

2019

MEMORANDUM OF AGREEMENT

between the

NEW WESTMINSTER POLICE BOARD

and the

NEW WESTMINSTER POLICE OFFICERS' ASSOCIATION

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE NEW WESTMINSTER POLICE BOARD (hereinafter called "the Board"), AGREE TO RECOMMEND TO THE BOARD, AND IF THE BOARD SHOULD AGREE, TO THE NEW WESTMINSTER MUNICIPAL COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE NEW WESTMINSTER POLICE OFFICERS' ASSOCIATION (hereinafter called "the Association"), AGREE TO RECOMMEND TO THE MEMBERSHIP OF THE ASSOCIATION;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2019 JANUARY 01 AND EXPIRING 2019 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2016-2018 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for twelve (12) months from 2019 January 01 to 2019 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. General Wage Increase

The Board and the Association agree that the new Collective Agreement shall reflect wage adjustments as follows:

- (a) Effective 2019 January 01, the Board and the Association agree that the First Class Constable rate in effect on 2018 December 31 (that is, \$8,352.00) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$8,561.00). All other existing rank indices shall be maintained.
- (b) Retroactive payments arising from (a) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

4. Clause 6.3 and Schedule "C" – Clothing Allowance

- (a) Effective the date of ratification of this Memorandum of Agreement, the Board and the Association agree to amend Clause 6.3(d) to read as follows:

"All members granted clothing allowance will be paid one hundred and four dollars and seventeen cents (\$104.17) per month in lieu of the clothing mentioned above and all members granted clothing allowance on a temporary or intermittent basis will be paid four dollars and seventy-three cents (\$4.73) for each day such members are required to work in plain clothes. Members granted monthly clothing allowance will be paid such clothing allowance monthly, in advance."

- (b) Effective the date of ratification of this Memorandum of Agreement, the Board and the Association agree to amend Section B(2)(a) of Schedule "C" to read as follows:

"The Property Control Officer will be paid four dollars and seventy-three cents (\$4.73) for each day that the member is required to dress for a court appearance, Prosecutor's interview or other such formal appearance which the Chief Constable agrees justifies the aforementioned clothing allowance."

5. Clause 6.5 and Schedule "B" – Shift Differential

- (a) Effective 2020 January 01, the Board and the Association agree to amend Clause 6.5(a) to read as follows:

"A member who works between 1900 hours and 0700 hours on any day will be paid a shift differential premium of one dollar and thirty-five cents (\$1.35) (effective 2021 January 01, one dollar and forty cents (\$1.40)) per hour for all time that the member is required to work during that period."

- (b) Effective 2020 January 01, the Board and the Association agree to amend Section B(7) of Schedule "B" to read as follows:

"Shift differential will be paid to members at the rate of one dollar and thirty-five cents (\$1.35) (effective 2021 January 01, one dollar and forty cents (\$1.40)) per hour for all regular hours worked between 1900 hours of one day and 0700 hours

of the following day. There will be no payment of shift differential for hours worked between 0700 hours and 1900 hours of any day. No member will be paid any shift differential for hours for which overtime, callout or other premiums are payable.”

- (c) Effective 2020 January 01, the Board and the Association agree to amend Section C(5) of Schedule “B” to read as follows:

“Shift differential will be paid to members at the rate of one dollar and thirty-five cents (\$1.35) (effective 2021 January 01, one dollar and forty cents (\$1.40)) per hour for all regular hours worked between 1900 hours of one day and 0700 hours of the following day. There will be no payment of shift differential for hours worked between 0700 hours and 1900 hours of any day. No member will be paid any shift differential for hours for which overtime, callout or other premiums are payable.”

6. Clause 6.11 – Standby

Effective the date of ratification of this Memorandum of Agreement, the Board and the Association agree to amend Clause 6.11 to read as follows:

“Where a member is required to stand by between regularly scheduled shifts, such member shall be compensated at the rate of one and one-half (1.5) hours at straight-time. Where a member is required to stand by at any other time, such member shall be compensated at the rate of three (3) hours at straight-time for the time the member is required to stand by in any twenty-four (24) hour period or portion thereof (with the twenty-four (24) hours period commencing at the same time that the standby requirement is effective). If a member is called out while on standby such member shall be compensated for such callout as provided in Clause 6.8 in addition to the member’s standby compensation.”

7. Clause 8.2 – Extended Health Benefits Plan

While not to be included in the new Collective Agreement, effective as soon as possible following the date of ratification of this Memorandum of Agreement, the Board agrees to instruct the benefit carrier to amend coverage as follows:

- (a) increase the lifetime plan maximum from \$500,000 to \$2,000,000;
- (b) increase combined massage therapy and physiotherapy coverage to five hundred dollars (\$500) calendar year maximum per person subject to an eight hundred dollars (\$800) calendar year maximum per family; and

- (c) increase combined chiropractic and naturopath coverage to five hundred dollars (\$500) calendar year maximum per person subject to an eight hundred dollars (\$800) calendar year maximum per family.

8. Clause 8.12(f)(4) – Maternity Leave Supplemental Employment Insurance Benefit Plan (SEIB Plan)

Effective the date of ratification of this Memorandum of Agreement, the Board and the Association agree to amend Clause 8.12(f)(4) to read as follows:

“(4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by a member and ninety-three percent (93%) of their gross weekly earnings for the first seventeen (17) weeks if the member continues to receive Employment Insurance benefits, which includes the one (1) week Employment Insurance waiting period.”

9. Housekeeping

Effective the date of ratification of this Memorandum of Agreement, the Board and the Association agree to make the following amendments:

- (a) delete Clause 8.1 and renumber Clause 8 accordingly. Further, remove all references to “Medical Services Plan” and “MSP” throughout Collective Agreement;
- (b) amend Clause 8.12(a) to read as follows:

“(1) Birth Mother

A pregnant member will be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) consecutive weeks of parental leave. All such leaves will be without pay, subject to any compensation entitlements which will be available to members in accordance with Subsection (f) below. The parental leave must immediately follow the maternity leave.

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

(2) Birth Father and Adoptive Parent

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

(3) Extensions - Special Circumstances

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

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

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

- (c) delete Clause 8.12(b)(3);
- (d) in Clause 8.12(d), replace “paragraph (b)(5)” reference with “paragraph (b)(4)”;
- (e) replace “superannuation” with “Municipal Pension Plan” throughout the Collective Agreement;
- (f) delete Schedule “F”;
- (g) delete expired effective dates; and
- (h) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

10. Drafting of New Collective Agreement

The Board and the Association agree that in all instances where an amendment to the Collective Agreement is effective on a specific date, only the amendment shall appear in the new Collective Agreement together with a sentence referencing its effective date.

11. Ratification

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty (30) calendar days from the date on which this Memorandum of Agreement is signed.

DATED this 11th day of March, 2021 in the City of New Westminster.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE BOARD:

"Dave Jansen"

"Richard Fong"

BARGAINING REPRESENTATIVES ON BEHALF
OF THE ASSOCIATION:

"Neil Collins"

"Jason Gelderman"