

2019

MEMORANDUM OF AGREEMENT

between the

WEST VANCOUVER POLICE BOARD
(hereinafter called "the Board")

and the

WEST VANCOUVER POLICE ASSOCIATION
(hereinafter called "the Association")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE WEST VANCOUVER POLICE 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 one (1) year from 2019 January 01 to 2019 December 31, both dates inclusive.

It is further agreed, Subsections 50 (2) and 50 (3) of the *Labour Relations Code* shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. **General Increase**

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

Effective 2019 January 01, all hourly rates of pay which were in effect on 2018 December 31 shall be increased by two and a half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.

4. **Section 8.1 Clothing and Equipment**

Effective 2020 January 01, the Board and Association agree to amend Section 8.1 (d) (i) and (d) (ii) to read as follows:

“(d) All Members who are required to wear civilian clothing as part of their duties shall be compensated as follows:

(i) All Members who are required to provide and wear civilian clothing as part of their regular duties, shall be entitled to a clothing allowance of one thousand two hundred and fifty dollars (\$1,250) per annum. In the instance of a Member completing a part year of service, the clothing allowance shall be pro-rated.

(ii) A Member who is appointed to work temporarily or intermittently in plain clothes shall be paid four dollars and seventy-three cents (\$4.73) for each day so worked.”

5. **Section 8.5 Shift Differential**

Effective 2020 January 01, the Board and Association agree to amend the first sentence of Section 8.5 to read as follows:

“A Member who works between 1900 and 0700 hours on any day shall be paid a shift differential premium of one dollar and thirty-five cents (\$1.35) (effective 2021 January 1 one dollar and forty cents (\$1.40)) per hour for all time that the Member is required to work during that period.”

6. **Section 12.1 (a) (ii) Health Insurance**

Effective the date of ratification of this Memorandum of Agreement, the Board and Association agree to amend the first sentence of Section 12.1 (a) (ii) to read as follows:

“(ii) All Members shall be entitled to coverage under the Extended Health Care Plan the first of the month following the date of hire subject to the terms and conditions of the plan.”

7. **Section 12.6 (a) Sick Leave and Sick Leave Gratuity**

Effective the date of ratification of this Memorandum of Agreement, the Board and the Association agree to amend the first sentence of Section 12.6 (a) to read as follows:

“(a) All Members covered by this Agreement shall be granted Sick Leave with pay on the basis of one and two-thirds ($1\frac{2}{3}$) days per month commencing on the first completed calendar month of employment. The annual maximum credit shall be twenty (20) days per year. Such Sick Leave, credited in a year but unused in that year, shall be accumulated in a Sick Leave bank which shall have a maximum accumulation of two thousand eighty-eight (2088) hours.”

8. **Section 12.6 (b) Sick Leave and Sick Leave Gratuity**

Effective the date of ratification of this Memorandum of Agreement, the Board and the Association agree to amend Section 12.6 (b) to read as follows:

“(b) Sick Leave credits referred to in Section 12.6 (a) shall not be maintained in the following circumstances:

- (i) where a Member is in receipt of Total Permanent Disability Compensation as outlined in Section 12.8 and Schedule “E” or;
- (ii) where a Member is on Sick Leave or leave without pay for an absence of eighty-eight (88) hours or more within each month.”

9. **Section 12.6 (e) Sick Leave and Sick Leave Gratuity**

Effective 2021 January 01, the Board and the Association agree to add a new sub-section 12.6 (e) to read as follows:

“(e) Upon approval of a Member’s supervisor, up to three (3) shifts per year of accumulated Sick Leave may be used to care for a sick child, spouse, or parent.”

10. **Section 12.14 (f) (iii) Maternity Leave Supplemental Unemployment Benefit Plan**

Effective the date of ratification of this Memorandum of Agreement, the Board and the Association agree to amend Section 12.14 (f) (iii) to read as follows:

“(iii) The top-up plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by a Member and the Member’s gross weekly earnings and is paid as follows:

Ninety-three percent (93%) of gross weekly earnings for first seventeen (17) weeks will be payable if a Member continues to receive Employment Insurance benefits.”

