

2000-2002

COLLECTIVE AGREEMENT

between

THE NEW WESTMINSTER MUNICIPAL POLICE BOARD

and

THE NEW WESTMINSTER POLICE OFFICERS' ASSOCIATION

2000-2002  
 COLLECTIVE AGREEMENT  
 BETWEEN  
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 AND  
THE NEW WESTMINSTER POLICE OFFICERS' ASSOCIATION

INDEX

<u>CLAUSE</u>	<u>PAGE</u>
1. <u>COVERAGE</u> .....	1
2. <u>DEFINITIONS</u> .....	2
2.1 Definitions .....	2
2.2 Singular and Masculine .....	2
3. <u>TERM OF AGREEMENT</u> .....	2
4. <u>ASSOCIATION SECURITY</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 .....	4
5.2 Promotional Policy .....	4
5.3 Seniority.....	4
5.4 Probation.....	5
5.5 Increments.....	6
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.....	7
5.9 Training Course Transportation.....	7
5.10 Residence Privileges.....	7
5.11 Bereavement Leave.....	7
5.12 Re-enlistment.....	8
5.13 Leave of Absence.....	9
5.14 Probation on Promotion.....	9
5.15 Training Days .....	9

INDEX (cont'd)

<u>CLAUSE</u>		<u>PAGE</u>
6.	<u>REMUNERATION</u> .....	10
6.1	Pay .....	10
6.2	Acting Pay.....	10
6.3	Clothing Allowance.....	10
6.4	Dry Cleaning Allowance .....	11
6.5	Service Pay .....	11
6.6	Shift Differential.....	11
6.7	Overtime .....	12
6.8	Court Time and Denotification.....	13
6.9	Callout .....	17
6.10	Application of Court Time and Callout Premiums During Annual Leave and Statutory Holiday Leave.....	18
6.11	Standby .....	19
6.12	Shift Change .....	19
6.13	Cancellation of Leaves.....	20
7.	<u>ANNUAL LEAVES AND STATUTORY HOLIDAYS</u> .....	20
7.1	Annual Leaves .....	20
7.2	Annual Leave Deferment.....	21
7.3	Annual Leave Upon Retirement .....	21
7.4	Annual Leave Pay Adjustments.....	21
7.5	Statutory Holidays .....	22
7.6	Supplementary Annual Leave.....	22
7.7	Annual Leave Pay.....	23
8.	<u>BENEFITS</u> .....	23
8.1	Medical Services Plan.....	23
8.2	Extended Health Benefits Plan .....	23
8.3	Dental Plan .....	23
8.4	Same Sex Benefit Coverage .....	24
8.5	Sick Leave Plan .....	24
8.6	Gratuity Plan.....	25
	(a) Accumulation .....	25
	(b) Deductions.....	25
	(c) Payment.....	26
8.7	Income Continuance Recovery .....	26
8.8	Workers' Compensation.....	26
8.9	Group Life Insurance .....	27
8.10	Pension Plan .....	27
8.11	Benefit Plan Administration .....	28
8.12	Maternity and Parental Leave .....	29
8.13	Dependents' Compensation.....	32

INDEX (cont'd)

<u>CLAUSE</u>		<u>PAGE</u>
9.	<u>INDEMNIFICATION OF MEMBERS</u> .....	36
10.	<u>ABSENCE FROM DUTY OF ASSOCIATION OFFICIALS</u> .....	39
11.	<u>GRIEVANCE PROCEDURE</u> .....	40
	11.1 Grievances .....	40
	11.2 Other Disputes .....	41
12.	<u>WRONGFUL DISMISSAL</u> .....	41
13.	<u>JOINT COMMITTEE</u> .....	41
14.	<u>TECHNOLOGICAL CHANGE</u> .....	42
15.	<u>REDUCTION OF THE WORK FORCE, LAYOFF, RECALL</u> .....	43
	15.1 Definitions .....	43
	15.2 Notification of Association.....	43
	15.3 Notification of Members.....	43
	15.4 Reduction in Rank .....	43
	15.5 Layoff.....	44
	15.6 Recall .....	44
	15.7 Compensation .....	45
16.	<u>NO DISCRIMINATION</u> .....	45
17.	<u>SCHEDULES</u> .....	45

SCHEDULES

<u>SCHEDULE "A"</u>	Salary Rates .....	47
	Part A.....	47
	Part B .....	49
	Part C .....	51
<u>SCHEDULE "B"</u>	Work Week - General Duty, Major Crime, Drug, Forensics, Traffic and Dog Section.....	52
	APPENDIX 1 Major Crime Section.....	59



This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_ in the year of our Lord Two Thousand.

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 82 of the Revised Statutes of British Columbia, 1992.

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 Service except:

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

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 shall constitute the wages and working conditions for the employees so certified.

## 2. DEFINITIONS

2.1 For the purposes of this Agreement, the following definitions shall 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 shall include his authorized representative;
- (d) "Service" means the Police Service 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.

2.2 Wherever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine wherever the context so requires.

## 3. TERM OF AGREEMENT

This Agreement shall be for the term of thirty-six (36) months with effect from 2000 January 01 to and including 2002 December 31, and shall 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 shall be specifically excluded from and shall not be applicable to the new Collective Agreement.

## 4. ASSOCIATION SECURITY

All present employees who are now members of the Association shall remain members of the Association. All persons shall 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 shall remain

members of the Association as a condition of employment provided that no employee shall 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 shall any employee be deprived of employment by reason of the refusal of the Association to admit such employee to membership in the Association.

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

Deductions shall be made in respect of all subsequent months provided an employee works any part of the month. These arrangements shall 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 shall 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 shall 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 shall report not less than fifteen (15) minutes before going on duty.

#### (c) Weekly Leave

Where a member is required to take his weekly leave on days which are not consecutive then he shall 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 shall 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 shall be filled on a regular basis as soon as possible, and in any event within ninety (90) days of the vacancy arising and furthermore shall be filled immediately on a temporary basis.
- (ii) Positions that are to be continued as provided for herein shall 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 Service 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 shall be limited to the submission of suggestions and to discussions with the Chief Constable who shall retain the absolute right to make his decision.

5.3 Seniority

- (a) Seniority as to annual leaves shall be based on the date of the last current enlistment except that in case of sickness, service shall 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 shall resume his seniority.

- (b) No change shall 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 Service shall be accepted as a Probationer Constable and shall be placed in a probationary capacity until successful completion of 18 months' service following the date of enlistment. During the 18 month period the required basic training shall be successfully completed. Any period of service as a pre-recruit shall not be considered service for the purposes of the probationary period as set out in this paragraph (a).
- (b) The probationary period shall be for the purpose of determining a Probationer Constable's suitability for regular employment. During the probationary period, the employment of a Probationer Constable may be terminated if it can be satisfactorily shown that he is unsuitable for regular employment.
- (c) Under special circumstances the Board may extend the probationary period with the consent of the Association. In the case where extension is required the Board shall give written notice of the reasons for such extension first to the Association and then to the Probationer Constable.
- (d) A Probationer Constable's suitability for regular employment shall be decided on the basis of factors such as his,
  - (i) conduct;
  - (ii) quality of work;
  - (iii) ability to work harmoniously with others;
  - (iv) ability to meet the operational and administrative standards set by the Board.
- (e) If a Probationer Constable successfully completes the probationary period and continues in the same position as a regular member, seniority and annual leave benefits and other perquisites referable to length of service shall date back to the date of enlistment.
- (f) Upon successful completion of the probationary period as outlined in this Clause 5.4, a Probationer Constable shall be promoted to the rank of Fourth Class Constable.
- (g) A member who successfully completes a probationary period pursuant to this Clause 5.4 shall receive a letter from the Chief Constable confirming such successful completion.

## 5.5 Increments

- (a) Upon completion of 12 calendar months' service following the date of his acceptance as a Probationer Constable, or upon successful completion of the required basic training, whichever is later, a Probationer Constable shall receive an incremental increase to a pay level equal to that of a Fourth Class Constable. Where the reason for failure to complete the required basic training during the Probationer Constable's first 12 calendar months' service following the date of his acceptance as a Probationer Constable is beyond the control of the Probationer Constable, the Board shall grant the incremental increase to a pay level equal to that of a Fourth Class Constable with retroactive effect to the first anniversary of his date of acceptance as a Probationer Constable.
- (b) After service satisfactory to the Board for a total of 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 shall be promoted to the rank and pay of Third Class Constable.
- (c) After service satisfactory to the Board as a Third Class Constable for 12 calendar months, a member shall be promoted to the rank and pay of Second Class Constable.
- (d) After service satisfactory to the Board as a Second Class Constable for 12 calendar months, a member shall be promoted to the rank and pay of First Class Constable.

## 5.6 Method of Pay

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

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

- (b) All pay adjustments shall 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 him by the Service, he shall

immediately report the loss or damage, in writing, to the Chief Constable giving him full particulars of the loss or damage.

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 shall 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 his intentions to do so.

#### 5.8 Notice of Legal Proceedings

When any criminal charge or other action which could bring discredit upon the Service is commenced against any member regarding matters arising in the course of his duties as a member, or while off duty, the matter shall 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 shall 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 Service after this date 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 his residence is connected to the telephone system in the area in which he resides. In exigent circumstances, upon written request, the application of this provision may be waived by the Chief Constable.

#### 5.11 Bereavement Leave

- (a) Bereavement leave in the case of the death of a member's (effective 2000 November 20, spouse (including common-law and same sex partner)), child, grandchild, ward, brother, sister, 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 three (3) working days, provided that such

leave without loss of pay shall not be granted during a member's first six (6) months of service.

- (b) Any member who qualifies for bereavement leave without loss of pay under paragraph (a), and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under paragraphs (a) and (b) shall be submitted to the member's Manager who will determine and approve the number of days required in each case.
- (d) 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 his Manager. A member who is absent on sick leave with or without pay or who is absent on Worker's Compensation, shall not be entitled to such emergency leave without loss of pay.

#### 5.12 Re-enlistment

- (a) A member who leaves the Service, and who is subsequently re-engaged within one year, may be reappointed by the Chief Constable to the rank held at the time of termination, provided that under no circumstances shall such former member be reappointed to a rank higher than First Class Constable. Any such re-engaged member shall be placed in a probationary status for six (6) months and the provisions of Clause 5.4(b) to (e), Probation, shall apply as though he were a Probationer Constable.
- (b) A member who leaves the Service, and who is subsequently re-engaged after a period of one year, may be reappointed by the Chief Constable to the rank immediately below that held at the time of termination, provided that under no circumstances shall such former member be reappointed to a rank higher than Second Class Constable. Any such re-engaged member shall be placed in a probationary status for twelve (12) months and the provisions of Clause 5.4(b) to (e), Probation, shall apply as though he were a Probationer Constable.
- (c) A new member who had been employed during the immediately preceding year at the rank of First Class Constable or higher by another accredited Canadian Police Force, and having met the requirements of the B.C. Police Academy may,

subject to the approval of the Board, be appointed to the rank of First Class Constable by the Chief Constable. Any such new member shall be placed in a probationary status for twelve (12) months and the provisions of Clause 5.4(b) to (e), Probation, shall apply as though he were a Probationer Constable.

- (d) A member who is re-engaged within one (1) year of termination from the Service shall receive all previous seniority but may not exercise that seniority in the selection of annual leave or other leave periods.
- (e) In any case where the Board agrees to re-engage a former member, such member will obtain the right to the next vacant position in the Service.

#### 5.13 Leave of Absence

- (a) The Board 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 his own person or for educational purposes directly related to the interests of the Board. The Board will not unreasonably withhold approval of such applications and the Association recognizes and accepts the need of the Service to maintain an adequate level of manpower at all times.
- (b) Any member granted leave under Clause 5.13(a) engaged in gainful employment without the written consent of the Board shall be deemed to have automatically terminated his 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 shall exclude any absence from work or time in attendance at a training course which exceeds five (5) working days. Provided that his period of probationary service is satisfactory, appointment to the higher rank shall be confirmed by the Chief Constable immediately upon completion of the probationary period.

#### 5.15 Training Days

All members working a compressed work week shall make available to the Police Service 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 shall be scheduled in any one calendar month. Each such eight (8) hour day shall be scheduled by the Police Service a minimum of two (2) months in advance.

## 6. REMUNERATION

### 6.1 Pay

The scale of remuneration set out in Schedule "A" attached hereto shall apply during the term of this Agreement and the said Schedule "A" shall 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 he normally holds shall be paid at the appropriate rate for the senior rank for each day he performs such duties after being so appointed.

### 6.3 Clothing Allowance

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

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

- (b) Each member shall be entitled to be issued a protective vest and the Board shall pay 100% of the cost thereof. The selection of a standard style and make of protective vest shall be made by the Quartermaster Committee as provided for in the Service's Policies and Procedures Manual. The protective vest shall remain the property of the Board.

Trauma plates shall be made available to members. Requests for trauma plates shall be directed to the Quartermaster Committee.

- (c) All damage to clothing and equipment incurred in the course of duty shall be assumed and made good by the Board upon the recommendation of the Chief Constable.
- (d) All members granted clothing allowance shall be paid eighty-nine dollars and seventeen cents (\$89.17) per month in lieu of the clothing mentioned above and all members granted clothing allowance on a temporary or intermittent basis shall be paid four dollars and five cents (\$4.05) for each day such members are required to work in plain clothes. Members granted monthly clothing allowance shall be paid such clothing allowance monthly, in advance.

#### 6.4 Dry Cleaning Allowance

- (a) The Board shall 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 2 weeks; and
  - 1 (one) overcoat every month.
- (b) The Board shall provide cleaning services to all members who are required to wear a uniform in the performance of their duties, with the following maximums:
- 1 (one) uniform shirt per working day;
  - 1 (one) pair of uniform pants per week;
  - 1 (one) uniform tunic every 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 consecutive weeks shall not be entitled to the benefits provided pursuant to Subsections 6.3(d), 6.4(a) and 6.4(b) for the duration of such absence.

#### 6.5 Service Pay

Except as provided below, Service Pay shall be paid to all members while paid as First Class Constables or higher rank on the basis of seven dollars and fifty cents (\$7.50) per month after the completion of five (5) years of service and an additional seven dollars and fifty cents (\$7.50) per month for each completed five year period of service thereafter.

The amount of Service Pay to which each member is entitled as of 2000 November 20, will be frozen and will not be increased with further service. Members hired after 2000 November 20 will not be entitled to receive Service Pay.

#### 6.6 Shift Differential

- (a) Any member who works between 1600 hours and 2400 hours on any day shall be paid a shift differential of fifty-eight (58) cents per hour for all the time that the member is required to work during that period. Any member who works between 0000 hours and 0800 hours on any day shall be paid a shift differential premium of seventy-three (73) cents per hour for all the time that the member is required to work during that period.

- (b) However, no member whose regular day shifts fall entirely within the period between 0700 hours and 1800 hours shall be paid any shift differential premium either for the regular hours worked within such period or for extended tours of duty continuing beyond 1800 hours.
- (c) Shift differential premium payments shall not be included when calculating overtime or callout rates under this Agreement but shall be included as earnings for the purpose of calculating superannuation contributions, except when earned in connection with other than regular pay.
- (d) Except for paragraph (c), the provisions of this Clause apply only to those members assigned to work an eight (8) hour tour of duty.

#### 6.7 Overtime

- (a) A member who is required immediately following completion of a shift to work overtime of ½ (one-half) hour or more in excess of 8 (eight) consecutive hours of regular police work (for purposes of this Section 6.7 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) shall 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 6.7 "overtime" shall include all premiums as set out in Clauses 6.7(a) above, 6.8 Court Time, 6.9 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 he wishes to be paid for overtime, such overtime shall be credited at the appropriate rates to a compensating time off (CTO) bank. If a member indicates that he wishes to be paid for overtime, such payment shall be made on the next regular pay cheque.
- (d) Subject to paragraph (f) below, a member may accumulate up to a maximum of ninety-six (96) 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 ninety-six (96) hours shall be paid on the member's next regular pay cheque.
- (f) A member may be authorized to accumulate in excess of ninety-six (96) 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 ninety-six (96) hours must also include a written commitment to reduce the CTO bank to ninety-six (96) 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 shall be calculated on the basis of straight time hours.
- (h) On two occasions each calendar year, that is the 30th day of June and the 31st day of December, a member may by written request reduce the number of hours accumulated in the CTO bank to a minimum balance of twenty-four (24) hours by receiving cash in lieu of all hours accumulated in excess of twenty-four (24) hours on a regular pay cheque. Such written requests must be received prior to the stated dates.
- (i) Upon promotion, the Board shall have the option of paying out in full a member's banked overtime.

#### 6.8 Court Time and Denotification

- (a) Time off for attendance at Court shall 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 subsections (i), (ii) or (iii) above, then such appearance shall 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 eleven (11) 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, he shall 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 he shall, 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 shall be deducted from his accumulated overtime account.
- (c) When it has not been practicable to grant a member time off prior to his attending Court and he is required to attend both morning and afternoon sessions, he shall notify his Supervisor prior to 5:00 p.m. when he 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, shall be deemed to be his tour of duty. Failing this arrangement he shall 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 his weekly leave subsequently is advised that his attendance is not required, then unless the member receives at least twenty-four (24) hours' notice that his attendance is not required, he shall be allowed time off equivalent to one-half ( $\frac{1}{2}$ ) of the minimum amount he would have been allowed had he attended, provided that, if a member has been scheduled to attend Court at more than one session on any one (1) day of his weekly leave and attends Court on that day, then no time off shall be allowed under this Clause notwithstanding that he receives less than twenty-four (24) hours' notice that he is not required to attend one of the scheduled sessions. For the purpose of this paragraph (i) weekly leave shall be deemed to commence forthwith upon completion of a regular weekly tour of duty and shall be deemed to end upon commencement of the next regular weekly tour of duty.
  - (ii) Where a member who has been scheduled to attend Court during his annual leave is subsequently advised that his attendance is not required, then unless the member is notified prior to the commencement of his annual leave that his attendance is not required, he shall be allowed time off equivalent to one-half ( $\frac{1}{2}$ ) of the minimum amount he would have

been allowed had he attended. For the purpose of this paragraph (ii) annual leave shall be deemed to commence following completion of the last regular tour of duty prior to the annual leave and shall 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 his overtime bank, and which is in conjunction with the member's annual leave, he will have eight (8) hours credited to his overtime leave bank in lieu thereof, provided however, the member has requested and been granted the combined overtime and annual leave prior to his 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 shall be entitled to compensation for such attendance upon the prosecutor as follows:

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

for attendance at 0900 hours the member shall be entitled to one and one-half (1½) hours of time off;

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

Any member who requests to be paid for the time off in lieu thereof, shall 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 shall be entitled to compensation for such attendance as follows:

for attendance at 0830 hours the member shall be entitled to one and one-half (1.5) hours of time off.

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

- (vi) When the afternoon session of a Court of criminal jurisdiction commences at 1330 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 shall be compensated in the following manner:

for attendance at 1200 hours, the member shall be entitled to two (2) hours of time off;

for attendance at 1230 hours, the member shall be entitled to one and one-half (1½) hours of time off;

for attendance at 1300 hours, the member shall 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 superannuation 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 his duties as a police officer shall 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 shall be that prevailing for the rank held by such member at the date of his or her resignation, retirement or commencement of unpaid leave. Any member who is in receipt of an allowance in accordance with this Clause, shall 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 shall not be telephoned for such purpose between the hours of 2200 and 0700.

- (ii) Denotification shall be communicated by a New Westminster Police Service 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 he is scheduled to appear at court, then he shall receive one-half ( $\frac{1}{2}$ ) of the compensation to which he would otherwise have been entitled had he attended at court; EXCEPT THAT in the event that a member is simultaneously so denotified with respect to two court appearances scheduled within the referenced twenty-four (24) hour period, then he shall receive one-half ( $\frac{1}{2}$ ) of the compensation to which he would otherwise have been entitled had he attended at the morning session of such scheduled court appearance.

## 6.9 Callout

- (a) If a member is required to return to work on his regular day off in order to work a regular eight (8) hour shift, he shall be compensated at two (2) times his 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 his regular rate of pay.
- (b) If a member is required to return to work on his regular day off in order to work for less than a regular eight (8) hour shift, he shall be compensated at double his

regular hourly rate of pay for each such hour worked or for three (3) hours at double his regular hourly rate of pay, whichever is greater.

- (c) For the purpose of Clauses 6.9(a) and 6.9(b) a regular day off shall be a day published as such on the duty roster of the Service.
- (d) If a member is required to return to work on a regular work day, he shall be compensated at double his regular hourly rate of pay for each such hour worked or three (3) hours at double his 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 his annual leave, he shall be compensated at the rate of a minimum of twenty (20) hours' straight time for each day he is required.
- (f) It is agreed that the provisions of Clause 6.9 as outlined above are not applicable to Clauses 6.7 and 6.8.

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

- (a) In any calendar year each member shall be entitled to a maximum of one block of statutory holiday leave and to a maximum of two 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 interview 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 he or she is on annual leave or statutory holiday leave as the case may be;

shall be eligible for compensation in accordance with paragraph (a)(iv) of Clause 6.8, Court Time, or paragraph (e) of Clause 6.9, 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 shall 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 shall be at the same scale as is applicable to Weekly Leave days.

#### 6.11 Standby

Where a member is required to stand by, he shall be paid at the rate of three (3) hours' straight time for the time which he is required to stand by in any twenty-four (24) hour period between 2400 hours of any given day and 2400 hours of the following day and if a member is called out while on standby he shall be paid for such callout as provided in Clause 6.9 in addition to his standby pay.

#### 6.12 Shift Change

- (a) The Service shall 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 Service, every member shall receive twelve (12) consecutive hours free from duty between his regular shifts. If the Service is unable to alter a member's hours of work so as to allow him twelve (12) consecutive hours of freedom from duty immediately following the completion of his regular shift then such member shall be paid at the rate of one and one-half (1½) times his hourly rate of pay for the hours worked by him during the twelve (12) hour period immediately following completion of his regular shift.
- (b) In any case where the Service alters a member's hours of work without having provided the member with fifteen (15) hours' notice, then such member shall be paid at the rate of one and one-half (1½) times his hourly rate of pay for the number of hours worked by him in his newly constituted shift which precede the starting time of what would have been his regular shift and for those hours worked by him which succeed the time when his normal shift would have

terminated. This provision shall not apply to those members regularly assigned to variable hours of duty.

#### 6.13 Cancellation of Leaves

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

### 7. ANNUAL LEAVES AND STATUTORY HOLIDAYS

#### 7.1 Annual Leaves

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

- (a) Members leaving the service in less than twelve (12) months from the date of appointment shall 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 service after completion of twelve (12) consecutive months of employment shall receive annual leave for the calendar year in which termination occurs on the basis of one-twelfth (1/12th) of their annual leave entitlement for that year for each month or portion of a month greater than one-half (½) worked to the date of termination.
- (h) "Calendar year" for the purpose of this Agreement shall 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 or superannuation 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 40 or less, may convert five (5) working days of annual leave entitlement into his overtime bank, but such conversion may be effected only once per year by a member, and shall be effected at the time of annual leave sign-up.

## 7.2 Annual Leave Deferment

Every member who is so entitled shall be required to take at least fifteen (15) working days of annual leave entitlement in each year, but shall be permitted in any year to defer the balance of his 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 working days may accumulate up to four weeks at any one time, and a member whose annual entitlement is thirty working days may accumulate up to six weeks at any one time).

## 7.3 Annual Leave Upon Retirement

Members leaving on superannuation, 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 (½) 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 31 December in each year an annual leave pay adjustment will be made in a lump sum to all members other than those entitled to an annual percentage of earnings in lieu of annual leave, where such members' annual basic earnings exclusive of overtime and any other premium payments not normally taken into account in the computation of annual leave pay exceeded their regular base rate earnings during the year in question. Such cash payment shall reflect the proportionate difference between the member's actual annual basic earnings and regular basic rate earnings applied to the member's annual leave pay for the year in question, but shall not be paid in any case where the total amount payable is less than one dollar (\$1.00).

## 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, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, 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 Service on weekly leave, annual leave, or in receipt of Worker's Compensation time-loss benefits but not to members who are off duty without pay.
- (b) Members engaged in a type of work required to be performed continuously and on everyday, including Statutory Holidays, through the year shall receive eleven (11) 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 shall 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.

## 7.6 Supplementary Annual Leave

- (a) Each member shall be entitled to forty (40) hours of supplementary annual leave, in addition to the annual leave to which he is entitled pursuant to Clause 7.1, upon commencing his sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth and forty-first calendar year of service.
- (b) Each member shall become entitled to supplementary annual leave pursuant to this Clause on the first day of January in the year in which he qualifies for such supplementary annual leave. Proration of supplementary annual leave shall be in accordance with Schedule "D", which is attached for clarification.
- (c) A member shall retain his 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 40 hours as annual leave and such hours shall then be considered in all respects as annual leave; or employees may schedule such supplementary annual leave hours in accordance with Clause 6.7(g) and such hours shall be considered in all respects as overtime leave.

### 7.7 Annual Leave Pay

When a regular pay day falls during the period in which a member is on annual leave, he shall be entitled, on two (2) days' notice, to draw his pay in advance up to such pay day, prior to leaving on his annual leave.

7.8 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 (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 Medical Services Plan

All members shall be entitled to enroll in the Medical Services Plan of British Columbia, provided that any such member has completed three (3) months of continuous employment with the Board. One hundred percent (100%) of the premium payable shall be paid by the member.

### 8.2 Extended Health Benefits Plan

Each member shall be entitled to enroll in the Extended Health Benefits Plan. The Board agrees to pay one hundred percent (100%) of the monthly premium payable provided that the member has completed three (3) months of continuous employment with the Board. Vision care coverage provides for a maximum of two hundred dollars (\$200.00) (effective 2000 December 01, \$250.00) per person payable in a twenty-four month period. The Plan shall also provide coverage for Hearing Aids to a maximum of four hundred dollars (\$400.00) (effective 2000 December 01, \$700.00) payable per person during each five (5) calendar year period. Psychological services to a maximum of \$2400 annually shall 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 shall be 90% (insured)/10% (employee).

### 8.3 Dental Plan

In consideration of all members working a compressed work week making available to the Police Service four (4) days per calendar year at straight-time rates for purposes of training, all members who have completed six (6) months of service shall 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 \$2500 for members and their dependents as defined by the Plan.
- (d) The premiums for the Dental Plan shall be borne by the Board.

#### 8.4 Same Sex Benefit Coverage

Effective 2000 November 20, a member who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health and Dental benefits.

#### 8.5 Sick Leave Plan

- (a) No sick leave with pay shall be granted except after six (6) months of continuous service in the employ of the Board.
- (b) Sick leave of ten (10) working days shall 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 shall be given.
- (c) When sick leave is earned for a period of less than six (6) months, a month shall be equivalent to a credit of one and one-half (1½) days and no credit shall be given for part of a month.
- (d) A deduction shall be made from accumulated sick leave credit of all full working days absent with pay due to illness except those resulting from an accident on the job for which the member is covered by Worker's Compensation. Where a member is unable to continue work because of illness after completing at least four (4) hours of his working day, he will suffer no deduction of credits on account of that day; and where a member is unable to continue work because of illness after completing a portion of his working day less than four (4) hours, he will suffer a deduction of one-half (½) day only on account of that day.
- (e) Sick leave credits at a given date shall be the accumulated credit at the last semi-annual date less any sick leave with pay taken subsequent to that date.

- (f) 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 his duties due to illness.
- (g) 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.
- (h) 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.
- (i) Subject to Clause 8.7, a member shall be advanced sick leave, to the extent he has sick leave credits, for time during which he is off work as a result of a disease, illness or injury and is awaiting confirmation of entitlement from W.C.B., or where he 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.

## 8.6 Gratuity Plan

- (a) Accumulation
  - (i) One (1) working day shall 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.
  - (ii) New members in the Service commence accumulating gratuity credits from the effective date of employment in the Service, but receive no credits until the completion of six (6) months of service.

- (b) Deductions

A deduction is made from the current year's gratuity credits for all days absent on sick leave with pay except that such deduction shall 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 service, providing he has completed at least three (3) years' service in the Service.
- (ii) Any member, providing he has completed ten (10) calendar years' service in the Service, may elect to take a maximum of one (1) calendar day of Gratuity Leave per calendar year. The amount of time available to the Service for scheduling this form of leave shall be limited to the amount of time remaining following the completion of the annual leave and Statutory Holiday schedules.
- (iii) Providing a member has completed three years' service with the Service, such member may elect the right, prior to the end of the year, to receive cash in lieu of accumulated gratuity days during the immediately following year at the rates in effect during the latter year.

8.7 Income Continuance Recovery

The Employer is subrogated to the rights of a member who has received sick leave payments pursuant to Section 8.5 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. The member shall 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. Where a claim for damages is made to the courts, the member or his or her representative shall 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.

Upon reimbursement of the wages and/or benefits, the Employer shall 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.

8.8 Workers' Compensation

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

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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 shall cease.

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

8.9 Group Life Insurance

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

8.10 Pension Plan

- (a) Effective 2000 November 20, eligible members will be covered by the Pension (Municipal) Act effective the date of hire and contributions to the Municipal Pension Plan (Superannuation) shall commence at the beginning of the first full pay period following a member's date of hire.

- (b) Supplementary Pension

In addition to the rates of pay set in this Agreement the Board agrees to pay an additional two and one-half per cent (2½%) of the monthly salary of each member to the Retirement Annuity portion of his superannuation and the Association agrees that a contribution of two percent (2%) will be made by each member to the same account.

- (c) Early Retirement Pension

A member who has completed 25 years of pensionable service and who has attained the age of 50 years, may apply to retire with a pension which is not reduced for early retirement. In any such case, the Board agrees to contribute one-half (½) of the amount assessed by the office of the Superannuation Commissioner as required to supplement the member's pension in an amount equal to the early retirement reduction. The member will be required to pay the other half.

In addition, a member who has attained the age of 50 years and who has completed 25 years of total service with the Board, but who has completed less than 25 years of pensionable service, may extend his pensionable service up to a maximum of one year pursuant to the terms and conditions set forth in Clause 8.10 of this Agreement, and may thereupon become eligible for the benefit contained in this Clause 8.10(c).

- (d) All members who reach superannuation age as set forth in the Pension (Municipal) Act, shall be retired whether contributing under the Act or not.
- (e) Pension Buy-Back

Subject to the provisions of the Public Sector Pension Plans Act, the Board agrees to participate as to one-half (½) the cost determined by the Commissioner of Municipal Superannuation to extend the pensionable service of a member covered by this Agreement up to a maximum of one year. It is understood that this extension shall represent that period of time served by the member in a probationary capacity as a Police Officer with the Service and which has not heretofore been considered as pensionable service. This benefit shall be subject to the following conditions:

- (i) Only a member who has vested interest in the Municipal Superannuation Plan and has reached the minimum age of retirement as defined in the Public Sector Pension Plans Act, or a member who has attained the age of fifty (50) years and has completed twenty-five (25) years of pensionable service, or a member who qualifies for a disability allowance under Part 6 of the Public Sector Pension Plans Act Regulation shall be eligible.
- (ii) A member who is eligible hereunder by reason of his qualifications for a disability allowance and wishes to take advantage of this benefit shall make his election to do so prior to terminating his employment.

#### 8.11 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 shall 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.

## 8.12 Maternity and Parental Leave

### (a) Length of Leave

#### (1) Birth Mother

A pregnant member shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave. All such leaves shall be without pay, subject to any compensation entitlements which shall be available to members in accordance with Subsection (f) below. The parental leave must immediately follow the maternity leave.

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

#### (2) Birth Father and Adoptive Parent

A member who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The member shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the member.

#### (3) Extensions - Special Circumstances

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

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

Provided however, that in no case shall the combined maternity and parental leave exceed fifty-two (52) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (1) A member who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) A member shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the member shall provide as much notice as possible.)
- (3) The Board may require a pregnant member to commence maternity leave where the duties of the member cannot reasonably be performed because of the pregnancy. In such cases the member's previously scheduled leave period will not be affected.
- (4) A member on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the member intends to return to work.
- (5) A member who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the member is able to return to work.
- (6) Where a pregnant member gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

(c) Return to Work

On resuming employment a member shall be reinstated to their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and a member may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (1) A member on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Notwithstanding paragraph (d)(1), a member on maternity leave or parental leave who has notified the Board of their intention to work pursuant to paragraph (b)(5) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled,

whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the member would otherwise have returned to work.

(e) Benefits

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

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

- (1) Birth mothers who are entitled to maternity leave as provided for in Clause 8.12 of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by members while they are temporarily unable to work as a result of giving birth, or as provided for in Paragraph 2 above.
- (4) Effective 2000 November 20, the SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by a member and:
  - (a) ninety-five percent (95%) of their gross weekly earnings for the first six (6) weeks, which includes the two (2) week Employment Insurance waiting period; and

- (b) eight-five percent (85%) of their gross weekly earnings for the next eleven (11) weeks if a member continues to receive Employment Insurance benefits.
- (5) The SEIB Plan meets the requirements of Section 38 of the Employment Insurance Regulations. When combined with a member's weekly Employment Insurance benefit, the SEIB 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 SEIB Plan, the Board does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Board, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

#### 8.13 Dependents' Compensation

1. For the purposes of this Clause, the following terms shall 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 him at the date of his 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 his death had he 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 his 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 shall not be included;

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

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

"child" means

- (a) a child under the age of 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 21 years who is regularly attending an academic, technical or vocational place of education, and

"children" has similar meaning;

"dependent" means a widow, dependent widower, common-law wife or child of a member who was wholly or partially dependent upon his or her earnings at the time of his or her 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 shall be paid to the dependents of the deceased member as follows:
  - (1) Where the dependents are a widower or dependent widower and children or a widow or dependent widower 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 widow, dependent widower or common-law wife 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) \$65.00 per month for each child beyond three (3) in number; provided that in no case shall 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 wife and
  - (a) where the member and the common-law wife have no children, for a period of three (3) years; or
  - (b) where the member and the common-law wife have children, for a period of one (1) year,immediately preceding the death of the member and where he does not leave a dependent widow, the Board may pay the compensation to which the dependent widow would have been entitled under this schedule to the common-law wife.
- 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 shall 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 shall 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 shall 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 shall 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 pre-ceding the death of the member, monthly payments shall 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 shall 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 widow or dependent widower and a child or children, and the widow or dependent widower subsequently dies, the allowance to the children shall, if the children are in other respects eligible, continue and shall be calculated in like manner as if the member had died leaving no surviving widow or dependent widower.
  7. No sum payable as compensation hereunder shall 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 shall 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

shall, upon being paid or awarded, be paid or assigned by the recipient to the Board.

10. The compensation payable hereunder to a dependent widow or common-law wife of a deceased member shall cease on the earlier of the following dates:
- (a) on the date that the dependent widow or common-law wife marries, or:
  - (b) on the date that the deceased member would have been entitled to full and compulsory pension retirement had he not died in the manner described in paragraph 2.
11. Where compensation payable hereunder ceases to be paid to a dependent widow or common-law wife for either of the reasons set forth in paragraph 10, then any compensation payable hereunder to children as dependent children of the dependent widow or common-law wife (as the case may be) shall also cease.
12. The compensation payable hereunder to a dependent widower of a deceased member shall cease on the date that the deceased member would have been entitled to full and compulsory pension retirement had she not died in the manner described in paragraph 2.

## 9. INDEMNIFICATION OF MEMBERS

Effective 2000 November 20:

For the purposes of this Clause, “necessary and reasonable legal costs” shall be based upon the account rendered by the solicitor retained in the matter, which account shall be based on the agreed tariff of fees as amended from time to time by the Counsel for the Corporation of 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 two-hour consultation by the member with a lawyer as to whether the member should make a statement, and if so, in what form, if the member learns that an allegation has been made that the member misconducted himself or herself in the performance of their duties if the member
    - (1) reasonably believes that the allegation may result in the initiation against the member of proceedings under the Criminal Code; and
    - (2) has been asked by the Board or a person in authority to make a statement to anyone about the facts connected with the allegation.
  - (ii) No prior arrangement for indemnification need be made by the member with the City before obtaining the advice if fees for only up to two 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 two 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 two 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 shall be represented by counsel appointed by the City and all necessary and reasonable legal costs and damages shall 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 Part 9 of the Police Act, R.S.B.C., 1996, c. 367, arising from acts done in the performance, or attempted performance, in good faith, of the member's duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing the member at the public hearing.
- (ii) A member who appeals under Section 62 of the Police Act, R.S.B.C., 1996, c. 367, the decision of an adjudicator at a public hearing arising from acts done in the performance, or attempted performance, in good faith, of the member's duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing the member in the appeal ONLY WHERE the appeal is successful.
- (e) A member who causes the death of another person arising out of the performance, or attempted performance, in good faith of the member's duties shall be indemnified for the necessary and reasonable legal costs to represent the member at an inquest held pursuant to a statute of the Province of British Columbia.
- (f) Where a member desires to have legal representation in a royal commission or proceedings not otherwise referred to in this 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 shall NOT be indemnified for punitive damages; for legal costs arising from grievances under the Collective Agreement; for hearings arising from charges under the Police (Discipline) Regulations; for discipline proceedings arising from charges under the Code of Professional Conduct; for acts or omissions of members which did not arise in, or result from, circumstances peculiar to the execution of police duties; for actions which amount to willful neglect or a gross dereliction of duty, or deliberate abuse of police power; or for willful violation of a lawful order.

- (h) Notwithstanding the other provisions of this Clause, where two 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 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 shall be conclusively settled by a designate of the Board and a designate of the Association.
- (i) (i) No notice is required from members seeking indemnity for two hours' consultation under Subsection 9(b)(i).
- (ii) Members who intend to apply for indemnification under any other provision of this Clause shall 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 shall be interpreted as limiting the Chief Constable's or the Board's ability to discipline any member of the Service.

#### 10. ABSENCE FROM DUTY OF ASSOCIATION OFFICIALS

Any member of the Association appointed to attend any convention on behalf of the Association shall be granted leave of absence without pay, at the discretion of the Chief Constable. An Executive Officer of the Association shall 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") shall be finally and conclusively settled without stoppage of work in the following manner:

- (a) The grievance shall be stated in writing and submitted to the Division Manager. Should the Division Manager be unable to settle the matter within seven (7) days, he shall submit the grievance to the Chief Constable.
- (b) Should the Chief Constable be unable to settle the matter within seven (7) days, he shall submit the grievance to the Board.
- (c) The Board and/or the bargaining representatives of the Board and the aggrieved member of the Service, the Grievance Committee of the Association and/or the bargaining representatives of the Association, shall meet within fourteen (14) days after receipt of the grievance from the Chief Constable and make every effort to settle the grievance.
- (d) Should no settlement be reached under paragraph (c) above within ten (10) days, or within such further period as may be mutually agreed upon by the parties, the grievance shall be submitted to a single Arbitrator who shall be selected by the parties within 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 shall be submitted to a 3-person Arbitration Board, in which case each party shall name its nominee to the Arbitration Board within 14 days from the date either party notifies the other party that a grievance is being referred to arbitration; within a further 14 days the nominees shall 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 shall 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 shall apply.

- (h) The finding of such single Arbitrator or Arbitration Board shall be final and binding upon both parties.

#### 11.2 Other Disputes

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 the subject of collective bargaining between the parties hereto, it being understood that the bargaining representative of the Association may meet in the first instance with the Chief Constable.

#### 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 his wages lost by reason of his 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

- (a) 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 Service as he might designate, and such members of the Service 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.
- (b) The Board and the Association agree that a Joint Committee comprised of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Association shall be established to review issues relating to the following:
- the role of reserve police constables;

- staffing and callout procedures; and
- range facilities.

The Joint Committee shall report its findings and recommendations to the Chief Constable.

#### 14. TECHNOLOGICAL CHANGE

- (a) During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Agreement.
- (b) Where the Board introduces or intends to introduce, a technological change that:
  - (i) affects the terms and conditions, or security of employment of a significant number of members to whom this Agreement applies; and
  - (ii) alters significantly the basis upon which this Agreement was negotiated;

Either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under Clause 11.1 of this Agreement, by-passing all other steps in the grievance procedure. The arbitration board shall decide whether or not the Board has introduced, or intends to introduce a technological change, and upon deciding that the Board has or intends to introduce a technological change, the arbitration board:

- (1) Shall inform the Minister of Labour of its findings; and
- (2) May then or later make any one or more of the following orders:
  - (i) That the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated.
  - (ii) That the Board will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate.
  - (iii) That the Board reinstate any member displaced by reason of technological change.
  - (iv) That the Board pay to that member such compensation in respect of his displacement as the arbitration board considers reasonable.

- (c) The Board will give to the Association in writing at least ninety (90) days' notice of any intended technological change that:
  - (i) Affects the terms and conditions or security of employment of a significant number of members to whom this Agreement applies; and
  - (ii) Alters significantly the basis upon which this Agreement was negotiated.

## 15. REDUCTION OF THE WORK FORCE, LAYOFF, RECALL

### 15.1 Definitions

- (a) For the purposes of this Clause 15 "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 15 "seniority" means the length of service since the date of the member's last current enlistment.

### 15.2 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 shall notify the Association 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.

### 15.3 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 shall notify each member to be laid off or reduced in rank 30 calendar days in advance of the effective date of such decision.

### 15.4 Reduction in Rank

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

### 15.5 Layoff

- (a) Members shall be laid off in the order of reverse seniority.
- (b) Medical, Dental and Group Life coverage for laid off members shall cease as of the last day of the month during which the layoff commenced. All other benefits shall cease on the day of the layoff.
- (c) At least 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 15.6, Recall OR Clause 15.7, Compensation. If a member fails to make such election within the specified period the member shall be deemed to have elected compensation pursuant to Clause 15.7.

### 15.6 Recall

The following shall apply only to laid off members who have elected this process pursuant to paragraph (c) of Clause 15.5:

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

- (g) A laid off member who refuses to or does not report to work at the time and place as determined in paragraph (f) above shall have no further right to recall under this Clause.
- (h) Nothing in this Clause shall prohibit a member who has forfeited his 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.

#### 15.7 Compensation

The following shall apply only to laid off members who have elected this process, or who are deemed to have elected this process, pursuant to paragraph (c) of Clause 15.5:

- (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 40 normal weekly hours.
- (b) Laid off members shall be entitled to compensation of 2 week's pay for between 6 months and 2 years of continuous service and 1 additional week's pay for each continuous year of service thereafter, subject to a total maximum of 8 weeks' pay.
- (c) Members who elect or are deemed to have elected compensation pursuant to paragraph (c) of Clause 15.5 shall be considered terminated on the effective date of layoff.

#### 16. NO DISCRIMINATION

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

#### 17. 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/Memorandum of Agreement

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:

SIGNED FOR THE NEW WESTMINSTER  
POLICE OFFICERS' ASSOCIATION:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Vice-President

\_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_

\_\_\_\_\_  
Treasurer

\_\_\_\_\_

SCHEDULE "A"PART A

NEW WESTMINSTER MUNICIPAL POLICE BOARD  
AND  
NEW WESTMINSTER POLICE OFFICERS' ASSOCIATION  
MONTHLY SALARIES AND RATES  
EFFECTIVE 2000 JANUARY 01 - 2002 DECEMBER 31

Key: A - 2000 January 01 – 2000 December 31  
B - 2001 January 01 – 2001 December 31  
C - 2002 January 01 – 2002 December 31

<u>RANK</u>	<u>INDEX</u> (%)		<u>MONTHLY</u> (\$)	<u>BI-WEEKLY</u> (\$)	<u>HOURLY</u> (\$)
Constable	- Probationer	A	3138	1443.37	18.04
		B	3230	1485.68	18.57
		C	3325	1529.38	19.12
	- 4 <sup>th</sup> Class	A	3620	1665.07	20.81
		B	3727	1714.29	21.43
		C	3837	1764.88	22.06
	- 3 <sup>rd</sup> Class	A	3862	1776.83	22.20
		B	3975	1828.36	22.85
		C	4093	1882.63	23.53
	- 2 <sup>nd</sup> Class	A	4344	1998.08	24.98
		B	4472	2056.96	25.71
		C	4604	2117.67	26.47
	- 1 <sup>st</sup> Class	A	4827	2220.25	27.75
		B	4969	2285.56	28.57
		C	5116	2353.18	29.41
	- After 10 years & fulfilled requirements for increment (See Note 3 in Part C)	A	5068	2331.10	29.14
		B	5217	2399.63	30.00
		C	5372	2470.93	30.89
- After 15 years & fulfilled requirements for increment (See Note 3 in Part C)	A	5310	2442.41	30.53	
	B	5466	2514.16	31.43	
	C	5628	2588.68	32.36	

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

Page 2

Key: A - 2000 January 01 – 2000 December 31  
 B - 2001 January 01 – 2001 December 31  
 C - 2002 January 01 – 2002 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 C)	115	A	5551	2553.26	31.92
		B	5714	2628.23	32.85
		C	5883	2705.97	33.82
Sergeant	120	A	5792	2664.11	33.30
		B	5963	2742.77	34.28
		C	6139	2823.72	35.30
- Fulfilled requirements for increment (See Note 3 in Part C)	125	A	6034	2775.42	34.69
		B	6211	2856.84	35.71
		C	6395	2941.47	36.77
Staff Sergeant	130	A	6275	2886.27	36.08
		B	6460	2971.37	37.14
		C	6651	3059.22	38.24
- Fulfilled requirements for increment (See Note 3 in Part C)	135	A	6516	2997.13	37.46
		B	6708	3085.44	38.57
		C	6907	3176.97	39.71
Property Control Officer					
- 1 <sup>st</sup> Step (Probation)	75	A	3620	1665.07	20.81
		B	3727	1714.29	21.43
		C	3837	1764.88	22.06
- 2 <sup>nd</sup> Step	83	A	4006	1842.62	23.03
		B	4124	1896.89	23.71
		C	4246	1953.01	24.41
- 3 <sup>rd</sup> Step	91	A	4393	2020.62	25.26
		B	4522	2079.96	26.00
		C	4656	2141.59	26.77

NOTE: The salary of this position is determined as a percentage of a First Class Constable's salary. The percentage is indicated in the index.

SCHEDULE "A"PART B

This Part lists ranks (Corporal and Detective) or rank indices (for Constables and Sergeant) prior to restructuring) which have been discontinued pursuant to the Restructuring of the Ranks as outlined in the Item #2 of Schedule "E". The discontinued ranks and rank indices are included in this Part in order to identify the rates of pay for incumbents of the discontinued ranks and to identify the rates of pay for Constables and Sergeants who are entitled to the discontinued rank indices.

Key: A - 2000 January 01 – 2000 December 31  
 B - 2001 January 01 – 2001 December 31  
 C - 2002 January 01 – 2002 December 31

<u>RANK</u>	<u>INDEX</u> (%)		<u>MONTHLY</u> (\$)	<u>BI-WEEKLY</u> (\$)	<u>HOURLY</u> (\$)	
Constable	- Probationer	A	3669	1687.61	21.10	
		B	3776	1736.82	21.71	
		C	3888	1788.34	22.35	
	- 3 <sup>rd</sup> Class	A	4055	1865.15	23.31	
		B	4174	1919.89	24.00	
		C	4297	1976.47	24.71	
	- 2 <sup>nd</sup> Class	A	4441	2042.70	25.53	
		B	4571	2102.50	26.28	
		C	4707	2165.05	27.06	
	- 1 <sup>st</sup> Class	A	4827	2220.25	27.75	
		B	4969	2285.56	28.57	
		C	5116	2353.18	29.41	
	- After 10 years	A	4924	2264.86	28.31	
		B	5068	2331.10	29.14	
		C	5218	2400.09	30.00	
	- After 10 years Qualified	A	105	5068	2331.10	29.14
		B		5217	2399.63	30.00
		C		5372	2470.93	30.89
Corporal	115	A	5551	2553.26	31.92	
		B	5714	2628.23	32.85	
		C	5883	2705.97	33.82	

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

Page 2

Key: A - 2000 January 01 – 2000 December 31  
 B - 2001 January 01 – 2001 December 31  
 C - 2002 January 01 – 2002 December 31

<u>RANK</u>	<u>INDEX</u> (%)		<u>MONTHLY</u> (\$)	<u>BI-WEEKLY</u> (\$)	<u>HOURLY</u> (\$)
Detective	115	A	5551	2553.26	31.92
		B	5714	2628.23	32.85
		C	5883	2705.97	33.82
Sergeant	125.5	A	6058	2786.46	34.83
		B	6236	2868.34	35.85
		C	6421	2953.43	36.92

SCHEDULE "A"PART C

Key: A - 2000 January 01 – 2000 December 31  
B - 2001 January 01 – 2001 December 31  
C - 2002 January 01 – 2002 December 31

NOTES:1. Dog Handler

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

A	\$193.08 per month
B	\$198.76 per month
C	\$204.64 per month

2. Field Trainer

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

A	16.65 per 8 hour day 24.98 per 12 hour day
B	17.13 per 8 hour day 25.70 per 12 hour day
C	17.64 per 8 hour day 26.46 per 12 hour day

## 3. Requirements for increments as outlined in Item #2 of Schedule "E".

SCHEDULE "B"

PROVISIONS REGARDING COMPRESSED WORK WEEK APPLICABLE TO THE  
GENERAL DUTY SECTION, MAJOR CRIME SECTION, DRUG SECTION,  
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 Drug Section, the Forensics Section, the Traffic Section and the Dog Section.
2. The basic principle is that a compressed work week schedule shall 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 he shall 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 service. 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 shall 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 shall be considered to have been revised to conform to the applicable compressed work week schedule.
7. A joint committee shall be established consisting of two representatives from the Service and two representatives from the Association. This joint committee shall have the purpose of reviewing the operations of the shift schedules contained in this Schedule "B" on an as-required basis and shall 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, TRAFFIC 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, Traffic Section and Dog Section shall have the following features:

1. Shifts shall be 12 continuous hours in length.
2. The basic shift schedule for the General Duty Section and the Dog Section shall consist of four (4) platoons, with members working twelve (12) hour shifts from 07:00 hours to 19:00 hours for two (2) days, with a twenty-four (24) hour rest period, and from 19:00 hours to 07:00 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.

The basic shift schedule for the Traffic Section shall be comprised of two (2) twelve (12) hour day shifts, two (2) twelve (12) hour afternoon shifts, followed by four (4) days off.

3. The Service shall have the right to assign one or two 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 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 shall be paid for all hours worked outside of the normal shift hours, provided however that such overtime payments shall include any straight time pay received for those hours.
5. The work week shall average 40 hours in length as follows:
  - (a) The shift schedule shall 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 shall be known as "float time".

- (b) Up to four (4) twelve (12) hour shifts of float time per member per year shall be scheduled by the Service; provided that it shall be fairly and evenly distributed amongst all members. It is understood and agreed that the Service shall schedule such float time on certain statutory holidays and during other quiet periods and, if possible, it shall 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 120 hours off or ten (10) twelve (12) hour shifts.
    - (ii) twenty-five (25) working days' vacation equals 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 shall 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) hours shift off.

- (b) Sick leave of eighty (80) hours shall be credited semi-annually. When it is earned for a period of less than six (6) months, a month shall 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) Effective 2000 November 20, a member who is required immediately following completion of a shift to work overtime of ½ (one-half) hour or more in excess of 12 (twelve) consecutive hours of regular police work (for purposes of this Subsection, 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) shall 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 thereafter.

- (e) Members who are required to attend at court shall be compensated in accordance with the following:
    - (i) members working Day shift shall receive no court time compensation;
    - (ii) members working afternoon shift shall 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, he shall receive no court time compensation; and
    - (iii) effective 2000 November 20, members working the Night shift shall 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 his tour of duty, that member may be detailed to take time off in the early morning hours and this time will be deducted from his 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 shall be in accordance with the provisions of Clause 6.8 'Court Time and Denotification'.
  - (f) In every twelve (12) hour shift each member shall receive two (2) one-half (½) hour meal periods and two (2) fifteen (15) minute coffee breaks.
7. Shift differential shall be paid to members at the rate of seventy-three cents (73¢) per hour for all regular hours worked between 1900 hours of one day and 0700 hours of the following day. There shall be no payment of shift differential for hours worked between 0700 hours and 1900 hours of any day. No member shall

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 Service; and the Service agrees that wherever possible the court liaison officer shall attempt to establish court dates in accordance with the following priorities, such as: first, day shift; then days off; then night shift.

C. MAJOR CRIME SECTION, DRUG SECTION, AND FORENSICS SECTION

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

1. Shifts shall be 10 continuous hours in length. The normal work week shall be forty (40) hours in length.
2. The normal shift schedules shall be as set out below:
  - (a) Major Crime Section
    - (i) The Major Crime Section shall work 2 standard shifts, Day shift: 0800 hours - 1800 hours and Afternoon shift: 1200 hours - 2200 hours.
    - (ii) Members shall 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 shall work the following Friday instead, provided however that such reassignment of shift shall be scheduled in advance.
    - (iii) Shift schedules shall 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 Service on a 24 hour a day and 7 day a week basis.

(b) Drug Section

(i) The Drug Section shall work the following standard shifts:

Day Shift- 0900 - 1900 hours (Tuesday through Friday)

Afternoon Shift- 1600 - 0200 hours (Wednesday through Saturday)

(ii) Members shall work on each standard shift alternating on a weekly basis, scheduled on duty in blocks of four consecutive shifts.

(c) Forensics Section

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

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, Drug Section and Forensics Section as required by the exigencies of the Service.
4. The ten (10) hour shift shall 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 shall 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 shall be credited semiannually. When sick leave is earned for a period of less than six (6) months, twelve (12) hours shall 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) Effective 2000 November 20, a member who is required immediately following completion of a shift to work overtime of ½ (one-half) hour or more in excess of 10 (ten) consecutive hours of regular police work (for purposes of this Subsection, Schedule "B" – C(4)(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) shall 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 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 shall be compensated in accordance with Article 6.8 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, he shall receive no court time compensation.
    - (ii) Members assigned to the Drug Section who are required to attend at court while on afternoon shift shall receive compensation of four (4) hours at straight time for each session at which they are required to attend.
5. Shift differential shall be paid to members at the rate of seventy-three cents (73¢) per hour for all regular hours worked between 1900 hours of one day and 0700 hours of the following day. There shall be no payment of shift differential for hours worked between 0700 hours and 1900 hours of any day. No member shall 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	<u>D D D D</u>	<u>D D D D</u>	<u>A A A A</u>	<u>A A A A</u>
B	<u>A A A A</u>	<u>A A A A</u>	<u>D D D D</u>	<u>D D D D</u>
C	<u>D D D D</u>	<u>D D D D</u>	<u>A A A A</u>	<u>A A A A</u>
D	<u>A A A A</u>	<u>A A A A</u>	<u>D D D D</u>	<u>D D D D</u>

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	<u>D D D D</u>	<u>D D D D</u>	<u>A A A A</u>	<u>A A A A</u>
B	<u>A A A A</u>	<u>A A A A</u>	<u>D D D D</u>	<u>D D D D</u>
C	<u>D D D D</u>	<u>D D D D</u>	<u>A A A A</u>	<u>A A A A</u>
D	<u>A A A A</u>	<u>A A A A</u>	<u>D D D D</u>	<u>D D D D</u>

8 Week Schedule of TEN Hours Shifts

Day Shift 08:00 - 18:00

Afternoon Shift 12:00 - 22:00

SCHEDULE "C"

EMPLOYMENT TERMS AND CONDITIONS FOR THE POSITION OF  
PROPERTY CONTROL OFFICER

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

A. The following Clauses of the 1997-99 Collective Agreement shall 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	6.5	Service Pay
5.12	Re-enlistment	8.9	Pension Plan

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

1. Probationary Period

- (a) Each new member shall be placed in a probationary capacity until the member has completed 12 months of service;
- (b) Such probationary period shall 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 shall 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 shall be based on the original date of employment.

2. Clothing Allowance

- (a) The Property Control Officer shall be paid \$4.05 for each day that he 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) shall be provided to the Property Control Officer and such clothing shall 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 shall become eligible for Superannuation in accordance with the Pension (Municipal) Act;
- (b) All members who reach Superannuation age as set forth in the Pension (Municipal) Act shall be retired whether contributing under or not;
- (c) Subject to Section 2(3) of the Pension (Municipal) Act the Property Control Officer shall be placed in Group 1.

4. Increments

- (a) Upon the completion of 12 months of service which is satisfactory to the Board, the Property Control Officer shall receive the second increment in the appropriate salary range. Upon the completion of twenty-four months of satisfactory service, the Property Control Officer shall 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, he may make the initial appointment at the second or third increment. Subsequent increments on the salary range for the position, if applicable, shall be granted annually thereafter, upon the completion of 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.

5. Service Pay

Service Pay shall be paid to the Property Control Officer on the basis of \$7.50 per month after the completion of 5 years of service and an additional \$7.50 per month for each completed 5 year period of service thereafter.

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 40 hours are credited.

Example:

1. A member hired in 1975 is in his 16th calendar year during 1985: The member is credited in 1990 with 40 hours of supplementary annual leave which may be taken between 1990 and 1994. In 1995 the member will be credited with a further 40 hours of supplementary annual leave, etc.

Each member hired after 1970 will be credited with 40 hours of supplementary annual leave at the start of his 16th calendar year which may be taken at any time prior to the end of the 20th calendar year, etc.

In summary, each member will receive 40 hours of supplementary annual leave at the beginning of each 5 years following the completion of 15 calendar years of service, with each 40 hours to be taken during the course of the 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 2000 to 2012 By Years Hired

Year Hired	ENTITLEMENT YEAR												
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
2002	---	---	---	---	---	---	---	---	---	---	---	---	---
2001	---	---	---	---	---	---	---	---	---	---	---	---	---
2000	---	---	---	---	---	---	---	---	---	---	---	---	---
1999	---	---	---	---	---	---	---	---	---	---	---	---	---
1998	---	---	---	---	---	---	---	---	---	---	---	---	---
1997	---	---	---	---	---	---	---	---	---	---	---	---	40
1996	---	---	---	---	---	---	---	---	---	---	---	40	---
1995	---	---	---	---	---	---	---	---	---	---	40	---	---
1994	---	---	---	---	---	---	---	---	---	40	---	---	---
1993	---	---	---	---	---	---	---	---	40	---	---	---	---
1992	---	---	---	---	---	---	---	40	---	---	---	---	40
1991	---	---	---	---	---	---	40	---	---	---	---	40	---
1990	---	---	---	---	---	40	---	---	---	---	40	---	---
1989	---	---	---	---	40	---	---	---	---	40	---	---	---
1988	---	---	---	40	---	---	---	---	40	---	---	---	---
1987	---	---	40	---	---	---	---	40	---	---	---	---	40
1986	---	40	---	---	---	---	40	---	---	---	---	40	---
1985	40	---	---	---	---	40	---	---	---	---	40	---	---
1984	---	---	---	---	40	---	---	---	---	40	---	---	---
1983	---	---	---	40	---	---	---	---	40	---	---	---	---
1982	---	---	40	---	---	---	---	40	---	---	---	---	40
1981	---	40	---	---	---	---	40	---	---	---	---	40	---
1980	40	---	---	---	---	40	---	---	---	---	40	---	---
1979	---	---	---	---	40	---	---	---	---	40	---	---	---
1978	---	---	---	40	---	---	---	---	40	---	---	---	---
1977	---	---	40	---	---	---	---	40	---	---	---	---	40
1976	---	40	---	---	---	---	40	---	---	---	---	40	---
1975	40	---	---	---	---	40	---	---	---	---	40	---	---
1974	---	---	---	---	40	---	---	---	---	40	---	---	---
1973	---	---	---	40	---	---	---	---	40	---	---	---	---
1972	---	---	40	---	---	---	---	40	---	---	---	---	40
1971	---	40	---	---	---	---	40	---	---	---	---	40	---
1970	40	---	---	---	---	40	---	---	---	---	40	---	---
1969	---	---	---	---	40	---	---	---	---	40	---	---	---
1968	---	---	---	40	---	---	---	---	40	---	---	---	---
1967	---	---	40	---	---	---	---	40	---	---	---	---	40
1966	---	40	---	---	---	---	40	---	---	---	---	40	---
1965	40	---	---	---	---	40	---	---	---	---	40	---	---
1964	---	---	---	---	40	---	---	---	---	40	---	---	---
1963	---	---	---	40	---	---	---	---	40	---	---	---	---
1962	---	---	40	---	---	---	---	40	---	---	---	---	40
1961	---	40	---	---	---	---	40	---	---	---	---	40	---
1960	40	---	---	---	---	40	---	---	---	---	40	---	---
1959	---	---	---	---	40	---	---	---	---	40	---	---	---
1958	---	---	---	40	---	---	---	---	40	---	---	---	---
1957	---	---	40	---	---	---	---	40	---	---	---	---	40
1956	---	40	---	---	---	---	40	---	---	---	---	40	---
1955	40	---	---	---	---	40	---	---	---	---	40	---	---
1954	---	---	---	---	40	---	---	---	---	40	---	---	---
1953	---	---	---	40	---	---	---	---	40	---	---	---	---

SCHEDULE "E"

NO. 1

**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 his/her full-time position, that such job sharing agreements be mutually agreed upon using the following principles; PROVIDED HOWEVER, that nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement, except as specifically provided herein:

I. General

1. Job sharing is intended to provide temporary and relatively short duration (normally not exceeding one 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 Service or significantly increase the costs to the Employer.
2. Where a member occupying a regular full-time position wishes to share his/her position with another member and has received formal approval from the Chief Constable or his designate and the Association, the member shall be entitled to do so in accordance with the provisions of this Letter of Understanding.

II. Procedure

1. The member shall apply in writing to the Manager of the approved area in which the job sharing is being requested. A listing of approved areas in which job

SCHEDULE "E" - NO. 1 (cont'd)LETTER OF UNDERSTANDING - JOB SHARING (cont'd)

Page 2

sharing arrangements may occur is attached hereto as Appendix I. The member shall indicate the reason for the request, including the hours and days of the week the member wishes to share and with whom the member contemplates entering into a job sharing arrangement. A copy of the request shall be forwarded to the Chief Constable and the Association.

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

### III. Duration

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

SCHEDULE "E" - NO. 1 (cont'd)LETTER OF UNDERSTANDING - JOB SHARING (cont'd)

Page 3

IV. Employee Status and Working Conditions

1. A member in a job sharing arrangement shall continue to maintain his/her original employee status during the period of time covered by the job sharing arrangement and shall accumulate seniority in accordance with the member's scheduled hours of work in the job sharing arrangement. Such a member shall be entitled to use accumulated seniority for all applicable purposes set out in the Collective Agreement including layoff and recall.
2. The general principles with respect to wage rates, employee benefit entitlement and premium payments for members in job sharing arrangements are as follows:
  - (a) Members shall be paid the appropriate (classified) hourly rate for all hours worked.
  - (b) Paid leave benefits, such as Vacation, Public Holidays, Sick Leave and Gratuity, shall be earned on a proportionate basis in accordance with the ratio that the member's scheduled weekly hours bears to the full-time hours of the position being shared.
  - (c) The member's share of the premium payments for health and welfare benefits, such as Medical, Extended Health, Dental, and Group Life, shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared.
3. In accordance with the general principles outlined in paragraph IV(2) above, except as otherwise provided herein, the following shall apply to members:
  - (a) Vacation Entitlement

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

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

(c) Public Holidays

- (i) The member's public holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the member's scheduled weekly hours bears to the full-time hours of the position being shared. Such entitlement shall be credited to their public holiday account effective January 01 of each calendar year, or effective as at the commencement of the job sharing arrangement in respect of the public holidays remaining in the balance of that calendar year.
- (ii) Where the member has received an overage on the number of paid public holiday hours, the member may be scheduled to work without pay to make up the equivalent number of overpaid hours. Where the Employer is not able to schedule such additional work for the member, arrangements shall be made to deduct the overage either from the member's compensating time off account or from the member's normal pay and such deduction shall be done at year end or at the expiry of the job sharing arrangement, whichever is earlier.

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

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

(e) Sick Leave and Gratuity

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

(f) Superannuation

Where a member is contributing to superannuation and enters into a job sharing arrangement, the member shall be required to continue making payments toward superannuation. The existing cost-sharing arrangement

SCHEDULE "E" - NO. 1 (cont'd)LETTER OF UNDERSTANDING - JOB SHARING (cont'd)

Page 5

shall continue to apply on the same percentage basis applied to the reduced earnings.

(g) Compassionate Leave

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

(h) Rank Index

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

V. Application of Section 6 (Special Allowances)

Section 6 of the Collective Agreement shall apply to members participating in a job sharing arrangement, EXCEPT THAT Sections 6.3 (Clothing Allowance) and 6.5 (Service Pay) shall, if applicable, accrue on a prorated basis in accordance with the ratio that the member's scheduled weekly hours of work bears to the full-time hours of the position being shared.

VI. Application of Section 6.7 (Overtime)

Section 6.7 of the Collective Agreement shall apply to members participating in a job sharing arrangement EXCEPT THAT,

- (i) regardless of the schedule of hours worked by a member in the job sharing arrangement, overtime (extended tour of duty) premiums as provided pursuant to Subsection 6.7 shall 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 shall not be triggered unless and until a member's weekly hours of work exceed forty (40);
- (ii) Subsection 6.8(a) shall 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 shall apply:

SCHEDULE "E" - NO. 1 (cont'd)LETTER OF UNDERSTANDING - JOB SHARING (cont'd)

Page 6

Morning Session	4 hours
Afternoon Session	4 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 shall 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 shall continue under the individual terms agreed upon.

SCHEDULE "E" - NO. 1 (cont'd)

LETTER OF UNDERSTANDING - JOB SHARING (cont'd)

Page 7

APPENDIX I

The following represent approved areas/squads in which job sharing arrangements may occur, subject to the terms and conditions of the Letter of Understanding between the Employer and the Association dated 1995 November 06:

Operation Services

Operation Support

SCHEDULE "E"NO. 2MEMORANDUM OF AGREEMENT

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE GREATER VANCOUVER REGIONAL DISTRICT ACTING ON BEHALF OF THE NEW WESTMINSTER MUNICIPAL POLICE BOARD AGREE TO RECOMMEND TO THE NEW WESTMINSTER MUNICIPAL POLICE BOARD, AND IF THAT BOARD (hereafter "the Employer") APPROVES, THEN TO NEW WESTMINSTER MUNICIPAL COUNCIL; AND THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE NEW WESTMINSTER POLICE ASSOCIATION (hereafter "the Association") AGREE TO RECOMMEND TO THEIR ASSOCIATION MEMBERSHIP THAT THE 1995-1996 COLLECTIVE AGREEMENT SHALL INCORPORATE AND REFLECT THE FOLLOWING TERMS AND PROVISIONS:

**RE: RESTRUCTURING WITHIN THE RANKS OF THE ASSOCIATION**

The purpose of this Memorandum of Agreement is to set out the agreement of the parties with respect to the implementation of a significant restructuring of the rank structure, increment structures and work assignments within the ranks of the Association's membership. This Memorandum of Agreement also initiates significant amendments to the 1995-1996 Collective Agreement between the parties. In recognition of these circumstances and conditions the Employer and the Association agree as follows:

1. Effective the date of ratification of this Memorandum of Agreement, Constables will commence being assigned investigative/detective duties as Detective Constables; such assignment shall not impact their current rate of pay. Corporal/Detectives confirmed in their rank as at the date of ratification of this Memorandum of Agreement shall continue to be paid 115% of the First Class Constable rate of pay and shall continue to receive work assignments as per Schedule VI until such time as they are promoted, terminate their employment with the Employer, retire or are reduced in rank for just cause.
2. Effective the date of ratification of this Memorandum of Agreement, new recruits to the Service shall commence employment at the new rank index of 65% of the First Class Constable rate of pay. (A complete rank index and salary scale for the rank of Constable is appended hereto as Schedule I.) Recruits hired prior to 1996 November 01 shall continue to be paid at the rate of 76% of the First Class Constable rate of pay, and thereafter shall progress through the increment structure in place prior to the date of ratification of this Memorandum of Agreement until they reach the First Class Constable rate of pay.

SCHEDULE "E" - NO. 2 (cont'd)Memorandum of Agreement - Restructuring Within the Ranks of the Association (cont'd) Page 2

3. Effective the date of ratification of this Memorandum of Agreement, Constables promoted to the rank of Sergeant shall commence employment in that rank at the new rank index of 120% of the First Class Constable rate of pay. (A complete rank index and salary scale for the rank of Sergeant is appended hereto as Schedule II.)
4. Effective the date of ratification of this Memorandum of Agreement, Detective/Corporals promoted to the rank of Sergeant shall receive 125% of the First Class Constable rate of pay; similarly, Detective/Corporals required either to perform relief acting duties as Sergeants or to perform Sergeant duties on supervisory callouts, or those assigned Sergeants' positions on a long-term 'while so employed' basis, shall receive 125% of the First Class Constable rate of pay. Constables assigned to perform relief acting duties as Sergeants or those assigned Sergeants' positions on a long-term 'while so employed' basis shall receive 120% of the First Class Constable rate of pay.
5. Constables completing ten years of service shall continue to commence receipt of the ten year rank index of 102% of the First Class Constable rate of pay until 1998 December 31, at which date the 102% rank index shall be discontinued. Constables who as at 1998 December 31 are in receipt of 102% of the First Class Constable rate of pay shall continue to receive such rate until they become eligible for and meet the requirements (as noted under Item No. 6 below) for receipt of a subsequent rank index. Similarly, Constables completing ten years of service and who qualify (pursuant to the terms of the 1995-1996 Collective Agreement) prior to 1998 December 31 shall receive 105% of the First Class Constable rate of pay. Effective 1998 December 31 at 23:59 hours, the current procedures and requirements with respect to qualifying shall be discontinued and be replaced with the procedures and requirements set out under Item No. 6 below. Constables who as at 1998 December 31 at 23:59 hours are in receipt of 105% of the First Class Constable rate shall continue to receive such rate until they become eligible for and meet the requirements (as noted under Item No. 6 below) for receipt of a subsequent rank index.
6. Constables having completed ten, fifteen and twenty years of service shall be eligible to receive, respectively, 105%, 110% and 115% of the First Class Constable rate of pay. In order to qualify for receipt of such increments, those attaining such eligibility as at 1998 December 31 must by such date (but following the date of ratification of this Memorandum of Agreement) have successfully completed on their own time two external courses of study approved by the Service per increment and have successfully passed an examination set and administered by the Service. Those attaining such eligibility as at 1999 December 31 must by such date (but following the date of ratification of this Memorandum of Agreement) have successfully completed three such courses per increment and an examination as noted; those attaining eligibility as at 2000 December 31

SCHEDULE "E" - NO. 2 (cont'd)Memorandum of Agreement - Restructuring Within the Ranks of the Association (cont'd) Page 3

must by such date (but following the date of ratification of this Memorandum of Agreement) have successfully completed four such courses per increment and an examination as noted; and those attaining eligibility as at 2001 December 31 and thereafter must by such date(s) (but following the date of ratification of this Memorandum of Agreement) have successfully completed five such courses per increment and an examination as noted. An explanatory Table setting out eligibility dates relative to course requirements is appended hereto as Schedule IV.

7. Effective the date of ratification of this Memorandum of Agreement, Sergeants confirmed in their rank who are promoted to the rank of Staff Sergeant shall receive 135% of the First Class Constable rate of pay; similarly, Sergeants confirmed in their rank who are required either to perform relief acting duties as Staff Sergeants or to perform Staff Sergeant duties on supervisory callouts, or those assigned Staff Sergeants' positions on a long-term 'while so employed' basis, shall receive 135% of the First Class Constable rate of pay.
8. Sergeants in receipt of 125.5% of the First Class Constable rate of pay as at 1996 December 31 shall continue to be paid 125.5% of the First Class Constable rate of pay until such time as they are promoted, terminate their employment with the Employer, retire or are reduced in rank for just cause.
9. Effective 1998 December 31 and thereafter, Sergeants, except as set out under Item 4 above, who have been promoted to the rank of Sergeant for three years shall become eligible for and shall receive, subject to meeting the requirements set out under Item No. 10 below, 125% of the First Class Constable rate of pay.
10. Effective 1998 December 31, in order to commence receipt of a subsequent increment an eligible Sergeant must have successfully completed on his/her own time (but following the date of ratification of this Memorandum of Agreement) two external courses of study approved by the Service and have successfully passed an examination set and administered by the Service. Effective 1999 December 31 and thereafter, in order to commence receipt of a subsequent increment an eligible Sergeant must have successfully completed on his/her own time (but following the date of ratification of this Memorandum of Agreement) three external courses of study approved by the Service and have successfully passed an examination set and administered by the Service.
11. Staff Sergeants confirmed in their rank as at the date of ratification of this Memorandum of Agreement shall continue to receive 135% of the First Class Constable rate of pay until such time as they are promoted, terminate their employment with the Employer, retire or are reduced in rank for just cause.

SCHEDULE "E" - NO. 2 (cont'd)Memorandum of Agreement - Restructuring Within the Ranks of the Association (cont'd) Page 4

12. Effective the date of ratification of this Memorandum of Agreement, Sergeants promoted to the rank of Staff Sergeant shall receive 130% of the First Class Constable rate of pay. (A complete rank index and salary scale for the rank of Staff Sergeant is appended hereto as Schedule III.)
13. Effective 1998 December 31 and thereafter, Staff Sergeants, except as set out in Item 7 above, who have been promoted to the rank of Staff Sergeant for three years shall become eligible for and shall receive, subject to meeting the requirements set out under Item No. 14 below, 135% of the First Class Constable rate of pay.
14. Effective 1998 December 31, in order to commence receipt of a subsequent increment an eligible Staff Sergeant must have successfully completed on his/her own time (but following the date of ratification of this Memorandum of Agreement) two external courses of study approved by the Service and have successfully passed an examination set and administered by the Service. Effective 1999 December 31 and thereafter, in order to commence receipt of a subsequent increment an eligible Staff Sergeant must have successfully completed on his/her own time (but following the date of ratification of this Memorandum of Agreement) three external courses of study approved by the Service and have successfully passed an examination set and administered by the Service.
15. The Employer and the Association agree that, in the event the introduction of the restructuring as set out in this Memorandum of Agreement results in payroll cost-savings, then such cost-savings shall be directed toward offsetting the costs of providing for the courses of study referenced in this Memorandum of Agreement.

The extent to which cost-savings are realized in any calendar year shall be determined by utilizing the long term costing methodology appended hereto as Schedule V-A. Schedule V-B appended hereto shall constitute the base for such costing, and shall be amended only to the extent necessary to reflect any subsequent changes in authorized strength at any rank level.

Therefore, as soon as possible following December 01 in each calendar year, the Schedule V-A costing model shall be applied reflecting the number of Constables, Sergeants and Staff Sergeants at each increment level and the results, calculated in 1996 dollars, shall be subtracted from the Schedule V-B base; any positive resulting difference shall constitute the savings to be allocated as set out above.

16. The Employer and the Association further agree that in the event the Vancouver Police Department introduces a physical fitness standard/assessment as representing an eligible course for purposes of constituting a credit toward movement between increment levels,

SCHEDULE "E" - NO. 2 (cont'd)Memorandum of Agreement - Restructuring Within the Ranks of the Association (cont'd) Page 5

then the New Westminster Police Service shall adopt such standard/assessment in a like manner and shall commence providing similar credit toward movement between increment levels pursuant to the provisions of this Memorandum of Agreement.

SCHEDULE "E" - NO. 2 (cont'd)Memorandum of Agreement - Restructuring Within the Ranks of the Association (cont'd) Page 6

This is Schedule I referred to in Item No. 2 of the Memorandum of Agreement between the GVRD Labour Relations Department acting on behalf of the New Westminster Municipal Police Board, and the New Westminster Police Association, dated 1996 November 26.

SCHEDULE INEW WESTMINSTER MUNICIPAL POLICE BOARD - NEW WESTMINSTER POLICE ASSOCIATION1996 January 01 - 1996 December 31

<u>Class Title</u>	<u>Rank Index</u>		<u>Effective 1996 January 01</u>
Constable: Probationer	65%	Monthly	2930
		Biweekly	1347.69
		Hourly	16.8461
4th Class	75%	Monthly	3380
		Biweekly	1554.68
		Hourly	19.4335
3rd Class	80%	Monthly	3606
		Biweekly	1658.63
		Hourly	20.7329
2nd Class	90%	Monthly	4056
		Biweekly	1865.61
		Hourly	23.3201
1st Class	100%	Monthly	4507
		Biweekly	2073.06
		Hourly	25.9133
After 10 Years and Fulfilled Requirements for Increment	105%	Monthly	4732
		Biweekly	2176.55
		Hourly	27.2069
After 15 Years and Fulfilled Requirements for Increment	110%	Monthly	4958
		Biweekly	2280.50
		Hourly	28.5063
After 20 Years and Fulfilled Requirements for Increment	115%	Monthly	5183
		Biweekly	2383.99
		Hourly	29.7999

SCHEDULE "E" - NO. 2 (cont'd)Memorandum of Agreement - Restructuring Within the Ranks of the Association (cont'd) Page 7

This is Schedule II referred to in Item No. 3 of the Memorandum of Agreement between the GVRD Labour Relations Department acting on behalf of the New Westminster Municipal Police Board, and the New Westminster Police Association, dated 1996 November 26.

SCHEDULE IINEW WESTMINSTER MUNICIPAL POLICE BOARD - NEW WESTMINSTER POLICE ASSOCIATION1996 January 01 - 1996 December 31

<u>Title</u>	<u>Rank Index</u>		<u>Effective 1996 January 01</u>
*Sergeant:	120%	Monthly	5408
		Biweekly	2487.49
		Hourly	31.0936
	125%	Monthly	5634
		Biweekly	2591.44
		Hourly	32.3930

\*Progression through the increments shall 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) courses of study approved by the Service and successfully passes an examination set and administered by the Service.

Sergeants are permitted to carry over one course to the next increment.

SCHEDULE "E" - NO. 2 (cont'd)Memorandum of Agreement - Restructuring Within the Ranks of the Association (cont'd) Page 8

This is Schedule III referred to in Items No. 12, 13 and 14 of the Memorandum of Agreement between the GVRD Labour Relations Department acting on behalf of the New Westminster Municipal Police Board, and the New Westminster Police Association, dated 1996 November 26.

SCHEDULE IIINEW WESTMINSTER MUNICIPAL POLICE BOARD - NEW WESTMINSTER POLICE ASSOCIATION1996 January 01 - 1996 December 31

<u>Title</u>	<u>Rank Index</u>		<u>Effective 1996 January 01</u>
*Staff Sergeant:	130%	Monthly	5859
		Biweekly	2694.93
		Hourly	33.6866
	135%	Monthly	6084
		Biweekly	2798.42
		Hourly	34.9803

\*Progression through the increments shall 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) courses of study approved by the Service and successfully passes an examination set and administered by the Service.

Staff Sergeants are permitted to carry over one course to the next increment.

SCHEDULE "E" - NO. 2 (cont'd)

Memorandum of Agreement - Restructuring Within the Ranks of the Association (cont'd) Page 9

This is Schedule IV referred to in Item No. 6 of the Memorandum of Agreement between the GVRD Labour Relations Department acting on behalf of the New Westminster Municipal Police Board, and the New Westminster Police Association, dated 1996 November 26.

SCHEDULE IV  
CONSTABLE INCREMENTS  
COURSES REQUIRED\*\*

Years' Service as of 96.12.31	Year Hired	Courses Required for 105%	Year Eligible for Increment to 105%	Additional Courses Required for 110%	Year Eligible for Increment to 110%	Additional Courses Required for 115%	Year Eligible for Increment to 115%
1	1995	5		5		5	
2	1994	5		5		5	
3	1993	5		5		5	
4	1992	5		5		5	
5	1991	5	(2001)	5		5	
6	1990	4	(2000)	5		5	
7	1989	3	(1999)	5		5	
8	1988	0*	(1998)	5		5	
9	1987	0*	(1998)	5		5	
10	1986	0*	(1998)	5	(2001)	5	
11	1985	0*	(1998)	4	(2000)	5	
12	1984	0*	(1998)	3	(1999)	5	
13	1983	0*	(1998)	2	(1998)	5	
14	1982	0*	(1998)	2	(1998)	5	
15	1981	0*	(1998)	2	(1998)	5	(2001)
16	1980	0*	(1998)	2	(1998)	4	(2000)
17	1979	0*	(1998)	2	(1998)	3	(1999)
18	1978	0*	(1998)	2	(1998)	2	(1998)
19	1977	0*	(1998)	2	(1998)	2	(1998)
20	1976	0*	(1998)	2	(1998)	2	(1998)
21	1975	0*	(1998)	2	(1998)	2	(1998)
22	1974	0*	(1998)	2	(1998)	2	(1998)
23	1973	0*	(1998)	2	(1998)	2	(1998)
24	1972	0*	(1998)	2	(1998)	2	(1998)
25	1971	0*	(1998)	2	(1998)	2	(1998)

\* Only applies if the member is Ten-Year Qualified as of 98.12.31.

\*\* Constables are permitted to carry over a maximum of two courses to the next increment.

SCHEDULE "E" - NO. 2 (cont'd)

Memorandum of Agreement - Restructuring Within the Ranks of the Association (cont'd)Page 10

This is Schedule V-A referred to in Item No. 15 of the Memorandum of Agreement between the GVRD Labour Relations Department acting on behalf of the New Westminster Municipal Police Board, and the New Westminster Police Association, dated 1996 November 26.

SCHEDULE V-A

<b>New Westminster Police Service Restructuring</b>			
<b>Long Term Annualized Cost Projection Prior to Restructuring</b>			
	<b>Average Cost Per Member (Includes 23.5% Benefit Load)</b>	<b>Projected Structure Prior To Restructuring</b>	<b>Projected Cost Prior to Restructuring</b>
<b>Chief</b>	132,419	1	132,419
<b>Inspector - 160%*</b>	106,202	3	318,606
<b>Staff Sergeant - 135%</b>	90,172	5	450,860
<b>Sergeant - 125.5%</b>	83,826	6	502,956
<b>Cpl./Detective - 115%</b>	76,813	18	1,382,634
<b>Evidence Tech. - 110%</b>	73,473	2	146,946
<b>P.C. - 105%</b>	70,133	35	2,454,655
<b>P.C. - 102%</b>	68,130	1	68,130
<b>P.C. - 100%</b>	66,794	21	1,402,674
<b>P.C. - 92%</b>	61,450	3	184,350
<b>P.C. - 84%</b>	56,107	3	168,321
<b>P.C. - 76%</b>	50,763	3	152,289
<b>Total</b>		101	7,364,840

Note: Based on 101 sworn members, an average of 3 recruits would be hired each year.

\* Rate factored to account for an average 7-year career based on incumbents being paid at 150% of the First Class Constable rate for the first year and 160% of the First Class Constable rate for 6 years.

SCHEDULE "E" - NO. 2 (cont'd)Memorandum of Agreement - Restructuring Within the Ranks of the Association (cont'd)Page 11

This is Schedule V-B referred to in Item No. 15 of the Memorandum of Agreement between the GVRD Labour Relations Department acting on behalf of the New Westminster Municipal Police Board, and the New Westminster Police Association, dated 1996 November 26.

SCHEDULE V-B

<b>New Westminster Police Service Restructuring</b>			
<b>Long Term Annualized Cost Projection After Restructuring</b>			
	<b>Average Cost Per Member (Includes 23.5% Benefit Load)</b>	<b>Structure After Restructuring as at December 01</b>	<b>Cost After Restructuring as at December 01</b>
<b>Chief</b>	132,419		
<b>Inspector - 160%*</b>	106,202		
<b>Staff Sergeant - 135%</b>	90,172		
<b>Staff Sergeant - 130%</b>	86,832		
<b>Sergeant - 125%</b>	83,492		
<b>Sergeant - 120%</b>	80,152		
<b>P.C. - 115%</b>	76,813		
<b>P.C. - 110%</b>	73,473		
<b>P.C. - 105%</b>	70,133		
<b>P.C. - 100%</b>	66,794		
<b>P.C. - 90%</b>	60,114		
<b>P.C. - 80%</b>	53,435		
<b>P.C. - 75%</b>	50,095		
<b>P.C. - 65%</b>	43,416		
<b>Total</b>			

Note: Based on 101 sworn members, an average of 3 recruits would be hired each year.

\* Rate factored to account for an average 7-year career based on incumbents being paid at 150% of the First Class Constable rate for the first year and 160% of the First Class Constable rate for 6 years.

SCHEDULE "E" - NO. 2 (cont'd)Memorandum of Agreement - Restructuring Within the Ranks of the Association (cont'd)Page 12

This is Schedule VI referred to in Item No. 1 of the Memorandum of Agreement between the GVRD Labour Relations Department acting on behalf of the New Westminster Municipal Police Board, and the New Westminster Police Association, dated 1996 November 26.

SCHEDULE VI

- 1.0 Confirmed Corporals as of 1997 January 01 within the Service shall maintain their rank, insignia and pay and will be deployed within the Service by the Chief Constable. Corporals deployed onto a platoon within Patrol Division shall be assigned as the shift investigator, which will be a uniform position unless so directed by the NCO. The duties of the shift investigator shall include regular patrol duties as well as serious crime investigations, as directed by the NCO.
- 2.0 Acting Supervisor duties in Patrol shall follow the current eligibility list or qualified list as currently applied, with seniority applied in each instance. This shall apply to both Constables and Corporals within the platoon.
- 3.0 All qualified members in Patrol, inclusive of Corporal ranks, shall be eligible to apply for vacant positions within investigative or specialized sections as they become available. The final selection to these units will remain at the discretion of the Chief Constable.
- 4.0 In any instance where the shift investigator position becomes vacant on a platoon, such position may be filled but not paid in an acting capacity as per section 2.0 above.
- 5.0 For the purpose of this Agreement, confirmed Corporals include Corporals on probation but do not include Corporals in an Acting or While-so-employed basis.