

2007-2010

COLLECTIVE AGREEMENT

between

THE PORT MOODY POLICE BOARD

and

THE PORT MOODY, DISTRICT 43, POLICE SERVICES UNION

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THIS AGREEMENT

BETWEEN:

**THE PORT MOODY POLICE BOARD**  
(hereinafter called the "Employer")

OF THE FIRST PART

AND:

**THE PORT MOODY, DISTRICT 43, POLICE SERVICES UNION**  
(hereinafter called the "Union")

OF THE SECOND PART

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

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

- (a) Officers of the rank of Inspector and above;
- (b) Those exercising management functions or employed in a confidential capacity in matters relating to labour relations;
- (c) Clerical staffs attached to the Department;

AND WHEREAS as a result of collective bargaining the parties hereto have concluded the Collective Agreement hereinafter appearing which shall constitute the wages and working conditions of the employees in the above noted bargaining unit.

The Employer and the Union agree as follows:

1. **DEFINITIONS**

The terms defined in this Section 1 for all purposes of this Agreement, unless otherwise specifically provided herein, have the meanings hereinafter specified. The terms herein defined are:

- (a) "Board" means the Port Moody Police Board;
- (b) "Chief Constable" means the Chief Constable of the Police Department of the City of Port Moody, and shall include an authorized designate;
- (c) "Department" means the Police Department of the City of Port Moody;

- (d) "employee" means a member of the Department covered by the Union's certificate of bargaining authority;
- (e) "Employer" means the Port Moody Police Board in its capacity as an employer; and
- (f) "Union" means the Port Moody, District 43, Police Services Union.

## 2. TERM OF AGREEMENT

This Agreement shall be for a term of thirty-nine (39) months with effect from 2007 January 01 to 2010 March 31, both dates inclusive.

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

## 3. UNION MEMBERSHIP AND DUES

### Membership

All present employees who are now members of the Union shall remain members of the Union. All persons employed on or after 1983 October 11 shall apply to the Union to become members thereof by the first day of the month immediately following completion of 30 calendar days of employment. All employees who are as of 1983 October 11 members of the Union and those employees who subsequently become members of the Union shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union nor shall any employee be deprived of employment by reason of the refusal of the Union to admit such employee to membership in the Union.

### Dues

All employees covered by the Union's Certificate of Bargaining Authority shall pay to the Union an amount equal to the Union'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 Employer 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 Union remains the recognized bargaining agent.

4. REMUNERATION

4.1 Pay Schedule

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

5. PAY FOR ACTING SENIOR CAPACITY

An employee who has been duly appointed by the authority of the Chief Constable to perform temporarily the duties of a rank higher than the employee's confirmed rank shall be paid at the appropriate rate for the senior rank for all hours the employee performs such duties after being so appointed.

6. SPECIAL ALLOWANCES

6.1 Clothing Allowance

- (a) Every uniformed employee shall be issued on an as-required basis at the discretion of the Chief Constable the following items of uniform: tunic, trousers, skirts, overcoats, caps, waterproof clothing, briefcase (recruits only), boots, ties, gloves, shirts, t-shirts and socks. The last issue of such items shall remain the property of the Employer. A refusal of issue may be appealed through regular grievance procedure as outlined in Section 14 of this Agreement.
- (b) Style and character of the uniform and equipment issued to the employees shall be at the discretion of the Employer. The Union shall be afforded the opportunity of meeting with the Chief Constable or an officer designated by the Chief Constable for the purpose of communicating the views of the Union with respect to the style and character of the uniforms. Prior to a change being made in the style or character of the uniforms, the Union will be advised of the proposed change and afforded an opportunity of considering the proposed changes and meeting with the Chief Constable or an officer designated by the Chief Constable for the purpose of making representations with respect to the proposed changes.
- (c) All damage to clothing and equipment incurred in the course of duty shall be assumed and made good by the Employer upon the recommendation of the Chief Constable.
- (d) Effective 2008 July 08:
  - (i) All members who are required to provide and wear civilian clothing as a part of their regular duties shall be reimbursed by the Employer for expenses incurred in the purchase of such clothing. Such reimbursement shall be in an amount not to exceed one thousand seventy dollars (\$1,070.00) per annum, which amount shall be prorated in the instance of a member completing a part year of service wherein the member is required to wear civilian clothing as a part of the member's regular

duties. The member may elect to receive such clothing allowance as 1 (one) lump sum at the outset of the calendar year, or as 3 (three) lump sum payments at intervals throughout the year, subject to the requirement that any clothing allowance received by a member for a period of a calendar year during which the member is not required to wear civilian clothing, shall be rebated to the Employer.

- (ii) All members granted clothing allowance on a temporary or intermittent basis shall be paid in lieu of the clothing mentioned in Section 6.1(a) the sum of four dollars and five cents (\$4.05) for each day such members are required to work in civilian clothes.
- (e) The Employer shall provide cleaning services to all employees granted a permanent clothing allowance, with the following maximums:
  - 1 (one) shirt per working day;
  - 1 (one) pair of pants/skirt per week;
  - 1 (one) sport or suit jacket every 2 weeks; and
  - 1 (one) overcoat every month.
- (f) The Employer shall provide cleaning services to all employees 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) storm coat every month.
- (g) Each employee shall be entitled to be issued a protective vest and the Employer shall pay 100% of the cost thereof. The selection of a standard style and make of protective vest shall be made by the Employer. The protective vest shall remain the property of the Employer.
- (h) It is understood that employees 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 6.1(d), 6.1(e) and 6.1(f) for the duration of such absence.

## 6.2 Educational Fund

- (a) A Police Educational Fund has been established to financially assist employees of the Department who are interested in furthering their education by enrolling in approved courses.
- (b) An approved course will be officially classified as such when, in the opinion of the Chief Constable, the Department will materially benefit from the course, and such benefit will be derived within a reasonable time.

- (c) Applications for financial assistance will be received from employees of the Department holding the rank of First Class Constable or higher.
- (d) Employees wishing to take advantage of this Fund will, prior to enrollment in any course, make application in writing to the Training Officer, who will refer same to the Training Board together with relevant documents. The Chief Constable will consider the Training Board's recommendations and rule on the acceptability of the course.
- (e) Tuition fees will be paid in the first instance by the employee. With respect to courses involving a final examination, the Employer will reimburse the employee for the tuition fees upon the employee submitting evidence of successful completion of the course. With respect to courses not involving a final examination, the Employer will reimburse the employee for tuition fees upon the employee producing written proof from the Course Administrator certifying a minimum 80% attendance, and a satisfactory completion of such course.
- (f) Applications for reimbursement of tuition fees shall be submitted to the Training Officer, accompanied by receipts and statements of marks attained, or a letter from the Course Administrator as required for submission to the Training Board. Applications for reimbursement must be submitted within 6 months of course completion.
- (g) Employees who are financially assisted by this Fund are expected to remain in the service of the Department for five years following completion of any approved course.  
  
Tuition fees paid by the Department may be recovered if an employee resigns, or is discharged from the Department within 5 years of the completion of such a course.
- (h) The Union shall be afforded the opportunity of meeting with the Chief Constable or an officer designated by the Chief Constable for the purpose of communicating the views of the Union with respect to the operation of the Educational Fund. Prior to a change being made in the operation of the Educational Fund, the Union will be advised of the proposed change and afforded an opportunity of considering the proposed change and meeting with the Chief Constable or an officer designated by the Chief Constable for the purpose of making representations with respect to the proposed change.

### 6.3 Shift Differentials

Effective 2008 July 08:

A member who works between 1900 hours and 0700 hours on any day shall be paid a shift differential premium of one dollar and fifteen cents (\$1.15) (effective 2009 January 01, one dollar and twenty-five cents (\$1.25)) per hour for all time that the member is required to work during that period.

Shift differential premium payments shall not be included when calculating overtime rates under this agreement, but shall be included as earnings for the purpose of calculating superannuation contributions.

## 7. OVERTIME

### 7.1 Calculation of Overtime

For the purposes of this Section 7

- (a) "compensation" means payment or time off in lieu of payment, and "compensated" shall have a similar meaning; and
- (b) "scheduled CTO" means scheduled cumulative time off.

Any overtime incurred under Sections 7.3 and 7.4 (except as otherwise provided in Section 7.4) shall be calculated on the basis of the number of hours' overtime worked multiplied by 1 (one), 1½ (one and one-half) or 2 (two) as the case may be and the result shall be taken to the nearest hour.

### 7.2 Election Respecting Compensation

- (a) Subject to the provisions of Section 7.7 respecting the accumulation of overtime, every employee who is entitled to compensation pursuant to Sections 7.3 to 7.6 and paragraphs 8.2(b) and 8.2(c) shall elect either to be paid or to receive time off in lieu thereof, provided that in respect of working overtime or on a public holiday, the election shall be made at the time such compensation is earned, and in respect of compensation pursuant to paragraph 8.2(c), the election shall be made as soon as reasonably possible.
- (b) Time off in lieu of payment for overtime shall be taken by the employee entitled thereto at a time which is mutually acceptable to the employee and the Employer.
- (c) Effective 2008 July 08, notwithstanding the above, employees required to work pursuant to Section 7.3 and 7.4 as a result of events for which the Employer recovers costs from a 3<sup>rd</sup> party, shall not be entitled to elect to receive time off in lieu of payment.

### 7.3 Extended Tour of Duty

- (a) An employee 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 Subsection 7.3 only to be deemed to be inclusive of the minimum 15 (fifteen) minutes preceding shift start time that an employee is required to report for duty) shall be compensated at the rate of 1½ (one and one-half) times the hourly rate of such employee, computed on the basis of the employee's regular working hours, for the first 2 consecutive hours of overtime worked by the employee and at the rate of

double the hourly rate computed as aforesaid, for all hours worked by such employee in excess of 10 consecutive hours of regular police work.

The overtime worked by an employee to which the provisions of this Section 7.3 are applicable is in this Agreement referred to as "extended tour of duty".

(b) Cancellation of Leaves

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

7.4 Callouts

For the purposes of this Agreement, a callout shall be when an employee is required by a Supervisor to return to work other than during the employee's regular detailed working hours.

- (a) If an employee is required to return to work on a regular day off such employee shall be compensated at double the employee's regular hourly rate of pay for each such hour worked or for 3 hours at double the employee's regular hourly rate of pay, whichever is the greater.
- (b) If an employee is required to return to work on a regular work day, such employee shall be compensated at double the employee's regular hourly rate of pay for each such hour worked or for 3 hours at double the employee's regular hourly rate of pay, whichever is the greater.
- (c) If an employee is required to report for work during such employee's annual leave, the employee shall be compensated at the rate of a minimum of 20 hours for each day so called out.
- (d) Where an employee is required to stand by such employee shall be compensated at the rate of 3 hours' straight time for the time which the employee is required to stand by in any 24 hour period between 12 o'clock midnight of any given day and 12 o'clock midnight of the following day and if an employee is called out while on standby such employee shall be compensated for such callout as provided in paragraph 7.4(a) or 7.4(b) (whichever paragraph is applicable) in addition to the employee's standby compensation.

7.5 Court Time Schedule/Denotification

A. Definitions

In this Section 7.5, the word "Court" means:

- (1) a Court of Criminal or Civil jurisdiction including Traffic Hearing Rooms;
- (2) where arising out of Part 1 of the Police (Discipline) Regulations, a Disciplinary Hearing, an appeal hearing before the Board or an appeal hearing before the B.C. Police Commission;

- (3) an inquiry held by the Board pursuant to Section 60 of the Police Act, an inquiry held by the B.C. Police Commission pursuant to Section 65 of the Police Act, or the Judicial Review Procedures Act; and
- (4) where specifically approved by the Chief Constable or where the employee is obliged to attend by way of subpoena, any other tribunal (whether in Canada or elsewhere) acting in a judicial or quasi-judicial capacity whether in criminal, civil or administrative matters except a tribunal seized of labour relations matters involving the Employer, the Union or the employees covered by the Union's certificate of bargaining authority. (Note: It is the specific intent of this paragraph (4) to exclude attendance at hearings conducted by the Labour Relations Board, boards of arbitration, Industrial Inquiry Commissions or any other tribunals in those cases where the Union or the employees covered by its certificate of bargaining authority are parties to the matters before the tribunal.)

Except as otherwise provided in Section 7.5(F), an attendance at Court includes interviews with Prosecutors in the preparation of cases.

#### B. Court Times

Court times shall be considered as:

Morning Session	1000 hours to 1230 hours
Afternoon Session	1400 hours to 1630 hours

Any advance or retarding of Court start hours will also be considered to equally advance or retard the Court end time, and similarly advance or retard the following applicable collective agreement provisions: Sections 7.5(C)(b), 7.5(F)(b), and 7.5(F)(c).

#### C. Court Compensation Schedules

- (a) Compensation for attendance at Court by an employee while not on duty, and where the employee's attendance is for the purpose of giving evidence which was acquired in the performance of the employee's police duties, shall be allowed in accordance with the following schedule.

- (1) For attendance at Court following Day Shift:

Afternoon Session	4 hours
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- (2) For attendance at Court while on Afternoon Shift:

Morning Session	4 hours
Afternoon Session	3 hours;

## (3) For attendance at Court while on Midnight Shift:

Morning Session	6 hours
Afternoon Session	4 hours

except that if an employee attends Court at an Afternoon Session only, the employee shall be allowed 6 hours' compensation instead of 4 hours.

For the purpose of calculating overtime compensation, all shifts finishing later than 0015 hours shall be considered Midnight Shift.

## (4) For attendance at Court on day off, the following provisions shall apply:

Morning Session	8 hours
Afternoon Session	6 hours

except that if an employee attends Court at an Afternoon Session only, the employee shall be allowed 8 hours' compensation instead of 6 hours.

- (b) In the event that an employee attends a Court session which commences on or after 1630 hours, and such attendance follows an earlier afternoon session attendance as in sections C(a)(1), C(a)(2), C(a)(3) or C(a)(4) above, then such appearance shall be compensated as an additional attendance in accordance with the appropriate premium designated for such afternoon Court session.
- (c) Notwithstanding the above, any interview or Court which falls 1 (one) hour or less prior to a working shift shall be allowed 2 hours' compensation.
- (d) Where an employee is required to attend a morning session of a Court and to remain in attendance at that 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 compensation allowed for attending at the morning session as hereinbefore provided the employee shall be entitled to further compensation of 1(one) hour.
- (e) In the event that an employee while off duty receives a telephone call from the Department of one (1) hour or less relating to an investigation with which he/she is involved, then such employee shall be entitled to claim one and one-half (1½) hours' compensation. It is understood that receipt of phone calls of an administrative nature shall not trigger this provision; it is further understood that calls resulting from a lack of appropriate diligence in the employee's performance of his/her duty shall not trigger this provision.

D. Relief From Duty

- (a) When an employee detailed for the midnight shift is required to attend Court, the employee shall, when practicable, be granted the night off prior to attending Court. If attendance of such an employee is not required at the afternoon session, having already been granted 8 hours off, 2 hours will be deducted from the employee's accumulated overtime. When it has not been practicable to grant an employee time off prior to attending Court and the employee is required to attend morning and afternoon sessions, the employee shall notify his or her superior prior to 1700 hours when the employee will be allowed the same night off.
- (b) When an employee detailed for the afternoon shift is required to attend both morning and afternoon sessions of Court, such attendance, when practicable, shall be deemed to be such employee's tour of duty. Failing this arrangement, the employee shall be granted compensation in accordance with the schedule as set out herein.

E. Court Attendance While on Annual Leave

- (a) Annual Leave for all Court claim purposes includes all overtime leave, compensating time off and weekly leave scheduled in conjunction with Annual Leave at the time of Annual Leave sign-up.
- (b) If an employee is required to attend Court while on annual leave, compensation therefore will be on the basis of twenty (20) hours for each day or part of a day of required attendance. Interviews preceding Court on annual leave shall be compensated in accordance with 7.5(F).
- (c) Any employee who receives notification that he or she will be required to attend Court during the employee's annual leave shall immediately notify the Chief Constable or designate.
- (d) The Chief Constable or designate shall in the first instance undertake every reasonable effort to secure a rescheduling of such employee's attendance to a date outside of the employee's period of annual leave.
- (e) In the event of failure to secure such rescheduling of an employee's attendance, the Chief Constable or designate shall endeavour to reschedule the employee's annual leave, provided that any such rescheduling of annual leave shall be effected only by mutual consent of the employee and the Chief Constable or designate.
- (f) In the event of failure to reschedule an employee's annual leave, the Chief Constable or designate shall be authorized to make arrangements and, when possible, to pay an amount in advance in order to cover the return travel expenses and other related expenses which the Chief Constable or designate deems to be reasonable and sufficient. Such an amount shall be paid to any employee who is required to travel from a point outside the boundaries of the Greater Vancouver Regional District

other than the employee's place of residence in order to attend Court, provided that the employee returns to the same or equivalent point at the conclusion of the employee's attendance at Court.

- (g) Any employee who is required during such employee's annual leave to travel to attend Court from a point outside the boundaries of the Greater Vancouver Regional District shall be entitled to receive time off on the basis of 8 hours of each half day or part thereof occupied by such traveling, provided that no such entitlement shall accrue with respect to any day for which the employee receives compensation for attendance at Court. For the purpose of this paragraph, 12 o'clock noon marks the dividing line between the first and second halves of any day.

F. Prosecutor's Interviews

- (a) Where an employee is required to attend a Prosecutor's interview immediately following the completion by the employee of the employee's regular day shift in preparation for a case to be heard in a Court of criminal jurisdiction at which the employee is to give evidence as a witness, the employee shall be entitled to 4 hours' compensation.
- (b) When the morning session of a Court of criminal jurisdiction commences at 1000 hours and an employee is required to attend a Prosecutor's interview on the same day such Court is held and at which the employee is to give evidence as a witness, the employee shall be entitled to compensation for such attendance upon the Prosecutor as follows:
  - (1) for attendance at 0830 hours the employee shall be entitled to 2 hours' compensation;
  - (2) for attendance at 0900 hours the employee shall be entitled to 1½ (one and one-half) hours' compensation;
  - (3) for attendance at 0930 hours the employee shall be entitled to 1 (one) hours' compensation.

PROVIDED HOWEVER, if the Court appearance is canceled by the Prosecutor prior to 1000 hours the employee will be eligible to receive the Court attendance compensation only;

- (c) When the afternoon session of a Court of criminal jurisdiction commences at 1400 hours and an employee is required to attend a Prosecutor's interview on the same day such Court is held and at which the employee is to give evidence as a witness, the employee shall be entitled to compensation for such attendance upon the Prosecutor as follows:
  - (1) for attendance at 1230 hours the employee shall be entitled to 2 hours' compensation;

- (2) for attendance at 1300 hours the employee shall be entitled to 1½ (one and one-half) hours' compensation;
- (3) for attendance at 1330 hours the employee shall be entitled to 1 (one) hour's compensation.

PROVIDED HOWEVER, if the Court appearance is canceled by the Prosecutor prior to 1400 hours, the employee will be eligible to receive the Court attendance compensation only.

G. Traveling for Court Purposes

- (a) Where an employee is required by subpoena to attend and give evidence in a Court outside the boundaries of the Greater Vancouver Regional District, and where such employee will practically require the use of a commercial airline or other commercial travel, the following provisions shall apply:
  - (1) Each day that the employee is on such duty will be considered as an 8 hour tour of duty. No overtime provision will apply nor will there be any reduction to the consideration of an 8 hour tour of duty if the employee's trip is in fact less than 8 hours in duration;
  - (2) If the employee's trip involves a day of scheduled weekly leave, then the employee will receive twice the employee's 8 hour rate for each scheduled weekly leave day involved;
  - (3) If the employee's trip is during the course of scheduled weekly hours, the employee will receive the straight-time rate but will be relieved of normal duties for at least 8 hours prior to the commencement of the employee's trip and at the conclusion of the trip;
  - (4) In order to accommodate paragraph (3) of this Section G(a), there will be no penalty for the Employer for any shift change required to relieve the employee of duties prior to and after the employee's trip.
- (b) Where an employee is required by subpoena to attend Court outside the boundaries of the Greater Vancouver Regional District and for such purpose uses his or her motor vehicle to travel from the employee's home to Court and return to the employee's home that employee shall be entitled to be paid a mileage allowance in accordance with the schedule made by the City of Port Moody from time to time for its employees, for the distance traveled in excess of 50 miles. In no event will mileage be paid for Court appearances within the boundaries of the Greater Vancouver Regional District.

- (c) Where an employee receives a subpoena or a request for such employee's attendance from any tribunal referred to in paragraph 7.5A(4) of the definition of "Court", the employee shall notify the appropriate supervisor immediately. The Department will then determine whether or not the employee should attend. An employee shall not attend such hearing without explicit authorization from a supervisor.
- (d) Where an employee is required to appear as a witness on behalf of the Employer in any of the tribunals referred to in paragraph 7.5A(4) of the definition of "Court", the employee shall, when so required during off-duty hours, be compensated in accordance with Section 7.3--Extended Tour of Duty or Section 7.4--Callouts as appropriate.

#### H. Resigned and Retired Employees

Any former employee who has resigned or has retired on superannuation or any employee 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 such employee's duties as a police officer shall be allowed compensation equivalent to 4 (four) hours for each of the following sessions attended:

Morning Session  
Afternoon Session

PROVIDED HOWEVER, that those employees to which this Section H applies shall not be entitled to any other of the benefits of Section 7.5.

The applicable rate of pay for an employee who has resigned or has retired or is absent on authorized unpaid leave shall be that prevailing for the rank held by such employee at the date of his or her resignation, retirement or commencement of unpaid leave. Any employee who is paid under this Section H shall be required to return to the Employer any witness fees received in connection with the attendance or attendances at Court.

- I. Employees on Sick Leave or WorkSafeBC benefits are considered to be on an 8 hour day, 5-day week, Monday through Friday. Court attendance during these times will be considered on-duty and for any attendance falling within the day the employee will not be considered on sick leave, and will instead be credited an 8 hour duty day. Employees are responsible to advise their NCO's of any such Court attendance so that salary attendance profiles will reflect the appropriate duty day(s).

#### J. Denotification

- (a) An off duty employee being denotified by telephone for a scheduled Court appearance shall not be telephoned for such purpose between the hours of 2200 and 0700.

- (b) Denotification shall be communicated by a Port Moody Police Department employee whose identity is known to the employee being denotified, or whose identity may be immediately verified by the employee being denotified.
- (c) Subject to the provisions of the applicable Departmental Procedures Manual, an employee will be considered to be denotified with respect to a scheduled Court appearance if such denotification is communicated to the employee either in person or by telephone to:
  - (1) an adult residing in the residence of the employee;
  - (2) a babysitter employed by the employee;
  - (3) a child of the employee if such child is of sufficient age as to be unattended by an adult;
  - (4) the employee's telephone answering machine; or
  - (5) the employee's voice mail box.
- (d) In the event that an employee is denotified with respect to a scheduled Court appearance within twenty-four (24) hours of the time at which the employee is scheduled to appear at Court, then the employee shall receive one-half ( $\frac{1}{2}$ ) of the compensation to which the employee would otherwise have been entitled had the employee attended at Court; EXCEPT THAT in the event that an employee is simultaneously so denotified with respect to two Court appearances scheduled within the referenced twenty-four (24) hour period, then the employee shall receive one-half ( $\frac{1}{2}$ ) of the compensation to which the employee would otherwise have been entitled had the employee attended at the morning session of such scheduled Court appearance.
- (e) Where an employee who has been scheduled to attend Court during such employee's annual leave is subsequently advised that the employee's attendance will not be required, then unless the employee is advised prior to the commencement of the employee's annual leave that the employee's attendance is not required, the employee shall be allowed compensation equivalent to  $\frac{1}{2}$  (one-half) of the minimum amount the employee would have been allowed had the employee attended.

For the purposes of this Section 7.5J, annual leave shall be deemed to commence forthwith upon completion of the last regular daily tour of duty prior to the annual leave and shall be deemed to end upon commencement of the first regular daily tour of duty following completion of the annual leave.
- (f) Compensated denotifications shall not be considered as a Court attendance.

## 7.6 Compensation for Court Attendance by an Acquitted Employee

Where an employee has been accused and acquitted in any proceedings arising out of the employee's duties while engaged as an employee of the Department the employee shall be allowed compensation in accordance with Section 7.5 (except Subsection H), provided however that the employee shall not receive any compensation for attending such proceedings over and above the employee's regular salary and employee benefits if the employee is on duty or is under suspension.

## 7.7 Accumulation of Overtime

- (a) Time accumulated in respect of any of the premium payments specified in this Section 7 or in Section 8.2 is to be accumulated in one "bank".
- (b) Subject to clause (d) below, there shall be no maximum accumulation in the "bank" during any calendar year.
- (c) Subject to clause (f) below, on or before February 28 in each calendar year an employee may convert any portion of such employee's accumulated time off in blocks of 40 hours to a maximum of 120 hours into scheduled CTO, to be taken in accordance with clause (e) below.
- (d) On the last day of the pay period ending on or after February 28 of each year, an employee's balance as at December 31 of the immediately preceding year shall be reduced to 120 hours by paying the rates in effect as at December 31 of the immediately preceding year, it being understood that the December 31 balance shall be reduced by all hours taken as time off up to and including the last day of the pay period ending on or after February 28 and all hours scheduled as cumulative time off (scheduled CTO) and the residual December 31 balance exceeding one hundred twenty (120) hours paid out.
- (e) Scheduled CTO shall be scheduled off in blocks of 40 hours. The signup shall occur each year immediately following the annual leave signup using any vacant space on the annual leave signup sheets, subject to the same restrictions, and in the same manner.
- (f) No employee shall defer any annual leave in a year in which scheduled CTO is taken.
- (g) If the number of hours of overtime that an employee has accumulated does not exceed 40 the employee may convert 1 (one) week of annual leave to overtime and add it to the employee's accumulated overtime, but such conversion may be made only once annually by an employee.
- (h) When an employee is required to attend Court while on a week of scheduled CTO, such time off shall be considered as annual leave for all purposes relating to the Court appearance.

- (i) When an employee is required to report for work while on a week of scheduled CTO, the employee shall be compensated at the rate of a minimum of 20 hours for each day so called out.
- (j) An employee who has completed 5 or more years' continuous service may convert up to 40 hours of the employee's accumulated gratuity credits to overtime and add them to the employee's accumulated overtime, but such conversion may be made only once annually by an employee.
- (k) Upon promotion, the Employer shall have the option of reducing an employee's banked overtime to 80 hours by paying out the amount in excess of 80 hours.

## 8. ANNUAL LEAVES AND PUBLIC HOLIDAYS

### 8.1 Annual Leaves

Paid annual leave for all employees covered by this Agreement shall be allowed as follows:

- (a) Employees leaving the service in less than 12 months from the date of appointment shall be granted annual leave pay in accordance with Part 4 of the Employment Standards Act;
- (b) In the first part calendar year of service, annual leave will be granted on the basis of  $\frac{1}{12}$  (one-twelfth) of 10 working days for each month or portion of a month greater than  $\frac{1}{2}$  (one-half) worked by December 31;
- (c) During the second up to and including the seventh calendar year of service--120 hours;
- (d) During the eighth up to and including the fifteenth calendar year of service--160 hours;
- (e) During the sixteenth up to and including the twenty-second calendar year of service--200 hours;
- (f) During the twenty-third and all subsequent calendar years of service--240 hours;
- (g) Employees who leave the service after completion of 12 consecutive months of employment shall receive annual leave for the calendar year in which termination occurs on the basis of  $\frac{1}{12}$  (one-twelfth) of their annual leave entitlement for that year for each month or portion of a month greater than  $\frac{1}{2}$  (one-half) worked to the date of termination;

PROVIDED THAT:

- (h) "calendar year" for the purposes of this Agreement shall mean the twelve-month period from 1 January to 31 December, inclusive;

- (i) in all cases of termination of service for any reason, adjustment will be made for any overpayment of annual leave;
- (j) Employees leaving on superannuation or upon leaving at reaching maximum retirement age, are entitled to annual leave as follows:
  - if retiring prior to 1 April, they receive half of the usual annual leave;
  - if retiring 1 April or later, they receive the full annual leave;
- (k) Subject to paragraph 7.7(f), an employee who is entitled to paid annual leave of not less than 120 hours under the provisions of this Section 8.1:
  - (i) shall take at least 120 hours of the employee's annual leave per year; and
  - (ii) may defer the taking of the remainder (if any) of the employee's annual leave so long as the deferred annual leave does not at any one time exceed the number of hours' annual leave to which the employee is entitled annually (e.g. an employee who is entitled to 160 hours may defer a maximum of 160 hours at any one time and an employee who is entitled to 240 hours may defer a maximum of 240 hours at any one time).

(l) Annual Leave Pay Adjustment

As soon as possible following 31 December in each year an annual leave pay adjustment will be made in a lump sum to all employees other than those entitled to an annual percentage of earnings in lieu of annual leave, where such employees' annual basic earnings exclusive of overtime and any other premium payments not normally taken into account in the computation of annual leave pay exceeded their regular base rate earnings during the year in question. Such cash payments shall reflect the proportionate difference between the employees' actual annual basic earnings and regular base rate earnings applied to the employees' 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).

- (m) Employees shall select their first two weeks of annual leave on the basis of seniority in their work unit. Once all employees in a work unit have had an opportunity to choose two weeks of annual leave, then the balance of annual leave entitlement shall be selected up to two (2) weeks at a time in each work unit on the basis of seniority. Vacation selection is subject to the approval of the Employer.

8.2 Public Holidays

- (a) Subject to paragraphs 8.2(b), 8.2(c) and 8.2(d), all employees are entitled to time off with pay at straight time on the following public holidays: New Year's Day, Good Friday, Easter Monday, Canada Day, Victoria Day, British Columbia

Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, and any other day appointed by Council to be a civic holiday.

- (b) Subject to Section 7.2, all employees who are required to work on any of the public holidays defined in paragraph 8.2(a) shall be paid 1½ (one and one-half) times their regular rates of pay for the hours worked on the holiday or shall be entitled to time off equal to 1½ (one and one-half) times the hours so worked.
- (c) All employees who are:
  - (i) receiving Workers' Compensation benefits,
  - (ii) on annual leave,
  - (iii) on their weekly leave, or
  - (iv) on scheduled CTO as provided for in Section 7.7,
 on a day on which a public holiday defined in Section 8.2(a) falls shall, in accordance with Section 7.2, be entitled to time off or pay in lieu of such holiday.
- (d) The public holidays defined in paragraph 8.2(a) shall not apply to employees who are off duty without pay.

### 8.3 Supplementary Annual Leave

Each employee shall be entitled to forty (40) hours of supplementary annual leave, in addition to the annual leave to which the employee is entitled pursuant to Section 8.1, upon commencing the sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth and forty-first calendar year of service.

Each employee shall become entitled to supplementary annual leave pursuant to this Section on the first day of January in the year in which the employee qualifies for such supplementary annual leave. Proration of supplementary annual leave shall be in accordance with Schedule "F", which is attached for clarification.

An employee shall retain his or her supplementary annual leave entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies.

Employees 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 Section 7.2(b) and such hours shall be considered in all respects as overtime leave.

### 8.4 Annual Leave Pay

When a regular pay day falls during the period in which an employee is on annual leave, the employee shall be entitled, on 4 clear working days' notice, to draw pay in

advance up to such pay day prior to leaving on annual leave. For the purpose of calculating the length of notice required to obtain annual leave pay in advance, a working day means a regular working day of the office employees at the City Hall.

#### 8.5 Conversion of Leave

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

### 9. EMPLOYEE BENEFITS

The employees shall be entitled to the following benefits during the term of this Agreement, save and except as otherwise hereinafter provided:

#### 9.1 (a) Medical Services Plan

All employees shall be entitled to Medical Services Plan coverage with the employee paying one hundred percent (100%) of the premiums required.

#### (b) Extended Health Care Plan

(i) All employees shall be entitled to coverage under the Extended Health Care Plan. Coverage for subscribing employees and their dependents shall provide for reimbursement of eligible expenses to a lifetime maximum of \$1,000,000 per person. Eligible expenses shall include:

- vision care to a limit of \$300.00 payable per person per 24 months;
- prescription drugs including oral contraceptives in accordance with the Plan;
- eye examinations in the amount of \$75 per person per 24 months;
- hospital charges for a semi-private room;
- special duty nursing care, if ordered by a physician;
- ambulance charges in emergency circumstances;
- medical equipment and appliances including hearing aids to a maximum of \$700.00 payable per person per 5 year period, blood and ostomy products, orthopedic shoes and orthotic supplies to a maximum of \$400.00 per year (\$200.00 for children);
- registered paramedical therapy services including physiotherapy, massage therapy, speech therapy (five hundred dollars (\$500.00) per calendar year), chiropractic services, podiatric services, acupuncture

treatment and naturopathic services (reimbursement limits apply for certain of these paramedical services); and

- out of province medical expenses.

There is a \$125.00 per year, per family, deductible associated with the Plan.

The premiums required to maintain the Plan shall be borne 100% by the Employer.

(ii) Psychological Services Plan

All employees shall be entitled to coverage under the Psychological Services Plan. Coverage for subscribing employees and their dependents shall be to a maximum of \$2,400.00 claimable per family per 12 month period. The premiums required to maintain the Psychological Services Plan shall be borne 50% by the Employer and 50% by the member.

9.2 Group Life Insurance

Effective on the first of the month following the date of employment, all employees shall be entitled to Group Life Insurance coverage, calculated on the basis of \$2,000.00 of insurance for each \$1,000.00 of gross basic annual salary, which salary shall be computed to the next highest \$1,000.00. The total premium shall be paid one hundred percent (100%) by the employee. In addition to the foregoing Group Life Insurance, effective on the first of the month following the date of employment, each employee shall be entitled to accidental death and dismemberment insurance in an amount equivalent to the amount of the employee's Group Life Insurance to which the employee is entitled under this Section 9.2, from time to time.

9.3 Sick Leave and Gratuity Plan

All employees shall be entitled to the benefits of the Sick Leave and Gratuity Plan set forth in Schedule "C" annexed hereto.

9.4 Workers' Compensation and Sick Leave Payments

- Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and is entitled to compensation therefor under the Workers' Compensation Act, the employee shall not be entitled to use sick leave credits for time lost by reason of any such disability.
- Where an employee suffers from a disease, illness or incurs personal injury and receives compensation therefor under the Workers' Compensation Act, the Employer shall receive the compensation cheques and the employee's regular net take-home pay (as opposed to regular gross salary) shall be maintained by the Employer for the period covered by WorkSafeBC.

- (c) Subject to Section 9.5 below, an employee shall be advanced sick leave, to the extent the employee has sick leave credits, for time during which the employee is off work as a result of a disease, illness or injury and is awaiting confirmation of entitlement from WorkSafeBC, or where the employee rejects WorkSafeBC and elects to commence an action against a third party for damages in respect of the disease, illness or personal injury.

#### 9.5 Sick Leave Recovery

The Employer is subrogated to the rights of an employee who has received sick leave payments pursuant to Section 9.3 of this Collective Agreement, against any third party liable to that employee for damages, and may bring an action against a third party in the employee's name to recover the wages and/or benefits paid or payable by the Employer. The employee 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 or designate. Where a claim for damages is made to the courts, the employee 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 employee reimburses the Employer for wage loss and/or benefits. This provision includes actions or claims made to ICBC.

#### 9.6 Dental Services Plan

The Employer and the Union agree that the following dental plan has been in effect for the benefit of those employees participating therein under the terms of this Collective Agreement since 1 August 1974 and that it shall continue as amended hereafter:

- (a) Basic Dental Services (Plan A--provision for payment of 100% of the approved schedule of fees);
- (b) Prosthetics (Plan B--provision for payment of 70% of the approved schedule of fees); and
- (c) Orthodontics (Plan C - provision for payment of seventy percent (70%) of the approved schedule of fees). The lifetime maximum shall be \$3000 for employees and their dependents as defined by the Plan.

The cost of premiums shall be borne 100% by the Employer.

All employees shall participate in the dental plan except those employees who were exempted from participation when the dental plan was first established. Any employee who was exempted from participation in the dental plan as aforesaid shall not be eligible for participation therein.

### 9.7 Benefit Plan Administration

The Employer 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 unilateral right does not apply to the Extended Health Care Plan. This provision shall not be interpreted to mean that the Employer has the unilateral right to change or modify the coverage or content of the referenced benefits packages.

### 9.8 Complaints Against Employees

The Employer hereby affirms that it will be its policy for the duration of this Agreement to make every reasonable effort to ensure that any complaint, other than one which alleges criminal behaviour, from a person other than an employee of the Department, against any employee, of a nature which could result in suspension, dismissal, demotion or legal action against the employee concerned, shall be made in writing to the Employer or to the Chief Constable and shall be signed by the complainant setting forth the grounds for the complaint. In every instance where a complaint of the above nature is received, regardless of the form in which it is received, a copy of such complaint or a statement outlining the complaint, and any other documents which lead to a decision to investigate the complaint, shall be submitted to the employee concerned forthwith. No disciplinary proceedings shall be instituted solely on the basis of an unsigned complaint. In any Employer hearing resulting from any of the aforementioned complaints the employee concerned may elect to be represented by legal counsel.

### 9.9 Indemnification of Employees

For the purposes of this Section “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 Port Moody (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 an employee 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 employee’s duties as a police officer.
- (b) (i) The City will indemnify an employee for necessary and reasonable costs for up to a two hour consultation by the employee with a lawyer as to whether the employee should make a statement, and if so, in what form, if the employee learns that an allegation has been made that the employee misconducted himself or herself in the performance of their duties if the employee

- (1) reasonably believes that the allegation may result in the initiation against the employee of proceedings under the Criminal Code; and
    - (2) has been asked by the City 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 employee with the City before obtaining the advice if fees for only up to two hours' services will be claimed.
  - (iii) If the employee considers the allegation involves a matter that is complex or serious so as to warrant more than two hours' legal assistance the employee may, before consulting the lawyer, seek the City's agreement to indemnify the employee 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 employee for the cost of reasonable and necessary services.
  - (iv) If it is proven that the employee did not act in good faith in the performance of the employee's duties as a police officer, the Union will indemnify the City for the amount properly paid by it pursuant to this subsection.
- (c)
    - (i) If an employee is named defendant in a civil action for damages arising from acts done in the performance, or attempted performance, in good faith of the employee's duties as police officer, the employee 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 employee 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 an employee's defence of a civil action and the City of Port Moody's defence of a civil action then the employee may be represented by their own counsel with necessary and reasonable legal costs borne by the City of Port Moody.
  - (d)
    - (i) An employee 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 employee's duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing the employee at the public hearing.

- (ii) An employee 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 employee's duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing the employee in the appeal ONLY WHERE the appeal is successful.
- (e) An employee who causes the death of another person arising out of the performance, or attempted performance, in good faith of the employee's duties shall be indemnified for the necessary and reasonable legal costs to represent the employee at an inquest held pursuant to a statute of the Province of British Columbia.
- (f) Where an employee desires to have legal representation in a royal commission or proceedings not otherwise referred to in this section the employee may, prior to the commencement of the proceedings, request the City to recommend to City Council that the City of Port Moody indemnify the employee for all or a portion of necessary and reasonable legal costs. Upon receiving such a request the City will afford the employee an opportunity to appear before it for the purpose of attempting to persuade it that such a recommendation is appropriate. The Employer, having afforded the employee such an opportunity may, in its unqualified discretion, recommend to the City of Port Moody that the request be granted, or that it be granted subject to conditions, or the City may deny such request. It is understood that the City of Port Moody may accept, modify or reject the recommendation of the City.
- (g) Notwithstanding the other provisions of this Section, employees 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 employees which did not arise in, or result from, circumstances peculiar to the execution of police duties; for actions which amount to wilful neglect or a gross dereliction of duty, or deliberate abuse of police power; or for wilful violation of a lawful order.
- (h) Notwithstanding the other provisions of this Section, where two or more employees are charged with an offence or made the subject of an action, inquiry, public hearing, inquest, or royal commission, described in paragraphs (a) and (c) through (f), arising out of substantially the same circumstances, the 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 employees are unable to agree on which solicitor, the matter shall be conclusively settled by a designate of the City and a designate of the Union.
- (i) (i) No notice is required from employees seeking indemnity for two hours' consultation under paragraph 9.9(a).

- (ii) Employees who intend to apply for indemnification under any other provision of this Section 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 an employee being denied indemnification.
- (j) Nothing in this Section shall be interpreted as limiting the Chief Constable's or the City's ability to discipline any employee of the Department.

#### 9.10 Dependants' Compensation

Where the death of an employee arises out of and in the course of the employment of the employee as a police officer, compensation shall be paid to the dependants of the deceased employee in accordance with Schedule "D" annexed hereto.

#### 9.11 Total Permanent Disability Compensation

Where an employee is totally and permanently disabled in the course of employment as a police officer, compensation shall be paid in accordance with Schedule "E" annexed hereto.

#### 9.12 Training Course Transportation

Any employee who is required by the Employer to attend a course of training of not less than 5 weeks' duration at a location outside the Lower Mainland of British Columbia shall be provided with 1 (one) return flight to Vancouver during the course.

#### 9.13 Compassionate Leave

- (a) Emergency leave in the case of the death of an employee's spouse (including common-law spouse and same sex partner) child, grandchild, ward, brother, sister, parent, guardian, parent-in-law, brother-in-law, sister-in-law, grandparent or other relative if living in the employee's household, may be granted without loss of pay for a period not to exceed 3 working days, provided that such leave without loss of pay shall not be granted during an employee's first 6 months of service;
- (b) Any employee who qualifies for emergency leave without loss of pay under paragraph 9.13(a), and 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, Fraser Valley Regional District, Powell River Regional District, Squamish-Lillooet Regional District) may be granted additional leave without loss of pay for a further period of 2 working days;
- (c) Requests for leave under paragraph 9.13(a) and 9.13(b) shall be submitted to the Chief Constable who will determine and approve the number of days required in each case;

- (d) An employee who qualifies for emergency leave without loss of pay under paragraph 9.13(a) herein may be granted such leave when on annual vacation if approved by the Chief Constable. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of pay.

9.14 Maternity and Parental Leave

(a) Length of Leave

(1) Birth Mother

A pregnant employee 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 without pay. All such leaves shall be without pay subject to any compensation entitlements which shall be available to employees in accordance with the provisions of Subsection (f) below. The parental leave must immediately follow the maternity leave.

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

(2) Birth Father and Adoptive Parent

An employee 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 employee 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 employee.

(3) Extensions - Special Circumstances

An employee 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 employee as unable to return to work for medical reasons related to the birth.

An employee 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 employee'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) An employee 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) An employee 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 employee shall provide as much notice as possible.)
- (3) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (5) An employee 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 employee is able to return to work.
- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

(c) Return to Work

On resuming employment an employee 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 an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Notwithstanding paragraph (d)(1), an employee on maternity leave or parental leave who has notified the Employer 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 employee 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 employee is on maternity and/or parental leave provided that the employee 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 an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (2) Pension contributions will cease during the period of the leave. Upon returning to work, the employee may purchase service for the period of the leave pursuant to the Municipal Pension Plan Rules.

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

- (1) Birth mothers who are entitled to maternity leave as provided for in Section 9.14 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 employees while they are temporarily unable to work as a result of giving birth, or as provided for in Paragraph 2 above.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee 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 an employee continues to receive Employment Insurance benefits.
- (5) The Plan meets the requirements of Section 38 of the EI Regulations, specifically that, when combined with an employee's weekly EI benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee'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 an

employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

9.15 Same Sex Benefit Coverage

An employee 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.

10. MEDICAL ATTENDANCE

An employee who is required to attend while off-duty at a medical facility for initial treatment and/or testing relative to a potential job-related exposure to a serious infectious disease, such as Tuberculosis, Hepatitis or HIV, shall receive six (6) hours' regular straight-time compensation for such attendance.

11. WORKING CONDITIONS

11.1 Work Week

- (a) Subject to the exigencies of the Department, the hours of work shall consist of an eight (8) hour tour of duty per day for five (5) consecutive days each calendar week. It is understood that employees shall report not less than fifteen (15) minutes before going on duty.

Work schedules related to various alternate hours of work based on either ten (10) or twelve (12) hour work days are attached to this Agreement as Letters of Understanding, and form a part of this Agreement.

- (b) The hours of work of each employee and the employee's regular days off shall be published in a monthly duty roster of the Department.
- (c) (i) The Department shall have the right to alter the hours of work of an employee from the designation in the monthly duty roster. In that event, the employee shall be remunerated on the basis that all time worked within the designation in the monthly duty roster shall be paid at straight time rates and all time worked outside the designation in the monthly duty roster shall constitute an extended tour of duty or a callout, as the case may be, and shall be remunerated in accordance with this Section. No employee shall be remunerated for hours designated in the monthly duty roster but not worked, except as otherwise provided.

Subject to the exigencies of the Department:

- the Department shall not alter the hours of work of an employee from the designation in the monthly duty roster in such manner that an employee is deliberately deprived of either any straight time hours or overtime; and
- subject to sub-paragraph (ii) of this paragraph 11.1(c), every employee shall receive 8 consecutive hours free from duty between shifts.

Note: The intention of this sub-paragraph 11.1(c) is to assure that notwithstanding paragraph 11.1(b) the Department shall have some flexibility in scheduling. However, where an employee's hours are altered this should result in an overtime penalty to the Department, for example:

Where an employee is scheduled to work 0800 to 1600 hours but is then required to work 0600 to 1400 hours, such employee will be remunerated:

- (a) 0600 to 0800 or 2 hours (outside regularly scheduled shift) at overtime rates, namely  $1\frac{1}{2}$  (one and one-half) times for the first 2 hours = 3 hours at straight time rates, of which 1 (one) hour is eligible for compensation;

plus

- (b) 0800 to 1400 or 6 hours (within regularly scheduled shift) at straight time rates;

for a total of 9 hours, of which 1 (one) hour is eligible for compensation.

This paragraph 11.1(c) shall not apply to those employees regularly assigned variable hours of duty.

- (ii) If the Department is unable to alter an employee's hours of work as in sub-paragraph 11.1(c)(i) provided so as to allow the employee 8 consecutive hours of freedom from duty immediately following the completion of the employee's regular shift, then such employee shall, in addition to straight-time pay for the hours worked, be entitled to compensation at the rate of  $\frac{1}{2}$  (one-half) times the employee's hourly rate of pay, computed on the basis of the employee's regular working hours, for the hours worked by the employee during the 8 hour period immediately following the completion of the employee's regular shift.
- (iii) When, in the opinion of the Chief Constable or a Deputy Chief Constable, an emergency or situation of serious public concern exists, the Department may advance or retard the posted hours of any employee for up to 8 hours without penalty provided 24 hours' notice is given.

- (iv) Notwithstanding Subsection 11.1(c)(i) above, in the event that an employee's hours of work are altered in response to an unpredicted vacancy(ies) or a course cancellation initiated by the Training Centre(s) involved, such alteration shall not result in a penalty and the hours worked outside of the designation in the monthly duty roster as a consequence of such alteration shall be paid at straight time rates.
- (v) Notwithstanding the provisions of Section 11.1(c)(i), when the Employer requires members to be reassigned from their regular shift to another shift as a result of a significant investigation or an anticipated significant investigation, then hours worked outside their regular shifts shall be paid in accordance with Section 11.1(c)(i). If those members are still required for the investigation after 72 hours from the commencement of their reassignment, those members will revert to straight time pay for hours which would otherwise attract premium rates under Section 11.1(c)(i). On completion of the investigation the member(s) will be reassigned to the regular duty roster shift at their regular straight time rates.

Effective 2008 July 08, for the purposes of this Subsection (v), "significant investigation" is defined as a major criminal investigation that requires immediate and sustained investigation.

## 11.2 Promotional Policy

- (a) That with regard to promotion it is agreed that, other things being equal, effect shall be given to seniority.
- (b) The parties to this Agreement acknowledge and accept Section AB150 (Promotional Policy) of the Port Moody Police Department Regulation and Procedure Manual and such amendments as are approved by the Board on an annual basis and agree to be bound by Section AB150 and amendments as referred to in this Section.
- (c) The Employer agrees that before making annual amendments to the Promotional Plan the Union shall have an opportunity to consider such amendments and to make representation to the Board. The Employer further agrees that amendments to the Promotional Plan shall not occur except as stated above, and all such amendments approved by the Board shall occur prior to the commencement of the annual promotional competition.

## 11.3 Seniority

- (a) Seniority, for the purpose of Section 11.2--Promotional Police; Section 12--Reduction of Work Force, Layoff, Recall; and for Annual Leave Signup, shall be defined as the length of continuous full-time service with the Employer since the last enlistment date, subject to required adjustments for periods of absence.

- (b) Any employee who leaves the Department and is subsequently re-employed within 1 (one) year shall have their seniority restored, subject to adjustment for the period of the absence.
- (c) Any employee who leaves the Department and is subsequently re-employed after a period of 1 (one) year or longer shall not receive credit for previous service.
- (d) No changes shall be made to the seniority list without the consent of both parties to this Agreement.

#### 11.4 Probation

- (a) A police recruit to the Department shall be accepted as a Probationary Constable and shall be placed in a probationary capacity until successful completion of 18 months' service following the date of employment. 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 an employee's suitability for continued employment. During the probationary period, the employment of an employee may be terminated if it can be satisfactorily shown that the employee is unsuitable for regular employment.
- (c) Under special circumstances the Employer may extend the probationary period with the consent of the Union. In the case where extension is required the Employer shall give written notice of the reasons for such extension to the Union and to the employee.
- (d) An employee's suitability for continued employment shall be decided on the basis of factors such as,
  - (i) conduct;
  - (ii) quality of work;
  - (iii) ability to work harmoniously with others; and
  - (iv) ability to meet the operational and administrative standards set by the Employer.
- (e) If an employee successfully completes the probationary period and continues in the same position as a regular employee, seniority and annual leave benefits and other perquisites referable to length of service shall date back to the date of employment.

#### 11.5 Increments

- (a) Effective 2008 July 08:

Upon completion of thirty-four (34) weeks' service following the date of acceptance as a Probationer member, or upon successful completion of the

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

- (b) After service satisfactory to the Employer for a total of 12 calendar months following the effective date of the incremental increase as set out in paragraph (a) above, an employee who has attained Fourth Class rank shall be promoted to Third Class rank.
- (c) After service satisfactory to the Employer at Third Class rank for 12 calendar months, an employee shall be promoted to Second Class rank.
- (d) After service satisfactory to the Employer at Second Class rank for 12 calendar months, an employee shall be promoted to First Class rank.

11.6 Provisions Respecting Re-employment of Former Employees and Employment of a New Employee Formerly Employed by Another Accredited Canadian Police Department

- (a) Any employee, other than a Probationer Constable, who leaves the Department, and is subsequently re-employed within 1 (one) year from the date of leaving the Department, shall be reappointed to the rank held at the time the employee's employment terminated; provided however that under no circumstances shall that employee be reappointed to a rank higher than First Class Constable. The re-employed employee shall be placed in a probationary status for 6 months and the provisions of paragraphs 11.4(b) to (e), Probation, shall apply as though the employee were a Probationer Constable.
- (b) Any employee who leaves the Department, and is subsequently re-employed after a period of 1 (one) year following the date of leaving the Department, shall be reappointed to the rank immediately below that held at the time the employee's employment terminated; provided however that under no circumstances shall that employee be reappointed to a rank higher than Second Class Constable. The re-employed employee shall be placed in a probationary status for 12 months and the provisions of paragraphs 11.4(b) to (e), Probation, shall apply as though the employee were a Probationer Constable.
- (c) Any new employee may be appointed to the rank of Second Class Constable who was employed at the rank of First Class Constable or higher by another accredited Canadian Police Department during the year immediately prior to the new employee's employment by the Employer and meets the requirements of the British Columbia Police Academy. The new employee shall be placed in a probationary status for 12 months and the provisions of paragraphs 11.4(b) to (e), Probation, shall apply as though the employee was a Probationer Constable.

### 11.7 Compliance with Administrative Regulations

- (a) The Union agrees from time to time and whenever so requested, to furnish the Employer with a copy of its constitution and by-laws with amendments and a list of the officers of the Union.
- (b) Nothing in this Agreement shall affect or abridge the disciplinary powers heretofore held or exercised by the Employer.
- (c) Save as herein contained, all reasonable privileges and concessions enjoyed by either party prior to the signing of this Agreement shall continue in full force and effect and shall not be affected by this Agreement.

### 11.8 Method of Pay

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

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

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

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

- (c) While an employee is off duty on full pay no reduction shall be made on the perquisites that apply to the employee's position.

### 11.9 Changes Affecting the Agreement

The Employer agrees that any reports or recommendations made to the Employer dealing with matters covered by this Agreement, including recommendations for changes in methods of operation that may affect wage rates, work loads or reduction of employment, will be communicated to the Union at such intervals before they are dealt with by the Employer as to afford the Union reasonable opportunity to consider them and make representation to the Employer concerning them, and further, that if any of the employees are deprived of employment by any implementation of such change, they shall receive priority consideration for other employment with the Employer.

### 11.10 Police Staff Parking

The Employer will undertake - and will so confirm by letter to the Union - to make space available for police staff parking at the Public Safety Building at 3051 St. Johns Street in the City of Port Moody or any other premises occupied and used by the staff of the Port Moody Police Department.

## 12. REDUCTION OF WORKFORCE, LAYOFF, RECALL

### 12.1 Definitions

- (a) For the purposes of this Section 12 "layoff" means the temporary or permanent termination of employment of an employee as a result of the Employer's decision to reduce the work force.
- (b) For the purposes of this Section 12 "seniority" means the length of service since the date of the employee's last current enlistment.

### 12.2 Notification to Union

Where the Employer 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 Union 30 calendar days in advance of the effective date of such decision, including a determination of how many employees in each rank are to be affected by reduction in rank, and how many employees are to be laid off.

### 12.3 Notification to Employees

Where the Employer 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 employee to be laid off or reduced in rank 30 calendar days in advance of the effective date of such decision.

### 12.4 Reduction in Rank

Reduction of the number of employees 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 any employee 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, employees 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.

### 12.5 Layoff

- (a) Employees shall be laid off in the order of reverse seniority.
- (b) Medical, Dental and Group Life coverage for laid off employees 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 employees will be required to elect in writing to avail themselves of the procedures set forth in Section 12.6, Recall OR Section 12.7, Compensation. If an employee fails to make such election within the specified period the employee shall be deemed to have elected compensation pursuant to Section 12.7.

## 12.6 Recall

In recalling employees who have been laid off, the following terms and conditions shall apply only to laid off employees who have elected this process pursuant to paragraph (c) of Section 12.5:

- (a) No new employees shall be hired following a layoff until those employees who were laid off have been given a reasonable opportunity of recall as detailed below.
- (b) Subject to the provisions below, laid off employees shall be recalled in order of seniority, and shall retain their right to be recalled for 3 years immediately following the date of layoff.
- (c) Laid-off employees shall be responsible for ensuring that the Employer is notified of their most current mailing address and telephone number.
- (d) In recalling a laid off employee, the Employer shall advise the employee by double-registered letter directed to the latest mailing address provided by the employee, and shall also advise the Union by copy of such letter.
- (e) A laid off employee who does not respond within 7 calendar days of the initial attempt of the Employer to contact him or her shall have no further right to recall under this Section.
- (f) Upon making contact with a laid off employee as outlined in paragraph (d) above, the Employer shall notify the employee of the time and place for reporting to work, providing that the Employer shall, on request, allow the employee to report to work up to 14 days from the date of the Employer's initial attempt to contact the employee, or at the discretion of the Employer whose approval shall not be unreasonably withheld, up to an additional 14 days.
- (g) A laid off employee 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 Section.
- (h) Nothing in this clause shall prohibit an employee who has forfeited rights to recall from applying for vacancies (following such time as all eligible laid off employees have been given a reasonable opportunity of recall) and being appointed in accordance with the provisions of paragraph 11.6(b) of the Collective Agreement.

## 12.7 Compensation

The following shall apply only to laid off employees who have elected this process, or who are deemed to have elected this process, pursuant to paragraph (c) of Section 12.5:

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

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

- (b) Laid off employees shall be entitled to compensation of 2 weeks' 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) Employees who elect or are deemed to have elected compensation pursuant to paragraph (c) of Section 12.5 shall be considered terminated on the effective date of layoff.

### 13. PENSIONS

- (a) Subject to the rules of the Municipal Pension Plan the Employer agrees to participate as to ½ (one-half) of the cost determined by the Pension Corporation to extend the pensionable service of an employee covered by this Agreement up to a maximum of 1 (one) year. It is understood that this extension shall represent that period of time served by the employee in a probationary capacity as a Police Officer with the Department and which has not heretofore been considered as pensionable service. This benefit shall be subject to the following conditions:
  - (i) only an employee with a vested interest in the Municipal Pension Plan who has reached the minimum age of retirement as defined in the rules of the Municipal Pension Plan or an employee who qualifies for a disability allowance under the rules of the Municipal Pension Plan shall be eligible; and
  - (ii) an employee who is eligible hereunder by reason of qualification for a disability allowance and wishes to take advantage of this benefit shall notify the Employer of such employee's election to do so prior to terminating employment.
- (b) Pension Contributions

Contributions to the Municipal Pension Plan shall commence on the first of the month following an employee's date of hire.

### 14. GRIEVANCE PROCEDURE

#### 14.1 Other Disputes

Any dispute as the same is 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 representatives of the Union may meet in the first instance with the Chief Constable.

## 14.2 Grievances

Any differences concerning the dismissal, discipline, or suspension of an employee, or the interpretation, application or operation of this Agreement or concerning any alleged violation of this Agreement shall be finally and conclusively settled without stoppage of work in the following manner:

- (a) The grievance shall be stated in writing and submitted to the Chief Constable or designate. Should the Chief Constable or designate be unable to settle the matter within 7 days after receipt of the grievance, the Chief Constable or designate shall submit the grievance to the Employer.
- (b) The Employer and the aggrieved employee, the Grievance Committee of the Union and/or the Bargaining Representatives of the Union shall meet within 14 days after receipt of the grievance from the Chief Constable and make every effort to settle the grievance.
- (c) Should no settlement be reached under paragraph 14.2(b) within 10 days, or within such further period as may be mutually agreed upon, the grievance shall be submitted to a Board of Arbitration of 3 persons, one to be chosen by each party and the third, who shall be Chairman, by the two so chosen. The findings of such Board of Arbitration shall be final and binding upon both parties.

## 15. ABSENCE FROM DUTY OF UNION OFFICIALS

Any member of the Union appointed to attend any convention on behalf of the Union may be granted leave of absence without pay, at the discretion of the Chief Constable. An executive officer of the Union shall be granted time off to attend meetings of the organization, at the discretion of the Chief Constable.

## 16. ACCESS TO PERSONNEL RECORDS

- (a) Upon receiving the permission of the Chief Constable or designate, an employee may review the contents of his or her personnel file provided that such review is in the presence of a person authorized for such a purpose by the Chief Constable.
- (b) A copy of any written material concerning an employee's job performance shall be provided to the employee as soon as possible after it is recorded in the employee's file. Should an employee dispute any such entry in the file, that employee shall be entitled to recourse through the grievance procedure contained in Section 14 of this Agreement. The Employer agrees not to introduce as evidence in any hearing arising from a job performance grievance any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.

17. PROVISION OF COLLECTIVE AGREEMENTS

The Employer shall post an electronic version of the Collective Agreement on the Department's web site for access by employees.

18. POSTING OF CAREER OPPORTUNITIES

- (a) Notwithstanding the Employer's right to freely transfer employees within their rank, for the purpose of reminding employees of potential career opportunities which may exist and to give employees the opportunity to express an interest in them, the Employer shall publish notices of potential positions as set out in this Section 19.
- (b) Notices of potential positions shall be published in the "General Information Bulletin" for a duration of one week. The notice shall designate a person to be contacted should an employee wish to register interest.
- (c) Employees will be responsible for registering their interest in a position with the contact person at least once annually.
- (d) In making appointments to positions the Employer will include in its consideration employees who have registered their interest in such positions within the preceding year, in accordance with this Section.

19. CONFLICT WITH REGULATION AND PROCEDURE MANUAL

In the event of any conflict between this Agreement and the conditions of service or working conditions contained in the Port Moody Police Department Regulation and Procedure Manual, the provisions of this Agreement shall apply.

20. NO DISCRIMINATION

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

21. SCHEDULES

Schedules "A", "B", "C", "D", "E", "F", and "G" respectively are an integral part of this Agreement.



SCHEDULE "A"PART APORT MOODY POLICE BOARD

and

PORT MOODY, DISTRICT 43, POLICE SERVICES UNIONMONTHLY SALARIES AND RATES  
EFFECTIVE 2007 JANUARY 01 - 2010 MARCH 31

Key: A – 2007 January 01 – 2007 December 31      D – 2009 January 01 – 2009 June 30  
 B – 2008 January 01 – 2008 July 31              E – 2009 July 01 – 2009 December 30  
 C – 2008 August 01 – 2008 December 31        F – 2009 December 31 – 2010 March 31

<u>RANK</u>	<u>INDEX</u> (%)		<u>MONTHLY</u> (\$)	<u>BI-WEEKLY</u> (\$)	<u>HOURLY</u> (\$)	
CONSTABLE - Probationer  Effec. 2008 July 08	65	A	3924	1804.90	22.56	
		B	4042	1859.17	23.24	
	70			4353	2002.22	25.03
		C	4396	2022.00	25.28	
		D	4528	2082.72	26.03	
		E	4573	2103.42	26.29	
		F	4613	2121.81	26.52	
- 4 <sup>th</sup> Class	75	A	4528	2082.72	26.03	
		B	4664	2145.27	26.82	
		C	4710	2166.43	27.08	
		D	4851	2231.29	27.89	
		E	4900	2253.82	28.17	
		F	4943	2273.60	28.42	
- 3 <sup>rd</sup> Class	80	A	4830	2221.63	27.77	
		B	4974	2287.86	28.60	
		C	5024	2310.86	28.89	
		D	5174	2379.85	29.75	
		E	5226	2403.77	30.05	
		F	5272	2424.93	30.31	
- 2 <sup>nd</sup> Class	90	A	5433	2498.98	31.24	
		B	5596	2573.96	32.17	
		C	5652	2599.72	32.50	
		D	5821	2677.45	33.47	
		E	5880	2704.59	33.81	
		F	5931	2728.05	34.10	

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

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Key: A – 2007 January 01 – 2007 December 31  
 B – 2008 January 01 – 2008 July 31  
 C – 2008 August 01 – 2008 December 31

D – 2009 January 01 – 2009 June 30  
 E – 2009 July 01 – 2009 December 30  
 F – 2009 December 31 – 2010 March 31

<u>RANK</u>	<u>INDEX</u> (%)		<u>MONTHLY</u> (\$)	<u>BI-WEEKLY</u> (\$)	<u>HOURLY</u> (\$)
- 1 <sup>st</sup> Class	100	A	6037	2776.80	34.71
		B	6218	2860.06	35.75
		C	6280	2888.57	36.11
		D	6468	2975.05	37.19
		E	6533	3004.94	37.56
		F	6590	3031.16	37.89
CONSTABLE - After 10 years & fulfilled requirements for increment (See Note 3 in Part B)	105	A	6339	2915.71	36.45
		B	6529	3003.10	37.54
		C	6594	3033.00	37.91
		D	6791	3123.62	39.05
		E	6860	3155.35	39.44
		F	6920	3182.95	39.79
- After 15 years & fulfilled requirements for increment (See Note 3 in Part B)	110	A	6641	3054.62	38.18
		B	6840	3146.15	39.33
		C	6908	3177.43	39.72
		D	7115	3272.64	40.91
		E	7186	3305.30	41.32
		F	7249	3334.28	41.68
- After 20 years & fulfilled requirements for increment (See Note 3 in Part B)	115	A	6943	3193.53	39.92
		B	7151	3289.20	41.12
		C	7222	3321.86	41.52
		D	7438	3421.21	42.77
		E	7513	3455.71	43.20
		F	7579	3486.07	43.58
SERGEANT	120	A	7244	3331.98	41.65
		B	7462	3432.25	42.90
		C	7536	3466.29	43.33
		D	7762	3570.24	44.63
		E	7840	3606.12	45.08
		F	7908	3637.40	45.47
- Completed 3 years of service as a confirmed Sergeant and fulfilled requirements for increment (See Note 3 in Part B)	125	A	7546	3470.89	43.39
		B	7773	3575.30	44.69
		C	7850	3610.72	45.13
		D	8085	3718.81	46.49
		E	8166	3756.07	46.95
		F	8238	3789.18	47.36

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

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Key: A – 2007 January 01 – 2007 December 31  
 B – 2008 January 01 – 2008 July 31  
 C – 2008 August 01 – 2008 December 31

D – 2009 January 01 – 2009 June 30  
 E – 2009 July 01 – 2009 December 30  
 F – 2009 December 31 – 2010 March 31

<u>RANK</u>	<u>INDEX</u> (%)		<u>MONTHLY</u> (\$)	<u>BI-WEEKLY</u> (\$)	<u>HOURLY</u> (\$)
- Completed 6 years of service as a confirmed Sergeant and fulfilled requirements for increment (See Note 3 in Part B)	130	A	7848	3609.80	45.12
		B	8083	3717.89	46.47
		C	8164	3755.15	46.94
		D	8408	3867.38	48.34
		E	8493	3906.47	48.83
		F	8567	3940.51	49.26
<b>STAFF SERGEANT</b>					
- Effec. 2008 July 08	135		8394	3860.94	48.26
		C	8478	3899.57	48.74
		D	8732	4016.41	50.21
		E	8820	4056.88	50.71
		F	8897	4092.30	51.15
		- Effec. 2008 July 08, completed, 1 year of service as a confirmed Staff Sergeant and fulfilled requirements for increment (See Note 3 in Part B)	140		8705
C	8792			4044.00	50.55
D	9055			4164.97	52.06
E	9146			4206.83	52.59
F	9226			4243.63	53.05

SCHEDULE "A"PART BNOTES:

1. An employee 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 ( $\frac{1}{2}$ ) of the difference between the daily rate of a 1st Class Constable (rank index of 100%) and the daily rate of a 1<sup>st</sup> Class Constable (rank index of 115%) for the time worked as a Field Trainer. The Field Trainer allowance is as follows:

Key: A – 2007 January 01 – 2007 December 31  
 B – 2008 January 01 – 2008 July 31  
 C – 2008 August 01 – 2008 December 31  
 D – 2009 January 01 – 2009 June 30  
 E – 2009 July 01 – 2009 December 30  
 F – 2009 December 31 – 2010 March 31

A        20.84 PER 8 HOUR DAY  
           26.05 PER 10 HOUR DAY  
           31.26 PER 12 HOUR DAY

B        21.46 PER 8 HOUR DAY  
           26.82 PER 10 HOUR DAY  
           32.19 PER 12 HOUR DAY

C        21.67 PER 8 HOUR DAY  
           27.08 PER 10 HOUR DAY  
           32.50 PER 12 HOUR DAY

D        22.31 PER 8 HOUR DAY  
           27.89 PER 10 HOUR DAY  
           33.46 PER 12 HOUR DAY

E        22.54 PER 8 HOUR DAY  
           28.17 PER 10 HOUR DAY  
           33.81 PER 12 HOUR DAY

F        22.75 PER 8 HOUR DAY  
           28.43 PER 10 HOUR DAY  
           34.12 PER 12 HOUR DAY

The Field Trainer allowance is calculated as follows:

(115% hourly rate x daily hours) rounded to 2 decimals

less

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

x 50%

2. An employee 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 as calculated for 2007 January 01 – 2007 December 31 is \$241.48 per month; for 2008 January 01 – 2008 July 31 the allowance = \$248.72 per month; for 2008 August 01 – 2008 December 31 the allowance = \$251.20; for 2009 January 01 – 2009 June 30 the allowance = \$258.72; for 2009 July 01 – 2009 December 30 the allowance = \$261.32; for 2009 December 31 – 2010 March 31 the allowance = \$263.60.

3. Requirements for increments are as follows:

- (a) All employees shall make available to the Employer five (5) of their scheduled weekly leave days each calendar year, for the purposes of training. Each such training day may be scheduled for a period of up to eight (8) hours. The training days will be scheduled a minimum of thirty (30) days in advance of the training. Compensation for the first thirty-two (32) hours of such training shall be in the form of the revised process for accessing increments as defined in this Note 3, instead of compensation in the form of pay or time off in lieu of pay. Compensation for the next eight (8) hours of such training shall be paid time off in lieu of pay at the rate of one (1) times the hourly rate of such employee for each hour spent in training. Training scheduled in excess of the forty (40) hours referenced in this provision shall be compensated in accordance with the appropriate provision in the Collective Agreement.

Scheduled training sessions are mandatory. In addition, employees must attend all scheduled training sessions in order to maintain an existing increment level or to be eligible for a higher increment. Employees who do not attend all scheduled training in a calendar year shall revert to their previous rank index within their rank until all required training has been completed as scheduled by the Employer; AND

- (b) Constables who have completed ten (10) years of service must have successfully passed an examination set and administered by the Chief Constable or designate once every two (2) calendar years in order to maintain an existing increment level or to be eligible for a higher increment. Sergeants must have successfully passed an examination set and administered by the Chief Constable or designate once every two (2) calendar years in order to maintain an existing increment level or to be eligible for a higher increment.

Employees who fail the exam or who fail to write the exam will revert to their previous rank index within their rank until they write and successfully pass the exam set and administered by the Department in the following calendar year.

- (c) It is understood that employees who do not meet the requirements under (a) or (b) above in successive calendar years and who revert to their previous rank index within their rank, shall not incur a reduction in their rank index of more than five percent (5%) and shall not be paid at a rank index of less than 100% of the First Class Constable rate of pay. Nothing in this Note 3 shall be interpreted as limiting the Chief Constable's or the Board's ability to discipline any employee of the Department.

SCHEDULE "B"

This is the Schedule referred to in  
Section 11.1 of this Agreement

EXPERIMENTAL 10-HOUR WORK DAYS

1. Effective 1983 November 27 the Employer shall implement a 10 hour work day for uniformed operations personnel in the Patrol Division at which time the agreement contained in the Letter of Understanding regarding the 12 hour shift shall be deemed void and of no further force and effect.
2. The Letter of Understanding attached to this Schedule "B" as Appendix 1 shall be effective on 1983 November 27.
3. A joint Union/Employer committee shall be established comprising the Chief Constable or designate and the Union President plus not more than one other representative from each party for the purpose of determining whether or not there exist satisfactory grounds for placing other operational units on the 10-hour day on an experimental basis, and for the additional purpose of determining whether or not there exist satisfactory grounds for removing the experimental tag (i.e. by placing beyond the scope of the right of either party to terminate on 30 days' written notice) from organizational units which are on the 10-hour day on an experimental basis pursuant to this paragraph 3.

Any squad which can satisfy the joint committee that it can operate on a 10 hour day and provide satisfactory service shall be placed on the 10 hour day on an experimental basis.

This is the Appendix 1 which is attached to and forms a part of Schedule "B".

THIS LETTER OF UNDERSTANDING is effective on 1983 November 27

BETWEEN:

**THE PORT MOODY POLICE BOARD**

(hereinafter called the "Employer")

OF THE FIRST PART

AND:

**THE PORT MOODY, DISTRICT 43, POLICE SERVICES UNION**

(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS the Port Moody Police Board is an employer within the meaning of the Industrial Relations Act, being Chapter 212 of the Revised Statutes of British Columbia, 1987;

AND WHEREAS the Union is a trade union within the meaning of the said Act and is the bargaining agent for all employees in the Police Department, except as noted in the current Collective Agreement between the Board and the Union.

AND WHEREAS it has been agreed that some members of the Union will work under conditions contrary to those defined in the said Agreement, i.e., four 10-hour days in each calendar week;

BE IT THEREFORE UNDERSTOOD the said Agreement shall be amended subject to the conditions set out herein, as follows:

5. **PAY FOR ACTING SENIOR CAPACITY**

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

**Exception:**

When an employee is redeployed for a period of a standard 5 day work week, the employee shall work under the provisions of the agreement for that week or 2, 3, etc.

6.1 **CLOTHING ALLOWANCE**

(d) ...and all employees granted clothing allowance on a temporary or intermittent basis shall be paid in lieu of the clothing mentioned in paragraph 6.1(a) the sum of four dollars and five cents (\$4.05) for each 10 hour day such employees are required to work in plain clothes.

### 7.3 EXTENDED TOUR OF DUTY

An employee 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 7.3 only to be deemed to be inclusive of the minimum 15 (fifteen) minutes preceding shift start time that an employee is required to report for duty) shall be compensated at the rate of 1½ (one and one-half) times the hourly rate of such employee, computed on the basis of the employee's regular working hours, for the first 2 consecutive hours of overtime worked by the employee and at the rate of double the hourly rate computed as aforesaid, for all hours worked by such employee in excess of 12 consecutive hours of regular police work.

The overtime worked by an employee to which the provisions of this Section 7.3 are applicable is in this Agreement referred to as "extended tour of duty".

### 7.5 COURT TIME SCHEDULE

(G) (a) Out of town court appearances:

- (1) Each day that the employee is on such duty will be considered as a 10 hour tour of duty. No overtime provision will apply nor will there be any reduction to the consideration of a 10 hour tour of duty if the employee's trip is in fact less than 10 hours in duration.
- (2) If the employee's trip involves a day of scheduled weekly leave, then the employee will receive 16 hours for each scheduled weekly leave day involved.

### 8.1 ANNUAL LEAVE

- (b) In the first part calendar year of service, annual leave will be granted on the basis of 1/12 (one-twelfth) of 80 hours for each month or portion of a month greater than ½ (one-half) worked by December 31.
- (c) During the second up to and including the seventh calendar year of service--120 hours.
- (d) During the eighth up to and including the fifteenth calendar year of service--160 hours.
- (e) During the sixteenth up to and including the twenty-second calendar year of service--200 hours.
- (f) During the twenty-third and all subsequent calendar years of service--240 hours.
- (k) For the purposes of this paragraph 8.1(k) a week means 40 hours.

**8.2 PUBLIC HOLIDAYS**

- (b) Employees who are scheduled to work and who do actually work on a public holiday, are entitled to (a) their regular rates of pay for the hours worked on the holiday; (b) 8 hours' compensation in lieu of the public holiday; and (c) compensation equal to ½ (one-half) the hours worked on the holidays.
- (c) All employees who are:
  - (i) receiving Workers' Compensation benefits, or
  - (ii) on annual leave, or
  - (iii) on their weekly leave, or
  - (iv) on scheduled CTO as provided for in Section 7.7,

on a day on which a public holiday defined in Section 8.2(a) falls, shall, in accordance with Section 7.2, be entitled to time off or pay, based on an 8 hour day, in lieu of such holiday.

**(9.3) GRATUITY PLAN SCHEDULE "C"****(a) How Accumulated**

Subject to paragraphs (b), (c) and (d) of this Gratuity Plan, an employee shall be credited with 8 hours for each complete quarter of every calendar year worked by the employee and not more than 32 hours for each calendar year worked by the employee. An additional credit of 8 hours shall be given for each completed calendar year during which the employee was not on paid sick leave. An employee may accumulate a credit of not more than 960 hours under this Gratuity Plan.

**(b) Deduction**

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 32 hours in any one calendar year, nor more than 8 hours in any quarter of any one calendar year, or for any one illness. The total gratuity credited to each employee at December 31st of each calendar year will remain to such employee's credit regardless of time lost in any subsequent year through illness or any other reason.

In circumstances where an injury is not covered by Workers' Compensation Board solely because the employee is off work for less than the qualifying period, time off shall be considered as sick leave. For the purpose of this clause a deduction shall be made from the employee's accumulated sick leave credits but this deduction shall not effect the employee's gratuity benefits.

(d) Payment of Gratuity

- (iii) The minimum leave which shall be taken shall be 40 hours and the maximum leave 160 hours. Gratuity leaves must be taken during a period that will not affect the efficient operation of the Department, and it shall be subject to the approval of the Head of the Department. Only one period of gratuity leave may be taken in a calendar year.

(9.3) SICK LEAVE PLAN SCHEDULE "C"(a) Sick Leave Plan

- (2) Sick leave of 80 hours shall be credited semi-annually on June 30th and December 31st commencing with the completion of the first 6 months of service at which date 80 hours' credit shall be given.
- (3) Sick leave entitlement 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. Note: when sick credits are exhausted, no further credits are posted to the employee's record unless the employee returns to duty for at least 4 consecutive 10-hour working days.
- (5) When sick leave is earned for a period of less than 6 months a month shall be equivalent to a credit of 12 hours and no credit shall be given for a part of a month.
- (6) Earned sick leave may be accumulated. There shall be no maximum as to the number of hours which may be accumulated.
- (7) A deduction of 10 hours shall be made from accumulated sick leave credit for each working day absent with pay due to illness except those resulting from an accident on the job for which the employee is covered by Workers' Compensation payments. However, deductions shall be made if the injury is not covered by the Workers' Compensation Board solely because time absent is less than the qualifying period. Note: see paragraph (b) of Gratuity Plan set forth in this Schedule for non-effect on gratuity benefits.

9.10 TRAINING COURSES--TRANSPORTATION (Additional Provisions)

- (b) When an employee is required by the Employer to attend a course of training for a period of 4 or more days, the employee will be reassigned without penalty to the 8 hour day and 5 day week.
- (c) When an employee is required by the Employer to attend a course of training for a period of 3 or less days, the employee will continue to work the 10 hour day.

**9.11 COMPASSIONATE LEAVE**

- (a) Emergency leave in the case of the death of an employee's spouse (including common-law spouse and same sex partner), child, grandchild, ward, brother, sister, parent, guardian, parent-in-law, grandparent or other relative if living in the employee's household, may be granted without loss of pay for a period not to exceed 24 working hours, provided that such leave without loss of pay shall not be granted during an employee's first 6 months of service.
- (b) Any employee who qualifies for emergency leave without loss of pay under paragraph 9.11(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, Fraser Valley 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 16 working hours.

**10.1 WORK WEEK (Replacement Provisions)**

- (a) The hours of work shall consist of a 10 hour tour of duty per day for 4 days each calendar week, it being understood that employees shall report not less than 15 minutes before going on duty.
- (b) Weekly leave shall consist of 3 consecutive days off, subject to the right of the joint Union/Employer committee established pursuant to paragraph 3 of Schedule "B" to the 1983 Collective Agreement to vary this provision in order to accommodate the needs of smaller squads.

**10.13 SUSPENSIONS UNDER THE POLICE ACT (Additional Provision)**

Whenever an employee who is assigned to a 10-hour day is the subject of a disciplinary proceeding under the Police Act, and liable for a period of suspension, this fact should be brought to the adjudicator's attention, who may specify any suspension in terms of hours (to a maximum of 40 hours). In the event a suspension is specified in days, and it is not clear whether an 8-hour day or a 10-hour day was intended, a day shall be construed to mean 8 hours.

**10.14 5's and 45's (Additional Provision)**

For the term of the experiment to which this Letter of Understanding pertains, employees assigned to a 10-hour day shall be allowed one "60" and two "15" minute coffee breaks each day within the context of Departmental procedures.

CONDITIONS

The aforesaid amendments to the Agreement shall be subject to the following conditions:

1. The amendments shall apply to employees assigned to work a 10-hour day.
2. In case of an operational unit which is placed on the 10-hour day on an experimental basis pursuant to paragraph 3 of this Schedule "B", the experiment shall be subject to termination either by mutual consent of the Board and the Union or on 30 days' written notice by either party.
3. In the case of uniformed operations personnel in the Patrol Division the 10-hour day shall be subject to termination only by mutual consent of the Board and the Union.

SCHEDULE "C"

This is the Schedule referred to in  
Section 9.3 of this Agreement

SICK LEAVE AND GRATUITY PLANGRATUITY PLAN(a) How Accumulated

Subject to paragraphs (b), (c) and (d) of this Gratuity Plan, an employee shall be credited with 1 (one) working day for each complete quarter of every calendar year worked by the employee and not more than 4 working days for each calendar year worked by the employee. An additional credit of 1 (one) working day shall be given for each completed calendar year during which the employee was not on paid sick leave. An employee may accumulate a credit of not more than 120 working days under this Gratuity Plan.

(b) Deduction

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 4 working days in any one calendar year, not more than 1 (one) working day in any quarter of any one calendar year, or for any one illness. The total gratuity credited to each employee at December 31st of each calendar year will remain to such employee's credit regardless of time lost in any subsequent year through illness or any other reason.

In circumstances where an injury is not covered by Workers' Compensation solely because the employee is off work for less than the qualifying period, time off shall be considered as sick leave. For the purpose of this clause a deduction shall be made from the employee's accumulated sick leave credits but this deduction shall not affect the employee's gratuity benefits.

(c) Establishment

(1) Transferred employees or new groups placed under this plan shall receive benefits from the same date that such employees come under the Sick Leave Plan set forth in this Schedule and the initial net credits shall be determined by a summarization of the attendance records for the past 6 years' employment with the Employer.

(2) New employees commence accumulating from the effective date of employment, but receive no credits until the completion of 6 months' service.

(d) Payment of Gratuity(1) In Time Off(i) Initial Leave

To be eligible, an employee must have completed 5 or more years of continuous service.

(ii) Subsequent Leave

Leave may be taken in any subsequent year subject to approval of the Department Head.

(iii) General Conditions

The minimum leave which shall be taken shall be 5 days and the maximum leave 20 days. Gratuity leaves must be taken during a period that will not affect the efficient operation of the Department, and it shall be subject to the approval of the Head of Department. Only one period of gratuity leave may be taken in a calendar year.

(iv) Method of Reporting

The reporting of Time Off under this Plan shall be by Staff Alteration Form prior to departure on leave by the employee.

(2) In Cash

The earned gratuity credits shall be paid in the following circumstances:

- (i) normal retirement at minimum to maximum retirement age;
- (ii) death in service;
- (iii) permanent disability; or
- (iv) when an employee with a minimum of 3 years' service leaves the service of the Employer.
- (v) The Employer will make payments of an aggregate maximum in any one (1) calendar year of \$30,000.00, to the employees with 5 or more years of continuous service who not later than November 30 in the immediately preceding year have notified the Department of their desire to be paid in cash for their accumulated gratuity days or a portion thereof.

SICK LEAVE(a) Sick Leave Plan

A Sick Leave Plan based on the following shall apply to all employees:

- (1) No sick leave with pay shall be granted except after 6 months' continuous service with the Employer.
- (2) Sick leave of 10 working days shall be credited semi-annually on June 30th and December 31st commencing with the completion of the first 6 months of service at which date 10 working days' credit shall be given.
- (3) Sick leave entitlement 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. Note: When sick credits are exhausted, no further credits are posted to the employee's record unless the employee returns to duty for at least 5 consecutive working days.
- (4) Sick leave for Regular Part-Time Employees after 6 months' service shall be in the same proportion as time worked.
- (5) When sick leave is earned for a period of less than 6 months, a month shall be equivalent to a credit of 1½ (one and one-half) days and no credit shall be given for a part of a month.
- (6) Earned Sick Leave may be accumulated to a maximum of 2088 hours.
- (7) A deduction shall be made from accumulated sick leave credit for all working days absent with pay due to illness except those resulting from an accident on the job for which the employee is covered by Workers' Compensation payments.  
  
However, deductions shall be made if the injury is not covered by the Workers' Compensation Board solely because time absent is less than the qualifying period. Note: See paragraph (b) of Gratuity Plan set forth in this Schedule for non-effect on gratuity benefits.
- (8) The initial accumulative net credit at the time of installation of the Sick Leave Plan shall be determined by a summarization of the attendance records for the 6 years immediately prior to the said date of installation.
- (9) Any employee 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 employee is unable to carry out the employee's duties due to illness.
- (10) Full sick leave credits will be given for absence in the following circumstances:

SCHEDULE "C" (cont'd)

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- (i) accident on job (Workers' Compensation case) except where a person is receiving a disability benefit pursuant to Schedule "E";
  - (ii) leave due to illness, either with or without pay.
- (11) No credit will be given in the following circumstances:
- (i) leave with or without pay for reasons other than illness;
  - (ii) suspension without pay.

Note: Normal sick leave credits will be reduced for absences in excess of 1 (one) month, and such reduction shall be 1/12 (one-twelfth) of annual credits for each excess month or portion of a month greater than ½ (one-half).

(b) Employees Transferred to Inside Staff

Such employees shall be given the same credit as employees of the Inside Staff, i.e., the initial accumulated net credit, at date of transfer, shall be determined by a summarization of the attendance records for the preceding 6 years.

(c) Inadequate Records

In all cases where adequate records are not available, the employees concerned will be credited with 50% of the full sick pay credit for the previous 6 years.

(d) Employees with Limited Ability

It is the policy of the Police Board to endeavour to place in work more suited to their abilities such employees who, through ill health, are unable to perform the duties assigned to them, it being understood that no assurance is given that such employees can always be so placed.

SCHEDULE "D"

This is the Schedule referred to in  
Section 9.10 of this Agreement

DEPENDANTS' COMPENSATION

1.01 For the purposes of this Schedule, 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 employee for the class or position regularly held by the employee at the date of the employee's death in accordance with the scale of remuneration set out in Schedule "A" to the Collective Agreement between the Employer and the Union under which the deceased employee was bound on such date and any subsequent amendments to or renewals of such Collective Agreement made by the Employer and the Union from time to time under which the deceased employee would have been bound but for his or her death had the deceased employee continued to be employed in the same class of position;

For the purposes of this definition, an employee employed in an acting or temporary senior capacity is not an employee employed in his or her regular class of position, and when computing the regular monthly rate of pay of the employee, 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 an employee who was wholly or partially dependent upon the employee's earnings at the time of the employee's death;

"dependent widower" means the surviving dependent widower of an employee who was wholly or partially dependent upon the employee's earnings at the time of the employee's death;

"child" means

- (a) a child under the age of 18 years, including a child of the deceased employee 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 a similar meaning;

"dependant" means a widow, dependent widower, common-law wife or child of an employee 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 dependants 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.

1.02 Where the death of an employee arises out of and in the course of the employment of the employee as a police officer, compensation shall be paid to the dependants of the deceased employee as follows:

- (1) Where the dependants are a widow or a 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 dependants, 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 dependant is a child, a monthly payment of such sum as, when combined with Federal benefits to or for that child, would equal 40% of the full pay;
  - (b) the dependants are 2 children, a monthly payment of such a sum as, when combined with Federal benefits payable to or for those children, would equal 50% of the full pay;
  - (c) the dependants are 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) 60% of the full pay;
    - (ii) \$65.00 per month for each child beyond 3 in number;

provided that in no case shall the compensation paid under this subparagraph 1.02(2)(c)(ii) be more than the compensation that would be payable under paragraph 1.02(1).

1.03 Where an employee has lived with and contributed to the support and maintenance of a common-law wife and

- (a) where the employee and the common-law wife have no children, for a period of 3 years; or
- (b) where the employee and the common-law wife have children, for a period of 1 (one) year,

immediately preceding the death of the employee and where the employee does not leave a dependent widow, the Employer may pay the compensation to which the dependent widow would have been entitled under this schedule to the common-law wife.

- 1.04 Subject to Section 1.05, where compensation is payable as a result of the death of an employee under Section 1.02 and where, at the date of death the employee 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 Section 1.02 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 employee, 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 employee, monthly payments shall be made up to the level of the support that, in the opinion of the Employer, the spouse and those children would have been likely to receive from the employee 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 employee and dependent spouse were living separate and apart for a period of less than three months preceding the death of the employee, compensation shall be payable as provided in Section 1.02, or
    - (ii) the employee and dependent spouse were separated with the intention of living separate and apart for a period of three months or longer preceding the death of the employee, monthly payments shall be made up to the level of support which, in the opinion of the Employer, the spouse and those children would have been likely to receive from the employee if the death had not occurred.
- 1.05 The compensation payable under Section 1.04 shall not, in any case, exceed the compensation that would have been payable under clause 1.02(1) if there had been no separation.
- 1.06 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 employee had died leaving no surviving widow or dependent widower.

SCHEDULE "D" (cont'd)

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- 1.07 No sum payable as compensation hereunder shall be assigned.
- 1.08 Where any situation arises that is not expressly covered by the terms of this Section and the parties cannot resolve the situation, the matter may be referred to arbitration by either party and the provisions of paragraph 14.2(c) (Grievances) shall apply with respect to such arbitration.
- 1.09 Any
- (1) Workers' Compensation or pension or annuity, or other compensation not personally contracted for by the deceased employee or any dependant of the deceased employee or any other person entitled to and receiving compensation under these provisions; or
  - (2) criminal injuries compensation award under the Criminal Injury Compensation Act of British Columbia, or any other federal, provincial or municipal legislation that is paid or awarded by reason of the employee's death;
- shall, upon being paid or awarded, be paid or assigned by the recipient to the Employer.
- 1.10 The compensation payable hereunder to a dependent widow or common-law wife of a deceased employee 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 employee would have been entitled to full and compulsory pension retirement had the deceased employee not died in the manner described in Section 1.02.
- 1.11 Where the compensation payable hereunder ceases to be paid to a dependent widow or common-law wife for either of the reasons set forth in Section 1.10, 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.
- 1.12 The compensation payable hereunder to a dependent widower of a deceased employee shall cease on the date that the deceased employee would have been entitled to full and compulsory pension retirement had the deceased employee not died in the manner described in Section 1.02.
- 1.13 If a dispute arises between two or more parties with respect to the determination of the "spouse" for the purposes of Schedule "D", then the Employer shall pay the disputed sums into trust pending resolution by the parties.

SCHEDULE "E"

This is the Schedule referred to in  
Section 9.11 of this Agreement

TOTAL PERMANENT DISABILITY COMPENSATION

When an employee suffers total and permanent disability arising out of and in the course of the employee's employment as a Police Officer, custodial guard or nurse, the employee shall receive a Disability Benefit to be agreed to by the parties, or if not so agreed, to be determined by Dalton Larson, the Chairman of the 1976 Vancouver Police Wages Review Board. In determining the benefit to which an employee is entitled, the parties are agreed that the following guidelines are to be applied:

1. That the Disability Benefit is a benefit separate and apart from the Dependents' Compensation Benefit.
2. That the amount of the benefit is intended to be an amount which when added to all sums received under:
  - (a) Workers' Compensation Act,
  - (b) Criminal Injury Compensation Act,
  - (c) judgements or settlements as a result of the incident giving rise to the disability insurance policies, other than those personally contracted for by the employee,
  - (d) any other Provincial, Federal or contractual benefits to which the employee is entitled, and
  - (e) all monies and benefits received by way of salaries, commissions or dividends arising out of the employees engaging directly or indirectly in any other form of employment,

shall bring all amounts received up to the salary from time to time appropriate to the rank held by the employee at the date of the disability.

3. That payment of the Disability Benefit will be conditional upon the employee applying for and pursuing the employee's right to all statutory benefits arising from such disability, and upon the employee's agreement and upon being indemnified, cooperating in all ways with the Employer in pursuing any civil actions available to the employee as a result of the incident giving rise to the disability.
4. That an employee able and fit to do so will seek employment other than as a Police Officer at such time as it may be apparent that the employee will not be employable as a Police Officer.
5. That where an employee is permanently and totally disabled the employee's status as an employee shall be continued at least for the purposes of providing the employee with

medical coverage, group life coverage, municipal superannuation contributions, and dental benefits.

6. No employee shall be considered to be totally and permanently disabled until that employee has been examined by two duly qualified medical practitioners appointed one by each of the parties and they have certified to the Employer and the Union that to the best of their knowledge and their belief the employee is totally and permanently disabled. Where the medical practitioners are unable to agree, they shall agree to the appointment of a third such medical practitioner whose decision shall be final as to the disability of the employee. If the medical practitioners are unable to agree upon or fail to appoint a third medical practitioner, then the Employer and the Union or either of them may apply to a judge of the Supreme Court of British Columbia to make such appointment. The Employer and the Union shall bear the expenses of the medical practitioner appointed by such party and shall pay half the expenses of the third practitioner, if any.
7. That the continuance of the Disability Benefit will be dependent upon reasonable proof at reasonable intervals that the total disability continues.

It is understood and agreed by the parties that the foregoing is an interim arrangement until a complete study can be undertaken by an expert in the field of such compensation who is appointed by the Employer and who will make recommendations to the parties for their consideration and final approval. When final approval has been given to a new Schedule "E", it shall replace this interim arrangement and become part of the Collective Agreement.

SCHEDULE "F"

This is the Schedule referred to in  
Section 8.3 of this Agreement

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 an employee. 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:

An employee hired in 1995 is in the 16th calendar year during 2010. The employee is credited in 2010 with 40 hours of supplementary annual leave which may be taken between 2010 and 2014. In 2015 the employee will be credited with a further 40 hours of supplementary annual leave, etc.

In summary, each employee 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.

Table Showing Supplementary Leave Entitlement  
In Hours for the Years 2007 to 2019 By Years Hired

Year Hired	ENTITLEMENT YEAR												
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
2010	---	---	---	---	---	---	---	---	---	---	---	---	---
2009	---	---	---	---	---	---	---	---	---	---	---	---	---
2008	---	---	---	---	---	---	---	---	---	---	---	---	---
2007	---	---	---	---	---	---	---	---	---	---	---	---	---
2006	---	---	---	---	---	---	---	---	---	---	---	---	---
2005	---	---	---	---	---	---	---	---	---	---	---	---	---
2004	---	---	---	---	---	---	---	---	---	---	---	---	40
2003	---	---	---	---	---	---	---	---	---	---	---	40	---
2002	---	---	---	---	---	---	---	---	---	---	40	---	---
2001	---	---	---	---	---	---	---	---	---	40	---	---	---
2000	---	---	---	---	---	---	---	---	40	---	---	---	---
1999	---	---	---	---	---	---	---	40	---	---	---	---	40
1998	---	---	---	---	---	---	40	---	---	---	---	40	---
1997	---	---	---	---	---	40	---	---	---	---	40	---	---
1996	---	---	---	---	40	---	---	---	---	40	---	---	---
1995	---	---	---	40	---	---	---	---	40	---	---	---	---
1994	---	---	40	---	---	---	---	40	---	---	---	---	40
1993	---	40	---	---	---	---	40	---	---	---	---	40	---
1992	40	---	---	---	---	40	---	---	---	---	40	---	---
1991	---	---	---	---	40	---	---	---	---	40	---	---	---
1990	---	---	---	40	---	---	---	---	40	---	---	---	---
1989	---	---	40	---	---	---	---	40	---	---	---	---	40
1988	---	40	---	---	---	---	40	---	---	---	---	40	---
1987	40	---	---	---	---	40	---	---	---	---	40	---	---
1986	---	---	---	---	40	---	---	---	---	40	---	---	---
1985	---	---	---	40	---	---	---	---	40	---	---	---	---
1984	---	---	40	---	---	---	---	40	---	---	---	---	40
1983	---	40	---	---	---	---	40	---	---	---	---	40	---
1982	40	---	---	---	---	40	---	---	---	---	40	---	---
1981	---	---	---	---	40	---	---	---	---	40	---	---	---
1980	---	---	---	40	---	---	---	---	40	---	---	---	---
1979	---	---	40	---	---	---	---	40	---	---	---	---	40
1978	---	40	---	---	---	---	40	---	---	---	---	40	---
1977	40	---	---	---	---	40	---	---	---	---	40	---	---
1976	---	---	---	---	40	---	---	---	---	40	---	---	---
1975	---	---	---	40	---	---	---	---	40	---	---	---	---
1974	---	---	40	---	---	---	---	40	---	---	---	---	40
1973	---	40	---	---	---	---	40	---	---	---	---	40	---
1972	40	---	---	---	---	40	---	---	---	---	40	---	---
1971	---	---	---	---	40	---	---	---	---	40	---	---	---
1970	---	---	---	40	---	---	---	---	40	---	---	---	---

SCHEDULE "G"NO. 1LETTER OF UNDERSTANDING

Between: THE PORT MOODY POLICE BOARD  
(hereafter the "Employer")

And: THE PORT MOODY DISTRICT 43, POLICE SERVICES UNION  
(hereafter the "Union")

12-HOUR SHIFT COMPRESSED WORK WEEK FOR PATROL DIVISIONA. General1. Implementation

Effective as soon as possible following 1985 February 11 the Employer and the Union agree to amend the compressed work week as set out in Schedule "B" of their 1983 Collective Agreement by implementing a 12-hour shift compressed work week as described below for employees in the Patrol Division working on 24-hour patrol duties.

2. Term

The 12-hour shift compressed work week may be discontinued on or after December 31, 1985 by either party giving 30 days' written notice to the other party of its desire to terminate this Letter of Understanding.

3. Compressed Work Week Principle

The basic principle is that the 12-hour shift compressed work week for the Patrol Division shall not result in increased costs to the Employer or any loss of regular earnings to employees.

4. Major Amendments to Shift Schedule--Consultation

(a) While it shall remain the ultimate prerogative of the Chief Constable to establish and maintain Shift Schedules as soon as possible following a decision to make a major amendment to the 12-hour Shift Schedule and in any event not less than 45 calendar days prior to implementation, the Employer shall notify the Union for the purpose of meeting with the Union to obtain the Union's advice regarding the proposed amendments. Should the proposed amendments be in a written form the Employer agrees to provide the Union with a written copy of the proposed changes.

SCHEDULE "G" - NO. 1  
Letter of Understanding - 12 Hr. Shift Compressed Work Week  
for Patrol Division (cont'd)

Upon receipt of the proposed amendments from the Employer, the Union shall meet with the Employer within 10 calendar days to provide to the Employer its advice regarding the proposed amendments.

- (b) It is understood and agreed that major amendments to the 12-hour Shift Schedule shall occur prior to the Annual Leave sign-up.

B. Amendments to the Collective Agreement

The following provisions shall replace or be additional to those set out in the 1984 Collective Agreement. Unless otherwise stated, the section or paragraph below shall replace the corresponding section or paragraph in the Collective Agreement. Where a matter is not set out below it shall be resolved by reference to paragraph A.3., Compressed Work Week Principle, above.

6.1 CLOTHING ALLOWANCE

- (d) ...and all employees granted clothing allowance on a temporary or intermittent basis shall be paid in lieu of the clothing mentioned in paragraph 6.1(a) the sum of four dollars and five cents (\$4.05) for each 12-hour day such employees are required to work in plain clothes.

7.3 EXTENDED TOUR OF DUTY

An employee 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 7.3 only to be deemed to be inclusive of the minimum 15 (fifteen) minutes preceding shift start time that an employee is required to report for duty) shall be compensated at the rate of 1½ (one and one-half) times the hourly rate of such employee, computed on the basis of the employee's regular working hours, for the first 2 consecutive hours of overtime worked by the employee and at the rate of double the hourly rate computed as aforesaid, for all hours worked by such employee in excess of 14 consecutive hours of regular police work.

The overtime worked by an employee to which the provisions of this Section 7.3 are applicable is in this Agreement referred to as "extended tour of duty".

7.5 COURT TIME SCHEDULE

- (G) (a) Out of town court appearances:
- (1) Each day that the employee is on such duty will be considered as a 12 hour tour of duty. No overtime provision will

SCHEDULE "G" - NO. 1  
Letter of Understanding - 12 Hr. Shift Compressed Work Week  
for Patrol Division (cont'd)

apply nor will there be any reduction to the consideration of a 12 hour tour of duty if the employee's trip is in fact less than 12 hours in duration.

- (2) If the employee's trip involves a day of scheduled weekly leave, then the employee will receive 16 hours for each scheduled weekly leave day involved.

8.1 ANNUAL LEAVE

- (b) In the first part calendar year of service, annual leave will be granted on the basis of 1/12 (one-twelfth) of 80 hours for each month or portion of a month greater than ½ (one-half) worked by December 31.
- (c) During the second up to and including the seventh calendar year of service--120 hours.
- (d) During the eighth up to and including the fifteenth calendar year of service--160 hours.
- (e) During the sixteenth up to and including the twenty-second calendar year of service--200 hours.
- (f) During the twenty-third and all subsequent calendar years of service--240 hours.
- (k) For the purposes of this Clause 8.1(k) a week means 40 hours.

8.2 PUBLIC HOLIDAYS

- (a) Subject to paragraphs 8.2(b) and 8.2(d), all employees are entitled to time off with pay at straight time on the following public holidays: New Year's Day, Good Friday, Easter Monday, Canada Day, Victoria Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, and any other day appointed by Council to be a civic holiday.
- (b) In lieu of the Public Holidays described in 8.2 (a), employees shall have eighty-eight (88) straight-time hours credited to the employee's Public Holiday account on January 1st of each calendar year. Such credit is to be scheduled as time off by mutual agreement between the Employer and the employee during that calendar year.

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Letter of Understanding - 12 Hr. Shift Compressed Work Week  
for Patrol Division (cont'd)

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- (c) Employees who are scheduled to work and who do actually work on a public holiday are entitled to be paid 1½ (one and one-half) times their regular rates of pay for the hours worked on the holiday.
- (d) Any time credited under 8.2(b), which is not taken as time off by December 31<sup>st</sup> in a calendar year, shall be paid out in the second pay period following December 31<sup>st</sup> at the employee's regular rate of pay in effect on December 31<sup>st</sup> of the year in which the time was credited. In the case of termination of service for any reason, adjustments will be made for any overpayment of Public Holidays.
- (e) The public holidays defined in paragraph 8.2(a) shall not apply to employees who are off duty without pay.

(9.3) GRATUITY PLAN SCHEDULE "C"

(a) How Accumulated

Subject to Clauses (b), (c) and (d) of this Gratuity Plan, an employee shall be credited with 8 hours for each complete quarter of every calendar year worked by the employee and not more than 32 hours for each calendar year worked by the employee. An additional credit of 8 hours shall be given for each completed calendar year during which the employee was not on paid sick leave. An employee may accumulate a credit of not more than 960 hours under this Gratuity Plan.

(b) Deduction

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 32 hours in any one calendar year, nor more than 8 hours in any quarter of any one calendar year, or for any one illness. The total gratuity credited to each employee at December 31<sup>st</sup> of each calendar year will remain to such employee's credit regardless of time loss in any subsequent year through illness or any other reason.

In circumstances where an injury is not covered by Workers' Compensation Board solely because the employee is off work for less than the qualifying period, time off shall be considered as sick leave. For the purpose of this Clause a deduction shall be made from the employee's accumulated sick leave credits but this deduction shall not effect the employee's gratuity benefits.

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Letter of Understanding - 12 Hr. Shift Compressed Work Week  
for Patrol Division (cont'd)

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(d) Payment of Gratuity

- (iii) The minimum leave which shall be taken shall be 40 hours and the maximum leave 160 hours. Gratuity leaves must be taken during a period that will not affect the efficient operation of the Department, and it shall be subject to the approval of the Head of the Department. Only one period of gratuity leave may be taken in a calendar year.

(9.3) SICK LEAVE PLAN SCHEDULE "C"

(a) Sick Leave Plan

- (2) Sick leave of 80 hours shall be credited semi-annually on June 30th and December 31st commencing with the completion of the first 6 months of service at which date 80 hours' credit shall be given.
- (3) Sick leave entitlement 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. Note: when sick credits are exhausted, no further credits are posted to the employee's record unless the employee returns to duty for at least 40 consecutive working hours.
- (5) When sick leave is earned for a period of less than 6 months a month shall be equivalent to a credit of 12 hours and no credit shall be given for a part of a month.
- (6) Earned sick leave may be accumulated. There shall be no maximum as to the number of hours which may be accumulated.
- (7) A deduction of 12 hours shall be made from accumulated sick leave credit for each working day absent with pay due to illness except those resulting from an accident on the job for which the employee is covered by Workers' Compensation payments. However, deductions shall be made if the injury is not covered by the Workers' Compensation Board solely because time absent is less than the qualifying period. Note: see paragraph (b) of Gratuity Plan set forth in this Schedule for non-effect on gratuity benefits.

9.10 TRAINING COURSES--TRANSPORTATION

Add the following provision to the Collective Agreement:

SCHEDULE "G" - NO. 1  
Letter of Understanding - 12 Hr. Shift Compressed Work Week  
for Patrol Division (cont'd)

- (b) When an employee is required by the Employer to attend a course of training each day of such training shall constitute an 8-hour tour of duty, and no penalty shall apply. The employee's normal earnings shall be maintained by application of float time.

9.11 COMPASSIONATE LEAVE

- (a) Emergency leave in the case of the death of an employee's spouse, (including common-law spouse and same-sex partner), child, grandchild, ward, brother, sister, parent, guardian, parent-in-law, grandparent or other relative if living in the employee's household, may be granted without loss of pay for a period not to exceed 24 working hours, provided that such leave without loss of pay shall not be granted during an employee's first 6 months of service.
- (b) Any employee who qualifies for emergency leave without loss of pay under paragraph 9.11(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, Fraser Valley 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 16 working hours.

10.1 WORK WEEK

- (a) The daily hours of work shall consist of a 12-hour tour of duty. The average weekly hours of work shall be 40 hours.
- (b) (i) The work week shall be brought to an average of 40 hours per week by granting employees time off equivalent to the number of hours in excess of an average of 40 hours per week which they have worked.

Such time off shall be known as "float time".

- (ii) Float time earned by an employee during a quarter of the calendar year (i.e. January - March, April - June, July - September and October - December) may be taken off by the employee at a time during that quarter which is mutually acceptable to the employee and the Employer. Any float time which is not taken off during the quarter in which it is earned may be assigned off by the Employer.

SCHEDULE "G" - NO. 1  
Letter of Understanding - 12 Hr. Shift Compressed Work Week  
for Patrol Division (cont'd)

10.13 SUSPENSIONS UNDER THE POLICE ACT

Add the following provision to the Collective Agreement:

Whenever an employee who is assigned to a 12-hour day is the subject of a disciplinary proceeding under the Police Act, and liable for a period of suspension, this fact should be brought to the adjudicator's attention, who may specify any suspension in terms of hours (to a maximum of 40 hours). In the event a suspension is specified in days, and it is not clear whether an 8-hour day or a 12-hour day was intended, a day shall be construed to mean 8 hours.

10.14 5's AND 45's

Add the following provision to the Collective Agreement:

Employees shall be allowed two "30" and two "15" minute coffee breaks each day within the context of Departmental procedures.

SCHEDULE "G"NO. 2

This Letter of Understanding made and entered into this 17th day of August, 1985.

1. Election Respecting Compensation for Statutory Holidays

The Employer and the Union agree that election respecting compensation in the form of pay or time off in lieu of pay for Statutory (Public) Holidays be subject to the Employer's approval.

2. Notice Where Attendance at Court Not Required on Annual Leave

The Employer and the Union agree to the following.

Any employee who has been scheduled to attend Court during the employee's annual vacation will by established procedure contact the Employer to ensure that attendance is still required. Such contact will be made as follows:

An employee vacationing in North America, that is Canada, United States, (including Hawaii) and Mexico, will 24 hours prior to the scheduled Court appearance contact the Department via telephone to ensure that attendance is required and in the event that the employee's attendance will not be required, then the employee shall be denotified in which case no compensation will be allowed.

An employee vacationing outside of the boundaries of North America will 48 hours prior to the scheduled Court appearance contact the Department via telephone to ensure that attendance at Court is still required and in the event that the employee's Court appearance is no longer required the employee shall be denotified, in which case no compensation shall be allowed.

It is understood that any employee on vacation who within the 24 hour or 48 hour period, as the case may be, is subsequently contacted and denotified that attendance is no longer required, shall be allowed compensation equivalent to ½ (one-half) of the minimum amount the employee would have been allowed had the employee attended.

It is understood and agreed that this Letter of Understanding may be discontinued on or after 1985 December 31 by either party giving 30 days' written notice to the other party of its desire to terminate this Letter of Understanding.

SCHEDULE "G"

NO. 3

**LETTER OF UNDERSTANDING - JOB SHARING**

between the

**PORT MOODY POLICE BOARD**  
(hereinafter called "the Employer")

and the

**PORT MOODY, DISTRICT 43, POLICE SERVICES UNION**  
(hereinafter called "the Union")

The Employer and the Union agree that where an employee 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 employees and is clearly not a right of employees 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 employees, significantly complicate the administration of the Department or significantly increase the costs to the Employer.
2. Where an employee occupying a regular full-time position wishes to share his/her position with another employee and has received formal approval from the Chief Constable or designate and the Union, the employee shall be entitled to do so in accordance with the provisions of this Letter of Understanding.

II. Procedure

1. The employee shall apply in writing to the Chief Constable or designate. A listing of approved areas in which job sharing arrangements may occur is attached hereto as Appendix I. The employee shall indicate the reason for the request, including the hours and days of the week the employee wishes to share and with whom the employee contemplates entering into a job sharing arrangement. A copy of the request shall be forwarded to the Union.

SCHEDULE "G" - NO. 3  
Letter of Understanding - Job Sharing (cont'd)

Page 2

2. The employee with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position.
3. Where an employee's request is approved and results in an acceptable job sharing arrangement, the Chief Constable or designate shall provide each affected employee with a letter covering the terms and conditions of the job sharing arrangement signed by the Employer and the Union.
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 an employee's request is denied, the Union may request a meeting with the Chief Constable or designate to discuss the matter.

III. Duration

1. Each job sharing arrangement shall be for a maximum period of one (1) year unless extended by mutual agreement between the Employer and the Union.
2. A job sharing arrangement may be terminated earlier than expected by either of the employees or by the Employer, provided thirty (30) calendar days' written notice has been served to the other employee(s) and party(ies), or as otherwise provided for in the letter referred to in paragraph II(3) above. Other employees 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 employee 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.

IV. Employee Status and Working Conditions

1. An employee 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 employee's scheduled hours of work in the job sharing arrangement. Such an employee 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 employees in job sharing arrangements are as follows:

- (a) Employees 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 employee's scheduled weekly hours bears to the full-time hours of the position being shared.
  - (c) The employee'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 employees:
- (a) Vacation Entitlement

The employee's annual vacation entitlement shall be prorated according to the number of weekly hours the employee 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 employee 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 an employee participating in a job sharing arrangement.
  - (c) Public Holidays
    - (i) The employee's public holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee'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 employee has received an overage on the number of paid public holiday hours, the employee 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 employee, arrangements shall be made to deduct the overage either from the employee's compensating time

off account or from the employee'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 employee shall pay a prorated share of the premiums for the above-noted benefits based on the proportion of the employee'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 employee. The employee shall pay the balance in order to maintain full coverage.

(e) Sick Leave and Gratuity

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

(f) Superannuation

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

(g) Compassionate Leave

The provisions of Subsection 9.13 of the Collective Agreement (Compassionate Leave) shall apply to employees participating in a job sharing arrangement, EXCEPT THAT, in normal circumstances the maximum paid leave to be granted such employees is two (2) working days.

(h) Rank Index

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

V. Application of Section 6 (Special Allowances)

Section 6 of the Collective Agreement shall apply to employees participating in a job sharing arrangement, EXCEPT THAT Subsection 6.1 (Clothing Allowance) shall, if applicable, accrue on a prorated basis in accordance with the ratio that the employee's scheduled weekly hours of work bears to the full-time hours of the position being shared.

VI. Application of Section 7 (Overtime)

Section 7 of the Collective Agreement shall apply to employees participating in a job sharing arrangement EXCEPT THAT,

- (i) regardless of the schedule of hours worked by an employee in the job sharing arrangement, overtime (extended tour of duty) premiums as provided pursuant to Subsection 7.3 (or Part 1(7.3) of Schedule "B" or Part B(7.3) of Schedule "F" if applicable) shall not be triggered unless and until an employee is required to work overtime of one-half ( $\frac{1}{2}$ ) hour or more in excess of eight (8) (or 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 an employee's weekly hours of work exceed forty (40);
- (ii) Subsection 7.5(C)(a)(4) shall not apply to employees participating in a job sharing arrangement; instead, for attendance at Court on any day an employee is not scheduled to work, the following provisions shall apply:
 

Morning Session	4 hours
Afternoon Session	4 hours; and
- (iii) Subsection 7.7(d) shall be varied in its application to employees participating in a job sharing arrangement to the extent that "60 hours" shall be substituted for "120 hours" wherever the latter appears in the Subsection.

VII. Termination

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

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 Union dated 1995 November 16:

General Duty Section  
Investigation Section

SCHEDULE "H"RESIDUAL ITEMS2007-10 Memorandum of Agreement15. **Pensions**

The Employer and the Union agree that in the event that options to the Special Agreement Pension Plan become available during the term of this Agreement, the parties will form a committee to be comprised of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Union. The purpose of the Committee will be to examine and discuss such options. Where the Committee makes a recommendation, the recommendation may be implemented during the term of the Collective Agreement, if the recommendation is approved by the principals of the parties.

The Employer and the Union agree that this provision will be removed from the 2007 – 2010 Collective Agreement during the drafting of the Collective Agreement which renews the 2007 – 2010 Collective Agreement.