

The Employer maintains all Employer paid benefits during the LTD leave, except for leave entitlements that will not accumulate.

#### 15.07 Wellness Leave

- (a) Every Employee receives forty (40) hours of Wellness Leave in each calendar year.
- (b) Wellness Leave must be taken as paid time off and may be taken in hour increments with supervisor notification.
- (c) An Employee's Wellness Leave is pro-rated if they join or leave the Employer without completing the full calendar year.
- (d) Wellness Leave is credited to eligible Employees on January 1 of each calendar year.
- (e) Wellness Leave hours may not be carried into the next calendar year. An Employee may elect to have their Wellness Leave hours:
  - (i) placed in an investment vehicle arranged by the Parties; or
  - (ii) paid out.

#### 15.08 Reimbursement for Sick Leave and Other Employee Benefits

- (a) "Employer Benefits" for the purpose of this Article means Sick Leave or any other benefits provided by the Employer in respect of an illness or injury.
- (b) "Other Disability Income" for the purpose of this Article means amounts received from other sources to compensate for income loss resulting from an injury or illness, including any and all amounts paid:
  - (i) as damages pursuant to a court award or related settlement against a third party;
  - (ii) as disability benefits under Part 7 of the *Insurance (Vehicle) Regulation*, B.C. Reg. 447/83 or income replacement benefits under Division 6 of Part 10 of the *Insurance (Vehicle) Act*, R.S.B.C. 1996, c. 231;
  - (iii) by the Insurance Corporation of British Columbia or any other automobile insurer;
  - (iv) under the *Criminal Injury Compensation Act*, R.S.B.C. 1996, c. 85; and
  - (v) as disability benefits under the *Canada Pension Plan*.

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

#### 15.09 Municipal Pension Plan – Retirement

Eligible Employees are covered by the Municipal Pension Plan. After the policing transition is complete, new Employees are required to contribute to the Municipal Pension Plan. In exceptional circumstances the Parties may agree to wave this requirement.

#### 15.10 Medical and Extended Health Benefits

##### (a) Medical Services Plan

The Employer pays one hundred percent (100%) of the Medical Services Plan.

##### (b) Extended Health Care Plan

Eligible expenses are reimbursed in accordance with the terms and conditions of the Extended Health Care Plan, as set out in Schedule "B".

The Union has access to the master agreement with the benefits carrier(s), including all customary limits, administrative requirements regarding access to health and dental benefits, the production of any change or fee schedule change with notice prior to implementation, and an annual review of experience.

#### 15.11 Self-Funded Leave

Self-Funded Leave, Schedule "E", allows Employees to defer a portion of their salary to finance a future leave of absence.

### Article 16. MATERNITY AND PARENTAL LEAVE

#### 16.01 Length of Leave

##### (a) Birth Parent

(i) a pregnant Employee is entitled to up to seventeen (17) consecutive weeks of Maternity Leave and up to sixty-one (61) consecutive weeks of Parental Leave. All such leaves are without pay, subject to any compensation entitlements which are available to Employees in accordance with Article 16.06 and Article 16.07 below; or

(ii) in the event the birth parent dies or is totally disabled, an Employee who is the parent other than the birth parent of the child is entitled to both maternity and Parental Leave. Such leaves are without pay, subject to any compensation entitlements, which are available to the Employee in accordance with Article 16.06 and Article 16.07.

##### (b) Parent Other than the Birth Parent

(i) An Employee who is the parent other than the birth parent is entitled to up to sixty-one (61) consecutive weeks of Parental Leave without pay. The Employee will take the leave within eighty-six (86) weeks of the child's birth or date the child comes within the care and custody of the Employee.

#### 16.02 Notice Requirements and Commencement of Leave

- (a) An Employee who requests Parental Leave for the adoption or caring of a child is required to provide proof of adoption or birth of the child.
- (b) An Employee will 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 Employee will provide as much notice as possible.
- (c) The Employer may require a pregnant Employee to commence Maternity Leave where their duties cannot reasonably be performed because of the pregnancy. In such cases the Employee's previously scheduled leave period is not affected.
- (d) An Employee on Maternity Leave or Parental Leave will provide four (4) weeks of notice prior to the date they intend to return to work.
- (e) An Employee 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 they are able to return to work.
- (f) Where a pregnant Employee 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.

#### 16.03 Return to Work

On resuming employment, an Employee is reinstated to their previous position or a comparable position, and for the purposes of pay increments, benefits, and vacation entitlement (but not for public holidays or Sick Leave) maternity and Parental Leave is counted as service. Vacation pay is pro-rated in accordance with the duration of the leave. An Employee may elect not to take that unpaid vacation.

#### 16.04 Sick Leave during Leave

- (a) An Employee on Maternity Leave or Parental Leave is not entitled to Sick Leave during the period of leave.
- (b) Notwithstanding Article 16.04(a), an Employee on Maternity Leave or Parental Leave who has notified the Employer of their intention to work pursuant to Article 16.02(e) 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, is entitled to Sick Leave benefits commencing on the first day on which they would otherwise have returned to work.

#### 16.05 Benefits

- (a) All benefits paid for by the Employer continue uninterrupted while the Employee is on Maternity and/or Parental Leave.
- (b) Pension contributions cease during the period of the leave. Upon returning to work, the Employee may purchase service for the period of the leave pursuant to the Municipal Pension Plan Rules.

#### 16.06 Maternity Leave Supplemental Employment Insurance Benefits Plan

- (a) Parents who are entitled to Maternity Leave as provided for in Article 16.01(a)(i) and Article 16.01(a)(ii) and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive Maternity Leave Supplemental Employment Insurance Benefits (MSEIB) Plan payments.
- (b) The MSEIB Plan payment is based on the difference between the Employment Insurance benefit, plus any other earnings received by an Employee and:
  - (i) Ninety-five percent (95%) of their gross weekly earnings for up to seventeen (17) weeks of Maternity Leave, as long as the Employee continues to receive maternity Employment Insurance benefits.
- (c) Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an Employee is receiving benefits. Under the MSEIB Plan, the Employer does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Employer, under no circumstance, is responsible for any paybacks arising from changes to or the application of the tax regulations.

#### 16.07 Parental Leave Supplemental Employment Insurance Benefit Plan

- (a) A parent who is entitled to Parental Leave as provided for in Article 16.01(b) and who has applied for and is in receipt of Employment Insurance benefits is eligible to receive Parental Leave SEIB Plan (PSEIB) payments.
- (b) The PSEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an Employee and ninety-five percent (95%) of their gross weekly earnings for up to thirty-five (35) weeks. This top-up is calculated based on the Employment Insurance standard parental benefits option.
- (c) If an Employee elects to take a Parental Leave in excess of thirty-five (35) weeks under the Employment Insurance extended parental benefits option, an equivalent



top-up is calculated to ensure the Employer will not pay any additional entitlements to them beyond the amount outlined in Article 16.07(b).

- (d) If an Employee shares Parental Leave benefits with their spouse, an equivalent top-up is calculated to ensure the Employer does not pay any additional entitlements to any one (1) Employee beyond the amount outlined in Article 16.07(b). The Employee determines how the equivalent top-up is allocated.
- (e) Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an Employee is receiving benefits. Under the PSEIB Plan, the Employer does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Employer, under no circumstance, is responsible for any paybacks arising from changes to or the application of the tax regulations.

#### 16.08 Supplemental Employment Insurance Benefits Plan Conditions

- (a) The Maternity and Parental Leave SEIB benefits (MSEIB and PSEIB) is contingent upon an Employee 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 Employer provided the top-up.
- (b) If an Employee who received benefits under the MSEIB and/or the PSEIB Plan does not choose to return to work for the Employer or returns for a period of less than one (1) year, they will be required to repay the MSEIB and/or the PSEIB Plan payments paid by the Employer. Such repayment is pro-rated based on time worked.
- (c) If the eligible parent experiences a medical condition preventing them from returning to work, the requirement to repay the benefit will be assessed on a case-by-case basis.

### Article 17. VACATION AND STATUTORY LEAVE

#### 17.01 Annual Leave

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

- (a) Employees leaving the Service in less than twelve (12) months from the date of appointment are granted Annual Leave pay in accordance with Part 7 of the *Employment Standards Act*.
- (b) For recruits, in the first part calendar year of service, Annual Leave will be granted based on one-twelfth (1/12) of ten (10) working days for each month or portion of a month greater than one-half (1/2) worked by December 31.

- (c) If an Employee is credited for Recognized Policing Service, Annual Leave is pro-rated based on the Employee's Recognized Policing Service in the first part calendar year of service.
- (d) During the second (2<sup>nd</sup>) calendar year of service, up to and including the seventh (7<sup>th</sup>) calendar year of service, one hundred-twenty (120) hours.
- (e) During the eighth (8<sup>th</sup>) calendar year of service, up to and including the fifteenth (15<sup>th</sup>) calendar year of service, one hundred-sixty (160) hours.
- (f) During the sixteenth (16<sup>th</sup>) calendar year of service, up to and including the twenty-second (22<sup>nd</sup>) calendar year of service, two hundred (200) hours.
- (g) During the twenty-third (23<sup>rd</sup>) calendar year of service and all subsequent calendar years of service, two hundred-forty (240) hours.
- (h) Each Employee is entitled to Annual Leave on the first (1<sup>st</sup>) day of January in the calendar year of the applicable anniversary of their Recognized Policing Service.
- (i) Employees who resign will have their Annual Leave pro-rated with adjustments made for any overpayment of Annual Leave.
- (j) Employees retiring are entitled to half (1/2) of their Annual Leave as of January 1 and their full Annual Leave as of April 1 of their retirement year.
- (k) If an Employee planning to retire submits a letter to the Chief Constable indicating the date of retirement, the Employee may defer all or a portion of the Annual Leave entitlement of the year preceding retirement to the year of retirement.
- (l) As soon as possible following December 31 in each calendar year, an Annual Leave pay adjustment will be made in a lump sum to Employees where their annual basic earnings exclusive of overtime and any other premium payments not normally considered in the computation of Annual Leave pay, exceeds their regular base rate earnings during the year in question. Any cash payments reflect the proportionate difference between the Employee's actual annual basic earnings and regular basic rate earnings applied to their Annual Leave pay for the year in question but are not paid where the total amount payable is less than one dollar (\$1.00).
- (m) Annual Leave should be taken in the year it is earned. Any Employee who is entitled to more than one hundred-twenty (120) hours of annual vacation may defer annual vacation subject to the following conditions:
  - (i) they must take at least one hundred-twenty (120) hours of vacation per year;
  - (ii) they may defer taking the remainder (if any) of their annual vacation so long as the deferred Annual Leave does not at any one-time exceed the number of working hours Annual Leave to which the Employee is entitled;
  - (iii) when they take their deferred vacation, it will be paid hour for hour; and

- (iv) subject to the approval of the Chief Constable, an Employee may request to have sixty (60) hours of annual and/or statutory holiday leave paid out each calendar year.
- (n) Employees do not accrue paid Annual Leave while on long term disability or on an unpaid leave of absence over thirty (30) days.

#### 17.02 Supplementary Annual Leave

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

#### 17.03 Statutory Holidays

- (a) On January 1 of every year, active Employees are credited with Statutory Holiday time of ten (10) hours per Statutory Holiday. Employees hired during the year receive a pro-rated Statutory Holiday time reflecting the remaining holidays in the year.
- (b) Employees required to work on a Statutory Holiday are compensated at one and one-half times (1.5X).
- (c) In termination of service, Statutory Holidays are pro-rated, and any overpayment is deducted from an Employee's final pay.
- (d) Statutory Holidays are as follows:
  - (i) New Years' Day;
  - (ii) Family Day;
  - (iii) Good Friday;
  - (iv) Easter Monday;

- (v) Victoria Day;
- (vi) Canada Day;
- (vii) BC Day;
- (viii) Labour Day;
- (ix) National Day for Truth and Reconciliation;\*
- (x) Thanksgiving Day;
- (xi) Remembrance Day;
- (xii) Christmas Day; and
- (xiii) Boxing Day.

Any other statutory holiday when proclaimed and approved by the Federal or Provincial Governments.

\*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 Employer will recognize the Provincial holiday only.

- (e) Any Statutory Holiday not taken in the year earned is paid out as soon as practical in the year following the year in which it was earned.

#### 17.04 Selection of Leaves

- (a) The Employer and the Union agree to jointly develop, implement, and follow policy for the selection of leaves.
- (b) Subject to operational requirements, Employees select their Annual Leave dates by seniority, regardless of rank. Annual Leave is selected within each Shift/Section/Unit. Employees are not blocked from selecting Annual Leave for Court purposes unless they have received a LENS notification.

#### Article 18. SURVIVORS' BENEFIT

Where an Employee's death arises out of and in the course of their employment, the Employer will pay compensation to their survivor(s) as set out in Schedule "C".

Article 19. GRIEVANCE PROCEDURE

- (a) The Parties agree to make all reasonable efforts to resolve complaints arising in the workplace through discussion with the appropriate supervisor or between the Parties. Such discussions do not constitute a formal part of the grievance procedure.
- (b) Any differences concerning the dismissal, discipline, or suspension of an Employee, or the interpretation, application, or operation of this Agreement, or concerning alleged violation of this Agreement, will be finally and conclusively settled without stoppage of work in the following manner:

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

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

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

Article 20. RECORDS

20.01 Access to Personal Records

- (a) An Employee may review the contents of their personnel file provided that such review is in the presence of a person authorized by the Chief Constable. The Employee may choose to be accompanied by the Union.
- (b) A copy of any written material concerning an Employee's job performance will be provided to the Employee as soon as possible after it is recorded in their personnel file. Should an Employee dispute any such entry in the personnel file, they are entitled to recourse through Article 19. The Employer agrees not to introduce as

evidence in any hearing any document from the Employee's personnel file, the existence of which was not brought to the Employee's attention.

Article 21. SCHEDULES

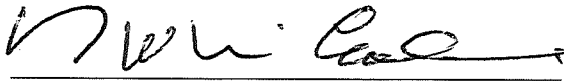
Schedules are appended to, and form part of this Agreement.

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

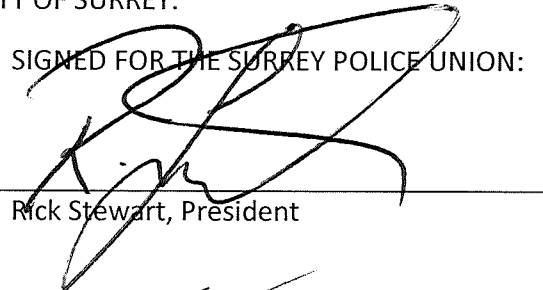
DATED this 10 day of March, 2022 in the CITY OF SURREY.

SIGNED FOR THE SURREY POLICE BOARD:


SIGNED FOR THE SURREY POLICE UNION:



Chair



Rick Stewart, President



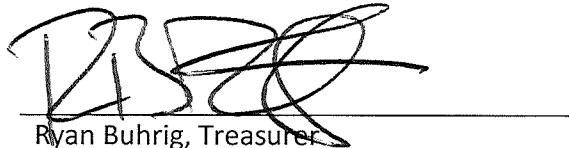
Vice Chair



Clayton Ennis, Vice President



Rachel Oueis, Secretary



Ryan Buhrig, Treasurer



Darin Sheppard, Director



Jeff White, Director



Brendan Charna, Director

SCHEDULE "A" – RATES OF PAY

between

THE SURREY POLICE BOARD

and

THE SURREY POLICE UNION

This is the Schedule referred to in Article 11 of this Agreement

The Parties agree that wages for 2023 and 2024 increase by the greater of three percent (3%) or the Vancouver Police Department wage settlement, as applied to First-Class Constable wages.

<b>Rank</b>	<b>Index</b>	<b>Time Frame</b>	<b>Jan 1/2022</b>	<b>Jan 1/2023 3.00%</b>	<b>Jan 1/2024 3.00%</b>
Constable 5th Class	0.70	Annual	\$78,196	\$80,542	\$82,958
		Hourly	\$37.59	\$38.72	\$39.88
Constable 4th Class	0.75	Annual	\$83,782	\$86,295	\$88,884
		Hourly	\$40.28	\$41.49	\$42.73
Constable 3rd Class	0.8	Annual	\$89,367	\$92,048	\$94,810
		Hourly	\$42.96	\$44.25	\$45.58
Constable 2nd Class	0.9	Annual	\$100,538	\$103,554	\$106,661
		Hourly	\$48.34	\$49.79	\$51.28
Constable 1st Class	1	Annual	\$111,709	\$115,060	\$118,512
		Hourly	\$53.71	\$55.32	\$56.98
Constable 10-year increment	1.05	Annual	\$117,294	\$120,813	\$124,438
		Hourly	\$56.39	\$58.08	\$59.83
Constable 15-year increment	1.1	Annual	\$122,880	\$126,566	\$130,363
		Hourly	\$59.08	\$60.85	\$62.67
Constable 20-year increment	1.15	Annual	\$128,465	\$132,319	\$136,289
		Hourly	\$61.76	\$63.61	\$65.52
Sergeant Entry level	1.2	Annual	\$134,051	\$138,072	\$142,214
		Hourly	\$64.45	\$66.38	\$68.37
Sergeant 3-year increment	1.25	Annual	\$139,636	\$143,825	\$148,140
		Hourly	\$67.13	\$69.15	\$71.22
Sergeant 6-year increment	1.3	Annual	\$145,221	\$149,578	\$154,065
		Hourly	\$69.82	\$71.91	\$74.07
Staff Sergeant Entry level	1.35	Annual	\$150,807	\$155,331	\$159,991
		Hourly	\$72.50	\$74.68	\$76.92
Staff Sergeant 1 year increment	1.4	Annual	\$156,392	\$161,084	\$165,916
		Hourly	\$75.19	\$77.44	\$79.77

SCHEDULE "B" – BENEFITS PLAN

between

THE SURREY POLICE BOARD

and

THE SURREY POLICE UNION

This is the Schedule referred to in Article 15.10 of this Agreement

<b>Benefit Provision</b>	<b>Extended Health Care Plan</b>
Deductible	\$150 per individual or family (not applicable to vision coverage)
Reimbursement	80% coverage for the first \$1250 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 employment
<b>Prescription Drugs</b>	
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
<b>Medical Services and Supplies</b>	
Out-of-province and Out-of-country emergency medical coverage	100% of out-of-province & out-of-country medical travel insurance with certain Plan limitations
Ambulance	Covered
Hospital	Private or Semi-Private



SCHEDULE "B" (Continued)

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 Orthotics
Insulin Pumps and Supplies, including Continuous Glucose Monitors	Reasonable and Customary
Medical Equipment	Subject to certain plan restrictions
<b>Vision Care</b>	
Prescription glasses, safety glasses, or contact lenses	Maximum of \$400 per 2 calendar years
Eye Exams	Up to \$100 per 2 calendar years
Laser Eye Surgery	\$2000 per Employee per lifetime No additional Dependent coverage
<b>Paramedical Services</b>	
Professional Services (Psychologist, Social Worker, Clinical Counsellor)	Maximum of \$5000 per person per calendar year at 100%
Physiotherapist	Unlimited
Podiatrist / Chiropodist	Unlimited
Occupational Therapist	Unlimited
Acupuncturist, Chiropractor, Massage Therapist, and Naturopath	\$5000 per person per calendar year combined (no doctor referral required)
Speech Therapist	\$1000 per person per calendar year

SCHEDULE "B" (Continued)

Dental Plan	
Deductible	None
Recall Exam	9 months for Employees and Dependents over 19 years of age
Benefit Percentage (co-insurance)	<ul style="list-style-type: none"> <li>• 90% for Level I - Basic Services</li> <li>• 90% for Level II - Supplementary Basic Services</li> <li>• 70% for Level III - Dentures</li> <li>• 70% for Level IV - Major Restorative Services</li> <li>• 70% for Level V – Orthodontics</li> </ul>
Benefit Maximum	Unlimited for Level I, Level II, Level III and Level IV \$3,000 per lifetime for Level V

SCHEDULE "C" – SURVIVORS' BENEFIT

between

THE SURREY POLICE BOARD

and

THE SURREY POLICE UNION

This is Schedule "C" referred to in Article 18 of this Agreement

1.1 The Parties agree in principle to Schedule "C" and will confirm the language by July 1, 2022. The Employer states that the definition of compensation and the interface with other sources of income and benefit providers needs further clarification. If Schedule "C" is not completed by July 1, 2022, the Parties agree to refer the matter to mediation for resolution. If mediation is unsuccessful, either Party may refer the dispute to interest arbitration pursuant to the *Fire and Police Services Collective Bargaining Act*, R.S.B.C. 1996, c. 142.

1.2 The purpose of Article 18 and Schedule "C" is to ensure that when an Employee's death arises out of and in the course of their employment, their Survivor(s) may be eligible to receive Survivors' Benefits from the Employer. Survivors' Benefits include income replacement and medical and dental benefit continuation.

1.3 For the purposes of this Schedule:

"Child" means a person whose birth or adoptive parent is the Employee and who is under the age of twenty-one (21) (including a Child that is not yet born), or who is under the age of twenty-six (26) and is a full-time student at an accredited school, college or university, academic, technical or vocational institution, or incapacitated (a child is considered incapacitated if they are incapable of engaging in any substantially gainful activity and is dependent on the Employee for support, maintenance and care, due to a mental or physical disability. The Employer may require written proof of the Dependent's condition as often as may reasonably be necessary.);

"Children" is the plural of Child;

"Pay" means the base salary that is paid to the Employee at time of death as updated by the Collective Agreement subsequent to the Employee's death (Pay does not include shift premiums, overtime, vacation premiums, etc.);

SCHEDULE "C" (Continued)

"Spouse" means a person who is married to the Employee or has lived with the Employee in a common law relationship for more than one (1) year. Spouse for the purpose of Schedule "C" does not include a legally separated spouse;

"Survivor" means the Spouse or Child/Children of a deceased Employee.

1.4 The Employer will pay the Survivors' Benefit as follows:

- 1.4.1 The Employer pays Survivors' Benefit when an Employee's death arises out of and in the course of their employment, as determined by the *Workers' Compensation Act* as administered by *WorkSafeBC*.
- 1.4.2 When an Employee's dies as per 1.4.1 and leaves a Spouse, the Employer pays that Spouse a monthly Survivors' compensation payment that would, when added to the various income payments related to the death of the Employee that are payable to and for the Spouse and (if applicable) Child/Children, equal the Employee's Pay as defined above. No payment is made to Child/Children if there is a Spouse.
- 1.4.3 Where there is no Spouse eligible under this Schedule or the Spouse subsequently passes away before the termination of the Survivors' Benefit and there are Child/Children, the Employer pays to the Employee's Child/Children, as follows:
  - (i) If there is one (1) Child, the Employer pays them a monthly Survivors' compensation payment that would, when added to any other income payments related to the death of the Employee that are payable to or for that Child, equal to forty percent (40%) of the Employee's Pay.
  - (ii) If there are two (2) or more Children, the Employer pays each of them an equal monthly Survivors' compensation payment that would, when added to any other income payments related to the death of the Employee that are payable to or for those Children, equal to sixty percent (60%) of the Employee's Pay.
- 1.4.4 Survivors' Benefits may not be assigned.
- 1.4.5 Income sources to be deducted by the Employer in determining if any monthly Survivors' payment is owed to the Spouse or Child/Children, include:
  - (i) Dependents' compensation paid under the *Workers' Compensation Act*, R.S.B.C. 1996, c. 85, as a result of the Employee's death;

SCHEDULE "C" (Continued)

- (ii) compensation paid under the *Criminal Injury Compensation Act* as a result of the Employee's death; and
  - (iii) any other statutory or contractual benefits that are paid as a result of the Employee's death, except for:
    - 1) the one-time CPP death benefit paid as a result of the Employee's death;
    - 2) benefits that are personally contracted for by the Employee or their Spouse;
    - 3) the Memorial Grant Program for First Responders;
    - 4) life insurance; and
    - 5) a beneficiary allowance paid to a Spouse by the Union.
- 1.4.6 Survivors' compensation payments ceases on the date when the deceased Employee would have turned age sixty (60) or would have reached full pensionable service as defined in the Municipal Pension Plan, whichever is earlier, or, in the case of a monthly compensation payment to a Child/Children when the Child/Children no longer meet the definition of Child/Children.
- 1.4.7 While the Employer makes Survivors' compensation payments, the Employer will provide the Spouse and Child/Children with health and dental coverage to the extent such benefits are provided to the dependents of active Employees under this Agreement. If the Survivors have similar coverage elsewhere, the Employer is the secondary payer of the health and dental coverage. Coordination of benefits is required.
- 1.4.8 If a dispute arises about who is a deceased Employee's Spouse for the purposes of this Schedule, the Employer will pay the disputed compensation into trust until the matter is resolved.

SCHEDULE "D" – ALTERNATE WORK SCHEDULES

between

THE SURREY POLICE BOARD

and

THE SURREY POLICE UNION

- 1.1 The Employer and the Union agree that Employees may require Alternate Work Schedules (AWS), and such schedules use the following principles:
  - 1.1.1 AWS are temporary, time limited accommodation for Employees with challenges associated with childcare, maternity/parental, family complications, health problems, and special education leaves.
  - 1.1.2 The Employer must maintain an operational police service.
  - 1.1.3 AWS are not permanent part-time employment. AWS are for a period of up to one (1) year and may be cancelled by notice by the Parties and/or the Employee. The number of AWS in one (1) calendar year are based upon operational needs.
  - 1.1.4 The placement of the AWS is determined by the Employer in consultation with the Union.
- 1.2 Nothing in this Schedule alters the existing rights and/or obligations of either Party under the Agreement, except as specifically provided.
- 1.3 The Employer and the Union agree to jointly develop, implement, and follow policy on the implementation and administration of this Schedule.

SCHEDULE "E" – SELF-FUNDED LEAVE

between

THE SURREY POLICE BOARD

and

THE SURREY POLICE UNION

This is the Schedule referred to in Article 15.11 of this Agreement

- 1.1 Employees may apply to the Chief Constable to take Self-Funded Leave. Employees may participate in either the Extended or Compressed Self-Funded Leave.
- 1.2 Employees retain all Employer-paid benefits throughout the leave period. Employees accrue all leaves during the Deferral Period but do not accrue any leaves during the Extended Self-Funded Leave.
- 1.3 The Employer and the Union will jointly develop, implement, and follow policy on operational requirements and scheduling for Self-Funded Leave.
- 1.4 Under the Compressed Self-Funded Leave, Employees:
  - 1.4.1 Defer one (1) full day's pay per two (2)-week pay period for a period of one (1) year, referred to as the "Deferral Period", to be paid during a future Self-Funded Leave of six (6) weeks.
- 1.5 Under the Extended Self-Funded Leave, Employees are permitted to:
  - 1.5.1 Defer twenty percent (20%) of their salary for a period of four (4) years, referred to as the "Deferral Period", to be paid during a future leave of absence of one (1) year.

SCHEDULE "F" – PATROL SCHEDULES

between

THE SURREY POLICE BOARD

and

THE SURREY POLICE UNION

**Article 8.02(b)**

- 1.1 To confirm shift schedules subsequent to becoming the Police of Jurisdiction, the Employer requires operational data and operational modeling options for its operations. This data is not currently available to the Employer.
- 1.2 The Parties agree to form a joint committee, by June 1, 2022, to discuss and resolve the structure of work shifts, subsequent to the Employer obtaining the required operational data. A factor the committee will consider is Employee wellness.
- 1.3 The Employer acknowledges the Union's preference for a twelve (12) hour shift model (four (4) twelve (12) hour shifts working and four (4) twelve (12) hour shifts not working).



SCHEDULE "G" – FLOAT LEAVE

between the

THE SURREY POLICE BOARD

and

THE SURREY POLICE UNION

- 1.1 The Parties agree to form a joint committee to discuss and resolve the terms and conditions involving the calculation, scheduling, payment, banking, etc. of Float Leave (such negative or time positive credit that may be created over a calendar year when an Employee works a continuous schedule for the period of assignment to the RCMP).
- 1.2 Once Float Leave terms and conditions are defined for the initial assignment period, and the joint committee assigned to scheduling presents their findings, this joint committee will develop terms and conditions for the subsequent period of time when the Employer becomes the Police of Jurisdiction.
- 1.3 The Parties agree that the results of the Float Leave committee will be brought into the next Collective Agreement.

SCHEDULE "H" – COMPENSATION INCREMENT PROGRESSION

between

THE SURREY POLICE BOARD

and

THE SURREY POLICE UNION

This is the Schedule referred to in Article 10.04 of this Agreement

- 1.1 The Employer and the Union recognize that the Employer may establish different Increment Progression Standards as the organization grows. Such Increment Progression Standards will be negotiated between the Employer and the Union. The Employer anticipates basing increment progression on service, performance, and the achievement of educational/training milestones after December 31, 2023.
- 1.2 Until alternate Increment Progression Standards are agreed upon, all Employees will provide the Employer with four (4) training days paid at straight time to access their increments. The Employer will determine the nature and schedule of training.

SCHEDULE "I" – TECHNOLOGICAL ADVANCEMENTS IN POLICING

between

THE SURREY POLICE BOARD

and

THE SURREY POLICE UNION

The Employer and the Union will jointly evaluate the uses and implementation of technological advancements to policing, including but not limited to, Body Worn Cameras and Drones.

SCHEDULE "J" – COMMUNITY SAFETY OFFICERS

between

THE SURREY POLICE BOARD

and

THE SURREY POLICE UNION

- 1.1 The Employer and the Union agree to the establishment of a Community Safety Officer (CSO) classification. The Employer may maintain the equivalent of thirty-five (35) full-time CSO positions.
- 1.2 Annually, the Employer and the Union will meet and evaluate the CSO position.
- 1.3 Where conflict exists between the terms of this Schedule and the Agreement, the terms of this Schedule will apply. The implementation of CSO's will not reduce the number of Employees below authorized strength.
- 1.4 The primary objectives of the CSO's are to enhance police visibility and improve relationships with the community, reduce the response times to calls for service, provide administrative support, and to serve as a tool for recruitment. The Employer agrees to discuss any expansion of job duties with the Union.
- 1.5 CSO's are designated Special Constables as recognized by the *BC Police Act* and receive the rate of pay as set out in this Schedule.
- 1.6 CSO's are compensated at an hourly rate of forty-five percent (45%) of a First-Class Constable's salary while on probation and at an hourly rate of fifty percent (50%) of a First-Class Constable's salary once the Employee has passed the probationary period.
- 1.7 CSO's are hired on a limited term basis and are subject to an eighteen (18)-month probationary period.
- 1.8 Part-time CSO's receive a twelve percent (12%) cash settlement in lieu of medical, dental, and Sick Leave benefits, vacation and general holidays, and group life insurance.
- 1.9 Full-time CSO's receive one hundred (100) hours of Sick Leave on their first date of employment, and each subsequent anniversary date. This satisfies the provisions of the *Employment Standards Act*.
- 1.10 CSO's covered within this Schedule are subject to layoff prior to any higher rank, regardless of seniority. The Employer retains the right to eliminate vacant Employee positions without eliminating CSO positions.

SCHEDULE "J" (Continued)

Duties & Responsibilities

1.11 CSO's do not perform duties of a criminal investigative nature beyond those identified below. A CSO may be assigned by the Chief Constable to perform the following duties:

1.11.1 Community Policing Bureau Support and Response to Lower-priority Tasks, including:

- (i) respond to and handle low-risk tasks, primarily but not exclusively involving property, when there is no suspect on scene and where no suspect has been identified (excluding Break and Enters);
- (ii) respond to and handle parking complaints and other low-risk bylaw complaints relating to streets, parks and land use, or where other City bylaw enforcement staff are not available (not responsible for issuing by-law tickets);
- (iii) collect lost and found property, complete reports and return property to legitimate owners when possible;
- (iv) relieve one (1) of two (2) Community Policing Bureau Employees standing by at a hospital, awaiting admission for low-risk, non-violent *Mental Health Act* apprehensions, as directed by a Community Policing Bureau supervisor;
- (v) transport property or drugs collected for destruction from Community Policing Bureau officers to the Property Office and complete associated reports;
- (vi) supplement police presence at family-oriented and community events. Provide additional visible presence at ceremonial, school and community events;
- (vii) assist Community Policing Bureau as directed and in a supportive role;
- (viii) assist Community Policing Bureau as directed and in a supportive role with the distribution of crime information to residents and/or businesses;
- (ix) assist Employees with projects when appropriate and as needed and directed, ensuring specific tasks assigned within that project conform to the other tasks outlined within this Schedule and provided that any such tasks are not normally performed by a regular police officer;

SCHEDULE "J" (Continued)

1.11.2 Perimeter Traffic Control

- (i) conduct traffic and pedestrian control during power failures, fires, and special events, or as required in the field;
- (ii) arrange for and oversee towing of abandoned or non-drivable vehicles;
- (iii) arrange for and oversee towing of recovered stolen vehicles, including accompanying the vehicle for continuity.

1.11.3 Investigation Support

- (i) canvass for possible witnesses or video, as directed;
- (ii) assist with the tagging and processing of property, as directed;
- (iii) assist officers at incident scenes, as directed;
- (iv) stand-by at insecure premises while awaiting a property representative;
- (v) assisting victim services caseworkers in the field, where appropriate;

1.11.4 Proactive Activities

- (i) physically assist in the search for missing persons, as directed;
- (ii) provide crime prevention tips or referral information;

1.11.5 Logistical Support

- (i) drive Employees and police vehicles (pool cars) to and from major deployments and major events;
- (ii) provide logistical, operational, and administrative support during emergency and disaster response in support of E.O.P.S. or Incident Commander; and
- (iii) provide translation services for Employees, where possible.

1.12 The Employer and the Union agree to discuss and mutually approve the expansion of these duties as the needs arise.