



AGREEMENT BETWEEN

THE NELSON POLICE BOARD

(hereinafter referred to as "the Board")

PARTY OF THE FIRST PART

AND

THE NELSON POLICE ASSOCIATION

representing the affected Members

(hereinafter referred to as "the Association")

PARTY OF THE SECOND PART

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PREAMBLE

WHEREAS the Parties desire to maintain harmonious relations with each other, and to that end make provisions whereby grievances, disputes and other matters relative to the welfare of the Board and the members may be discussed and settled amicably;

AND WHEREAS the Association is certified as bargaining agent for the affected members.

NOW THIS INDENTURE WITNESSETH that the Parties hereto, in consideration of the mutual covenants hereunder contained, agree with each other as follows:

DEFINITIONS

- a) **“Association”** shall mean the Nelson Police Association.
- b) **“Board”** shall mean the Nelson Police Board and its Management (Including the HR Advisor)
- c) **“Call out”** shall mean the summoning of a member to work outside of their regular duty, for the purpose of carrying out of Police duties, with or without prior notice.
- d) **“CPO”** shall mean Community Policing Officer.
- e) **“Continuous employment”** shall mean the current period of employment measured from the last date of hire and includes time that a member may be off duty through illness or injury.
- f) **“Court time”** shall mean any attendance at any court, inquiry or hearing by a member in order to give evidence as a witness, whether called upon to give evidence or not, provided that the evidence was acquired by the member in the performance of their Police duty. "Court time" also means any attendance with prosecutors in the preparation of cases.
- g) **“Emergency”** means a major happening or act of serious public concern outside the control of the Board, which necessitates immediate and/or extra police coverage for a temporary period of unknown duration.
- h) **“Enlistment”** shall mean the date the officer is sworn in to the Nelson Police Department
- i) **“Lay-offs”** means the temporary or permanent termination of employment of a member as a result of the Board's decision to reduce the work force.
- j) **“Member”** shall mean any employee covered by this Agreement.
- k) **“NCO”** shall mean Non-Commissioned Officer.
- l) **“Party”** shall mean either of the Parties to this Agreement.
- m) **“Promotion”** shall mean the movement of any member from any rank as outlined in Schedule "A" of this Agreement to the next highest rank. All promotions shall be subject to the approval of the Board upon the recommendation of the Chief

- n) **“Constable”** All promotions above the rank of First-Class Constable shall be subject to a six (6) month probationary period, during which the promoted individual shall be assessed for the purpose of establishing suitability for permanent promotion.
- o) **“Qualified Municipal Constable”** shall mean a constable that has graduated from an accredited academy in Canada and completed the training required for the respective department.
- p) **“Regular hourly rate of pay”** shall be arrived at by taking the "regular rate of pay" as defined in this Section and which is expressed as an annual dollar value and dividing that dollar value by 2088 hours.
- q) **“Regular rate of pay”** shall mean the rate of pay assigned a member within the pay range specified for the rank of such position in Schedule "A" of this Agreement.
- r) **“Seniority”** means the length of service since the date of the member's current enlistment.
- s) **“Service”** shall mean the length of continuous employment as a member with the Nelson Police Department.
- t) **“Shift”** shall mean a scheduled tour of duty consisting of either eight (8), ten (10) or twelve (12) consecutive hours.
- u) **“Special Constable”** means a member appointed by resolution of the Board pursuant to the provisions of the *Police Act*.
- v) **“Statutory Holiday”** shall mean any of the following days: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, Family Day, Truth and Reconciliation and all general holidays proclaimed, declared or otherwise designated by the City of Nelson, the Province of British Columbia or the Government of Canada.
- w) **“Working Day”** shall mean any shift established under this Agreement.

Words indicating the singular shall mean and include the plural and vice versa as applicable, unless otherwise specifically indicated in the context.

- x) **“Year”** shall mean a full year of service from the enlistment date.

**ARTICLE I - ASSOCIATION SECURITY, DISMISSALS, RIGHT TO COUNSEL, AND
INDEMNIFICATION**

- 1.01 All members of the bargaining unit shall:
- (a) Join the Association as a condition of employment within thirty (30) days of being engaged;
 - (b) Pay monthly dues to the Association, such payment to be made by payroll deduction.
- 1.02 No member shall be dismissed without a hearing. Any member who has been wrongfully dismissed or suspended by the Board and who is later reinstated shall be paid in full their regular salary for all time lost.
- 1.03 Any member bound by this Agreement who is ordered to appear before the Board on any disciplinary matter may be accompanied by a member of the Executive of the Association and/or legal counsel, either of whom shall have the right to represent and advise such member before the Board. The board shall not deny the member the right to have representation.

1.04 Indemnification of Members

For the purposes of this Article “necessary and reasonable legal costs” shall be based upon the account rendered by the solicitor retained in the matter, which account shall be based on the agreed tariff of fees as amended from time to time by Legal Counsel for the Board or such other amount as may be agreed upon by solicitor and legal counsel in advance of legal fees being incurred.

- (a) A member who is charged with a criminal, statutory or major traffic offence, arising from acts done in the performance, or attempted performance, in good faith of their duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charge.
- (b) (i) If a member is named defendant in a civil action for damages arising from acts done in the performance, or attempted performance, in good faith of their duties as a police officer, they shall be represented by counsel appointed by the City of Nelson and all necessary and reasonable legal costs and damages shall be borne by the Board, PROVIDED THAT the Board is given full authority in the conduct of the

action, including authority to settle the action at any time in the manner deemed advisable in the circumstances.

- (ii) If legal counsel for the Board determines that a conflict exists between a member's defence of a civil action and the Board's defence of a civil action then the member may be represented by their own counsel with necessary and reasonable legal costs borne by the Board.
- (iii) A member who is the subject of a public hearing pursuant to the *Police Act* arising from the acts done in the performance, or attempted performance, in good faith of their duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing their interests at the hearing, UNLESS the public hearing is initiated by the member and the adjudicator determines that discipline is warranted, in which case the member shall not be indemnified unless the Board, in its discretion, determines that the member should be indemnified.
- (iv) A member who appeals the decision of a disciplinary authority to the Police Complaint Commissioner or the decision of an adjudicator in a public hearing to the Court of Appeal pursuant to the *Police Act*, shall be indemnified for the necessary and reasonable legal costs incurred in respect of the appeal, ONLY WHERE the Police Complaint Commissioner or the Court of Appeal, as the case may be, rejects the decision of the disciplinary authority or the adjudicator and determines that no discipline is warranted.
- (v) Notwithstanding the other provisions of this Article, members shall NOT be indemnified for punitive damages; for legal costs arising from grievances under the Collective Agreement; for hearings arising from charges under the Police (Discipline) Regulations; for acts or omissions of members which did not arise in, or result from, circumstances peculiar to the execution of police duties; for actions which amount to wilful neglect or a gross dereliction of duty, or deliberate abuse of police power; or for wilful violation of a lawful order.
- (vi) Notwithstanding the other provisions of this Section, where two (2) or more members are charged with an offence or made the subject of an action, inquiry or hearing, described in paragraphs (i) through (iv), arising out of substantially the same circumstances, the Board may limit its indemnification pursuant to this Article to the reasonable legal costs of ONE solicitor to represent the interests of both/all of them, including

representation at any appeal, UNLESS the solicitor is of the view that it would be improper to so represent both/all of them. If one solicitor is to be retained and the members are unable to agree on which solicitor, the matter shall be conclusively settled by a designate of the Board and a designate of the Association.

- (vii) Members who intend to apply for indemnification under this Article shall notify the Chief Constable, in writing, within five (5) days of receiving formal notification of being charged with a criminal or statutory offence, named defendant in a civil action, or being made subject of a public inquiry. Failure to comply with this paragraph may result in a member being denied indemnification.
 - (viii) Nothing in this Article shall be interpreted as limiting the Chief Constable's or the Board's ability to discipline any member of the Department.
 - (ix) A member need not make prior arrangement for indemnification with the Board before obtaining legal advice if fees for only three (3) hours service will be claimed.
- (c) In the event the Board and Association agree to amend their Collective Agreement during its tenure, then the parties to this Agreement will review those amendments to determine the appropriateness of those changes for inclusion in this Agreement. If changes are agreed the indemnification provision may be amended during the term.

ARTICLE II - MANAGEMENT RIGHTS

- 2.01 The Board reserves the right to operate and manage its business and to make and alter from time to time rules and regulations to be observed by members, providing such rules and regulations are fair and reasonable and consistent with the provisions of this Agreement.
- 2.02 The Board shall have the exclusive right to retire any member at the age of sixty (60) years. The member turning 60, shall submit in writing a request for an extension to continue working beyond the age of 60 and such submission shall be submitted to the board not less than 6 months prior to the member's 60th birthday. Members to be retired by the Board at age 60 are to be given in writing the reason(s) for the decision no less than 60 days prior to the Members 60th birthday.

ARTICLE III - DISCUSSION OF DIFFERENCES/GRIEVANCE PROCEDURE

- 3.01 Should any differences arise between the members or parties bound by this Agreement concerning its interpretation, application or operation or any alleged violation thereof, there shall be no stoppage of work on account of such difference, and an earnest effort shall be made to settle the matter promptly and in the following manner.

All grievances shall be submitted in writing within twenty (20) working days of the occurrence of the incident giving rise to the dispute or of the point in time when the member should have reasonably known of such occurrence.

STEP I The written grievance shall be submitted to the Deputy Chief Constable. Should the Deputy Chief Constable be unable to settle the matter within fifteen (15) days, the Association may submit the grievance to the Chief Constable forthwith.

STEP II The Chief Constable within fifteen (15) days after receiving the grievance from the Association shall meet with the aggrieved member and either the Grievance Committee of the Association or the bargaining representative of the Association and the parties shall make every reasonable effort to settle the grievance.

STEP III **Arbitration**
Should no agreement be reached under the preceding subsection within fifteen (15) days of such meeting or within such further period as may be mutually agreed upon by the Parties, either of the Parties may refer the difference to arbitration by notifying the other Party of its intent to do so in writing within thirty (30) days of receiving notification of the position arising out of Step II. Such written referral to arbitration shall include at least one proposed name for the position of single arbitrator. The Parties thereafter shall forthwith discuss and mutually agree upon one of those names or an alternate proposed by either Party within a further ten (10) days of the receipt of such referral notification.

The arbitrator shall hear and determine the difference, and shall issue a decision and the decision is final and binding upon the Parties and upon the member or the Board affected by it.

- 3.02 Expenses incidental to the services of a single person arbitration Board shall be borne equally by the Parties to this Agreement.

ARTICLE IV - PROBATION AND INCREMENTS

4.01 Probation of Constables

- (a) A recruit to the Department shall be accepted as a Probationary Constable and shall be placed in a probationary capacity until successful completion of twelve (12) months service following the date of enlistment. During the twelve (12) month period the required basic training shall be successfully completed. Any period of service as a pre-recruit shall not be considered service for the purposes of the probationary period as set out in this paragraph.
- (b) The probationary period shall be for the purpose of determining a Probationary Constable's suitability for regular employment. During the probationary period, the employment of a Probationary Constable may be terminated if it can be satisfactorily shown that he or she is unsuitable for regular employment.
- (c) Under special circumstances, the Board may extend the probationary period to eighteen (18) months. In the case where extension is required, the Board shall give written notice of the reasons for such extension first to the Association and then to the Probationary Constable.
- (d) A Probationary Constable's suitability for regular employment shall be decided on the basis of factors such as their
 - (i) conduct;
 - (ii) quality of work;
 - (iii) ability to work harmoniously with others;
 - (iv) ability to meet the operational and administrative standards set by the Board.
- (e) If a Probationary Constable successfully completes the probationary period and continues in the same position as a regular member, seniority and annual leave benefits and other perquisites referable to length of service shall date back to the date of enlistment.
- (f) In accordance with the provisions of the *Pensions (Municipal) Act*, the Board agrees that a Probationary Constable may commence contributions to the pension plan after completion of six (6) months of service, notwithstanding that they will continue to be on probation for an additional six (6) month period.

4.02 Constable Increments

- (a) Upon successful completion of the twelve (12) month probationary period as outlined in section 4.01, a Probationary Constable shall be promoted to the rank of Fourth Class Constable.
- (b) After service satisfactory to the Board for a total of twelve (12) calendar months following the effective date of the incremental increase as set out in paragraph (a) above, a member who has attained rank of Fourth-Class Constable shall be promoted to the rank and pay of Third Class Constable.
- (c) After service satisfactory to the Board for a total of twelve (12) calendar months following the effective date of the incremental increase as set out in paragraph (b) above, a member who has attained rank of Third-Class Constable shall be promoted to the rank and pay of Second Class Constable.
- (d) After service satisfactory to the Board for a total of twelve (12) calendar months following the effective date of the incremental increase as set out in paragraph (c) above, a member who has attained the rank of Second Class Constable shall be promoted to the rank and pay of First Class Constable.

Ten, Fifteen- and Twenty-Year Qualification

- (e) Members with a minimum of ten (10) aggregate service with a recognized Canadian police agency shall receive 105% of a First Class Constables rate of pay; members with a minimum of fifteen (15) years aggregate service with a recognized Canadian police agency shall receive 107.5% of a First Class Constables rate of pay and members with a minimum of twenty (20) years aggregate service with a recognized Canadian police agency shall receive 110% of a First Class Constables rate of pay subject to:
 - i) Having successfully completed three (3) external courses of study, approved by the Chief or their designate, for each new increment, and have successfully passed the Sergeant's Qualifying exam within the previous three (3) years while they were employed with the Nelson Police Department. The course will be completed by the member outside regular working hours and without compensation.
 - a. External Approved Courses:
 - At least thirty hours of instruction or content per course
 - Practical testing or exams taken on member's own time
 - All costs other than tuition to be paid by the member

- Courses to be taught through a recognized institution such as BCIT, JIBC, Kwantlen College, Capilano College, Okanagan College, Dalhousie University, UBC, SFU or other recognized institutions.
 - Must be approved by the Chief Constable or their designate
 - All approved course fees are paid in advance by the member and reimbursed upon the successful completion of the course. The course must be taken in the same calendar year as budgeted.
- ii) A member must attend all of the “off-duty training days” or approved alternative training days, in each subsequent year to remain eligible for these increments.

4.03 Probation of Dispatchers

- (a) A Dispatcher hired by the Board shall be placed in a probationary capacity until successful completion of twelve (12) months service following the date of enlistment, and remunerated at the rate established for Dispatch Step 1. Any period of service as a casual dispatcher shall not be considered service for the purposes of the probationary period as set out in this paragraph (a).
- (b) The probationary period shall be for the purpose of determining a Probationer Dispatcher's suitability for regular employment. During the probationary period, the employment of a Probationer Dispatcher may be terminated if it can be satisfactorily shown that he or she is unsuitable for regular employment.
- (c) Under special circumstances, the Board may extend the probationary period to eighteen (18) months. In the case where extension is required, the Board shall give written notice of the reasons for such extension first to the Association and then to the Probationer Dispatcher.

- (d) A Probationer Dispatcher's suitability for regular employment shall be decided on the basis of factors such as his or her
 - (i) conduct;
 - (ii) quality of work;
 - (iii) ability to work harmoniously with others;
 - (iv) ability to meet the operational and administrative standards set by the Board.
- (e) If a Probationer Dispatcher successfully completes the probationary period and continues in the same position as a regular dispatcher, seniority and annual leave benefits and other perquisites referable to length of service shall date back to the date of enlistment as a full-time dispatcher.
- (f) In accordance with the provisions of the *Pensions (Municipal) Act*, the Board agrees that a Probationer Dispatcher may commence contributions to the pension plan after completion of six (6) months of service, notwithstanding that he or she will continue to be on probation for an additional six (6) month period.

4.04 Dispatcher Increments

- (g) Upon successful completion of the twelve (12) month probationary period as outlined in Section 4.03, a Probationer Dispatcher will be elevated to the position of Dispatch Step 2.
- (h) After service satisfactory to the Board for a total of twenty-four (24) months, a Dispatcher will be elevated to the position of Dispatch Step 3.
- (i) One qualified Step 3 Dispatcher from each shift (two in total) is eligible for promotion to the Dispatch Supervisor position. Promotion to this position shall be based on ability and merit, and if ability and merit are equal between two (2) candidates, seniority shall be the determining factor. A senior dispatcher who is passed over by a junior dispatcher is entitled to be given the reasons by the Chief Constable.

ARTICLE V - HIRING, PROMOTIONS & VACANCIES

Section 1 - Employment of Qualified Constables

- 5.01 (a) Notwithstanding Sections 4.01 and 4.02 above, the Board may hire a new member as a Qualified Municipal Constable with the Nelson Police Department, provided such member has passed the necessary exemption as required by *Police Services*, pursuant to the *Act*.
- (b) The employment of First Class Constables shall be subject to a six (6) month probationary period wherein the new member shall be assessed for suitability as a permanent member. It shall be the sole discretion of the Board as to whether or not such member(s) meet the standards of suitability for permanent employment.

Section 2 - Guidelines to Promotions

- 5.02 A Qualified Municipal Constable employed under Clause 5.01 of this Article, who meets the following criteria, shall be entitled to write such qualifying examinations as are necessary for acting in a relief supervisory capacity and promotion to a position higher than the rank of First-Class Constable:
- a) successfully completed their six (6) month probationary period and one (1) additional year of service with the Nelson Police Department, and
- b) has five (5) years continuous service at the rank of Constable or higher with a recognized Canadian Police service.
- 5.03 Promotions shall be based on ability and merit, and if ability and merit are equal between two (2) or more candidates, the seniority shall be the determining factor. A senior member who is passed over by a junior member is entitled to be given the reasons by the Chief Constable.

Section 3 – Relieving at a Higher Rated Position

- 5.04 A member who has been duly appointed to perform the duties of a higher rank shall be paid at the rate of pay set for that rank for each day or portion thereof that they perform such duty. Appointment shall be confirmed to the member affected and whenever possible the Chief Constable or their designate will confirm such appointments before the commencement of the relief duty.

5.05 A member qualified to act in a relief supervisory capacity will be appointed as an Acting Supervisor at the discretion of the N.C.O. The senior constable on duty will be appointed at the acting rank. The N.C.O. reserves the right, however, to make the appointment on the basis of ability and merit, and will assign the Acting Supervisor hours of work as they deem appropriate. No Acting Supervisor will be appointed where the N.C.O. is absent for half of a scheduled shift or any lesser portion thereof.

Section 4 – Filling of Vacancies/Postings

5.06 (a) All N.C.O. vacancies on established strength shall be filled within thirty (30) calendar days of such vacancies occurring.

Established strength may vary from time to time at the sole discretion of the Board, and for the purposes of this provision, it is understood that a vacant position is a vacant position only when and if the Board deems it so.

(b) All appointments, promotions, and dismissals shall be posted in the form of an emailed general order on the bulletin board of the Police office.

ARTICLE VI - REDUCTION OF THE WORK FORCE, LAY-OFF, RECALL AND SEVERANCE

6.01 Notification of Association

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

6.02 Notification of Members

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

6.03 Reduction in Rank

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

6.04 Health and Welfare Benefits

The Board agrees to pay its share of Health and Welfare benefits as described in Article XIII for a period of up to three (3) months for laid-off members, however, the Board shall not be required to make any such payments where a member is elsewhere employed during any such period of lay-off.

After the three (3) months period has elapsed, laid-off members may still participate in the plan(s) but the total monthly premium cost must be borne by the member concerned, paid in advance monthly, and coverage cannot continue after the final date of recall.

6.05 Recall

In recalling members who have been laid off, the following terms and conditions shall apply:

- (a) No new members shall be hired into a classification where existing members are on lay-off until those members who were laid off have been given a reasonable opportunity of recall as detailed below.
- (b) Subject to the provisions below, laid-off members shall be recalled in order of seniority, and shall retain their right to be recalled for six (6) months immediately following the date of lay-off.
- (c) Laid-off members shall be responsible for ensuring that the Board is notified of their most current mailing address and telephone number.
- (d) In recalling a laid-off member, the Board shall advise the member by telephone and/or double registered letter as required, directed to the latest mailing address provided by the member, and shall also advise the Association by copy of such letter.

- (e) A laid off member who does not respond within seven (7) calendar days of the initial attempt of the Board to contact him shall have no further right to recall and shall be deemed to have voluntarily terminated their employment.
- (f) Laid off members failing to report for work within seven (7) days of the date of receipt of notification by telephone and/or registered mail, shall be considered to have abandoned their rights to re-employment. Members required to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision, providing the Board was so notified under sub- section (e) above.

6.06 Severance Pay

Where a reduction of the force is deemed necessary by the Board any member about to be laid off may elect to:

- (a) accept termination compensation of two (2) weeks' salary for each of the first three (3) years of continuous service with the Nelson Police Department and one (1) additional week's salary for each subsequent year of continuous service up to a maximum of eight (8) weeks salary. Where a member elects to take termination compensation under this Article, the Board shall have no further obligations to such member under this Agreement; or
- (b) be placed on the recall list for the Department for six (6) months in accord with Section 6.05 of this Agreement.

6.07 Severance Package: Contracted Police Service

The Board agrees to provide a Severance Package in the event the municipal department is replaced with a contracted police force. This applies where the member, as a result of the change, has lost their job either with the Nelson Police Department or with the contracted police force. The following severance package will be provided:

“One (1) month paid wages for each year of service to a maximum of twenty-five (25) months of payment.”

This severance package is not payable if the change is as a result of a legislative action of the Province of BC or the Government of Canada.

ARTICLE VII - HOURS OF WORK

Section 1 - General

- 7.01 The regular hours of work for all members covered by this Agreement shall be based on a 2088-hour work year and as per Schedule "C" attached to this Collective Agreement.
- 7.02 (a) Except as otherwise provided, the recognized shift shall be twelve (12) consecutive hours for all members in the Patrol Division and Dispatch. Such scheduling may be varied in accordance with operational requirements, providing the member concerned, as represented by the Executive of the Association, agrees to such variations. Giving due consideration to the best interests of the Department, such agreement shall not be unreasonably denied.
- (b) Normal hours of work and scheduled shifts for N.C.O.'s, C.P.O., Detectives, Beat Constables and Constables assigned to traffic duties may be for periods of eight (8), ten (10), or twelve (12) consecutive hours, dependent on operational requirements, as determined by the Chief Constable or their designate, having consulted the association
- 7.03 No member shall be required to change scheduled shifts during a scheduled tour of duty without prior notice, except where emergency circumstances dictate.
- 7.04 All members on regular shift duty shall be rotated as per shift posting on a regular basis, as the shift schedule permits.
- 7.05 Scheduled days off shall be consecutive except where it is mutually agreed otherwise by the member and their supervisor.

Section 2 – Team Training Days

- 7.06 In addition to their regular hours of work, all members covered under this agreement must also attend two (2) non-remunerated team training days and four (4) days of team training to be remunerated at straight time annually, all of which are of eight (8) hours duration, with a provision for a meal break.
- (a) Team training days will be identified at annual leave signup each year.
- (b) Members may only be excused from these days due to illness, court, training course, or by the Chief Constable under exceptional circumstances.
- (c) Any member who, without a valid excuse, fails to attend a scheduled team training day, will have eight (8) hours deducted from their overtime bank.

- (d) Specialized team training for dispatchers may be scheduled at the discretion of the Chief or Designate.
- (e) Additional training days may be mutually agreed upon by the Chief and the Association, which will be compensated at straight-time rates.

Section 3 - Extended Tour of Duty

- 7.07 A member shall be paid at the rate of double their regular hourly rate of pay for all consecutive hours of overtime worked prior to or following their scheduled shift.
- 7.08 A member must work at least thirty (30) minutes prior to or following their shift before any overtime may be allowed or claimed. Any portion of an hour worked which follows after one (1) hour of overtime worked at the end of a shift will be deemed to be one (1) additional full hour.

Section 4 - Call-Out

- 7.09 A member who is called out on a scheduled working day, on scheduled day off or on a Statutory Holiday shall be paid at the rate of double their regular hourly rate of pay for each hour worked and shall be credited or paid as having worked a minimum of four (4) hours at that rate.
- 7.10 A member who is called out during their annual leave shall be paid either at the rate of 2 ½ times the regular hourly rate of pay for hours worked or for a minimum of twenty-four (24) hours at their hourly rate of pay for each day so called, whichever is greater.

Section 5 - Stand-By

- 7.11 A member who is ordered to stand-by shall be paid at their regular hourly rate for a minimum of three (3) hours for any time they are required to stand-by in a twenty-four (24) hour period between 12:00 midnight of any given day and 12:00 midnight of the following day. A member who is called out while on stand-by shall be paid at double their regular hourly rate of pay and shall be credited or paid as having worked a minimum of four (4) hours. The three (3) hour minimum standby pay will not be credited in the event the member is called out prior to three (3) hours elapsing. The member, in these cases, will be credited with the actual standby time of the affected period.

Section 6 - Escorts/Investigations

7.12 A member who is required to conduct escorts or investigations outside the City of Nelson shall be paid at their regular daily rate. If any overtime is incurred while an Officer is engaged in such duty, Sections 7.07 and 7.08 of this Article will apply upon submission by the member concerned of satisfactory evidence that the overtime incurred was required.

Section 7 - Court Time

7.13 A member who is required to attend court when they are off duty shall be paid on the following basis:

(a) Attendance while on night shift

- First appearance at eight (8) hours at regular hourly rate of pay
- Second appearance at four (4) hours at regular hourly rate of pay

(b) Attendance while on day off

- First appearance at eight (8) hours at regular hourly rate of pay
- Second appearance at six (6) hours at regular hourly rate of pay

(c) Attendance while on annual leave

- Twenty (20) hours at the regular hourly rate of pay for each day or part of a day of required attendance.

7.14 The morning session shall be ended when the presiding Adjudicator, Official, Justice or Judge calls an adjournment for lunch or completes the list prior to the adjournment for lunch.

7.15 A member who is required to attend a morning session of the court and to remain in attendance in that court after 1:00 p.m., but is not required for an afternoon session on the same day shall receive one (1) hour's pay at their regular hourly rate of pay in addition to any other remuneration to which they are entitled under this Section.

7.16 (a) When a member has been scheduled to attend court during their scheduled day off is subsequently advised that their attendance is not required, the following conditions shall apply:

- (i) If notified within one (1) hour of the time scheduled for court duty, the member shall receive pay in accordance with Clause 7.13 (b) of this Section.
- (ii) If notified prior to one (1) hour and within ten (10) hours of the time scheduled for court duty, the member shall receive pay equivalent to

one-half (1/2) of the minimum time specified in Clause 7.13 (b) of this Section.

- (b) The provisions of Clause (i) and (ii) above shall not apply if:
 - (i) The member is notified prior to ten (10) hours before the time schedule for court duty;
 - (ii) The member was required to attend court that day on a matter other than for which their attendance is no longer required.

For the purposes of Clause 7.16 herein, scheduled days off shall be deemed to commence forthwith upon completion of a regular weekly tour of duty and shall be deemed to end upon commencement of the next regular weekly tour of duty.

- 7.17 (a) A member who has been scheduled to attend court during their annual vacation and is not required to do so, shall receive pay equivalent to one-half (1/2) the minimum time specified in Clause 7.13 (c) of this Section unless the member is advised prior to the commencement of their annual vacation that their attendance will not be required.
- (b) For the purposes of this Clause, annual vacation shall be deemed to commence forthwith upon completion of the last regular tour of duty prior to the annual vacation and shall be deemed to end upon commencement of the first regular daily tour of duty following completion of such annual vacation.

Section 8 - Overtime Book

- 7.18 All overtime, call-out time and court time shall be recorded in an overtime book. The maximum accumulation recorded in the overtime book at any given time will be seventy-two (72) hours per member, per calendar year. Overtime accumulations shall be recorded based on the rate they are earned.

A member may elect to receive all or any portion of their accumulated time in the overtime book as pay or as time off, provided that such member has given twenty-four (24) hours' notice of their intention to take such time off and provided that sufficient manpower is available to cover his/her vacated shift.

- 7.19 A member may only carry forward forty-eight (48) hours in their overtime book into the next calendar year and will be paid out for any hours in excess. A member may book excess hours as leave in the following calendar year, but must make this request before December 31st of the year accrued, prior to the carry forward.

Section 9- Declared State of Emergency

- 7.20 In the event of a Declared State of Local Emergency, pursuant to the Emergency Program Act the Chief Constable may direct the operations of the Department for so long as a State of Emergency or State of Local Emergency prevails without regard to any limitations imposed by any provision of the Collective Agreement. All time worked by a member in response shall be paid at the member’s regular hourly rate of pay.
- 7.21 If a Provincial Emergency Program (PEP) number is assigned to the City of Nelson, member wages that are beyond regularly scheduled work (extended tour and/or call-outs) for duties associated to the emergency response will only be taken in pay as the provincial government will only reimburse the Employer if the compensation is taken in pay.

ARTICLE VIII - ANNUAL VACATION AND STATUTORY HOLIDAYS

Section 1 - Annual Leave

- 8.01 (a) Members are entitled to annual leave with pay as follows:

<u>Number of Years of Completed Service</u>	<u>Number of Working Hours Vacation With Pay</u>
1 - 2	96 Hours
3 - 9	144 Hours
10 - 19	192 Hours
20 or more years	240 Hours

Accumulation of annual leave shall be based on an accrual method per pay period based on the member’s anniversary date. The accrual rate will be commensurate with the benefit entitlement such that the member will have accrued the requisite hours outlined above upon the anniversary date which follows.

Irrespective of the amount of annual leave hours earned, a member shall not be entitled to annual leave in excess of the prescribed amounts prior to completing the requisite service.

Any member terminating employment with the Nelson Police during an increment year, e.g.: between year two (2) and year three (3), between year nine (9) and year ten (10) and between year nineteen (19) and twenty (20), will have their accrual rate adjusted down to correspond with their last year of completed service.

Any new member may, at the discretion of the Chief, receive recognition for some or all previous employment service with another Police Department. Such recognition of service shall be for the determinant of vacation entitlement.

Section 2 - Statutory Holidays

8.02 All members covered by this Agreement shall have an equivalent working day off in lieu of each of the 13 Statutory holidays.

8.03 Members who commence their shift on Christmas Day and New Year's Day will be compensated with half a shift in their overtime bank for working these Statutory Holidays. These hours are banked time and not paid duty.

ARTICLE IX - SICK LEAVE

Section 1 - Sick Leave Defined

9.01 Sick leave means the period of time a member is permitted to be absent from work with full pay because of sickness, disability or because of an accident for which compensation is not payable under the Workers' Compensation Act.

Section 2 – Accumulation & Family Sick Leave

9.02 All members who have three (3) continuous months of service shall be entitled to accumulate sick leave credit with pay at the rate of one (1) day per month to a maximum of 1400 hours. Employees shall be allowed up to 2 working days per year from the employee's sick leave bank accumulated under this section to care for a sick child, spouse, father or mother of the employee who is solely dependent on the employee for care at the time leave is requested.

Section 3 - Proof of Sickness

9.03 A member who has been absent for three (3) consecutive days on sick leave may be required upon the written request of the Chief Constable or their designate to produce a certificate from a duly qualified medical practitioner for any illness. Said certificate is in the form provided by the Board and must state that the member is unable to carry out their duties due to illness. In the event management can demonstrate a legitimate reason, the three-day requirement will be waived.

Section 4 - Sickness While on Duty

9.04 Any member compelled to report off duty for sickness occurring while on shift will be deemed to have completed their tour of duty if one-half (1/2) of the shift has been completed. When reporting off duty prior to completion of one-half (1/2) of their shift, one-half (1/2) day will be deducted from the sick leave credits.

Section 5 - Partially Disabled Due to Injury on Duty

9.05 In the event that a member is partially disabled and deemed unsuitable to provide the regular duties as a result of injury received while on duty, the Board shall make every reasonable effort to find employment for said member in the Nelson Police Department or elsewhere in the Municipal services at their current hourly rate of pay.

Section 6 - Workers' Compensation

9.06 Any member compelled to report off duty for injury while on shift will be deemed to have completed their tour of duty if one-half (1/2) or more of the regular shift has been completed. When reporting off duty prior to completion of one-half (1/2) of their shift, one-half (1/2) day will be deducted from the member's sick leave credits. This provision only applies where the Workers' Compensation Board does not compensate for the first day of accident.

Section 7 - Full Salary on Compensation

9.07 A member unable to work by reason of injury suffered while on duty and where such injury is compensated under the *Workers' Compensation Act*, shall receive from the Board, full pay for the period of total incapacity. The Board shall receive the proceeds from the Workers' Compensation Board and deduct the difference between normal pay and the amount received from the injured member's sick leave bank. The Board may extend the period of total incapacity or waive deductions from the sick leave bank as it deems appropriate, upon application by the injured member.

Section 8 - Pay Out of Sick Leave on Resignation or Retirement

9.08 (a) Members hired prior to January 1, 2017 shall upon retirement, pursuant to the provisions of the *Pensions (Municipal) Act* become eligible for and receive at the member's current rate of pay the following percentage of their accumulated sick leave on the following scale:

After five (5) years of service, twenty percent (20%) and an additional two percent (2%) per year up to December 31, 2005 and one percent (1%) per year thereafter to a maximum of one thousand, one thousand four hundred (1400) hours.

(b) Those employees exceeding one thousand four hundred (1400) hours at the time of ratification shall have that sick bank accrual total recognized as their maximum (grandfathered total) for the purpose of calculating the retirement allowance.

ARTICLE X - LEAVE OF ABSENCE

Section 1 - Leave of Absence for Association Representatives

10.01 Any member of the Association appointed to attend to Association business may be granted leave of absence without pay and without loss of seniority upon request to the Chief Constable. Wherever possible the Association will give three (3) days notice in writing of the intended absence from work.

10.02 Collective Bargaining and Association Leave without Pay

The Board agrees that representatives of the Association may be granted leave to meet with the Board in order to carry on negotiations or with respect to a grievance, and where leave is so granted, such leave will be without pay.

10.03 Association Leave With Pay

Leave of absence with pay shall be granted, subject to operational requirements, to not more than two (2) members, elected or appointed to represent the Association at Association conventions. Such times shall not exceed a total of eight (8) working-days in any one (1) year. Requests for leave of absence under this clause shall be submitted in writing at least fourteen (14) days prior to the convention.

Section 2 - Compassionate Leave

- 10.04 (a) In the case of the death of a parent, guardian, spouse common-law spouse, brother, sister, child, grandchild, grandparent, grandparent of spouse, mother-in-law, or father-in-law, a member shall be granted leave of absence without loss of pay on the following basis:
- (i) where such death occurs within the boundaries of the Regional District of Central Kootenay and the Regional District of Kootenay Boundary, such leave shall be three (3) days;
 - (ii) where such death occurs outside the boundaries of the Regional District of Central Kootenay and the Regional District of Kootenay Boundary, one (1) additional day shall be granted, where the member attends the funeral.
- b) One-half (1/2) day without loss of pay shall be granted to enable members to attend a funeral as a pallbearer, provided such member has the approval of a Supervisor. Pallbearer leave shall not be granted in addition to compassionate leave.

Section 3 - Maternity and Parental Leave

10.05 Length of Leave

(i) Maternity Leave

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

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

(ii) Parental Leave

A member who is the non-birth parent, including the adoptive parent shall be entitled to parental leave without pay as set out in the Employment Standards Act. The member shall take the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the member.

(iii) Maximum Allowable Leave

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be seventy-eight (78) continuous weeks plus any additional leave pursuant to the Employments Standards Act of BC.

10.06 Notice Requirements and Commencement of Leave

- (i) A member who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (ii) A member shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the member shall provide as much notice as possible).
- (iii) A member on maternity leave or parental leave shall provide four (4) weeks notice prior to the date the member intends to return to work.
- (iv) A member who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the member is able to return to work.
- (v) Where a pregnant member gives birth before requesting maternity leave or because commencing maternity leave, the maternity leave will be deemed to have started on the date of the birth.

10.07 Return to Work

On resuming employment, a member shall be reinstated to their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation time off work shall be granted in accordance with the duration of the leave. However, vacation allotment shall be pro-rated for the period of time the employee received Supplemental Employment Insurance Plan payments of Article 12.11 (f) only. A member may elect not to take that portion of vacation which is unpaid.

10.08 Sick Leave

- (i) A member on maternity leave or parental leave shall not be entitled to sick leave or the accrual of sick leave time credits during the period of leave.
- (ii) Notwithstanding article 12.11 (d) (i)), a member on maternity leave or parental leave who has notified the Employer of their intention to return to work pursuant to article 12.11 (b)(iv) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy shall be entitled to sick leave benefits commencing on the first day on which the member would otherwise have returned to work. If a member intends to return to work at a time that is earlier than the originally requested leave period, the Board has the right to deny this request if the member is not fit for duty. In this case, the member will not be eligible for sick leave until the end of the original leave period.

10.09 Benefits

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

10.10 Supplemental Employment Insurance Benefit Plan

- (i) Pregnant mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive Supplemental EI Plan payments.

- (ii) Subject to the approval of the Employment Insurance Commission non-birthing parents who, due to the death or total disability of the birthing parent, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive Supplemental EI Plan payments.
- (iii) The Plan is intended to supplement the Employment Insurance benefits received by members while they are temporarily unable to work as a result of giving birth or as provided for in clause (i) or (ii) above.
- (iv) The Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by a member and ninety percent (90%) of their gross weekly earnings for the first seventeen weeks of leave.
- (v) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations specifically that when combined with a member's weekly Employment Insurance benefit the payment will not exceed the claimant's normal weekly earnings from employment and an employees accumulated leave credits will not be reduced.

10.11 Repayment

In the event the member leaves within two years of the return to work from a maternity leave the amount of the maternity leave top-up funded by the Board will be fully repaid by the member prior to such departure from the Board.

ARTICLE XII - GENERAL PROVISIONS

Section 1 - Clothing Allowance

- 11.01 Clothing shall be issued as set out in Schedule "B" of this Agreement.
- 11.02 All members engaged in plain clothes duty shall be paid the sum of eighty-nine dollars and seventeen cents (\$89.17) per month in lieu of clothing allowance listed in Schedule "B" and all members engaged temporarily in plain clothes duty shall be paid the sum of four dollars and five cents (\$4.05) for each day of such plain clothes duty.
- 11.03 Members receiving clothing are required to keep the issued clothing in good condition and repair. It is the responsibility of the members to ensure that shirts soiled in the normal course of police duties are washed, cleaned, ironed and dry cleaned as required at the expense of the members. It is the responsibility of the Board to ensure that all other clothing soiled or damaged in the course of police duties is cleaned and repaired as required at the expense of the Board.

Section 2 - Off Duty Employment

- 11.04 A member desiring to engage in alternative employment, business or other activities involving remuneration during off-duty hours shall first receive permission from the Chief Constable.

Section 3 - Miscellaneous Matters

11.05 Hepatitis B Inoculations

The Board agrees to provide a vaccination program for Hepatitis B at no cost to the members of the bargaining unit.

11.06 Field Trainer Compensation

Where a member is assigned to train recruits hired under the provisions of Section 4.01, the member's rate of pay shall be increased by **seven and one-half (7.5%)** percent of First-Class Constable rate of pay.

11.07 Dog Handler's Allowance

A member who has been designated by the Chief Constable as a "Dog handler" for the Department shall receive an allowance of one hundred dollars (\$100.00) per month in addition to their regular salary.

11.08 Out of Town Travel

Members will be reimbursed for expenses incurred as a result of out-of-town travel in accordance with City of Nelson Policy.

ARTICLE XIII - BENEFITS AND HEALTH CARE PLANS

Section 1 - Pensions (Municipal)

12.01 The provisions of the *Pensions (Municipal) Act* and the *Canada Pension Act* shall apply as provided by law.

- (a) All employees shall be covered by the provisions of the Public Sector Pension Plans Act and enrolled as Group 5 employees effective pay period 1, 2017. Such coverage shall be subject to the Municipal Pension Plan rules, as amended from time to time under the Municipal Pension Plan Joint Trust Agreement and pursuant to the authority of the Public Sector Pensions Plans Act.

Section 2 - B.C. Medical Service Plan

12.02 The Board will pay one hundred percent (100%) of the premium costs of the basic British Columbia Medical Service Plan.

Section 3 - Extended Health Care Plan

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

- (a) **Vision Care:** coverage to provide for the purchase of corrective lenses and frames, corrective sunglass lenses and frames, or contact lenses to a maximum payable amount of five hundred dollars (\$500.00) per person in any two (2) calendar year period.
- (b) **Eye Examinations:** charges for routine eye examinations every two (2) calendar years, per member, spouse and dependent children to age 25, providing the child is covered under the member's extended health benefits, to a maximum of one hundred and twenty-five dollars (\$125.00) each when performed by a Physician or legally authorized optical provider.
- (c) **Hearing Aid Care:** Hearing aids for adults (up to age 65) and children when prescribed by a certified Ear, Eye, Nose and Throat specialist; up to seven hundred dollars (\$700.00) per person in a five (5) calendar year period.
- (d) **Practitioners:** the maximum amount of three thousand dollars (3,000.00) per calendar year for combined services received from Chiropractic, Physiotherapy, Massage Practitioner, Acupuncture and Naturopathic services.

- (e) The extended Health Care deductible shall be seventy-five dollars (\$75.00) per year.
- (f) The monthly premiums for the Extended Health Care Plan shall be paid 100% by the Board.
- (g) **Psychological Health Plan:** the maximum amount per calendar year is four thousand (\$4,000.00) dollars. The premium shall be shared on a fifteen/eighty-five (15/85) basis between the member and the Board. This plan shall be confidential.

Section 4 - Group Life Insurance Plan

12.04 The Association shall maintain a Group Life Insurance Plan for members which shall provide a minimum group life insurance coverage on the basis of one hundred and fifty percent (150%) of the member's current annual salary, calculated to the next highest \$1,000.00. The Association shall pay one hundred percent (100%) of the monthly premium cost of the plan which will be contributed by the members through payroll deductions. The Association has the responsibility of enrolling all eligible members and providing the Board with the necessary information to collect and submit the premiums.

Section 5 - Accidental Death and Dismemberment

12.05 The Association will maintain an Accidental Death and Dismemberment (AD&D) Plan providing a minimum coverage of thirty thousand dollars (\$30,000.00) per member. The Association will pay one hundred percent (100%) of the premium costs of the plan which will be contributed by the members through payroll deductions. The Association has the responsibility of enrolling all eligible members and providing the Board with the necessary information to collect and submit the premiums.

Section 6 - Insurance Policy of \$350,000.00 Per Member and Indemnification

12.06 The Association shall maintain a special life insurance plan, in the amount of three hundred fifty thousand dollars (\$350,000.00) for the purpose of offering income protection to members' dependants should a member be killed while in the employment of the Nelson Police Department. In the event that death occurs as above, the insurance shall be paid into the estate of the deceased. The Association will pay one hundred percent (100%) of the premium costs of the plan which will be contributed by the members through payroll deductions. The Association has the

responsibility of enrolling all eligible members and providing the Board with the necessary information to collect and submit the premiums.

Section 7 - Dental Plan

12.07 All eligible members shall be provided with a Dental Plan benefit consisting of:

- 100% Basic Plan A – Basic Dental
- 70% Basic Plan B – Major Dental
- 65% Basic Plan C – Orthodontic

The Board shall contribute one hundred percent (100%) of the monthly premium costs.

12.08 Long-Term Disability

- (a) All eligible members shall be enrolled in the Long-Term Disability Plan by the Association, which is one hundred percent (100%) member paid. While on long-term disability a member shall continue to accrue seniority and benefits, excluding sick leave, for a period of up to two (2) years.
- (b) The Board agrees to pay a member's medical and dental premiums while the member is on Long Term Disability (LTD).

12.09 Employee Family Assistance Program (EFAP)

The Board will provide an Employment and Family Assistance Program (EFAP) at no cost to the members.

ARTICLE XIV - WAGES

13.01 Schedule of Pay Increments

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

13.02 Shift Differential

A member who works between 1800 hours and 0600 hours on any day shall be paid a shift differential premium of one dollar and twenty-five cents (\$1.25) per hour for all time that the member is required to work during that period.

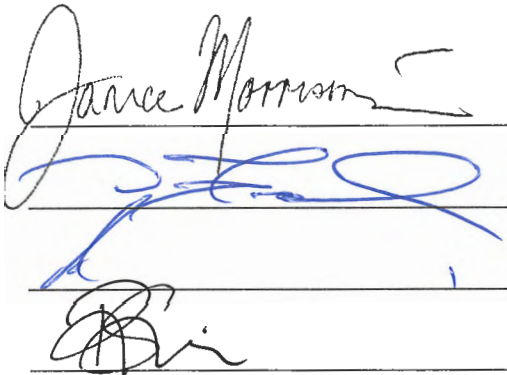
It is understood that shift differential does not apply to any overtime worked.

ARTICLE XV - TERM OF AGREEMENT

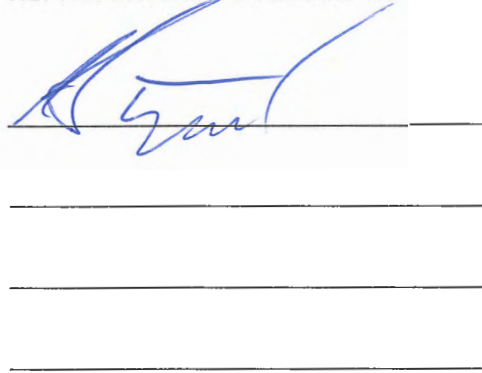
14.01 This Agreement shall be in full force and effect from January 01, 2020 to June 30th, 2025. This Agreement to remain in effect after June 30th, 2025, from year to year unless either Party gives written notice to terminate or re-negotiate this Agreement, such written notice to be given not more than sixty (60) days prior to the expiry date of this or any following term. It is understood that both Parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf,
this 11 day of August, 2023 A.D.

SIGNED ON BEHALF OF:
THE NELSON POLICE BOARD



SIGNED ON BEHALF OF:
THE NELSON POLICE ASSOCIATION
REPRESENTING AFFECTED MEMBERS



SCHEDULE "A"

SCHEDULE A													
POSITION		01-Jan-20	01-Jul-20	01-Jan-21	01-Jul-21	01-Jan-22	01-Jul-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	30-Jun-25
		1.25%	1.25%	1.25%	1.25%	1.25%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
5th Class (Probationary)	70%	\$ 68,451.07	\$ 69,306.71	\$ 70,173.04	\$ 71,050.20	\$ 71,938.33	\$ 73,017.41	\$ 74,112.67	\$ 75,224.36	\$ 76,352.72	\$ 77,498.01	\$ 78,660.48	\$ 79,840.39
4th Class (Probationary)	75%	\$ 73,340.43	\$ 74,257.19	\$ 75,185.40	\$ 76,125.22	\$ 77,076.78	\$ 78,232.93	\$ 79,406.43	\$ 80,597.53	\$ 81,806.49	\$ 83,033.59	\$ 84,279.09	\$ 85,543.28
3rd Class Constable	80%	\$ 78,229.79	\$ 79,207.66	\$ 80,197.76	\$ 81,200.23	\$ 82,215.24	\$ 83,448.46	\$ 84,700.19	\$ 85,970.69	\$ 87,260.25	\$ 88,569.16	\$ 89,897.69	\$ 91,246.16
2nd Class Constable	90%	\$ 88,008.52	\$ 89,108.62	\$ 90,222.48	\$ 91,350.26	\$ 92,492.14	\$ 93,879.52	\$ 95,287.71	\$ 96,717.07	\$ 98,167.79	\$ 99,640.30	\$101,134.91	\$102,651.93
1st Class Constable	100%	\$ 97,787.24	\$ 99,009.58	\$100,247.20	\$101,500.29	\$102,769.04	\$ 104,310.58	\$105,875.24	\$107,463.37	\$109,075.32	\$110,711.45	\$112,372.12	\$114,057.70
1st Class - 10 Year Qualified	105%	\$ 102,676.60	\$ 103,960.06	\$105,259.56	\$106,575.30	\$107,907.50	\$ 109,526.11	\$111,169.00	\$112,836.54	\$114,529.08	\$116,247.02	\$117,990.72	\$119,760.59
1st Class - 15 Year Qualified	107.5%	\$ 105,121.28	\$ 106,435.30	\$107,765.74	\$109,112.81	\$110,476.72	\$ 112,133.87	\$113,815.88	\$115,523.12	\$117,255.97	\$119,014.81	\$120,800.03	\$122,612.03
1st Class - 20 Year Qualified	110%	\$ 107,565.96	\$ 108,910.54	\$110,271.92	\$111,650.32	\$113,045.95	\$ 114,741.64	\$116,462.76	\$118,209.70	\$119,982.85	\$121,782.59	\$123,609.33	\$125,463.47
GIS Detective	5% premium on current rank												
Corporal Step 1 (years 1-2)	112.5%	\$ 110,010.64	\$ 111,385.78	\$112,778.10	\$114,187.83	\$115,615.17	\$ 117,349.40	\$119,109.64	\$120,896.29	\$122,709.73	\$124,550.38	\$126,418.63	\$128,314.91
Corporal Step 2 (years 3+)	115%	\$ 112,455.33	\$ 113,861.02	\$115,284.28	\$116,725.33	\$118,184.40	\$ 119,957.17	\$121,756.52	\$123,582.87	\$125,436.61	\$127,318.16	\$129,227.94	\$131,166.36
Sergeant Step 1 (years 1-2)	120%	\$ 117,344.69	\$ 118,811.50	\$120,296.64	\$121,800.35	\$123,322.85	\$ 125,172.70	\$127,050.29	\$128,956.04	\$130,890.38	\$132,853.74	\$134,846.54	\$136,869.24
Sergeant Step 2 (years 3+)	125.5%	\$ 122,722.99	\$ 124,257.02	\$125,810.24	\$127,382.86	\$128,975.15	\$ 130,909.78	\$132,873.42	\$134,866.53	\$136,889.52	\$138,942.87	\$141,027.01	\$143,142.41
Staff Sergeant Step 1 (years 1-2)	130%	\$ 127,123.41	\$ 128,712.45	\$130,321.36	\$131,950.38	\$133,599.76	\$ 135,603.75	\$137,637.81	\$139,702.38	\$141,797.91	\$143,924.88	\$146,083.75	\$148,275.01
Staff Sergeant Step 2 (years 3+)	135%	\$ 132,012.77	\$ 133,662.93	\$135,333.72	\$137,025.39	\$138,738.21	\$ 140,819.28	\$142,931.57	\$145,075.55	\$147,251.68	\$149,460.45	\$151,702.36	\$153,977.90
Relief Dispatch	64%	\$ 62,583.83	\$ 63,366.13	\$ 64,158.21	\$ 64,960.19	\$ 65,772.19	\$ 66,758.77	\$ 67,760.15	\$ 68,776.55	\$ 69,808.20	\$ 70,855.33	\$ 71,918.16	\$ 72,996.93
Dispatch Level I	72%	\$ 70,406.81	\$ 71,286.90	\$ 72,177.98	\$ 73,080.21	\$ 73,993.71	\$ 75,103.62	\$ 76,230.17	\$ 77,373.62	\$ 78,534.23	\$ 79,712.24	\$ 80,907.93	\$ 82,121.54
Dispatch Level II	74%	\$ 72,362.56	\$ 73,267.09	\$ 74,182.93	\$ 75,110.21	\$ 76,049.09	\$ 77,189.83	\$ 78,347.68	\$ 79,522.89	\$ 80,715.73	\$ 81,926.47	\$ 83,155.37	\$ 84,402.70
Dispatch Level III	76%	\$ 74,318.30	\$ 75,247.28	\$ 76,187.87	\$ 77,140.22	\$ 78,104.47	\$ 79,276.04	\$ 80,465.18	\$ 81,672.16	\$ 82,897.24	\$ 84,140.70	\$ 85,402.81	\$ 86,683.85
Dispatch Level IV	80%	\$ 78,229.79	\$ 79,207.66	\$ 80,197.76	\$ 81,200.23	\$ 82,215.24	\$ 83,448.46	\$ 84,700.19	\$ 85,970.69	\$ 87,260.25	\$ 88,569.16	\$ 89,897.69	\$ 91,246.16

Notes:

Acting NCO positions

Members fulfilling an Acting NCO position will be paid at Step 1 of the rate for that applicable position. In the event a member is successful in obtaining a promotion into an NCO position, acting time in that position, that was for a period of at least three (3) consecutive months within the previous twelve (12) months prior to the promotion, will be credited as time worked in that position. In the event a member is fulfilling an acting NCO position prior to being promoted into that position, without any break in service in that position, this time will be credited as time worked in that position.

Relief Dispatch

- Relief Dispatchers will be entitled to 12% pay in lieu of benefits
- Hours of work will vary between 2 and 12 hours per shift
- Relief Dispatchers will not be entitled to accrue seniority
- The use of Relief Dispatchers will be at the discretion of the Chief Constable
- Relief Dispatch employees are not entitled to any other provision of the Collective Agreement with the exception of Articles 1, 2, and 3.

SCHEDULE "B"

Every newly engaged uniformed member shall receive the following issue of kit and clothing as soon as is practicable:

Scale A

Boots, Congress	1 pair
Gloves, black leather, unlined	1 pair
Gloves, black leather, lined	1 pair
Shirts - long or short sleeve at members request	4
Socks, black	4 pairs
Ties, neck, black.....	1
Trousers - summer or winter weight at member's request.....	2 pairs

Uniformed members shall receive items of Scale A yearly thereafter except that the issue of gloves shall be reduced to one (1) of either lined or unlined. Boots may be repaired once at the discretion of the Chief Constable or their designate during each calendar year. Repair/replacement of dress/uniform will be at the discretion of the Chief Constable.

Scale B

Endurance Period

Badges, cap.....	1	Indefinite
Badges, crossed revolver (upon qualification)	2	Indefinite
Badges, St. John Ambulance (upon qualification).....	2	Indefinite
Belts, leather, garrison, black.....	1	3 yrs. min.
Belts, c/w holster & pouch, black.....	1	Indefinite
Caps, blue top.....	1	Indefinite
Caps, winter, fur	1	3 yrs. min.
Chevrons, Sgt. (upon promotion).....	2	Indefinite
Chevrons, Shirt, Sgt. (upon promotion)	2	Indefinite
Coats, Rain, reversible.....	1	3 yrs. min.
Handcuffs, Peerless or similar	1	Indefinite
HOLDERS, I.D. Card & Badge	1	Indefinite
Lanyards, braided, white or N.C.O.	1	Indefinite
Pistol, Glock Model 22 .40 Calibre c/w 3 magazines.....	1	
Body Armour	1	5 yrs.

Items in Scale B shall be replaced according to need as approved by the Chief Constable and shall be replaced on an exchange basis after inspection by the Chief Constable or designate. The last issue of Scale B items shall remain the property of the Board.

A Uniform Committee will be established comprising of up to three (3) members from the Association and up to three (3) members from Management. The Uniform committee will examine uniform issue, standardization and distribution and may recommend changes to Schedule "B" during the term of the Agreement.

SCHEDULE "C"

HOURS OF WORK

With respect to Article VII – Hours of Work, and subject to the exceptions detailed in Section 7.02:

- (a) The recognized shift shall be from 0630 hours to 1830 and 1830 hours to 0630 hours in the case of Constables in the patrol division;

And

- (b) The recognized shift shall be from 0600 hours to 1800 hours and 1800 hours to 0600 hours in the case of dispatchers.

LETTER OF UNDERSTANDING # 1

BETWEEN

**THE NELSON POLICE BOARD
(hereinafter called "The Board")**

AND

**THE NELSON POLICE ASSOCIATION
(hereinafter called "The Association")**

RE: EMPLOYEE BENEFITS

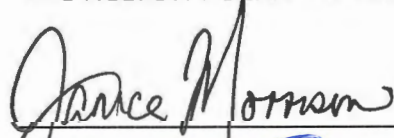
The parties have agreed to engage a benefit consultant and the Employer has agreed to give permission to the Police Board's carrier, Manulife, to release such information to the benefits consultant as is necessary to develop a minimum of two options to improve the benefit package of the Board to align with other BC Municipal Police Departments in British Columbia. In addition to the current premiums that are being paid by the Board, the Association agrees to self-insure the AD&D and Life Insurance plans and use these savings for benefit improvements. The Board will contribute an additional \$12,500 in the first year (2023) to make these improvements. The Board agrees to fund the new premiums that are the result of these changes to benefits on an ongoing basis.

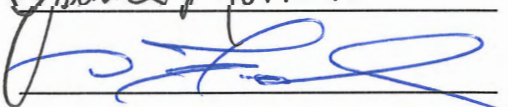
In the event that the new benefit plan is not adopted by February 28th, 2023 an additional \$1,000 per month will be paid to the Association. The Association will distribute these funds to members to cover health care costs.

Once the new plans are in place the applicable clauses of ARTICLE XIII - BENEFITS AND HEALTH CARE PLANS of the Collective agreement will be amended to include these changes, including deleting clauses 12.04; 12.05; and 12.06.

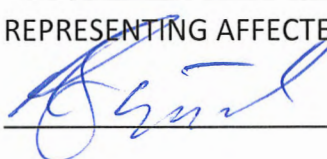
IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf,
this 11 day of August, 2023 A.D.

SIGNED ON BEHALF OF:
THE NELSON POLICE BOARD





SIGNED ON BEHALF OF:
THE NELSON POLICE ASSOCIATION
REPRESENTING AFFECTED MEMBERS



**ADDENDUM TO
LETTER OF UNDERSTANDING # 1**

BETWEEN

**THE NELSON POLICE BOARD
(hereinafter called "The Board")**

AND


**THE NELSON POLICE ASSOCIATION
(hereinafter called "The Association")**

RE: EMPLOYEE BENEFITS

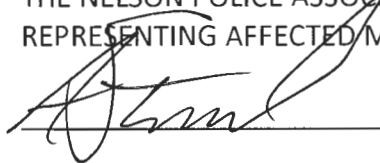
The Board and The Association, through this Addendum to Letter of Understanding mutually agree that the terms and conditions set out in Letter of Understanding #1 of the Collective Agreement have been satisfied through the adoption of a new benefit plan. Per LOU #1, the existing Article XIII – BENEFITS AND HEALTHCARE PLANS shall be replaced with the appended Article XIII – BENEFITS AND HEALTHCARE PLANS.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf,
this 01 day of May, 2024 A.D.

SIGNED ON BEHALF OF:
THE NELSON POLICE BOARD



SIGNED ON BEHALF OF:
THE NELSON POLICE ASSOCIATION
REPRESENTING AFFECTED MEMBERS



LETTER OF UNDERSTANDING #2

BETWEEN

**THE NELSON POLICE BOARD
(hereinafter called "The Board")**

AND

**THE NELSON POLICE ASSOCIATION
(hereinafter called "The Association")**

RE: SENIOR CONSTABLE POSITION

The following 1st Class Constables shall receive a base rate of 115% of the First-Class Constable rate of pay conditional on the constable having successfully passed the Sergeant's Qualifying exam within the previous three (3) years and the constable has attended all of the "off-duty training days" or approved alternative training days annually.

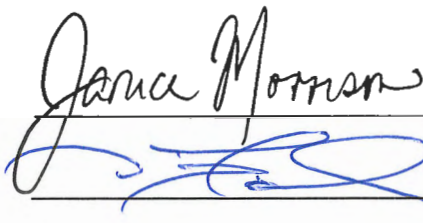
Constable S. Zukowski

Constable M. Caldwell

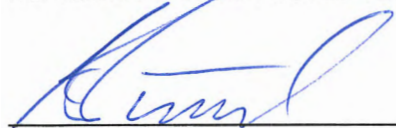
Constable J. Antsey

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf,
this 11 day of August, 2023 A.D.

SIGNED ON BEHALF OF:
THE NELSON POLICE BOARD



SIGNED ON BEHALF OF:
THE NELSON POLICE ASSOCIATION
REPRESENTING AFFECTED MEMBERS



LETTER OF UNDERSTANDING #3

BETWEEN

**THE NELSON POLICE BOARD
(hereinafter called "The Board")**

AND

**THE NELSON POLICE ASSOCIATION
(hereinafter called "The Association")**

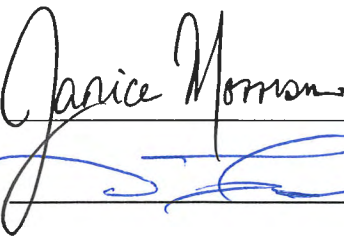
RE: WORKSAFE TOP-UP/SICK LEAVE

The parties agree to form a committee to explore solutions to the impact of WorkSafe Top-up on sick leave banks. Recommendation will be developed within 6 months of the ratification of this Collective Bargaining Agreement, which will include a minimum of 1 meeting per month in order to ensure the matter is explored in a timely fashion.

Notwithstanding Article 9.02, full-time employees will be credited with 100 hours of sick leave insurance credits commencing on the first day of service. Employees will start to accrue additional sick leave credits after the completion of one full year of service in accordance with article 9.02.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf,
this 11 day of August, 2023 A.D.

SIGNED ON BEHALF OF:
THE NELSON POLICE BOARD



SIGNED ON BEHALF OF:
THE NELSON POLICE ASSOCIATION
REPRESENTING AFFECTED MEMBERS

