

2020-2022

COLLECTIVE AGREEMENT

between

THE NEW WESTMINSTER MUNICIPAL POLICE BOARD

and

THE NEW WESTMINSTER POLICE OFFICERS' ASSOCIATION

2020-2022
 COLLECTIVE AGREEMENT
 BETWEEN
THE NEW WESTMINSTER MUNICIPAL POLICE BOARD
 AND
THE NEW WESTMINSTER POLICE OFFICERS' ASSOCIATION

I N D E X

<u>CLAUSE</u>		<u>PAGE</u>
1.	<u>COVERAGE</u>	1
2.	<u>DEFINITIONS</u>	1
3.	<u>TERM OF AGREEMENT</u>	2
4.	<u>ASSOCIATION MEMBERSHIP AND DUES</u>	2
5.	<u>WORKING CONDITIONS</u>	3
	5.1 Hours of Work.....	3
	(a) Compressed Work Week	3
	(b) All Other Members	3
	(c) Weekly Leave	3
	(d) Meal Periods and Coffee Breaks	3
	5.2 Promotional Policy	3
	5.3 Seniority	4
	5.4 Probation	4
	5.5 Increments	5
	5.6 Method of Pay	6
	5.7 Assessment Following Damage to or Loss of Board Property by a Member	6
	5.8 Notice of Legal Proceedings.....	6
	5.9 Training Course Transportation	6
	5.10 Residence Privileges.....	7
	5.11 Bereavement Leave	7
	5.12 Re-enlistment.....	7
	5.13 Leave of Absence	8
	5.14 Probation on Promotion	8
	5.15 Training Days.....	9
6.	<u>REMUNERATION</u>	9
	6.1 Pay.....	9
	6.2 Acting Pay.....	9
	6.3 Clothing Allowance	9

INDEX (cont'd)

<u>CLAUSE</u>		<u>PAGE</u>
6.	<u>REMUNERATION (cont'd)</u>	
6.4	Dry Cleaning Allowance	10
6.5	Shift Differential	10
6.6	Overtime	10
6.7	Court Time and Denotification	11
6.8	Callout	15
6.9	Investigative Phone Calls	16
6.10	Application of Court Time and Callout Premiums During Annual Leave and Statutory Holiday Leave	16
6.11	Standby	17
6.12	Shift Change	17
6.13	Cancellation of Leaves	18
7.	<u>ANNUAL LEAVES AND STATUTORY HOLIDAYS</u>	18
7.1	Annual Leaves	18
7.2	Annual Leave Deferment	19
7.3	Annual Leave Upon Retirement	19
7.4	Annual Leave Pay Adjustments	20
7.5	Statutory Holidays	20
7.6	Supplementary Annual Leave	21
7.7	21
8.	<u>BENEFITS</u>	21
8.1	Extended Health Benefits Plan	21
8.2	Dental Plan	22
8.3	Same Sex Benefit Coverage	22
8.4	Sick Leave Plan	22
8.5	Gratuity Plan	23
	(a) Accumulation	23
	(b) Deductions	24
	(c) Payment	24
8.6	Income Continuance Recovery	24
8.7	Workers' Compensation	25
8.8	Group Life Insurance	25
8.9	Pension Plan	25
8.10	Benefit Plan Administration	26
8.11	Maternity and Parental Leave	26
8.12	Dependents' Compensation	30
9.	<u>INDEMNIFICATION OF MEMBERS</u>	33
10.	<u>ABSENCE FROM DUTY OF ASSOCIATION OFFICIALS</u>	36
11.	<u>GRIEVANCE PROCEDURE</u>	36
11.1	Grievances	36

INDEX (cont'd)

<u>CLAUSE</u>		<u>PAGE</u>
12.	<u>WRONGFUL DISMISSAL</u>	37
13.	<u>JOINT COMMITTEE</u>	37
14.	<u>REDUCTION OF THE WORK FORCE, LAYOFF, RECALL</u>	38
	14.1 Definitions.....	38
	14.2 Notification of Association.....	38
	14.3 Notification of Members.....	38
	14.4 Reduction in Rank	38
	14.5 Layoff	38
	14.6 Recall.....	39
	14.7 Compensation.....	39
15.	<u>NO DISCRIMINATION</u>	40
16.	<u>SCHEDULES</u>	40

SCHEDULES

<u>SCHEDULE "A"</u>	Salary Rates.....	42
	Part A	42
	Part B.....	44
<u>SCHEDULE "B"</u>	Work Week - General Duty, Major Crime, Street Crime, Forensics, Traffic and Dog Sections	46
	APPENDIX 1 Major Crime Section	53
<u>SCHEDULE "C"</u>	Employment Terms and Conditions for the Position of Property Control Officer	54
<u>SCHEDULE "D"</u>	Supplementary Annual Leave: Explanation of the Table.....	56
<u>SCHEDULE "E"</u>	Letter of Understanding – Job Sharing	58
<u>SCHEDULE "F"</u>	Letter of Agreement – Commercial Vehicle Inspector	63
<u>SCHEDULE "G"</u>	Letter of Understanding – Shift Scheduling.....	68

This Agreement made and entered into

BETWEEN:

THE NEW WESTMINSTER MUNICIPAL POLICE BOARD

(hereinafter called the "Board")

OF THE FIRST PART

AND:

THE NEW WESTMINSTER POLICE OFFICERS' ASSOCIATION

(hereinafter called the "Association")

OF THE SECOND PART

1. COVERAGE

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

AND WHEREAS the Association is a Trade Union within the meaning of the said Code and is the bargaining agent for all employees in the Police Department except:

- (a) Those excluded by the said Code;
- (b) Janitors;
- (c) Clerical staff attached to the Police Department.

AND WHEREAS the parties have carried on collective bargaining under the terms of the said Code and have reached an agreement as hereinafter expressed:

This Agreement will constitute the wages and working conditions for the employees so certified.

2. DEFINITIONS

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

- (a) "Board" means the New Westminster Municipal Police Board;
- (b) "Calendar year" means the twelve (12) month period from January 1st to December 31st, inclusive;

- (c) "Chief Constable" means the person so appointed by the Board and will include an authorized representative;
- (d) "Department" means the Police Department of the City of New Westminster;
- (e) "Member" means an employee of the Board who is covered by the Association's Certificate of Bargaining Authority;
- (f) "Association" means the New Westminster Police Officers' Association.

3. TERM OF AGREEMENT

This Agreement will be for the term of thirty-six (36) months with effect from 2020 January 01 to and including 2022 December 31, and will remain in full force and effect thereafter from year to year unless either party, within four (4) months immediately preceding the expiry date of this Agreement or within four (4) months immediately preceding the 31st day of December in any subsequent calendar year, gives to the other party written notice of its desire to terminate or amend this Agreement.

The Board and the Association agree that Subsections 50(2) and (3) of the Labour Relations Code will be specifically excluded from and will not be applicable to the new Collective Agreement.

4. ASSOCIATION MEMBERSHIP AND DUES

Membership

All present employees who are now members of the Association will remain members of the Association. All persons will apply to the Association to become members thereof by the first day of the month immediately following completion of thirty (30) calendar days of employment. All employees who are members of the Association and those employees who subsequently become members of the Association will remain members of the Association as a condition of employment provided that no employee will be deprived of employment by reason of loss of membership in the Association for reasons other than failure to pay the regular Association dues that all other members of the Association are required to pay to the Association nor will any employee be deprived of employment by reason of the refusal of the Association to admit such employee to membership in the Association.

Dues

All members covered by the Association's Certificate of Bargaining Authority will pay to the Association an amount equal to the Association's dues, and any general, bargaining unit-wide assessment(s), such payments to be made by payroll deduction. This deduction will become effective on the first day of the month coincident with or next following the date of appointment; but the deduction will be made only if the employee is still in the employ of the Board on the final day of the first pay period in that month.

Deductions will be made in respect of all subsequent months provided an employee works any part of the month. These arrangements will remain in effect for so long as this Association remains the recognized bargaining agent.

5. WORKING CONDITIONS

5.1 Hours of Work

(a) Compressed Work Week

The provisions governing Sections or Units working a compressed work week are contained in Schedule "B" which is attached to and forms a part of this Agreement. It is understood that all members will report for duty not less than fifteen (15) minutes prior to the commencement of their assigned shifts.

(b) All Other Members

The hours of work will consist of an eight (8) hour tour of duty per day for five (5) consecutive days each calendar week, provided however, that the days of work need not be consecutive if the character or exigencies of the work otherwise require, it being understood that members will report not less than fifteen (15) minutes before going on duty.

(c) Weekly Leave

Where a member is required to take weekly leave on days which are not consecutive then the member will be paid a premium of four (4) hours at straight-time; provided, however, the scheduled weekly leave days may be varied for members attending training courses without payment of the four (4) hour premium.

(d) Meal Periods and Coffee Breaks

In every eight (8) hour shift a member may be permitted to take one (1) forty-five (45) minute meal period and two (2) fifteen (15) minute coffee breaks.

5.2 Promotional Policy

(a) With regard to promotions, it is agreed that, other things being equal, effect will be given to seniority in rank.

(b) (i) Whenever a position falls vacant, unless the Board decides that it should be discontinued or that it should not be filled immediately, such position will be filled on a regular basis as soon as possible, and in any event within ninety (90) days of the vacancy arising and furthermore will be filled immediately on a temporary basis.

- (ii) Positions that are to be continued as provided for herein will be filled by following established promotional procedures as soon as the position is vacated. A position is said to be vacated when the incumbent leaves the employ of the Department irrespective of any annual leave, overtime leave, etc. that may be outstanding, and any time served by the replacement will be considered part of the probationary period for the position.
 - (iii) Should the Board decide that the position is to be discontinued or that it will not be filled immediately, the Association is to receive an early notification of the decision.
- (c) The Board encourages the Association to become involved in the preparation of any new promotional plan which the Chief Constable may initiate. Such involvement will be limited to the submission of suggestions and to discussions with the Chief Constable who will retain the absolute right to make a decision.

5.3 Seniority

- (a) Seniority as to annual leaves will be based on the date of the last current enlistment except that in case of sickness, service will not be deemed to have been interrupted. When a junior member is promoted and thereafter a member with longer service is promoted to the same rank, the longer service member will resume their seniority.
- (b) No change will be made in the seniority list as of the date of this Agreement without the consent of both parties to this Agreement.

5.4 Probation

- (a) A recruit to the Department will be accepted as a Fifth Class Constable and will be placed in a probationary capacity until successful completion of eighteen (18) months' service following the date of enlistment. During the eighteen (18) month period the required basic training will be successfully completed. Any period of service as a pre-recruit will not be considered service for the purposes of the probationary period as set out in this paragraph (a). Effective 2022 July 25, the probationary period will be extended by the length of any absence, including for attendance at a training course, exceeding five (5) working days.
- (b) The probationary period will be for the purpose of determining a member's suitability for regular employment. During the probationary period, the employment of a member may be terminated if it can be satisfactorily shown that they are unsuitable for regular employment.
- (c) Under special circumstances the Board may extend the probationary period. In the case where extension is required the Board will give written notice of the reasons for such extension first to the Association and then to the member.

- (d) A member's suitability for regular employment will be decided on the basis of factors such as,
 - (i) conduct;
 - (ii) quality of work;
 - (iii) ability to work harmoniously with others;
 - (iv) ability to meet the operational and administrative standards set by the Board.
- (e) If a member 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 will date back to the date of enlistment.
- (f) Notwithstanding that a member is on probation for a period of eighteen (18) months, a Fifth Class Constable will be promoted to the rank of Fourth Class Constable in accordance with Clause 5.5(a).
- (g) A member who successfully completes a probationary period pursuant to this Clause 5.4 will receive a letter from the Chief Constable confirming such successful completion.

5.5 Increments

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

5.6 Method of Pay

- (a) Bi-weekly pay rates will be derived from monthly rates in accordance with the following formula:

$$\frac{\text{monthly rate} \times 12}{26.089} = \text{bi-weekly rate (rounded to two (2) decimal places)}$$

- (b) All pay adjustments will be made on the basis of hourly pay rates calculated in accordance with the following formula:

$$\frac{\text{bi-weekly rate}}{80}$$

5.7 Assessment Following Damage to or Loss of Board Property by a Member

In any case where a member suffers loss or damage to clothing, equipment or any other property (other than automotive equipment) issued to the member by the Department, the member will immediately report the loss or damage, in writing, to their supervisor giving full particulars of the loss or damage. The supervisor will then pass the report on to the Chief Constable for review.

Upon receiving such a report, if it appears to the Chief Constable that the loss or damage was caused as a result of the negligence of the member, then the Chief Constable will conduct an enquiry in the presence of the member and a representative of the Association and if upon such enquiry the Chief Constable considers that the loss or damage was caused by the negligence of the member, then the Chief Constable may assess the member a sum equal to the replacement value of the property so lost or damaged and deduct such sum from the pay of the member.

Such assessment may be appealed by the member to the Board within thirty (30) days after such assessment, by giving notice in writing, to the Chief Constable, of the member's intentions to do so.

5.8 Notice of Legal Proceedings

When any criminal charge or other action which could bring discredit upon the Department is commenced against any member regarding matters arising in the course of their duties as a member, or while off duty, the matter will immediately be reported to the Chief Constable.

5.9 Training Course Transportation

Any member who is required by the Board to attend a course of training of not less than five (5) weeks' duration at a location outside the Lower Mainland of British Columbia will be provided with one return flight to Vancouver during the course.

5.10 Residence Privileges

Each member and any person applying to be taken on strength of the Department may reside outside the territorial limits of the City of New Westminster in Canada, on the mainland but within a radius of sixty (60) kilometres of the said limits provided that their residence is connected to the telephone system in the area in which they reside. In exigent circumstances, upon written request, the application of this provision may be waived by the Chief Constable.

5.11 Bereavement Leave

Effective 2022 July 25:

- (a) Bereavement leave in the case of the death of a member's spouse (including common-law spouse), child, grandchild, ward, sibling, parent, guardian, parent-in-law, grandparent, or other relative if living in the member's household, may be granted without loss of pay for a period not to exceed four (4) working shifts.
- (b) Requests for leave under paragraph (a) will be submitted to the member's Divisional Manager who will determine and approve the number of days required in each case.
- (c) A member who qualifies for bereavement leave without loss of pay under paragraph (a) herein may be granted such leave when on annual leave if approved by the member's Divisional Manager. A member who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such bereavement leave without loss of pay.

5.12 Re-employment of Former Members and Employment of New Members Formerly Employed by Another Police Agency

Effective 2022 July 25:

- (a) Any member who leaves the Department and is subsequently re-employed within twelve (12) months will be confirmed back to the rank held at the time they left the Department, but not higher than the rank of First Class Constable. The returning member shall have their seniority restored, subject to adjustment for the period of the absence. The member shall not be required to undergo a probationary period.
- (b) Any member who leaves the Department and is subsequently re-employed after twelve (12) months will be restored to the rank held at the time they left the Department, but not higher than the rank of Second Class Constable. The returning member may, at the discretion of the Chief Constable, receive recognition for some or all previous employment service with the Department, however such recognition of service shall be for determination of vacation entitlement and increment eligibility purposes only. The member shall also be placed in a probationary status for six (6) months and the provisions of Clause 5.4 (b) to (e) shall apply subject to (d) to (f) below.
- (c) A Certified Municipal Constable, as defined in the British Columbia Provincial Policing Standards (BCPPS), Section 2.1 – Recruit and Advanced Training, as amended from time

to time who is engaged by the Chief Constable within twelve (12) months from the date of resignation from previous police employment shall be appointed to the rank held at the time of the resignation provided however that the rank to which the member is appointed shall not be higher than that of a First Class Constable. The member shall be placed in a probationary status for six (6) months and the provisions of Clause 5.4 (b) to (e) shall apply subject to (d) to (f) below.

- (d) A Certified Municipal Constable, as defined in the British Columbia Provincial Policing Standards (BCPPS), Section 2.1 – Recruit and Advanced Training, as amended from time to time who is engaged by the Chief Constable after twelve (12) months from the date of resignation from previous police employment shall be appointed to the rank held at the time of resignation provided however that the appointment rank shall not be to a rank higher than Second Class Constable. The member shall be placed in a probationary status for six (6) months and the provisions of Clause 5.4 (b) to (e) shall apply subject to (d) to (f) below.
- (e) Any new member formerly employed by another police service agency may, at the discretion of the Chief Constable, receive recognition for some or all previous employment service with another police agency. Such recognition of service shall be for determination of leave entitlement and increment eligibility purposes only.
- (f) Former members and new members formerly employed by another police agency, who are on probation will not be eligible to apply for internal specialty units, external seconded positions or promotion competitions until such time as they have successfully completed their probationary period.

5.13 Leave of Absence

- (a) The Chief Constable or their delegate in its sole discretion may grant leave of absence without pay for periods of not more than one (1) year to any member who submits an application for such leave of absence for medical reasons related to the member's own person or for educational purposes directly related to the interests of the Board. The Chief Constable or their delegate will not unreasonably withhold approval of such applications and the Association recognizes and accepts the need of the Department to maintain an adequate level of staffing at all times.
- (b) Any member granted leave under Clause 5.13(a) engaged in gainful employment without the written consent of the Chief Constable or their delegate will be deemed to have automatically terminated their employment with the Board.

5.14 Probation on Promotion

A member who is promoted to a regular position in a higher rank will be on probation for a period of six (6) months of service. Such probation period will exclude any absence from work or time in attendance at a training course which exceeds five (5) working days. Provided that the member's period of probationary service is satisfactory, appointment to the higher rank will be confirmed by the Chief Constable immediately upon completion of the probationary period.

5.15 Training Days

All members working a compressed work week will make available to the Police Department four (4) of their scheduled weekly leave days, at straight-time rates, for the purposes of training. Under normal circumstances not more than one such day will be scheduled in any one calendar month. Each such eight (8) hour day will be scheduled by the Police Department a minimum of two (2) months in advance.

6. REMUNERATION

6.1 Pay

The scale of remuneration set out in Schedule "A" attached hereto will apply during the term of this Agreement and the said Schedule "A" will form a part of this Agreement.

6.2 Acting Pay

A member who has been duly appointed by the authority of the Chief Constable to perform temporarily the duties of a rank higher than the member normally holds will be paid at the appropriate rate for the senior rank for each day the member performs such duties after being so appointed.

6.3 Clothing Allowance

- (a) Every uniformed member of the Department will receive an initial issue of the following items of uniform: four (4) pairs of trousers; ten (10) shirts; two (2) ties; one (1) pair of boots; one (1) pair of shoes; one (1) briefcase (recruits only); and one (1) pair of gloves.

Thereafter clothing will be issued and re-issued on an as-required basis in accordance with the provisions of the 'Quartermaster System' as set down in the Department's Policies and Procedures Manual.

- (b) Each member will be entitled to be issued a protective vest, including trauma plate and the Board will pay one hundred percent (100%) of the cost thereof. The selection of a standard style and make of protective vest will be made by the Quartermaster Committee as provided for in the Department's Policies and Procedures Manual. The protective vest will remain the property of the Board.
- (c) All damage to clothing and equipment incurred in the course of duty will be assumed and made good by the Board upon the recommendation of the Chief Constable.
- (d) All members granted clothing allowance will be paid one hundred dollars (\$100.00) (effective 2021 March 30, one hundred and four dollars and seventeen cents (\$104.17)) per month in lieu of the clothing mentioned above and all members granted clothing allowance on a temporary or intermittent basis will be paid four dollars and fifty-four cents (\$4.54) (effective 2021 March 30, four dollars and seventy-three cents (\$4.73)) for

each day such members are required to work in plain clothes. Members granted monthly clothing allowance will be paid such clothing allowance monthly, in advance.

6.4 Dry Cleaning Allowance

- (a) The Board will provide cleaning services to all members granted a permanent clothing allowance, with the following maximums:
 - 1 (one) shirt per working day;
 - 1 (one) pair of pants per week;
 - 1 (one) sport or suit jacket every two (2) weeks; and
 - 1 (one) overcoat every month.
- (b) The Board will provide cleaning services to all members who are required to wear a uniform in the performance of their duties, with the following maximums:
 - 1 (one) uniform shirt per working day;
 - 1 (one) pair of uniform pants per week;
 - 1 (one) uniform tunic every two (2) weeks; and
 - 1 (one) uniform nylon jacket every month.
- (c) It is understood that members absent on either sick leave or Workers' Compensation benefits for a period in excess of four (4) consecutive weeks will not be entitled to the benefits provided pursuant to Clauses 6.3(d), 6.4(a) and 6.4(b) for the duration of such absence.

6.5 Shift Differential

- (a) A member who works between 1900 hours and 0700 hours on any day will be paid a shift differential premium of one dollar and thirty-five cents (\$1.35) (effective 2021 January 01, one dollar and forty cents (\$1.40)) per hour for all time that the member is required to work during that period.
- (b) Shift differential premium payments will not be included when calculating overtime or callout rates under this Agreement but will be included as earnings for the purpose of calculating Municipal Pension Plan contributions, except when earned in connection with other than regular pay.
- (c) Except for paragraph (b), the provisions of this Clause apply only to those members assigned to work an eight (8) hour tour of duty.

6.6 Overtime

- (a) A member who is required immediately following completion of a shift to work overtime of one-half (½) hour or more in excess of eight (8) consecutive hours of regular police work (for purposes of this Clause 6.6 only to be deemed to be inclusive of the minimum fifteen (15) minutes preceding shift start time that a member is required to report for duty) will be paid at the rate of one and one-half (1½) times the hourly rate of such member for the first two (2) consecutive hours and at the rate of double the hourly rate

for all hours worked by such member in excess of ten (10) consecutive hours of regular police work in any day.

- (b) For the purposes of this Clause 6.6 "overtime" will include all premiums as set out in Clauses 6.6(a) above, 6.7 Court Time, 6.8 Callout, 6.11 Standby, 6.12 Shift Change, and 7.5(c) Statutory Holidays (Statutory Allowance).
- (c) Subject to paragraph (d) below, unless a member indicates at the time that the overtime is worked that they wish to be paid for overtime, such overtime will be credited at the appropriate rates to a compensating time off (CTO) bank. If a member indicates that they wish to be paid for overtime, such payment will be made on the next regular pay cheque.
- (d) Subject to paragraph (f) below, a member may accumulate up to a maximum of eighty (80) hours in the CTO bank at any time.
- (e) Subject to paragraph (f) below, all overtime which would result in an accumulation of more than eighty (80) hours will be paid on the member's next regular pay cheque.
- (f) A member may be authorized to accumulate in excess of eighty (80) hours in the CTO bank for a very specific and unique circumstance with the approval of the Chief Constable. Any such request to accumulate in excess of eighty (80) hours must also include a written commitment to reduce the CTO bank to eighty (80) hours by a specific future date.
- (g) Compensating time off may be taken at the member's discretion provided prior approval is obtained from the Chief Constable. Time debited from the CTO bank will be calculated on the basis of straight time hours.
- (h) On one occasion each calendar year, that is the 30th day of June, a member may by written request reduce the number of hours accumulated in the CTO bank to a minimum balance of zero (0) hours by receiving cash in lieu of all hours accumulated in excess of zero (0) hours on a regular pay cheque. Such written requests must be received prior to the stated dates.
- (i) Upon promotion, the Board will have the option of paying out in full a member's banked overtime.

6.7 Court Time and Denotification

- (a) Time off for attendance at Court will be allowed in accordance with the following schedule:
 - (i) Attendance while on night shift (1800 hr. or 1900 hr. start) - six (6) hours at straight-time for the first session and four (4) hours at straight-time for each subsequent session on the same day.

- (ii) Attendance while on afternoon shift (1600 hr. start) - four (4) hours at straight-time for the first session and three (3) hours at straight-time for each subsequent session on the same day.
- (iii) Attendance on day off - eight (8) hours at straight time for the first session and six (6) hours for each subsequent session on the same day.
- (iv) In the event that a member is required to attend at a court session which commences on or after 1630 hours, in any circumstance contemplated pursuant to paragraphs (i), (ii) or (iii) above, then such appearance will be compensated in accordance with the appropriate premium designated for such afternoon court session.
- (v) Subject to the provisions of Clause 6.10 attendance on annual leave or the thirteen (13) working days off with pay as defined in Clause 7.5(a) - twenty (20) hours at straight time per day.

For the purposes of sub-paragraphs (i), (ii) and (iii) above, where a member is required to attend the morning session of a Court and to remain in attendance at the Court after 1300 hours but is not required to attend an afternoon session of a Court on the same day, then in addition to the time off allowed for attending the morning session as provided above, the member will be entitled to further time off of one (1) hour.

- (b) When any member detailed for the First Relief (2400 hours to 0800 hours) shift is required to attend Court the member will, where practicable, be granted the night off prior to attending such Court. If attendance of such a member is not required for the afternoon session, having already been granted eight (8) hours off, two (2) hours will be deducted from the member's accumulated overtime account.
- (c) When it has not been practicable to grant a member time off prior to their attending Court and the member is required to attend both morning and afternoon sessions, the member will notify their Supervisor prior to 1700 hours. when the member will be allowed the same night off.
- (d) When any member detailed for the Third Relief (1600 hours to 2400 hours) shift is required to attend both morning and afternoon sessions of Court, such attendance where practicable, will be deemed to be the member's tour of duty. Failing this arrangement the member will be granted Court Time in accordance with the schedule as set out herein.
 - (i) Where a member who has been scheduled to attend Court during their weekly leave subsequently is advised that their attendance is not required, then unless the member receives at least twenty-four (24) hours' notice that their attendance is not required, the member will be allowed time off equivalent to one-half ($\frac{1}{2}$) of the minimum amount they would have been allowed had they attended, provided that, if a member has been scheduled to attend Court at more than one session on any one (1) day of their weekly leave and attends Court on that day, then no time off will be allowed under this Clause notwithstanding that the member receives less than twenty-four (24) hours'

notice that they are not required to attend one of the scheduled sessions. For the purpose of this paragraph (i) weekly leave will be deemed to commence forthwith upon completion of a regular weekly tour of duty and will be deemed to end upon commencement of the next regular weekly tour of duty.

- (ii) Where a member who has been scheduled to attend Court during their annual leave is subsequently advised that their attendance is not required, then unless the member is notified prior to the commencement of their annual leave that their attendance is not required, the member will be allowed time off equivalent to one-half ($\frac{1}{2}$) of the minimum amount they would have been allowed had they attended. For the purpose of this paragraph (ii) annual leave will be deemed to commence following completion of the last regular tour of duty prior to the annual leave and will be deemed to end at midnight immediately prior to commencement of the first regular tour of duty following completion of the annual leave.
- (iii) Where a member is required to attend Court on a leave day that is debited from their overtime bank, and which is in conjunction with the member's annual leave, the member will have eight (8) hours credited to their overtime leave bank in lieu thereof, provided however, the member has requested and been granted the combined overtime and annual leave prior to the member receiving the Court appearance call.
- (iv) When the morning session of a Court of criminal jurisdiction commences at 1000 hours and a member is required to attend upon a prosecutor for an interview on the same day such court is held at which the member is to give evidence as a witness, the member will be entitled to compensation for such attendance upon the prosecutor as follows:

for attendance at 0830 hours the member will be entitled to two (2) hours of time off;

for attendance at 0900 hours the member will be entitled to one and one-half ($1\frac{1}{2}$) hours of time off;

for attendance at 0930 hours the member will be entitled to one (1) hour of time off.

Any member who requests to be paid for the time off in lieu thereof, will be paid at straight time.

- (v) When the morning session of a Court of criminal jurisdiction commences at 0930 hours and a member is required to attend an interview with a prosecutor on the same day such court is held at which the member is to give evidence as a witness, the member will be entitled to compensation for such attendance as follows:

for attendance at 0830 hours the member will be entitled to one and one-half ($1\frac{1}{2}$) hours of time off.

for attendance at 0900 hours the member will be entitled to one (1) hour of time off.

- (vi) When the afternoon session of a Court of criminal jurisdiction commences at 1400 hours and a member is required for a prosecutor's interview in preparation for a case to be heard in Court on that day at which the member is to give evidence as a witness, that member will be compensated in the following manner:

for attendance at 1230 hours, the member will be entitled to two (2) hours of time off;

for attendance at 1300 hours, the member will be entitled to one and one-half (1½) hours of time off;

for attendance at 1330 hours, the member will be entitled to one (1) hour of time off.

Provided however that if during the prosecutor's interview it is determined that it is not necessary for the member to be present during the Afternoon Court Session, then the member will be entitled to the Afternoon Court Premiums but will not be entitled to the interview time described above.

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

Morning Session	four (4) hours
Afternoon Session	four (4) hours

The applicable rate of pay for a member who has resigned or has retired or is absent on authorized unpaid leave will be that prevailing for the rank held by such member at the date of their resignation, retirement or commencement of unpaid leave. Any member who is in receipt of an allowance in accordance with this Clause, will be required to return to the Board any witness fees received in connection with the appearance.

- (f) Denotification

- (i) An off-duty member being denotified by telephone for a scheduled court appearance will not be telephoned for such purpose between the hours of 2200 and 0700.
- (ii) Denotification will be communicated by a New Westminster Police Department member whose identity is known to the member being denotified, or whose identity may be immediately verified with the denotifier by the member being denotified.

(iii) Subject to the provisions of the applicable Departmental Procedures Manual, a member will be considered to be denotified with respect to a scheduled court appearance if such denotification is communicated to the member either in person or by telephone to:

- an adult residing in the residence of the member;
- a babysitter employed by the member;
- a child of the member if such child is of sufficient age as to be unattended by an adult;
- the member's telephone answering machine; or
- the member's voice mail box;

provided that the member has reasonable access to such information prior to the scheduled court appearance.

(iv) In the event that a member is denotified with respect to a scheduled court appearance within twenty-four (24) hours of the time at which the member is scheduled to appear at court, then the member will receive one-half ($\frac{1}{2}$) of the compensation to which they would otherwise have been entitled had they attended at court; EXCEPT THAT in the event that a member is simultaneously so denotified with respect to two (2) court appearances scheduled within the referenced twenty-four (24) hour period, then the member will receive one-half ($\frac{1}{2}$) of the compensation to which they would otherwise have been entitled had they attended at the morning session of such scheduled court appearance.

6.8 Callout

- (a) If a member is required to return to work on their regular day off in order to work a regular eight (8) hour shift, the member will be compensated at two (2) times their regular hourly rate of pay for each such hour worked and in any event for a minimum of eight (8) hours at two (2) times their regular rate of pay.
- (b) If a member is required to return to work on their regular day off in order to work for less than a regular eight (8) hour shift, the member will be compensated at double their regular hourly rate of pay for each such hour worked or for three (3) hours at double their regular hourly rate of pay, whichever is greater.
- (c) For the purpose of Clauses 6.8(a) and 6.8(b) a regular day off will be a day published as such on the duty roster of the Department.

- (d) If a member is required to return to work on a regular work day, the member will be compensated at double their regular hourly rate of pay for each such hour worked or three (3) hours at double their regular hourly rate of pay, whichever is greater.
- (e) Subject to the provisions of Clause 6.10 if a member is required to report for work during their annual leave, the member will be compensated at the rate of a minimum of twenty (20) hours' straight time for each day they are required.
- (f) It is agreed that the provisions of Clause 6.8 as outlined above are not applicable to Clauses 6.6 and 6.7.

6.9 Investigative Phone Calls

In the event that a member while off duty receives a telephone call from the department of fifteen (15) minutes or more which is related to an investigation that involves the member and which subsequently requires the member to create a General Occurrence Report or to supplement a General Occurrence Report in relation to the action taken by the member in response to the call, then such member will be entitled to compensation of fifteen (15) minutes at their regular hourly rate of pay for each completed fifteen (15) minute period spent on the call. It is understood that phone calls of an administrative nature will not trigger this provision unless the call is of a prolonged nature in response to a significant operational necessity. In such cases, claims are subject to the approval of the Inspector in Charge of the Division to which the member is assigned. Claims for compensation under this provision are subject to approval by the member's supervisor.

In the event a call, which meets the criteria above, is initiated from a source outside of the Department (such as Crown Counsel, witnesses or informants) then claims for compensation under this provision are subject to approval by the Inspector in Charge of the Division to which the member is assigned. All calls under this Clause 6.9 require prior approval from the members supervisor.

Where a member is on standby pursuant to Clause 6.11, the member is not entitled to claim compensation under this Clause 6.9 unless the call (or calls) meets the criteria for entitlement described above and is (are) for a duration (or cumulative effect) of longer than one-half (½) hour.

6.10 Application of Court Time and Callout Premiums During Annual Leave and Statutory Holiday Leave

- (a) In any calendar year each member will be entitled to a maximum of one (1) block of statutory holiday leave and to a maximum of two (2) blocks of annual leave which, if covered by the following conditions:
 - (1) containing no more than a fraction of a whole working shift of leave other than the current year's statutory holiday leave;
 - (2) applying to court appearances, callouts and prosecutor's interviews; and

- (3) (i) requiring that the member, in the case of Court Time, notifies the Police Administration on the day on which a member receives a subpoena, court notification or notification of prosecutor's inter-view which requires the member to attend Court or to attend for a prosecutor's interview during any annual or statutory leave period as the case may be; or, if received on a Saturday, Sunday or other day observed as a statutory holiday, then on the first working day immediately following; or
- (ii) requiring that the member in the case of a callout advises the officer making the call that the member is on annual leave or statutory holiday leave as the case may be;

will be eligible for compensation in accordance with paragraph (a)(iv) of Clause 6.7, Court Time, or paragraph (e) of Clause 6.8, Callout, as applicable for each day which contains a callout or a court appearance or prosecutor's interview; which follows completion of the last regular tour of duty prior to the commencement of the statutory holiday leave period or the annual leave period; and which precedes the midnight immediately prior to the commencement of the first regular tour of duty following completion of the aforementioned leave period.

- (b) In the case of all other types of leave, including Float Time, Compensating Time Off, and Annual Leave or Statutory Holiday Leave which is not covered by paragraph (a) above, compensation for court appearances and callouts will be at the same scale as is applicable to Weekly Leave days.
- (c) In the case of a court appearance or a callout which occurs during the course of a period covered by paragraph (a) above, but where the member failed to meet the requirements of part (3) of the said paragraph (a), the compensation will be at the same scale as is applicable to Weekly Leave days.

6.11 Standby

Effective 2021 March 30, where a member is required to stand by between regularly scheduled shifts, such member shall be compensated at the rate of one and one-half (1½) hours at straight-time. Where a member is required to stand by at any other time, such member shall be compensated at the rate of three (3) hours at straight-time for the time the member is required to stand by in any twenty-four (24) hour period or portion thereof (with the twenty-four (24) hours period commencing at the same time that the standby requirement is effective). If a member is called out while on standby such member shall be compensated for such callout as provided in Clause 6.8 in addition to the member's standby compensation

6.12 Shift Change

- (a) The Department will have the right to alter the hours of work, either by setting them ahead or retarding them without constituting a callout provided that such change constitutes a regular eight (8) hour shift. Subject to the exigencies of the Department, every member will receive twelve (12) consecutive hours free from duty between their regular shifts. If the Department is unable to alter a member's hours of work so as to

allow the member twelve (12) consecutive hours of freedom from duty immediately following the completion of their regular shift then such member will be paid at the rate of one and one-half (1½) times their hourly rate of pay for the hours worked by the member during the twelve (12) hour period immediately following completion of their regular shift.

- (b) In any case where the Department alters a member's hours of work without having provided the member with fifteen (15) hours' notice, then such member will be paid at the rate of one and one-half (1½) times their hourly rate of pay for the number of hours worked by the member in their newly constituted shift which precede the starting time of what would have been the member's regular shift and for those hours worked by the member which succeed the time when their normal shift would have terminated. This provision will not apply to those members regularly assigned to variable hours of duty.

6.13 Cancellation of Leaves

The Board agrees that it will make every reasonable effort to ensure that overtime leaves previously granted to member(s) will not be cancelled.

7. ANNUAL LEAVES AND STATUTORY HOLIDAYS

7.1 Annual Leaves

Paid annual leaves for all members will be allowed as follows:

- (a) Members leaving the Department in less than twelve (12) months from the date of appointment will be granted annual leave pay in accordance with the Employment Standards Act.
- (b) In the first part calendar year of service, annual leave will be granted on the basis of one-twelfth (1/12th) of ten (10) working days for each month or portion of a month greater than one-half (½) worked by December.
- (c) During the second (2nd) to and including the seventh (7th) calendar year of service - fifteen (15) working days.
- (d) During the eighth (8th) to and including the fifteenth (15th) calendar year of service - twenty (20) working days.
- (e) During the sixteenth (16th) to and including the twenty-second (22nd) calendar year of service - twenty-five (25) working days.
- (f) During the twenty-third (23rd) and all subsequent calendar years of service - thirty (30) working days.

- (g) Members who leave the Department after completion of twelve (12) consecutive months of employment will receive annual leave for the calendar year in which termination occurs on the basis of one-twelfth ($1/12^{\text{th}}$) of their annual leave entitlement for that year for each month or portion of a month greater than one-half ($1/2$) worked to the date of termination.
- (h) "Calendar year" for the purpose of this Agreement will mean the twelve (12) month period from January 1st to December 31st inclusive.
- (i) In all cases of termination of service for any reason other than retirement on pension or on attaining maximum retirement age, adjustments will be made for any overpayment of annual leave.
- (j) A member whose number of hours of accumulated overtime amounts to forty (40) or less, may convert five (5) working days of annual leave entitlement into their overtime bank, but such conversion may be effected only once per year by a member, and will be effected at the time of annual leave sign-up.
- (k) A member's annual leave will be prorated on the basis of one-twelfth ($1/12^{\text{th}}$) of their annual leave entitlement for that year for each month or portion of a month greater than one-half ($1/2$) for time spent on suspension without pay pursuant to Section 110 of the Police Act.

7.2 Annual Leave Deferment

- (a) Every member who is so entitled will be required to take at least fifteen (15) working days of annual leave entitlement in each year, but will be permitted in any year to defer the balance of their annual entitlement to a maximum which is equal to the total number of weeks of the member's annual entitlement (e.g. a member whose annual entitlement is twenty (20) working days may accumulate up to four (4) weeks at any one time, and a member whose annual entitlement is thirty (30) working days may accumulate up to six (6) weeks at any one time).
- (b) Where a member has deferred annual leave in excess of the maximum permitted, or has not taken the minimum vacation required, under paragraph (a) above the Board will schedule any vacation which is not in accordance with paragraph (a) in consultation with the member.

7.3 Annual Leave Upon Retirement

Members leaving on Municipal Pension Plan, or upon leaving at reaching maximum retirement age, are entitled in addition to any unused portion of annual leave entitlement for the preceding calendar year to annual leave as follows:

If retiring prior to April 1st, they receive one-half ($1/2$) of the usual annual leave;

If retiring April 1st or later, they receive the full annual leave.

7.4 Annual Leave Pay Adjustments

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

7.5 Statutory Holidays

- (a) Subject to paragraphs (b) and (c) below, all members are entitled to time off with pay at straight time for the following Statutory Holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day of Truth and Reconciliation* (effective 2022 July 25), Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day and any additional holidays granted to City Hall personnel. These holidays will apply to all members of the Department on weekly leave, annual leave, approved sick leave with pay or in receipt of Worker's Compensation time-loss benefits but not to members who are off duty without pay.

*If the Government of Canada and Government of the Province of British Columbia commemorate the National Day of Truth and Reconciliation on different days, the Board will recognize the Government of the Province of British Columbia statutory holiday only.

- (b) Members engaged in a type of work required to be performed continuously and on every day, including Statutory Holidays, through the year will receive thirteen (13) consecutive working days off with pay in lieu of Statutory Holidays.
- (c) All members who are required to work on any of the Statutory Holidays defined in paragraph (a) above will in addition to the compensation received under paragraph (b) above receive a credit of four (4) hours at straight time to be added to their accumulated overtime.
- (d) All members will be limited to a total accumulated Statutory Holiday Bank of one hundred and twenty (120) hours. Any hours in excess of one hundred and twenty (120) will be paid on the first pay cheque in January of each year.

Transition

The Board and the Association agree that any member who has more than one hundred and twenty (120) hours in their Statutory Holiday Bank shall be allowed to retain their full Statutory Holiday Bank. These employees must use their full Statutory Holiday allotment in the calendar year it is accrued and shall not be permitted to accumulate any additional Statutory Holiday Leave in their Statutory Holiday Bank while they are above the cap of one hundred and twenty (120) hours. In the event an employee uses

Statutory Holiday Leave sufficient to bring their Statutory Holiday Bank under one hundred and twenty (120) hours they shall once again be able to accumulate Statutory Holiday Leave in their Statutory Holiday Bank in accordance with the Collective Agreement provided they shall be subject to the same maximum accumulation as all other members.

7.6 Supplementary Annual Leave

- (a) Each member will be entitled to forty (40) hours of supplementary annual leave, in addition to the annual leave to which the member is entitled pursuant to Clause 7.1, upon commencing their sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th) and forty-first (41st) calendar year of service.
- (b) Each member will become entitled to supplementary annual leave pursuant to this Clause on the first day of January in the year in which the member qualifies for such supplementary annual leave. Proration of supplementary annual leave will be in accordance with Schedule "D", which is attached for clarification.
- (c) A member will retain their supplementary annual leave entitlement notwithstanding that such member's employment is terminated prior to the end of the period to which the entitlement applies.
- (d) Members who are entitled to supplementary annual leave may schedule supplementary annual leave in a block of forty (40) hours as annual leave and such hours will then be considered in all respects as annual leave; or employees may schedule such supplementary annual leave hours in accordance with Clause 6.6(g) and such hours will be considered in all respects as overtime leave.

7.7 Subject to the approval of the Chief Constable in each instance, once each calendar year a member may request to convert to cash five (5) days (forty (40) hours) of annual and/or statutory holiday leave.

8. BENEFITS

It is agreed that the following member benefits will be instituted and continued during the term of this Agreement.

8.1 Extended Health Benefits Plan

Each member will be entitled to enroll in the Extended Health Benefits Plan and coverage will begin on the first day of the month following the member's first day of employment. The Board agrees to pay one hundred percent (100%) of the monthly premium payable. Vision care coverage provides for a maximum of four hundred dollars (\$400.00) per person payable in a twenty-four (24) month period, including coverage for laser eye surgery. The Plan deductible will be one hundred and fifty dollars (\$150) per calendar year per family. The Plan will also provide coverage for eye examinations in the amount of one hundred dollars (\$100.00) per person in a twenty-four (24) month period. Psychological services to a maximum of three thousand dollars (\$3000) claimable per person per twelve (12) month period will be included in

the Extended Health Benefits Plan, with the premiums applicable for such benefit being shared equally between the member and the Board. The co-insurance for the psychological services benefit will be ninety percent (90%) (insured)/ten percent (10%) (employee).

8.2 Dental Plan

In consideration of all members working a compressed work week making available to the Police Department four (4) days per calendar year at straight-time rates for purposes of training, on the first day of the month following the start of employment all members will be entitled to enroll in the Dental Plan in accordance with the following provisions:

- (a) Basic Dental Services (Plan 'A') paying for one hundred percent (100%) of the approved schedule of fees.
- (b) Prosthetics (Plan 'B') paying for seventy percent (70%) of the approved schedule of fees.
- (c) Orthodontics (Plan 'C') paying for seventy percent (70%) of the approved schedule of fees, to a lifetime maximum of three thousand dollars (\$3000) for members and their dependents as defined by the Plan.
- (d) The premiums for the Dental Plan will be borne by the Board.

8.3 Same Sex Benefit Coverage

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

8.4 Sick Leave Plan

- (a) Sick leave of ten (10) working days will be credited semiannually on June 30th and December 31st, commencing with the completion of the first six (6) months of service at which date the ten (10) working days of credit will be given.
- (b) Sick leave of eighty (80) hours shall be credited semi-annually on June 30th and December 31st. For new hires, eighty (80) hours shall be advanced to their sick bank immediately upon employment from their first semi-annual allocations following their date of hire.
- (c) Immediate family illnesses and emergencies can affect the health and wellbeing of employees and employees are eligible to access Sick Leave for these purposes. For the purposes of this Clause, "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.
- (d) Sick leave may be accumulated to a maximum of two thousand and eighty-eight (2088) hours. A member whose sick leave balance exceeds two thousand and eighty-eight

(2088) hours on 2003 December 08 will not accumulate further sick leave credits until such time as their balance falls below two thousand and eighty-eight (2088) hours.

- (e) When sick leave is earned for a period of less than six (6) months, a month will be equivalent to a credit of one and one-half (1½) days and no credit will be given for part of a month.
- (f) A deduction will be made from accumulated sick leave credit of all hours absent with pay due to illness except those resulting from an accident on the job for which the member is covered by Workers' Compensation.
- (g) Sick leave credits at a given date will be the accumulated credit at the last semi-annual date less any sick leave with pay taken subsequent to that date.
- (h) Any member requesting sick leave with pay may be required to produce a certificate from a duly qualified medical practitioner licensed to practice in the Province of British Columbia, certifying that such member is unable to carry out their duties due to illness.
- (i) Full sick leave credit will be given for absence in the following circumstances:
 - (i) Accident on job (Workers' Compensation Board case).
 - (ii) Leave due to illness, either with or without pay.
 - (iii) Leave for active service in the Armed Forces.
- (j) No credit will be given in the following circumstances:
 - (i) Leave with or without pay for any reason other than illness.
 - (ii) Suspension without pay.
- (k) Subject to Clause 8.6, a member will be advanced sick leave, to the extent they have sick leave credits, for time during which the member is off work as a result of a disease, illness or injury and is awaiting confirmation of entitlement from W.C.B., or where the member rejects W.C.B. and elects to commence an action against a third party for damages in respect of the disease, illness or personal injury.
- (l) Should an employee terminate employment for any reason, and they have utilized more sick leave than they have earned, deductions for any days used but not earned will be made from their final pay.

8.5 Gratuity Plan

- (a) Accumulation
 - (i) One (1) working day will be credited for each three (3) months of service on January 1st, April 1st, July 1st and October 1st, which may be accumulated to a maximum of one hundred and twenty (120) working days. A member will not

accumulate gratuity if the member is suspended without pay pursuant to Section 110 of the Police Act during any portion of the relevant three (3) month period(s).

- (ii) New members in the Department commence accumulating gratuity credits from the effective date of employment in the Department.

(b) Deductions

A deduction is made from the current year's gratuity credits for all hours absent on sick leave with pay except that such deduction will not exceed one (1) working day in any three (3) month period beginning January 1st, April 1st, July 1st and October 1st. The total gratuity credited to each member on December 31st of each calendar year will remain to such member's credit regardless of time lost in any subsequent year through illness or any other reason. In addition thereto, one (1) gratuity day will be added if a member is not absent on sick leave during the calendar year.

(c) Payment

- (i) The earned gratuity will be paid when a member leaves the Department.
- (ii) Any member may elect to take Gratuity Leave as time off. The amount of time available to the Department for scheduling this form of leave will be limited to the amount of time remaining following the completion of the annual leave and Statutory Holiday schedules.
- (iii) Once per year the member will be permitted to convert to cash all or any portion of the member's gratuity credits which have been accumulated to the end of the previous calendar year. Such payout will be at the member's normal pay rate in effect on December 31st of the previous calendar year.

8.6 Income Continuance Recovery

The Employer is subrogated to the rights of a member who has received sick leave payments pursuant to Clause 8.4 of this Collective Agreement, against any third party liable to that member for damages, and may bring an action against a third party in the member's name to recover the wages and/or benefits paid or payable by the Employer.

A member is required to notify the Employer and the Association of any illness or injury that occurs to that member that was caused in whole or in part by a third party and which results in the member using any sick leave or benefits. This notification must be made to the Chief Constable or designate immediately following the incident giving rise to the illness or injury.

The member will not enter any agreement for payment of legal fees relating to the wage or benefit portion of a claim for damages without the prior written consent of the Chief Constable or designate.

Where a claim for damages is made to the courts, the member or their representative will request the presiding judge, or judge and jury, to specify the amount of any award plus interest which is attributable to recovery of wages and benefits.

Where a claim for damages is made and the claim is settled without trial, the member or their representative must set out the amount of the settlement which is attributable to wages and benefits. Where a member or their representative is settling the claim and the settlement with respect to the wages and benefits portion of the claim is for an amount less than the total amount paid by the Employer for wages and benefits, the member or their representative must receive the prior written consent of the Chief Constable or designate to enter into a settlement for wages and benefits.

Upon reimbursement of the wages and/or benefits, the Employer will reimburse the Sick Leave Plan the amount of money paid out of the Plan in proportion to the total amount of money the member reimburses the Employer for wage loss and/or benefits.

This provision includes actions or claims made to ICBC.

8.7 Workers' Compensation

- (a) A member absent from duty due to injuries received while on duty will receive the same net take home pay as the member would have otherwise received while regularly employed.

PROVIDED HOWEVER

that this principle will prevail only so long as the member is temporarily incapacitated and if declared permanently incapable of returning to full employment this supplemental payment will cease.

- (b) Payment of net take home pay as referred to herein will take into consideration that the W.C.B. payment is tax exempt. The net take home pay will be paid directly from the Board to the member concerned and all W.C.B. monies due to the member will be remitted by the W.C.B. to the Board.

8.8 Group Life Insurance

Group Life insurance in accordance with the current group life insurance policy will be provided for all members effective the first day of the month following their date of hire. Insurance will be in an amount coincident with two (2) times basic annual salary taken to the next one thousand dollars (\$1,000) to a maximum of two hundred thousand dollars (\$200,000) of coverage. One hundred percent (100%) of the applicable premiums will be borne by the member. Insurance coverage expires when a member reaches the age of sixty (60) years old.

8.9 Pension Plan

- (a) Eligible members will be covered by the rules of the Municipal Pension Plan effective the date of hire and contributions to the Municipal Pension Plan will commence at the beginning of the first full pay period following a member's date of hire.

- (b) All members who reach retirement age as set forth in the rules of the Municipal Pension Plan, will be retired whether contributing under the Act or not.

8.10 Benefit Plan Administration

The Board has the unilateral right to administer the Medical Services Plan, the Dental Services Plan and the Group Life Insurance Plan, and in particular has the right to unilaterally select the carrier(s) for the various Plans. This provision will not be interpreted to mean that the Board has the unilateral right to change or modify the coverage or content of the referenced benefits packages.

8.11 Maternity and Parental Leave

(a) Length of Leave

(1) Birth Parent

A pregnant member will be 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 will be without pay, subject to any compensation entitlements which will be available to members in accordance with Clause 8.11(f) below. The parental leave must immediately follow the maternity leave.

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

(2) Non-Birth Parent

A member who is the non-birth parent will be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay. The member will take the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the member.

(3) Extensions - Special Circumstances

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

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

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

(b) Notice Requirements and Commencement of Leave

- (1) A member who requests parental leave for the adoption or caring of a child will be required to provide proof of adoption or birth of the child.
- (2) A member 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 member will provide as much notice as possible.)
- (3) A member on maternity leave or parental leave will provide four (4) weeks' notice prior to the date the member intends to return to work.
- (4) 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.
- (5) Where a pregnant member gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

(c) Return to Work

On resuming employment a member will 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 will be counted as service. Vacation pay will be prorated in accordance with the duration of the leave and a member may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (1) A member on maternity leave or parental leave will not be entitled to sick leave during the period of leave.
- (2) Notwithstanding paragraph (d)(1), a member on maternity leave or parental leave who has notified the Board of their intention to work pursuant to paragraph (b)(4) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, will be entitled to sick leave benefits commencing on the first day on which the member would otherwise have returned to work.

(e) Benefits

- (1) EHB (Clause 8.1), Dental (Clause 8.2), and Group Life Insurance (Clause 8.8) benefits will continue uninterrupted during the period of time the member is on maternity and/or parental leave and the Board agrees to pay one hundred percent (100%) of the monthly premiums payable for the plans during the maternity and/or parental leave. Upon conclusion of the maternity and/or

parental leave, payment of the premiums for the benefit plans listed above will again become payable in accordance with Clauses 8.2, 8.1 and 8.8 as applicable.

- (2) Pension contributions will 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.

(f) Maternity Leave Supplemental Employment Insurance Benefit Plan (MSEIB Plan)

- (1) A birth parent who is entitled to maternity leave as provided for in Clause 8.11 of the Collective Agreement and who has applied for and are in receipt of Employment Insurance benefits is eligible to receive MSEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, a non-birth parent who, due to the death or total disability of the birth parent, has applied for and is in receipt of Employment Insurance maternity benefits is eligible to receive MSEIB Plan payments.
- (3) The MSEIB Plan is intended to supplement the Employment Insurance benefits received by a member while they are temporarily unable to work as a result of giving birth, or as provided for in Paragraph 2 above.
- (4) Effective 2021 March 30, the MSEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by a member and ninety-three percent (93%) (effective 2022 July 25, ninety-five percent (95%)) of their gross weekly earnings for the first seventeen (17) weeks if the member continues to receive Employment Insurance benefits, which includes the one (1) week Employment Insurance waiting period.
- (5) The MSEIB Plan meets the requirements of Section 38 of the Employment Insurance Regulations. When combined with a member's weekly Employment Insurance benefit, the MSEIB Plan payment will not exceed the claimant's normal weekly earnings from employment and a member's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time a member is receiving benefits. Under the MSEIB Plan, the Board does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Board, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

(g) Parental Leave Supplemental Employment Insurance Benefit Plan (PSEIB Plan)

Effective 2022 July 25:

- (1) A birth parent or non-birth parent who is entitled to parental leave as provided for in Clause 8.11 of the Collective Agreement and who has applied for and is in

receipt of Employment Insurance benefits is eligible to receive PSEIB Plan payments.

- (2) The PSEIB payment is based on the difference between the Employment Insurance benefit plus any other earnings received by a member and ninety-five percent (95%) of their gross weekly earnings for up to twenty (20) weeks. This top-up is calculated based on the Employment Insurance standard parental benefits option
- (3) If a member elects to take a Parental Leave in excess of twenty (20) weeks under the Employment Insurance extended parental benefits option, an equivalent top-up is calculated to ensure the Board will not pay any additional entitlements to them beyond the amount outlined in paragraph (2) above.
- (4) If a member shares Parental Leave benefits with their spouse, who is also employed by New Westminster Police Board, an equivalent top-up is calculated to ensure the Board does not pay any additional entitlements beyond those available to an individual employee as outlined in paragraph (2) above. The member determines how the equivalent top-up is allocated.
- (5) Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time a member is receiving benefits. Under the PSEIB Plan, the Board does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Board, under no circumstance, is responsible for any paybacks arising from changes to or the application of the tax regulations.

(h) Supplemental Employment Insurance Benefit Plan Conditions

Effective 2022 July 25:

- (1) The Maternity and Parental Leave SEIB benefits (MSEIB and PSEIB) are 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.
- (2) If an employee who received benefits under the MSEIB and/or the PSEIB Plan does not return to work for the Employer for the period outlined in paragraph (a) above, they will be required to repay the MSEIB and/or the PSEIB Plan payments paid by the Employer. Such repayment shall be pro-rated based on time worked following the receipt of the MSEIB and/or the PSEIB Plan payments.
- (3) If the eligible parent experiences a medical condition preventing them from returning to work, the requirement to repay the benefit will be assessed on a case-by-case basis.

8.12 Dependents' Compensation

1. For the purposes of this Clause, the following terms will have the meanings hereinafter specified, save as otherwise provided:

"full pay" means a sum equal to the regular monthly rate of pay of the member for the class of position regularly held by them at the date of their death in accordance with the scale of remuneration set out in Schedule "A" to the Collective Agreement between the Board and the Association under which the deceased member was bound on such date and any subsequent amendments to or renewals of such Collective Agreement made by the Board and the Association from time to time under which the deceased member would have been bound but for their death had they continued to be employed in the same class of position;

For the purposes of this definition, a member employed in an acting or temporary senior capacity is not a member employed in their regular class of position, and when computing the regular monthly rate of pay of the member, overtime rates of pay, shift differential, service pay and other premium payments, pay, allowances or benefits will not be included;

"surviving spouse" means the surviving dependent of a member who was wholly or partially dependent upon their earnings at the time of their death;

"child" means

- (a) a child under the age of eighteen (18) years, including a child of the deceased member yet unborn,
- (b) an invalid child of any age, and
- (c) a child under the age of twenty one (21) years who is regularly attending an academic, technical or vocational place of education, and

"children" has similar meaning;

"dependent" means a surviving spouse, common-law spouse or child of a member who was wholly or partially dependent upon their earnings at the time of their death;

"Federal benefits" means benefits payable under the Canada Pension Plan and to which the dependents or any of them are entitled as a result of the death, together with any benefits to which the dependent spouse is or becomes entitled under the Canada Pension Plan as a result of having retired or reached retirement age;

"invalid child" means a child who is physically or mentally incapable of earning a living.

2. Where the death of a member arises out of and in the course of the employment of the member as a police officer, compensation will be paid to the dependents of the deceased member as follows:
 - (1) Where the dependents are a surviving spouse and children or a surviving spouse only, a monthly payment of such sum as, when combined with Federal benefits payable to or for those dependents, would equal the full pay.
 - (2) Where there is no surviving spouse or common-law spouse eligible for compensation under this schedule and
 - (a) the dependent is a child, a monthly payment of such sum as, when combined with Federal benefits to or for that child, would equal forty percent (40%) of the full pay;
 - (b) the dependents are two (2) children, a monthly payment of such a sum as, when combined with Federal benefits payable to or for those children, would equal fifty percent (50%) of the full pay;
 - (c) the dependents are three (3) or more children, a monthly payment of such a sum as, when combined with Federal benefits payable to or for those children, would equal the total of:
 - (i) sixty percent (60%) of the full pay;
 - (ii) sixty-five dollars (\$65.00) per month for each child beyond three (3) in number; provided that in no case will the compensation paid under this paragraph (2)(c)(ii) be more than the compensation that would be payable under paragraph (1).
3. Where a member has lived with and contributed to the support and maintenance of a common-law spouse and
 - (a) where the member and the common-law spouse have no children, for a period of three (3) years; or
 - (b) where the member and the common-law spouse have children, for a period of one (1) year,

immediately preceding the death of the member and where they do not leave a dependent surviving spouse, the Board may pay the compensation to which the dependent surviving spouse would have been entitled under this schedule to the common-law spouse.
4. Subject to paragraph 5, where compensation is payable as a result of the death of a member under paragraph 2 and where, at the date of death the member and dependent spouse were living separate and apart, and

- (a) there was in force at the date of death a court order or separation agreement providing periodic payments for support of the dependent spouse or children living with that spouse, no compensation under paragraph 2 will be payable to the spouse or children living with the spouse; but
 - (i) where the payments under the order or agreement were being substantially met by the member, monthly payments will be made in respect of that spouse and children equal to the payments due under the order or agreement, or
 - (ii) where the payments under the order or agreement were not being substantially met by the member, monthly payments will be made up to the level of the support that, in the opinion of the Board, the spouse and those children would have been likely to receive from the member if death had not occurred; or
 - (b) there was no court order or agreement in force at the date of death providing payment for support of the dependent spouse, or children living with that spouse; and
 - (i) the member and dependent spouse were living separate and apart for a period of less than three (3) months preceding the date of death of the member, compensation will be payable as provided in paragraph 2, or
 - (ii) the member and dependent spouse were separated with the intention of living separate and apart for a period of three (3) months or longer preceding the death of the member, monthly payments will be made up to the level of support which, in the opinion of the Board, the spouse and those children would have been likely to receive from the member if the death had not occurred.
5. The compensation payable under paragraph 4 will not, in any case, exceed the compensation that would have been payable under paragraph 2(1) if there had been no separation.
 6. Where there is a surviving spouse and a child or children, and the surviving spouse subsequently dies, the allowance to the children will, if the children are in other respects eligible, continue and will be calculated in like manner as if the member had died leaving no surviving spouse.
 7. No sum payable as compensation hereunder will be assigned.
 8. Where any situation arises that is not expressly covered by the terms of this Schedule and the parties cannot resolve the situation, the matter may be referred to arbitration by either party and the provisions of Clause 11.1 (Grievances) of the Agreement will apply with respect to such arbitration.

9. (1) Any Workers' Compensation or pension or annuity, or other compensation not personally contracted for by the deceased member or any dependent of the deceased member or any other person entitled to and receiving compensation under these provisions; or
 - (2) Any criminal injuries compensation award under the Criminal Injuries Compensation Act of British Columbia, or any other Federal, Provincial, or Municipal legislation that is paid or awarded by reason of the member's death

will, upon being paid or awarded, be paid or assigned by the recipient to the Board.
10. The compensation payable hereunder to a surviving spouse or common-law spouse of a deceased member will cease on the date that the deceased member would have been entitled to an unreduced pension had the member not died in the manner described in paragraph 2.
11. Where compensation payable hereunder ceases to be paid to a dependent surviving spouse or common-law spouse for either of the reasons set forth in paragraph 10, then any compensation payable hereunder to children as dependent children of the dependent surviving spouse or common-law spouse (as the case may be) will also cease.
12. If a dispute arises between two (2) or more parties with respect to the determination of the "spouse" for the purposes of Clause 8.12 then the Board will pay the disputed sums into trust pending resolution by the parties.

9. INDEMNIFICATION OF MEMBERS

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

- (a) The City will indemnify for necessary and reasonable legal costs a member who is charged with a criminal offence, or an offence under any provincial statute (other than for minor traffic offences) arising from the performance, or attempted performance, in good faith, of the member's duties as a police officer.
- (b) (i) The City will indemnify a member for necessary and reasonable costs for up to a three (3) hour consultation by the member with a lawyer as to whether the member should make a statement, and if so, in what form, if the member learns that an allegation has been made that the member misconducted themselves in the performance of their duties if the member
 - (1) reasonably believes that the allegation may result in the initiation against the member of proceedings under the Criminal Code; and

- (2) has been asked by the Board or a person in authority to make a statement to anyone about the facts connected with the allegation.
- (ii) No prior arrangement for indemnification need be made by the member with the City before obtaining the advice if fees for only up to three (3) hours' services will be claimed.
- (iii) If the member considers the allegation involves a matter that is complex or serious so as to warrant more than three (3) hours' legal assistance the member may, before consulting the lawyer, seek the City's agreement to indemnify the member for the cost of more than three (3) hours' services of the lawyer. In such cases the City will not unreasonably refuse to agree to indemnify the member for the cost of reasonable and necessary services.
- (iv) If it is proven that the member did not act in good faith in the performance of the member's duties as a police officer, the Association will indemnify the City for the amount properly paid by it pursuant to this Clause.
- (c) (i) If a member is named defendant in a civil action for damages arising from acts done in the performance, or attempted performance, in good faith of the member's duties as police officer, the member will be represented by counsel appointed by the City and all necessary and reasonable legal costs and damages will be borne by the City, PROVIDED THAT the City's obligations are conditional upon the member cooperating fully in the defence of the action, AND PROVIDED THAT Counsel appointed by the City is given full authority in the conduct of the action, including authority to settle the action at any time in the manner Counsel deems advisable in the circumstances.
- (ii) If Counsel appointed by the City determines that a conflict exists between a member's defence of a civil action and the City'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 City.
- (d) (i) A member who is a respondent at a public hearing held pursuant to Division 3 of Part 11 of the Police Act, R.S.B.C., 1996, c. 367, arising from acts done in the performance, or attempted performance, in good faith, of the member's duties as a police officer will be indemnified for the necessary and reasonable legal costs incurred in representing the member at the public hearing.
- (ii) A member who appeals under Section 154(3) and (4) of the Police Act, R.S.B.C., 1996, c. 367, the decision of an adjudicator at a public hearing arising from acts done in the performance, or attempted performance, in good faith, of the member's duties as a police officer will be indemnified for the necessary and reasonable legal costs incurred in representing the member in the appeal ONLY WHERE the appeal is successful.

- (e) A member who causes the death of another person arising out of the performance, or attempted performance, in good faith of the member's duties will be indemnified for the necessary and reasonable legal costs to represent the member at an inquest held pursuant to a statute of the Province of British Columbia.
- (f) Where a member desires to have legal representation in a royal commission or proceedings not otherwise referred to in this Clause the member may, prior to the commencement of the proceedings, request the Board to recommend to City Council that the City indemnify the member for all or a portion of necessary and reasonable legal costs. Upon receiving such a request the Board will afford the member an opportunity to appear before it for the purpose of attempting to persuade it that such a recommendation is appropriate. The Board, having afforded the member such an opportunity may, in its unqualified discretion, recommend to the City that the request be granted, or that it be granted subject to conditions, or the Board may deny such request. It is understood that the City may accept, modify or reject the recommendation of the Board.
- (g) Notwithstanding the other provisions of this Clause, members will NOT be indemnified for punitive damages; for legal costs arising from grievances under the Collective Agreement; for hearings arising from charges under Part 11 – Misconduct, Complaints, Investigations, Discipline and Proceedings of the Police Act [RSBC 1996] Chapter 367; for discipline proceedings arising from charges under the Code of Professional Conduct; for acts or omissions of members which did not arise in, or result from, circumstances peculiar to the execution of police duties; for actions which amount to willful neglect or a gross dereliction of duty, or deliberate abuse of police power; or for willful violation of a lawful order.
- (h) Notwithstanding the other provisions of this Clause, where two (2) or more members are charged with an offence or made the subject of an action, inquiry, public hearing, inquest, or royal commission, described in paragraphs (a) and (c) through (g), arising out of substantially the same circumstances, the City may limit its indemnification pursuant to this Section to the reasonable legal costs of ONE (1) solicitor to represent the interest of both/all of them, including representation at any appeal, UNLESS the solicitor is of the view that it would be improper for such solicitor to so represent both/all of them. If one solicitor is to be retained and the members are unable to agree on which solicitor, the matter will be conclusively settled by a designate of the Board and a designate of the Association.
- (i)
 - (i) No notice is required from members seeking indemnity for three (3) hours' consultation under Clause 9(b)(i).
 - (ii) Members who intend to apply for indemnification under any other provision of this Clause will notify the Chief Constable or designate, in writing, within 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 hearing, action, inquiry, inquest or royal commission. Failure to comply with this paragraph may result in a member being denied indemnification.

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

10. ABSENCE FROM DUTY OF ASSOCIATION OFFICIALS

Any member of the Association appointed to attend any convention on behalf of the Association will be granted leave of absence without pay, at the discretion of the Chief Constable. An Executive Officer of the Association will be granted time off to attend meetings of the organization, at the discretion of the Chief Constable.

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

11. GRIEVANCE PROCEDURE

11.1 Grievances

Any difference concerning the dismissal, discipline, or suspension of a member or the interpretation, application or operation of this Agreement or concerning any alleged violation of this Agreement (hereinafter referred to as "grievances") will be finally and conclusively settled without stoppage of work in the following manner:

- (a) Effective 2022 July 25, any dispute as defined in the Labour Relations Code with respect to any matter not covered by the terms of this agreement shall, during the term of this agreement, be subject to Collective Bargaining between the parties hereto, it being understood that the bargaining representatives of the Association may meet in the first instance with the Chief Constable.
- (b) Effective 2022 July 25, 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 at the Labour-Management level. Such discussions do not constitute a formal part of the grievance procedure.
- (c) Effective 2022 July 25, any differences concerning the interpretation, application, or operation of this agreement, or concerning alleged violation of this agreement, shall be finally and conclusively settled without stoppage of work in the following manner:
 - (i) Step One - The grievance shall be submitted in writing to the Chief Constable thirty (30) calendar days following the occurrence giving rise to the grievance or, within thirty (30) calendar days from the time the grievor or their agent should reasonably have known of the occurrence. Should the Chief Constable be unable to settle the matter within thirty (30) calendar days of receipt, the Chief Constable shall submit the grievance to the Board.

- (ii) Step Two - The Board and the aggrieved member, with the member's Association Representative shall meet within thirty (30) calendar days after receipt of the grievance by the Board from the Chief Constable and make every effort to settle the grievance.
- (d) Should no settlement be reached under Clause (c) above within ten (10) days, or within such further period as may be mutually agreed upon by the parties, the grievance will be submitted to a single Arbitrator who will be selected by the parties within fourteen (14) days from the date either party notifies the other that a grievance is being referred to arbitration. PROVIDED THAT if either party so elects, the grievance will be submitted to a three (3) person Arbitration Board, in which case each party will name its nominee to the Arbitration Board within fourteen (14) days from the date either party notifies the other party that a grievance is being referred to arbitration; within a further fourteen (14) days the nominees will select a Chairperson of the Arbitration Board.
- (e) In the event the parties fail to agree upon a single Arbitrator, or the nominees fail to agree upon a Chairperson, within the time limits set out herein, a request will be submitted by the parties or the nominees to the Minister of Labour to have one appointed.
- (f) The time limits as referred to in paragraph (d) above may be extended by mutual agreement between the parties.
- (g) The provisions of the Labour Relations Code of British Columbia as to procedures will apply.
- (h) The finding of such single Arbitrator or Arbitration Board will be final and binding upon both parties.

12. WRONGFUL DISMISSAL

Where under Clause 11.1 an Arbitration Board finds that a member has been dismissed, suspended or otherwise disciplined for other than proper cause, such Arbitration Board may:

- (a) Direct the Board to reinstate the member and pay to the member a sum equal to the member's wages lost by reason of their dismissal, suspension or other discipline or such lesser sum as, in the opinion of Arbitration Board, is fair and reasonable; or
- (b) Make such other order as it considers fair and reasonable, having regard to the terms of this Agreement.

13. JOINT COMMITTEE

It is agreed that the purpose of this Clause is to provide for the immediate establishment of a Joint Committee comprising the Chief Constable and such other members of the Department as the Chief Constable might designate, and such members of the Department as the Association might designate. The Joint Committee will meet once per month unless by mutual consent both

parties agree to meet more or less frequently. The purpose of this Committee is to provide a forum for regular discussion of problems affecting either or both of the parties, and for the communication to the other of each party's thinking on matters of mutual concern.

14. REDUCTION OF THE WORK FORCE, LAYOFF, RECALL

14.1 Definitions

- (a) For the purposes of this Clause 14 "layoff" means the temporary or permanent termination of employment of a member as a result of the Board's decision to reduce the work force.
- (b) For the purposes of this Clause 14 "seniority" means the length of service since the date of the member's last current enlistment.

14.2 Notification of Association

Where the Board determines that it is necessary to reduce the work force in such a manner that one or more layoffs will occur, it will 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.

14.3 Notification of Members

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

14.4 Reduction in Rank

Reduction of the number of members in a rank will 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, will 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 will 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.

14.5 Layoff

- (a) Members will be laid off in the order of reverse seniority.
- (b) Medical, Dental and Group Life coverage for laid off members will cease as of the last day of the month during which the layoff commenced. All other benefits will cease on the day of the layoff.
- (c) At least five (5) working days prior to their effective date of layoff, members will be required to elect in writing to avail themselves of the procedures set forth in Clause 14.6, Recall OR Clause 14.7, Compensation. If a member fails to make such election

within the specified period the member will be deemed to have elected compensation pursuant to Clause 14.7.

14.6 Recall

The following will apply only to laid off members who have elected this process pursuant to paragraph (c) of Clause 14.5:

- (a) No new members will be hired following layoff until those members who were laid off have been given a reasonable opportunity of recall as detailed below.
- (b) Subject to the provisions below, laid off members will be recalled in order of seniority, and will retain their right to be recalled for three (3) years immediately following the date of layoff.
- (c) Laid-off members will 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 will advise the member by double-registered letter directed to the latest mailing address provided by the member, and will 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 them will have no further right to recall under this Clause.
- (f) Upon making contact with a laid off member as outlined in paragraph (d) above, the Board will notify the member of the time and place for reporting to work, providing that the Board will, on request, allow the member to report to work up to fourteen (14) days from the date of the Board's initial attempt to contact the member, or at the discretion of the Chief Constable whose approval will not be unreasonably withheld, up to an additional fourteen (14) days.
- (g) A laid off member who refuses to or does not report to work at the time and place as determined in paragraph (f) above will have no further right to recall under this Clause.
- (h) Nothing in this Clause will prohibit a member who has forfeited their rights to recall from applying for vacancies (following such time as all eligible laid off members have been given a reasonable opportunity of recall) and being appointed in accordance with the provisions of Clause 5.12 of the Collective Agreement.

14.7 Compensation

The following will apply only to laid off members who have elected this process, or who are deemed to have elected this process, pursuant to paragraph (c) of Clause 14.5:

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

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

- (b) Laid off members will be entitled to compensation of two (2) week's pay for between six (6) months and two (2) years of continuous service and one (1) additional week's pay for each continuous year of service thereafter, subject to a total maximum of eight (8) weeks' pay.
- (c) Members who elect or are deemed to have elected compensation pursuant to paragraph (c) of Clause 14.5 will be considered terminated on the effective date of layoff.

15. NO DISCRIMINATION

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

16. SCHEDULES

The following Schedules are attached to and form a part of this Collective Agreement:

- Schedule "A" - Monthly Salaries and Rates
- Schedule "B" - Compressed Work Week
- Schedule "C" - Position of Property Control Officer
- Schedule "D" - Supplementary Annual Leave
- Schedule "E" - Letter of Understanding – Job Sharing
- Schedule "F" - Letter of Agreement – Commercial Vehicle Inspector
- Schedule "G" - Letter of Understanding – Shift Scheduling

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

SIGNED FOR THE NEW WESTMINSTER
MUNICIPAL POLICE BOARD:

"Patrick Johnstone"

Chairperson

2023 September 08

Date

SIGNED FOR THE NEW WESTMINSTER
POLICE OFFICERS' ASSOCIATION:

"Roger Rempel"

President

"Stuart Jette"

Vice-President

"Eric Blower"

Secretary

"Darryl Pakosh"

Treasurer

2023 September 19

Date

SCHEDULE "A"PART A

NEW WESTMINSTER MUNICIPAL POLICE BOARD
AND
NEW WESTMINSTER POLICE OFFICERS' ASSOCIATION
MONTHLY SALARIES AND RATES
EFFECTIVE 2020 JANUARY 01 - 2022 DECEMBER 31

Key: A – 2020 January 01 – December 31
B – 2021 January 01 – December 31
C – 2022 January 01 – December 31

<u>RANK</u>		<u>INDEX</u> (%)		<u>MONTHLY</u> (\$)	<u>BI-WEEKLY</u> (\$)	<u>HOURLY</u> (\$)
Constable	- 5 th Class	70	A	6173	2839.36	35.49
			B	6327	2910.19	36.38
			C	6516	2997.13	37.46
	- 4 th Class	75	A	6614	3042.20	38.03
			B	6779	3118.10	38.98
			C	6982	3211.47	40.14
	- 3 rd Class	80	A	7054	3244.59	40.56
			B	7230	3325.54	41.57
			C	7447	3425.35	42.82
	- 2 nd Class	90	A	7936	3650.27	45.63
			B	8134	3741.35	46.77
			C	8378	3853.58	48.17
	- 1 st Class	100	A	8818	4055.96	50.70
			B	9038	4157.15	51.96
			C	9309	4281.80	53.52
	- After 10 years & fulfilled requirements for increment (See Note 3 in Part B)	105	A	9259	4258.81	53.24
			B	9490	4365.06	54.56
			C	9774	4495.69	56.20
- After 15 years & fulfilled requirements for increment (See Note 3 in Part B)	110	A	9700	4461.65	55.77	
		B	9942	4572.96	57.16	
		C	10240	4710.03	58.88	

SCHEDULE "A" - PART A (cont'd)

Page 2

Key: A – 2020 January 01 – December 31

B – 2021 January 01 – December 31

C – 2022 January 01 – December 31

<u>RANK</u>		<u>INDEX</u> (%)		<u>MONTHLY</u> (\$)	<u>BI-WEEKLY</u> (\$)	<u>HOURLY</u> (\$)
	- After 20 years & fulfilled requirements for increment (See Note 3 in Part B)	115	A	10141	4664.49	58.31
			B	10394	4780.87	59.76
			C	10705	4923.91	61.55
Sergeant		120	A	10582	4867.34	60.84
			B	10846	4988.77	62.36
			C	11171	5138.26	64.23
	- Fulfilled requirements for increment (See Note 3 in Part B)	125	A	11023	5070.18	63.38
			B	11298	5196.67	64.96
			C	11636	5352.14	66.90
	- Fulfilled requirements for increment (See Note 3 in Part B)	130	A	11463	5272.57	65.91
			B	11749	5404.12	67.55
			C	12102	5566.48	69.58
Staff Sergeant		135	A	11904	5475.41	68.44
			B	12201	5612.02	70.15
			C	12567	5780.37	72.25
	- Fulfilled requirements for increment (See Note 3 in Part B)	140	A	12345	5678.26	70.98
			B	12653	5819.92	72.75
			C	13033	5994.71	74.93
Property Control Officer	- 1 st Step (Probation)	75	A	6614	3042.20	38.03
			B	6779	3118.10	38.98
			C	6982	3211.47	40.14
	- 2 nd Step	83	A	7319	3366.48	42.08
			B	7502	3450.65	43.13
			C	7726	3553.68	44.42
	- 3 rd Step	91	A	8024	3690.75	46.13
			B	8225	3783.20	47.29
			C	8471	3896.35	48.70

SCHEDULE "A"PART B

Key: A – 2020 January 01 – December 31
 B – 2021 January 01 – December 31
 C – 2022 January 01 – December 31

NOTES:1. Dog Handler

A member who is required to perform in the capacity of Dog Handler will receive, in addition to regular pay, monthly compensation in the amount of four percent (4.0%) of the monthly rate for a 1st Class Constable. The Dog Handler allowance is as follows:

A	\$352.72 per month
B	\$361.52 per month
C	\$372.36 per month

2. Field Trainer

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

A	\$40.56 per eight (8) hour day \$60.84 per twelve (12) hour day
B	\$41.60 per eight (8) hour day \$62.40 per twelve (12) hour day
C	\$42.84 per eight (8) hour day \$64.26 per twelve (12) hour day

3. Requirements for increments as follows:

Constables

Constables having completed ten (10), fifteen (15) and twenty (20) years of service will be eligible to receive, respectively, one hundred and five percent (105%), one hundred and ten percent (110%) and one hundred and fifteen percent (115%) of the First Class Constable rate of pay. In order to qualify for the receipt of such increments, those attaining such eligibility must, by such date, have successfully completed on their own time five (5) external courses of study approved by the Department per increment and have successfully passed an examination set and administered by the Department.

Sergeant and Staff Sergeant

Progression through the increments will occur upon completion of a minimum of three (3) years' service at each increment PROVIDED THAT during such period of service an employee successfully completes three (3) external courses of study approved by the Department on their own time and successfully passes an examination set and administered by the Department.

4. Forensic Identification Specialty Pay

Effective 2022 July 25, upon successful completion of the National Basic Identification Course, a member in FIU shall receive five percent (5%) specialist pay, provided that in no circumstances shall the combination of specialist pay and increment level for such a Constable exceed a level of one hundred and fifteen percent (115%) of a First Class Constable rate of pay. In exchange for the addition of this Specialty Pay the Association agrees that there will be one FIU Specialist on Standby at all times.

SCHEDULE "B"

PROVISIONS REGARDING COMPRESSED WORK WEEK APPLICABLE TO THE
GENERAL DUTY SECTION, MAJOR CRIME SECTION, STREET CRIME UNIT, FORENSICS SECTION, TRAFFIC
SECTION AND DOG SECTION

A. GENERAL

1. The provisions contained in this Schedule "B" apply to all members assigned to the General Duty Section, the Major Crime Section, the Street Crime Unit, the Forensics Section, the Traffic Section and the Dog Section.
2. The basic principle is that a compressed work week schedule will not result in increased costs to the Board nor any loss of normal earnings to members.
3. If any member wishes to obtain gainful employment on off-duty hours while a compressed work week schedule is in effect the member will first obtain the approval of the Board. The request for such approval must be in writing to the Board and directed through the Chief Constable.
4. It is agreed that the Chief Constable has the prerogative to vary the hours of duty for members assigned to support and administrative duties, supervisory duties and to other specific duties as required by the exigencies of the Department. It is agreed that members assigned as outlined in this paragraph will work an eight (8) hour, five (5) day week.
5. All members who are on a compressed work week schedule and who are required to attend training courses will have their scheduled days off varied in order that they neither gain nor lose time off as a result of reverting to an eight (8) hour day.
6. Definitions of the work day, the work week and weekly leave for those members on a compressed work week schedule will be considered to have been revised to conform to the applicable compressed work week schedule.
7. A joint committee will be established consisting of two (2) representatives from the Department and two (2) representatives from the Association. This joint committee will have the purpose of reviewing the operations of the shift schedules contained in this Schedule "B" on an as-required basis and will also have authority to decide whether or not there existed unusual operational requirements as referred to in paragraph 5 of Part B below.

B. GENERAL DUTY SECTION AND DOG SECTION

Subject to the provisions of PART A above, the parties agree that the compressed work week schedule applicable to the General Duty Section, and Dog Section will have the following features:

1. Shifts will be twelve (12) continuous hours in length.

2. The basic shift schedule for the General Duty Section and the Dog Section will consist of four (4) platoons, with members working twelve (12) hour shifts from 07:00 hours to 1900 hours for two (2) days, with a twenty-four (24) hour rest period, and from 1900 hours to 0700 hours for two (2) nights, followed by four (4) days off. It is, however, agreed that the Chief Constable has the prerogative to vary the hours of duty for members assigned to the Dog Section.
3. The Department will have the right to assign one (1) or two (2) members to work a shift which commences up to two (2) hours earlier than the standard day shift or the standard night shift.
4. The Chief Constable may advance or retard start times for any member without penalty for up to two (2) hours in either direction of the scheduled start time in the case of unusual operational requirements. In any circumstance where the Chief Constable believes there to be unusual operational requirements and alters the shift start times as set out in this paragraph 5, such provision is subject to review by the joint committee established in paragraph 7 of PART A above. If the joint committee determines that there were not unusual operational requirements, then overtime rates will be paid for all hours worked outside of the normal shift hours, provided however that such overtime payments will include any straight time pay received for those hours.
5. The work week will average forty (40) hours in length as follows:
 - (a) The shift schedule will be brought to an average of forty (40) hours per week by granting members time off equivalent to the number of hours in excess of an average of forty (40) hours per week which they have worked. Such time off will be known as "float time".
 - (b) Up to four (4) twelve (12) hour shifts of float time per member per year will be scheduled by the Department; provided that it will be fairly and evenly distributed amongst all members. It is understood and agreed that the Department will schedule such float time on certain statutory holidays and during other quiet periods and, if possible, it will be in conjunction with normal days off. Any remaining float time earned may be scheduled off by the member subject to normal restraints. It is agreed that float time must be taken off and cannot be paid for in cash.
6. Conversion of cost factors or benefits based on the working period is to be made on the ratio of the twelve (12) hour shift in comparison to the eight (8) hour shift so that there is no increase in cost to the Board and no loss to the member concerned. Some examples of such conversions include but are not limited to:
 - (a) (i) fifteen (15) working days' vacation equals one hundred and twenty (120) hours off or ten (10) twelve (12) hour shifts.

- (ii) twenty-five (25) working days' vacation equals two hundred (200) hours off or sixteen (16) twelve (12) hour shifts plus eight (8) hours.
- (iii) eleven (11) working days off for statutory holidays equals eighty-eight (88) hours off or seven (7) twelve (12) hour shifts plus four (4) hours.

All deductions or debits will be made on the basis of working hours. It is agreed that accumulated overtime will be used to make up the necessary time in order to have a completed twelve (12) hour shift off.

- (b) Sick leave of eighty (80) hours will be credited semi-annually. When it is earned for a period of less than six (6) months, a month will be equivalent to a credit of twelve (12) hours. Six (6) hours will have to be completed by a member otherwise the day will be classed as a day off sick.
- (c) Gratuity Days will be credited as forty (40) hours per year while deductions will be made at the rate of twelve (12) hours per shift.
- (d) A member who is required immediately following completion of a shift to work overtime of one-half ($\frac{1}{2}$) hour or more in excess of 12 (twelve) consecutive hours of regular police work (for purposes of this paragraph, Schedule "B" – B(6)(d), only to be deemed to be inclusive of the minimum 15 (fifteen) minutes preceding shift start time that a member is required to report for duty) will be paid at the rate of one and one-half ($1\frac{1}{2}$) times the hourly rate of such member for the first two (2) consecutive hours and at the rate of double the hourly rate for all hours worked by such member thereafter.
- (e) Members who are required to attend at court will be compensated in accordance with the following:
 - (i) members working Day shift will receive no court time compensation;
 - (ii) members working afternoon shift will receive compensation at the rate of six (6) hours at straight time for the morning session and four (4) hours at straight time for the afternoon session; EXCEPT THAT, when a member is required to attend court or attend a prosecutor's interview at a time which falls entirely within the member's scheduled shift, the member will receive no court time compensation; and
 - (iii) members working the Night shift will receive compensation at the rate of six (6) hours at straight time for the morning session and four (4) hours at straight time for the afternoon session. It is agreed that when a member is working the Night shift and is required to attend Court following their tour of duty, that member may be detailed to take time

off in the early morning hours and this time will be deducted from their accumulated overtime.

- (iv) Attendance at court on weekly leave, annual leave, and time off with pay as defined in Clause 6.10 of the Collective Agreement will be in accordance with the provisions of Clause 6.7 'Court Time and Denotification'.
 - (f) In every twelve (12) hour shift each member will receive one (1) sixty (60) minute meal period and one (1) thirty (30) minute coffee break.
7. Shift differential will be paid to members at the rate of one dollar and thirty-five cents (\$1.35) (effective 2021 January 01, one dollar and forty cents (\$1.40)) per hour for all regular hours worked between 1900 hours of one day and 0700 hours of the following day. There will be no payment of shift differential for hours worked between 0700 hours and 1900 hours of any day. No member will be paid any shift differential for hours for which overtime, callout or other premiums are payable.
 8. The Association recognizes that the setting of court dates is not within the control of the Department; and the Department agrees that wherever possible the court liaison officer will attempt to establish court dates in accordance with the following priorities, such as: first, day shift; then days off; then night shift.
 9. Members assigned to the Patrol Division will continue to work the twelve (12) hour shift configuration as indicated by the Collective Agreement with the following changes and exceptions being made:
 - On the scheduled night shifts the early cars, and any additional resources, may be scheduled to start as early as 1600 hours and no later than 1900 hours.
 - Each Watch must maintain an adequate number of resources scheduled to cover the time period after 0400 hours.
 - For members working at 1600 hours court time premiums will be paid in accordance with Clause 6.7(a)(ii) of the Collective Agreement.

C. MAJOR CRIME SECTION, STREET CRIME UNIT, FORENSICS SECTION, TRAFFIC SECTION, AND OPERATIONAL SUPPORT

Subject to the provisions of PART A above, the parties agree that the compressed work week schedule applicable to the Major Crime Section, Street Crime Unit, Forensics Section, and Traffic Section will have the following features:

1. Shifts will be ten (10) continuous hours in length. The normal work week will be forty (40) hours in length.
2. The normal shift schedules will be as set out below:

(a) Major Crime Section

- (i) The Major Crime Section will work two (2) standard shifts, Day shift: 0800 hours - 1800 hours and Afternoon shift: 1200 hours - 2200 hours.
- (ii) Members will work two (2) consecutive calendar weeks on each shift, scheduled on duty in blocks of four (4) consecutive shifts. When a statutory holiday occurs on a Monday, the members normally assigned to Afternoon shift on the statutory holiday will work the following Friday instead, provided however that such reassignment of shift will be scheduled in advance.
- (iii) Shift schedules will be based on a shift ladder through which every member rotates, an example of which is set out in Appendix 1, which is attached hereto and forms a part of this Schedule "B".
- (iv) Shifts may be scheduled by the Department on a twenty four (24) hour a day and seven (7) day a week basis.

(b) Street Crime Unit

- (i) The Street Crime Unit will work the following standard shifts:

Day Shift-	0900 - 1900 hours (Tuesday through Friday)
Afternoon Shift-	1600 - 0200 hours (Wednesday through Saturday)
- (ii) Members will work on each standard shift alternating on a weekly basis, scheduled on duty in blocks of four (4) consecutive shifts.

(c) Forensics Section

The Forensics Section will work a ten (10) hour shift rotation as agreed between the parties.

(d) Traffic Section

- (i) The Traffic Section will work the following standard shifts:

Day shift –	0600-1600
Afternoon shift (Wednesday and Thursday) –	1400-2400
Afternoon shift (Friday and Saturday) –	1700-0300

- (ii) Members will work shifts based on the following rotation:

4 on/4 off
 4 on/4 off
 4 on/2 off
 4 on/2 off

At the conclusion of the four (4) weeks the rotation will commence again at the top.

- (e) Operational Support Unit

- (i) The Operational Support Unit will work the following standard shifts:

Tuesday to Friday day shift – 0700-1700
 Wednesday and Thursday Afternoon shift – 1400-2400
 Friday and Saturday Afternoon shift – 1700-0300

- (ii) Members will work two (2) weeks of day shifts (Tuesday to Friday) followed by two (2) weeks of afternoon shifts (Wednesday to Saturday) based on the following rotation:

4 (four) day shifts / 3 (three) off
 4 (four) day shifts / 4 (four) off
 4 (four) afternoon shifts / 3 (three) off
 4 (four) afternoon shifts / 2 (two) off

At the conclusion of the four (4) weeks the rotation will commence again at the top.

3. It is agreed that the Chief Constable has the prerogative to vary the hours of duty for members assigned to the Major Crime Section, Street Crime Unit, Forensics Section, Traffic Section, and Operational Support Unit as required by the exigencies of the Department.
4. The ten (10) hour shift will not result in increased cost to the Board over the period of the trial nor any loss of normal earnings to members. The conversion of cost factors and benefits will be based on the eight (8) hour shift. Some examples of such conversions include but are not specifically limited to:
- (a) (i) Twenty (20) working days of vacation equals one hundred and sixty (160) hours off or sixteen (16) ten (10) hour shifts.
- (ii) Ten (10) working days of sick leave equals eighty (80) hours or eight (8) ten (10) hour shifts.

- (iii) All other deductions or debits will be made in accordance with the same principle, and that is on the basis of working hours.
 - (b) Sick leave of eighty (80) hours will be credited semiannually. When sick leave is earned for a period of less than six (6) months, twelve (12) hours will be earned for each month. Five (5) hours will have to be completed by a member otherwise the day will be classed as a day off sick.
 - (c) Gratuity Days will be credited as forty (40) hours per year while deductions will be made at the rate of ten (10) hours per shift.
 - (d) A member who is required immediately following completion of a shift to work overtime of $\frac{1}{2}$ (one-half) hour or more in excess of ten (10) consecutive hours of regular police work (for purposes of this paragraph, Schedule "B" – C(4)(d), only to be deemed to be inclusive of the minimum fifteen (15) minutes preceding shift start time that a member is required to report for duty) will be paid at the rate of one and one-half ($1\frac{1}{2}$) times the hourly rate of such member for the first two (2) consecutive hours and at the rate of double the hourly rate for all hours worked by such member thereafter.
 - (e) Court Time
 - (i) Subject to the provisions set out in sub-paragraph (ii) below, members required to attend at court or for a prosecutor's interview will be compensated in accordance with Clause 6.7 of the Collective Agreement, COURT TIME; EXCEPT THAT, when a member is required to attend at court or upon a prosecutor at a time which falls entirely within the member's scheduled shift, the member will receive no court time compensation.
 - (ii) Members assigned to the Street Crime Unit who are required to attend at court while on afternoon shift will receive compensation of four (4) hours at straight time for each session at which they are required to attend.
5. Shift differential will be paid to members at the rate of one dollar and thirty-five cents (\$1.35) (effective 2021 January 01, one dollar and forty cents (\$1.40)) per hour for all regular hours worked between 1900 hours of one day and 0700 hours of the following day. There will be no payment of shift differential for hours worked between 0700 hours and 1900 hours of any day. No member will be paid any shift differential for hours for which overtime, callout or other premiums are payable.
6. In every ten (10) hour shift a member may be permitted to take one (1) sixty (60) minute meal period and two (2) fifteen (15) minute coffee breaks.

This is the Appendix referred to in paragraph 2(a) of PART C of Schedule "B".

APPENDIX 1

MAJOR CRIME SECTION

TEAM:	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
A		D	D	D	D			D	D	D	D				A	A	A	A					A	A	A	A			
B				A	A	A	A				A	A	A	A	D	D	D	D					D	D	D	D			
C				D	D	D	D				D	D	D	D				A	A	A	A		A	A	A	A			
D		A	A	A	A			A	A	A	A							D	D	D	D		D	D	D	D			

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
A				D	D	D	D				D	D	D	D				A	A	A	A		A	A	A	A			
B		A	A	A	A						A	A	A	A				D	D	D	D		D	D	D	D			
C				D	D	D	D				D	D	D	D				A	A	A	A		A	A	A	A			
D		A	A	A	A			A	A	A	A							D	D	D	D		D	D	D	D			

Eight (8) Week Schedule of TEN (10) Hour Shifts

Day Shift 0800 - 1800

Afternoon Shift 1200 - 2200

SCHEDULE "C"EMPLOYMENT TERMS AND CONDITIONS FOR THE POSITION OF
PROPERTY CONTROL OFFICER

The Property Control Officer will be covered by the terms and conditions of the Collective Agreement between the parties with the following exceptions:

A. The following Clauses of the 2020-2022 Collective Agreement will not apply to the position of Property Control Officer:

5.2	Promotional Policy	6.3	Clothing Allowance
5.4	Probation	6.4	Dry Cleaning Allowance
5.5	Increments	8.9	Pension Plan
5.12	Re-enlistment		

B. The following additional provisions will apply to the position of Property Control Officer:

1. Probationary Period

- (a) Each new member will be placed in a probationary capacity until the member has completed twelve (12) months of service;
- (b) Such probationary period will be for the purpose of determining the member's suitability for regular employment. At any time during such period, a probationary member may be terminated if it can be satisfactorily shown that the member is unsuitable for regular employment.
- (c) A probationary member's suitability for regular employment will be decided on the basis of factors such as the member's
 - (i) quality of work
 - (ii) conduct
 - (iii) ability to work harmoniously with others
 - (iv) ability to meet standards set by the Board
- (d) If a probationary member continues in the same position on a regular basis, seniority, annual leave benefits and other perquisites referable to length of service will be based on the original date of employment.

2. Clothing Allowance

- (a) The Property Control Officer will be paid four dollars and fifty-four cents (\$4.54) (effective 2021 March 30, four dollars and seventy-three cents (\$4.73)) for each day that the member is required to dress for a court appearance, Prosecutor's

interview or other such formal appearance which the Chief Constable agrees justifies the aforementioned clothing allowance.

- (b) Appropriate protective clothing (i.e. a smock or coveralls) will be provided to the Property Control Officer and such clothing will be dry cleaned with the cost of dry cleaning borne by the Board.

3. Pension Plan

- (a) Upon becoming employed by the Board, a member will become eligible to contribute to the Municipal Pension Plan in accordance with the rules of the Municipal Pension Plan;
- (b) All members who reach maximum retirement age as set forth in the rules of the Municipal Pension Plan will be retired whether contributing under or not;
- (c) Subject to the rules of the Municipal Pension Plan, the Property Control Officer will be placed in Group 1.

4. Increments

- (a) Upon the completion of twelve (12) months of service which is satisfactory to the Board, the Property Control Officer will receive the second increment in the appropriate salary range. Upon the completion of twenty-four (24) months of satisfactory service, the Property Control Officer will receive the third increment in the appropriate salary range;
- (b) Where the Chief Constable is satisfied that the candidate appointed to the position of Property Control Officer has qualifications, training and/or experience which warrant additional initial remuneration, the Chief Constable may make the initial appointment at the second or third increment. Subsequent increments on the salary range for the position, if applicable, will be granted annually thereafter, upon the completion of twelve (12) months' service satisfactory to the Board;
- (c) The Association may submit written recommendations to the Chief Constable on the matter contained in paragraph 4(b) herein.

SCHEDULE "D"SUPPLEMENTARY ANNUAL LEAVE: EXPLANATION OF THE TABLE

The figures show the number of hours of supplementary annual leave, and appear in the calendar year in which they are credited to a member. These supplementary annual leave hours may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next forty (40) hours are credited.

Example: A member hired in 2004 is in their sixteenth (16th) calendar year during 2019: The member is credited in 2019 with forty (40) hours of supplementary annual leave which may be taken between 2019 and 2023. In 2024 the member will be credited with a further forty (40) hours of supplementary annual leave, etc.

In summary, each member will receive forty (40) hours of supplementary annual leave at the beginning of each five (5) years following the completion of fifteen (15) calendar years of service, with each forty (40) hours to be taken during the course of the five (5) year period.

No credit or portion thereof will be granted until the completion of each five (5) years of service.

Table Showing Supplementary Leave Entitlement
In Hours for the Years 2012 to 2024 By Years Hired

Year Hired	ENTITLEMENT YEAR												
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
2015	---	---	---	---	---	---	---	---	---	---	---	---	---
2014	---	---	---	---	---	---	---	---	---	---	---	---	---
2013	---	---	---	---	---	---	---	---	---	---	---	---	---
2012	---	---	---	---	---	---	---	---	---	---	---	---	---
2011	---	---	---	---	---	---	---	---	---	---	---	---	---
2010	---	---	---	---	---	---	---	---	---	---	---	---	---
2009	---	---	---	---	---	---	---	---	---	---	---	---	40
2008	---	---	---	---	---	---	---	---	---	---	---	40	---
2007	---	---	---	---	---	---	---	---	---	---	40	---	---
2006	---	---	---	---	---	---	---	---	---	40	---	---	---
2005	---	---	---	---	---	---	---	---	40	---	---	---	---
2004	---	---	---	---	---	---	---	40	---	---	---	---	40
2003	---	---	---	---	---	---	40	---	---	---	---	40	---
2002	---	---	---	---	---	40	---	---	---	---	40	---	---
2001	---	---	---	---	40	---	---	---	---	40	---	---	---
2000	---	---	---	40	---	---	---	---	40	---	---	---	---
1999	---	---	40	---	---	---	---	40	---	---	---	---	40
1998	---	40	---	---	---	---	40	---	---	---	---	40	---
1997	40	---	---	---	---	40	---	---	---	---	40	---	---
1996	---	---	---	---	40	---	---	---	---	40	---	---	---
1995	---	---	---	40	---	---	---	---	40	---	---	---	---
1994	---	---	40	---	---	---	---	40	---	---	---	---	40
1993	---	40	---	---	---	---	40	---	---	---	---	40	---
1992	40	---	---	---	---	40	---	---	---	---	40	---	---
1991	---	---	---	---	40	---	---	---	---	40	---	---	---
1990	---	---	---	40	---	---	---	---	40	---	---	---	---

SCHEDULE "E"LETTER OF UNDERSTANDING - JOB SHARING

between the

NEW WESTMINSTER MUNICIPAL POLICE BOARD

(hereinafter called "the Employer")

and the

NEW WESTMINSTER POLICE OFFICERS' ASSOCIATION

(hereinafter called "the Association")

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

I. General

1. Job sharing is intended to provide temporary and relatively short duration (normally not exceeding one (1) year) accommodation for employees with particular difficulties associated with such things as maternity leave, child care, family complications, health problems and, under some situations, special educational leaves. It is not intended to provide preferred part-time employment on behalf of members and is clearly not a right of members but an accommodation that may be considered where it does not create significant operational problems, result in service delivery issues, affect the rights of other members, significantly complicate the administration of the Police Department or significantly increase the costs to the Employer. Subject to operational considerations, the Employer may make available one (1) half time position in order to accommodate an individual member's request to job share. To ensure that operational demands are not negatively impacted by an individual job share, the Employer may adjust job share assignments during the term of the job share.
2. Where a member occupying a regular full-time position wishes to job share and has received formal approval from the Chief Constable or designate and the Association, the member will be entitled to do so in accordance with the provisions of this Letter of Understanding.

II. Procedure

1. The member will apply in writing to the Manager of the approved area in which the job sharing is being requested. The member will indicate the reason for the request, including the hours and days of the week the member wishes to share and whether or not the member is contemplating entering into a job sharing arrangement with another member. A copy of the request will be forwarded to the Chief Constable and the Association.

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

III. Duration

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

IV. Employee Status and Working Conditions

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

- (b) Paid leave benefits, such as Vacation, Public Holidays, Sick Leave and Gratuity, will be earned on a proportionate basis in accordance with the ratio that the member's scheduled weekly hours bears to the full-time hours of the position being shared.
 - (c) The member's share of the premium payments for health and welfare benefits, such as Extended Health, Dental, and Group Life, will increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared.
3. In accordance with the general principles outlined in paragraph IV(2) above, except as otherwise provided herein, the following will apply to members:
- (a) Vacation Entitlement

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

Supplementary vacation will not be prorated as a result of a member participating in a job sharing arrangement.
 - (c) Public Holidays
 - (i) The member's public holiday entitlement and pay will be earned on a proportionate basis in accordance with the ratio that the member's scheduled weekly hours bears to the full-time hours of the position being shared. Such entitlement will be credited to their public holiday account effective January 1st of each calendar year, or effective as at the commencement of the job sharing arrangement in respect of the public holidays remaining in the balance of that calendar year.
 - (ii) Where the member has received an overage on the number of paid public holiday hours, the member may be scheduled to work without pay to make up the equivalent number of overpaid hours. Where the Employer is not able to schedule such additional work for the member, arrangements will be made to deduct the overage either from the member's compensating time off account or from the member's normal pay and such deduction will be done at year end or at the expiry of the job sharing arrangement, whichever is earlier.

(d) Dental, Extended Health, and Group Life

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

(e) Sick Leave and Gratuity

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

(f) Municipal Pension Plan

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

(g) Compassionate Leave

The provisions of paragraph 5.11 of Clause 5 of the Collective Agreement (Bereavement Leave) will apply to members participating in a job sharing arrangement, EXCEPT THAT, in normal circumstances the maximum paid leave to be granted such members is two (2) working days.

(h) Rank Index

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

V. Application of Clause 6 (Special Allowances)

Clause 6 of the Collective Agreement will apply to members participating in a job sharing arrangement, EXCEPT THAT Clause 6.3 (Clothing Allowance) will, if applicable, accrue on a prorated basis in accordance with the ratio that the member's scheduled weekly hours of work bears to the full-time hours of the position being shared.

VI. Application of Clause 6.6 (Overtime)

Clause 6.6 of the Collective Agreement will apply to members participating in a job sharing arrangement EXCEPT THAT,

- (i) regardless of the schedule of hours worked by a member in the job sharing arrangement, overtime (extended tour of duty) premiums as provided pursuant to Clause 6.6 will not be triggered unless and until a member is required to work overtime of one-half (½) hour or more in excess of eight (8), ten (10), or twelve (12), as the case may be, consecutive hours of regular police work; similarly, overtime premiums will not be triggered unless and until a member's weekly hours of work exceed forty (40);
- (ii) Clause 6.7(a) will not apply to members participating in a job sharing arrangement; instead, for attendance at Court on any day a member is not scheduled to work, the following provisions will apply:

Morning Session	4 (four) hours
Afternoon Session	4 (four) hours.

VII. Auxiliary and Regular Part-Time Employees

Auxiliary and/or Regular Part-Time members sharing a portion of a full-time position as a result of a job sharing agreement will continue to be treated in accordance with the applicable provisions of the Collective Agreement.

VIII. Termination

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

SCHEDULE "F"LETTER OF AGREEMENT

between the

NEW WESTMINSTER POLICE BOARD

and the

NEW WESTMINSTER POLICE OFFICERS' ASSOCIATION

RE: COMMERCIAL VEHICLE INSPECTOR

A. General

The New Westminster Police Board (the "Employer") and the New Westminster Police Officers' Association (the "Union") agree without prejudice, to implement specified terms and conditions of employment for any employee assigned to the new job classification of Commercial Vehicle Inspector. The classification of Commercial Vehicle Inspector will be included in the Collective Agreement between the New Westminster Police Board and the New Westminster Police Officers' Association. Employees assigned to the classification of Commercial Vehicle Inspector will be bargaining unit members of the New Westminster Police Officers' Association.

The Commercial Vehicle Inspectors will work as part of the Commercial Vehicle Inspection Program within the Traffic Section along with Police members, for the specific purpose of monitoring commercial vehicles within the municipality of New Westminster. The primary responsibility of this program is to enforce various Acts, including but not limited to the following, to ensure public safety and protection:

- Motor Vehicle Act and Regulations
- Commercial Transport Act and Regulations
- Dangerous Goods Act and Regulations
- Motor Fuel Tax Act and Regulations
- Passenger Transportation Act and Regulations
- Relevant Municipal bylaws

B. Terms and Conditions

The Commercial Vehicle Inspectors will be Special Municipal Constables as defined under the Police Act and will be subject to all the terms and conditions of the Collective Agreement with the following exceptions:

5.2	Promotional Policy	5.5	Increments
5.4	Probation	5.12	Re-enlistment

C. Probationary Period

Each new member will be placed in a probationary capacity until the member has completed twelve (12) months of service.

- (a) Such probationary period will be for the purpose of determining the member's suitability for regular employment, at any time during such period, a probationary member may be terminated if it can be satisfactorily shown that the member is unsuitable for regular employment.
- (b) A probationary member's suitability for regular employment will be decided on the basis of factors such as the member's:
 - (i) quality of work
 - (ii) conduct
 - (iii) ability to work harmoniously with others
 - (iv) ability to meet standards set by the Board
- (c) If a probationary member continues in the same position on a regular basis, seniority, annual leave benefits and other perquisites referable to length of service will be based on the original date of employment.

D. Hours of Work

- (a) Employees in the classification of Commercial Vehicle Inspector will work a compressed work week of forty (40) hours per week. Shifts will be scheduled on a rotating basis of any four (4), ten (10) hour shifts, scheduled between the hours of 0600 and 2200, Monday to Saturday.
- (b) The Employer retains the right to schedule the Commercial Vehicle Inspectors in a manner that best suits operational requirements of the section. Should a change in schedule be required to meet operational demands, the Employer will provide seven (7) calendar days of notice of such change. Required changes in the work schedule due to emergent situations will not require a notice period and will be done at the discretion of the Employer.
- (c) The shift pattern for the classification of Commercial Vehicle Inspector is included as Appendix 1 to this Letter of Understanding.

SCHEDULE "F" – LETTER OF AGREEMENT – COMMERCIAL VEHICLE INSPECTOR (cont'd)

Page 3

- (d) Other terms and conditions of employment for the classification of Commercial Vehicle Inspector will be according to the provisions of the Collective Agreement as outlined in Schedule B, Clause A, C 1, 3, 4, 5, 6.

E. Compensation

The rate of pay for Commercial Vehicle Inspectors will be:

Key: A – 2020 January 01 – December 31
 B – 2021 January 01 – December 31
 C – 2022 January 01 – December 31

	<u>INDEX</u> (%)		<u>MONTHLY</u> (\$)	<u>BI-WEEKLY</u> (\$)	<u>HOURLY</u> (\$)
1 st Step	80	A	7054	3244.59	40.56
		B	7230	3325.54	41.57
		C	7447	3425.35	42.82
2 nd Step	85	A	7495	3447.43	43.09
		B	7682	3533.44	44.17
		C	7913	3639.69	45.50
3 rd Step	91	A	8024	3690.75	46.13
		B	8225	3783.20	47.29
		C	8471	3896.35	48.70

F. Increments

- (a) Upon the completion of twelve (12) months of service which is satisfactory to the Board, the Commercial Vehicle Inspector will receive the second increment in the appropriate salary range. Upon completion of twenty-four (24) months of satisfactory service, the Commercial Vehicle Inspector will receive the third increment of the appropriate salary range.
- (b) Where the Chief Constable is satisfied that the candidate appointed to the position of Commercial Vehicle Inspector has qualifications, training and/or experience which warrant additional initial remuneration other than step one (1), the Chief Constable may make the initial appointment at the second or third increment. Subsequent increments on the salary range for the position, if applicable, will be granted annually thereafter, upon the completion of twelve (12) months' service satisfactory to the Board.

(c) Any new Commercial Vehicle Inspector may, at the discretion of the Chief Constable, receive recognition for some or all previous employment with another employer where they were performing substantially similar work. Such recognition of service shall be for the determination of vacation leave entitlement and increment purposes only.

G. Collective Agreement Provisions

Other terms and conditions of employment not outlined in this letter of agreement, will be in accordance with the provisions of the Collective Agreement between the Employer and the Union.

H. Trial Period/Term of Agreement

The Employer or the Union may terminate this Letter of Agreement at any time during the trial period by providing sixty (60) days of written notice to the other party.

Dated at New Westminster, British Columbia this _____ day of _____, 2015.

FOR THE EMPLOYER:

FOR THE ASSOCIATION:

Note: This Letter of Agreement has been carried forward to the 2019 Agreement and amended to reflect the dates and wages applicable to the term of this Agreement.

APPENDIX 1COMMERCIAL VEHICLE INSPECTION UNIT SCHEDULE

WEEK	SUN	MON	TUE	WED	THU	FRI	SAT
1			0600- 1600	0600- 1600	0600- 1600	0600- 1600	
2		1200- 2200	1200- 2200	1200- 2200	1200- 2200		
3			1200- 2200	1200- 2200	1200- 2200	1200- 2200	
4				0600- 1600	0600- 1600	0600- 1600	0600- 1600

SCHEDULE "G"LETTER OF UNDERSTANDING

between the

NEW WESTMINSTER MUNICIPAL POLICE BOARD
(hereinafter called "the Employer")

and the

NEW WESTMINSTER POLICE OFFICERS' ASSOCIATION
(hereinafter called "the Association")

SHIFT SCHEDULING

Both parties, the Employer and the Association, with the following attached conditions voluntarily enter into this agreement:

The changes being reflected have an impact on Schedule "B" of the current collective, for the period of time that this agreement is in effect.

Member assigned to the Patrol Division will continue to work the twelve (12) hour shift configuration as indicated by the Collective Agreement with the following changes and exceptions being made:

- ◆ Upon mutual agreement by the Association and the Employer a member assigned to the Patrol Division may be permitted, due to medical needs, to work a twelve (12) hour work schedule that consists of four (4) straight day shifts and four (4) days off.
- ◆ The assignment is a uniform position within the Patrol Division and responsible for filling all of the regularly assigned duties.
- ◆ This four (4) days shift schedule will only be filled in accommodating the medical needs of a member. An application to work this shift schedule shall be made to the NWPOA Executive and shall outline the reasons for the request, including a report from a medical Doctor to support the member's needs. An assessment from a Doctor or Specialist of the City's choice may also be required in support of the claim.
- ◆ A maximum of two (2) members may occupy this shift schedule at any one time, unless exigent circumstances exist and is approved by both Management and the NWPOA.

SCHEDULE "G" – LETTER OF UNDERSTANDING – SHIFT SCHEDULING (cont'd)

Page 2

- ◆ If a member is approved for a four (4) days shift schedule, a member from the Platoon following the effected Platoon may, at those members' request, work a four (4) nights schedule to correspond with the four (4) days shifting.
- ◆ No member shall be deployed to a four (4) nights schedule unless agreed upon by the member. Any member working a four (4) nights rotation shall be limited to a maximum of twenty eight (28) calendar days per request. The member may re-apply after returning to the regular Schedule "B" shifting on their original Platoon. All four (4) nights shift rotations shall be equally rotated through Platoon members requesting them.

Either the Employer or the Association can cancel this agreement with thirty (30) days' notice.

This Letter of Understanding is voluntarily and without prejudice in any future collective bargaining or grievance matters.

Signed

"Mike Judd"
"Deputy Chief Constable"

For the Employer
Dated "03.03.21"

"Todd Sweet"

For the Association
Dated "03.03.20"