

2020

MEMORANDUM OF AGREEMENT

between the

NEW WESTMINSTER MUNICIPAL POLICE BOARD

and the

NEW WESTMINSTER POLICE OFFICERS' ASSOCIATION

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE NEW WESTMINSTER MUNICIPAL POLICE BOARD (hereinafter called "the Employer"), 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 Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2020 JANUARY 01 AND EXPIRING 2022 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2019 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for three (3) years from 2020 January 01 to 2022 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 Increases

The Employer and the Union agree that the new Collective Agreement shall reflect wage adjustments as follows:

- (a) Effective 2020 January 01, the First Class Constable monthly rate in effect on 2019 December 31 (that is \$8,561) shall be increased by three percent (3.0%) and be rounded to the nearest whole dollar (that is \$8,818). All other rank indices shall be maintained.

- (b) Effective 2021 January 01, the First Class Constable monthly rate in effect on 2020 December 31 (that is \$8,818) shall be increased by two and one-half percent (2.5%) and be rounded to the nearest whole dollar (that is \$9,038). All other rank indices shall be maintained.
- (c) Effective 2022 January 01, the First Class Constable monthly rate in effect on 2021 December 31 (that is \$9,038) shall be increased by three percent (3.0%) and be rounded to the nearest whole dollar (that is \$9,309). All other rank indices shall be maintained.
- (d) Retroactive payments arising from (a), (b) and (c) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

4. Clause 5.4 – Probation

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 5.4 to increase the probationary period by the length of any absence, including for attendance at a training course, exceeding five (5) working days and to remove the requirement for consent from the Association for an extension of probation.

5. Clause 5.11 – Bereavement Leave

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend this clause as follows:

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

6. Clause 5.12 – Re-enlistment

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend the title of the clause to, "Re-employment of Former Members and Employment of New Members Formerly Employed by Another Police Agency". The clause will be further amended as follows:

- (a) Any member who leaves the Department and is subsequently re-employed within twelve (12) months will be confirmed back to the rank held at the time they left the Department, but not higher than the rank of First Class Constable. The returning member shall have their seniority restored, subject to adjustment for the period of the absence. The member shall not be required to undergo a probationary period.
- (b) Any member who leaves the Department and is subsequently re-employed after twelve (12) months will be restored to the rank held at the time they left the Department, but not higher than the rank of Second Class Constable. The returning member may, at the discretion of the Chief Constable, receive recognition for some or all previous employment service with the Department, however such recognition of service shall be for determination of vacation entitlement and increment eligibility purposes only. The member shall also be placed in a probationary status for six (6) months and the provisions of clause 5.4 (b) to (e) shall apply subject to (d) to (f) below.
- (c) A Certified Municipal Constable, as defined in the British Columbia Provincial Policing Standards (BCPPS), Section 2.1 – Recruit and Advanced Training, as amended from time to time who is engaged by the Chief Constable within twelve (12) months from the date of resignation from previous police employment shall be appointed to the rank held at the time of the resignation provided however that the rank to which the member is appointed shall not be higher than that of a First Class Constable. The member shall be placed in a probationary status for six (6) months and the provisions of clause 5.4 (b) to (e) shall apply subject to (d) to (f) below.
- (d) A Certified Municipal Constable, as defined in the British Columbia Provincial Policing Standards (BCPPS), Section 2.1 – Recruit and Advanced Training, as amended from time to time who is engaged by the Chief Constable after twelve (12) months from the date of resignation from previous police employment shall be appointed to the rank held at the time of resignation provided however that the appointment rank shall not be to a rank higher than Second (2nd) Class Constable. The member shall be placed in a probationary status for six (6) months and the provisions of clause 5.4 (b) to (e) shall apply subject to (d) to (f) below.
- (e) Any new member formerly employed by another police service agency may, at the discretion of the Chief Constable, receive recognition for some or all previous employment service with another police agency. Such recognition of service shall be for determination of leave entitlement and increment eligibility purposes only.
- (f) Former members and new members formerly employed by another police agency, who are on probation will not be eligible to apply for internal specialty units, external seconded positions or promotion competitions until such time as they have successfully completed their probationary period.

7. Clause 5.13 – Leave of Absence

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend this clause by replacing references to the “Board” with “Chief Constable or their delegate.”

8. Clause 7.5 – Statutory Holidays

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend this clause by adding Truth and Reconciliation Day as a thirteenth (13) Statutory Holiday and a notation stating that, if the Federal and Provincial holidays commemorating Truth and Reconciliation fall on different days, the Employer will recognize the Provincial holiday only.

9. Clause 8.1 – Extended Health Benefits Plan

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend this clause as follows:

- (a) Coverage of the Extended Health Benefits Plan will begin on the first day of the month following the employee’s first day of employment.
- (b) Increase the Plan deductible, from one hundred and twenty-five dollars (\$125.00) per calendar year per family, to one hundred and fifty dollars (\$150) per calendar year per family.
- (c) Increase Psychological services, from three thousand dollars (\$3,000) per family, to three thousand dollars (\$3,000) claimable per person per twelve (12) month period.

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:

- (d) Amend the Plan to reimburse drug expenses based on mandatory generic pricing unless the prescribing physician specifies a medical reason for no substitution.
- (e) Increase Plan lifetime maximum per person, from one million dollars (\$1,000,000), to five million dollars (\$5,000,000).
- (f) Amend paramedical services to provide acupuncture, chiropractic, massage, physiotherapy, and naturopathic services for combined two thousand five hundred dollars (\$2,500) per person per calendar year. The Parties agree that this change satisfies requirements associated with the Employment Insurance (EI) rebate.
- (g) Amend orthopedic shoes, from four hundred dollars (\$400) per person, to include orthopedic shoes and orthotics for four hundred dollars (\$400) per person.

(h) Add to the Plan fertility drugs for a twenty thousand dollars (\$20,000) per person lifetime maximum.

(i) Add sexual dysfunction drugs to the Plan.

10. Clause 8.2 – Dental Plan

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend coverage to commence on the first day of the month following the start of employment.

11. Clause 8.4 – Sick Leave Plan

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend the Sick Leave Plan

(a) Delete current sub-section (a) and re-letter sub-section (b) to (a).

(b) Add new sub-section (b) to read as follows:

“Sick leave of eighty (80) hours shall be credited semi-annually on June 30th and December 31st. For new hires, eighty (80) hours shall be advanced to their sick bank immediately upon employment from their first semi-annual allocations following their date of hire.”

(c) Add new sub-section (c) to read as follows:

“Immediate family illnesses and emergencies can affect the health and wellbeing of Employees and Employees are eligible to access Sick Leave for these purposes. For the purposes of this Clause, "Immediate Family" means the spouse, child, parent, or grandparent of an Employee, and any person who lives with an Employee as a member of the Employee's family.”

(d) Re-letter subsequent sub-sections.

12. Clause 8.8 – Group Life Insurance

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend the clause by adding a sentence specifying that coverage expires at age sixty (60).

13. Clause 8.11 – Maternity and Parental Leave

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend the sections (a) and (f) and add new sections (g) and (h) as follows:

“(a) Length of Leave

(1) Birth Parent

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

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

(2) Non-Birth Parent

A member who is the non-birth parent will be entitled to up to sixty-one (61) 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.”

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

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

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

- (1) A birth parent or non-birth parent who is entitled to parental leave as provided for in Clause 8.11 of the Collective Agreement and who has applied for and is in receipt of Employment Insurance benefits is eligible to receive PSEIB Plan payments.
- (2) The PSEIB payment is based on the difference between the Employment Insurance benefit plus any other earnings received by a member and ninety-five percent (95%) of their gross weekly earnings for up to twenty (20) weeks. This top-up is calculated based on the Employment Insurance standard parental benefits option

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

(h) Supplemental Employment Insurance Benefit Plan Conditions

- (1) The Maternity and Parental Leave SEIB benefits (MSEIB and PSEIB) are contingent upon an Employee completing a signed acknowledgement that the benefit must be repaid if they do not return to work for a period equal to the time the Employer provided the top-up.
- (2) If an Employee who received benefits under the MSEIB and/or the PSEIB Plan does not return to work for the Employer for the period outlined in section (a) above, they will be required to repay the MSEIB and/or the PSEIB Plan payments paid by the Employer. Such repayment shall be pro-rated based on time worked following the receipt of the MSEIB and/or the PSEIB Plan payments.
- (3) If the eligible parent experiences a medical condition preventing them from returning to work, the requirement to repay the benefit will be assessed on a case-by-case basis.”

14. Clause 11.1 – Grievances

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend the clause as follows:

- “(a) Any dispute as defined in the Labour Relations Code with respect to any matter not covered by the terms of this agreement shall, during the term of this agreement, be subject to Collective Bargaining between the parties hereto, it being understood that the bargaining representatives of the Association may meet in the first instance with the Chief Constable.

- (b) The parties agree to make all reasonable efforts to resolve complaints arising in the workplace through discussion with the appropriate supervisor or between the parties at the Labour-Management level. Such discussions do not constitute a formal part of the grievance procedure.
- (c) Any differences concerning the interpretation, application, or operation of this agreement, or concerning alleged violation of this agreement, shall be finally and conclusively settled without stoppage of work in the following manner:
 - i. Step One - The grievance shall be submitted in writing to the Chief Constable thirty (30) calendar days following the occurrence giving rise to the grievance or, within thirty (30) calendar days from the time the grievor or their agent should reasonably have known of the occurrence. Should the Chief Constable be unable to settle the matter within thirty (30) calendar days of receipt, the Chief Constable shall submit the grievance to the Board.
 - ii. Step Two - The Board and the aggrieved member, with the member's Association Representative shall meet within thirty (30) calendar days after receipt of the grievance by the Board from the Chief Constable and make every effort to settle the grievance.”

Remaining paragraphs (d through h) remain as is.

15. Schedule “A” – Part B – Clause 4 – Forensic Identification Specialty Pay

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Schedule ‘A’ Part B – Clause 4 – Forensic Identification Specialty Pay as follows:

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

16. Schedule “E” – Letter of Understanding – Job Sharing

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Schedule ‘E’ by removing Appendix I and removing all references to Appendix I within Schedule ‘E’.

17. Letter of Understanding – Joint Union-Management Committee on Wellness, Gratuity and Self-Funded Leaves

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to a new Letter of Understanding to establish a joint committee to investigate the implementation of new leave models that emphasize member wellness, including the introduction of self-funded leaves through salary deferral and a cost-neutral revision of the gratuity plan. The joint committee will conclude its investigation and produce a summary report by June 30, 2023.

18. Letter of Understanding – Joint Union-Management Committee on Increment Training Program

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to a new Letter of Understanding to task the existing joint committee on Increment Training to investigate the implementation of new Increment Training practices. The joint committee will conclude its investigation and produce a summary report by June 30, 2023.

19. Housekeeping

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

- (a) delete expired effective dates;
- (b) revise agreement to incorporate gender inclusive language;
- (c) revise Clause 8.4(a) and (b) (previously Clause 8.5) as set out in Letter of Understanding – Amendment to Section 8.5 Sick Leave Plan; and
- (d) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

20. Drafting of New Collective Agreement

The Employer and the Union 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.

21. 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 22nd day of June, 2022 in the CITY OF NEW WESTMINSTER.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:

"Paul Hyland"

"Andrew Perry"

"Jeannie Ziraldo"

"Wendy McDonnell"

"Jacqueline Dairon"

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

"Roger Rempel"

"Stuart Jette"