

Collective Agreement

Between

The Abbotsford Police Board

&

Abbotsford Police Association  
Local No. 7

January 1, 2021 to December 31, 2022



# Police Board and Abbotsford Police Union



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The Abbotsford Police Board and Abbotsford Police Association



This Agreement made and entered into this 18<sup>th</sup> day of May 2022.

**BETWEEN:**

**THE ABBOTSFORD POLICE BOARD**  
(hereinafter called the “Employer”)

OF THE FIRST PART

**AND:**

**THE ABBOTSFORD POLICE ASSOCIATION, LOCAL NO. 7**  
(hereinafter called the “Association”)

OF THE SECOND PART



## **ARTICLE NO. 1      COVERAGE**

**WHEREAS** the Abbotsford Police Board is an employer within the meaning of the Labour Relations Code (“the Act”);

**AND WHEREAS** the Association is a Labour Organization within the meaning of the Act and is the bargaining authority for the following members of the Abbotsford Police Department:

- (a) Limited Duty Constable;
- (b) Pre-Recruit Constables;
- (c) Fifth Class Constables;
- (d) Fourth Class Constables;
- (e) Third Class Constables;
- (f) Second Class Constables;
- (g) First Class Constables;
- (h) Sergeants;
- (i) Staff Sergeants.

**AND WHEREAS** the parties have carried on collective bargaining under the terms of the Act, and have reached an agreement as hereinafter expressed;

**THIS AGREEMENT** shall constitute the wages and working conditions for the members so certified.

## **ARTICLE NO. 2      TERM OF AGREEMENT**

This agreement shall be effective from the 1<sup>st</sup> day of January 2021, until the 31<sup>st</sup> day of December 2022, and shall remain in full force and effect from year to year thereafter unless either party gives to the other party written notice of its desire to terminate or amend such agreement pursuant to the Labour Relations Code.

## **ARTICLE NO. 3      DEFINITIONS**

The terms in this agreement, unless otherwise specifically provided herein, have the meanings hereinafter specified.

“Annual Leave” is the entire continuous period that commences upon completion of the last regular tour of duty, except the hours of an extended tour of duty and ends upon



The Abbotsford Police Board and Abbotsford Police Association



commencement of the next regular tour of duty and also includes Overtime Leave and other earned leave that is booked with the Annual Leave provided that the member books an entire block off and at least 50% of combined leave is from the members Annual Leave bank.

“Association” shall mean the Abbotsford Police Association;

“Calendar Days’ Notice” shall include the day the notice is given and the day the notice is effective. (Example: a notice of a shift change given anytime on a Monday, to be effective at any time on the following Wednesday, would be three calendar days’ notice.)

“Calendar Year” shall mean the twelve (12) month period from January 1 to December 31, inclusive.

“Chief Constable” means the Chief Constable of the Abbotsford Police Department and shall include the Chief Constable’s authorized delegate;

“Continuous Service” shall include time that a member may be off duty through illness or injury, or as otherwise specified herein;

“Court” shall include any tribunal acting in a judicial or quasi-judicial capacity whether in federal, provincial, municipal, civil, or administrative matters;

“Court Time” shall mean any attendance at any court inquiry or hearing by a member when required to attend court as a witness, whether called upon to give evidence or not, provided that the evidence was acquired by the member in the performance of police duties; this shall include interviews with the Prosecutor in preparation for case;

“Doctor’s Certificate” shall mean an Abbotsford Police Department form, as provided under Abbotsford Police Department Policy and Procedure;

“Employee” shall mean all of the persons in the employ of the Employer who are covered by this Agreement;

“Employer” shall mean the Abbotsford Police Board;

“Member” shall mean a member of the Association covered by the Association’s certificate of bargaining authority;

“Immediate Family” shall mean a member’s spouse, partner with whom the member ..... cohabitates, child, child in law, parent, parent in law, sibling, grandparent, or other relative living in the member’s household.

“New Position” relates to a newly-created job function not currently classified;

“Party” shall mean either of the parties to this Agreement;



“Total Permanent Disability” applies to a member who is totally and permanently disabled such that the member is no longer able to carry on duties as a police officer;

“Vacancy” relates to an unfilled position and includes a newly-created but unfilled permanent position;

“Weekly Leave” shall be deemed to commence forthwith upon completion of a scheduled tour of duty and shall be deemed to end at 12:01 a.m. on the day of the member’s next scheduled tour of duty, except where an extended tour of duty applies;

“While so employed (WSE)” is a temporary promotion to a higher rank that has an actual or anticipated duration in excess of ninety (90) calendar days. This temporary promotion carries with it all the benefits of the rank under this Collective Agreement except increment advancements within the WSE rank. Time in a WSE position is not counted as seniority in rank for the purposes of lateral transfer or promotion.

“Work Week” shall mean a forty (40) hour week; and

“Work Day” shall mean a ten (10) hour day.

(It is expressly agreed between the parties that there shall be no gain or loss in cost or benefits to either the employer or the members as a result of this change.)

Wherever the singular is used in this Agreement, it shall be deemed to include the plural.

#### **ARTICLE NO. 4 ASSOCIATION SECURITY**

- (a) The Employer recognizes the Association as the sole bargaining agent for the bargaining unit, and every employee shall have the right to become a member of the Association and to participate in the lawful activities thereof.
- (b) It is agreed that employees who are hereafter employed by the Employer shall be eligible for membership into the Association immediately upon commencement of their employment.
- (c) Subject to subsection (b), employees shall, within 30 days thereafter, submit an application for membership to the Association on a form provided by the Association.
- (d) Upon commencement of employment, the Employer agrees to deduct from all Employees covered by this Agreement, and to pay the Association a monthly fee equal to the Association’s dues, plus any other deductions authorized by the Association. Union dues shall be deducted upon the first (1<sup>st</sup>) and second (2<sup>nd</sup>) pay period each month.
- (e) Those officially representing the Association shall be permitted to communicate to Association members through the Department’s email, voice mail, mailboxes, mail trays, and intranet and be permitted to place bulletin boards and notices in non-public accessed areas of any workplace of an Association member. The Employer, in consultation with the





Association, shall approve locations for the placement of bulletin boards in each workplace that are prominent enough to be an effective means of communication with its members.

Communications and any content will comply with Department policy. The Employer reserves the right to remove communications and or limit access to the Department's infrastructure in the event of inappropriate content.

The Employer shall retain the right to invoice the Association for any additional costs that result from use of these facilities.

- (f) As soon as practicable following the signing of this Collective Agreement, the Employer shall provide to each member electronic access to the Collective Agreement.

These arrangements shall remain in effect for so long as the Association remains the recognized bargaining authority.

## **ARTICLE NO. 5 WORKING CONDITIONS**

### **5.1 Work Week**

- (a) Responsibility for shift scheduling will rest with the Branch Manager after consultation with Supervisors. The only consideration will be that whatever shift scheduling is implemented, it will be consistent with the intent of the 2,080 hours per year on average and that it be appropriate to the demands on the units involved and the effective use of Police resources.
- (b) Patrol members coming on shift shall report fifteen (15) minutes prior to the commencement of shift to permit an orderly hand over of duties and dismissal of the outgoing shift.

### **5.2 Seniority**

- (a) Seniority will be based solely on date of hire. Any seniority that was previously pro-rated by virtue of job share or leave of absence will be adjusted to eliminate the pro-rationing. There will be no retroactivity applied to any loss of opportunity or remuneration as a result of previous pro-rations unless otherwise specified.
- (b) Any member returning to full time duty from leave of absence will not be eligible to act as a supervisor until such time as the employer is satisfied that the member can properly fulfill the requirements of the supervisory position.
- (c) For members hired on or after January 1, 2015, seniority is determined by the Police Identification Number (PIN). Human Resources will assign a PIN based on sequence of offer of employment.

For members hired before January 1, 2015, who have seniority that is equal to another member, where possible, the benefit of that seniority will be shared on an equal basis between members. The Employer will endeavour to avoid seniority conflicts through the use of transfers within the current assignment whenever possible. In the case where a seniority



conflict cannot be resolved through sharing or transfer, then the seniority determination shall be made using a lottery in each instance.

- (d) Any member who resigns as an employee of the Abbotsford Police Department, for a period of less than one (1) year, may return to the Abbotsford Police Union and have his/her seniority restored.
- (e) Any member of the Abbotsford Police Union who leaves the Abbotsford Police Union, as a result of promotion, may return to the Abbotsford Police Union and have his/her seniority and rank restored within one (1) year, providing that:
  - i) the member's return to the Abbotsford Police Union shall not have a detrimental effect on any member of the Abbotsford Police Union.
  - ii) the employer shall not delay any promotion or transfer as a result of the member's initial promotion out of the Abbotsford Police Union.

### **5.3 Probationary Periods**

- (a) A recruit to the Department shall be accepted as a Fifth (5<sup>th</sup>) Class Constable and shall be placed in a probationary capacity until successful completion of eighteen (18) months' service following the date of enlistment. During the Fifth (5<sup>th</sup>) Class Constable period, the required basic training shall be successfully completed. Any period of service as a pre-recruit shall not be considered service for the purposes of the probationary period as set out in this paragraph (a).
- (b) The probationary period shall be for the purpose of determining a Constable's suitability for regular employment. During the probationary period, the employment of a Constable may be terminated if unsuitability for regular employment can be satisfactorily shown.
- (c) Under special circumstances, the Employer may extend the probationary period. In the case where extension is required, the Employer shall give written notice of the reasons for such extension first to the Association and then to the Constable.
- (d) A Constable's suitability for regular employment shall be decided on the basis of factors such as:
  - (i) conduct;
  - (ii) quality of work;
  - (ii) ability to work harmoniously with others; and
  - (iv) ability to meet the operational and administrative standards set by the Employer
- (e) If a Constable successfully completes the probationary period and continues in the same position as a regular member, seniority and annual leave benefits, and other perquisites referable to length of service shall date back to the date of enlistment.



- (f) During the period of probation, a Fifth (5<sup>th</sup>) Class Constable may be promoted, if the Constable meets the requirements of Article 6.17, however such a promotion does not affect the Constable's probationary status.
- (g) (i) When a new member has previous Police experience, they shall be subject to a probation period twelve (12) months. The length of field-training and evaluations shall be similar to that provided for new recruit constables trained at the Police Academy, except that any time after thirty (30) days the assigned field trainer, after completing a formal evaluation, may recommend to Staff Development that further field-training is unnecessary. When a new member is hired with previous police experience exclusively outside of Canada, they shall be subject to a probation period of eighteen (18) months from their date of hire.
- (ii) A member's probationary period may be extended with just cause for a further period of up to six (6) months; the member may be reverted in rank for failure to meet standards to which the probationary term applies, or the member may be dismissed with just cause on twenty four (24) hours' notice after discussion with the Association.

#### 5.4 Indemnification

For the purposes of this Article, "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 Corporation Counsel for the City of Abbotsford or such other amount as may be agreed upon by solicitor and Corporation Counsel in advance of legal fees being incurred.

- (a) A member who is charged with a criminal or statutory or major traffic offence, arising from acts done in the performance, or attempted performance, in good faith of the member's duties as a police officer, shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charge.
- (b) (i) The Employer will indemnify a member for the reasonable fees for up to a two (2) hour consultation by the member with a lawyer as to whether the member should make a statement and, if so, in what form, if the member learns that an allegation has been made that the member misconducted himself or herself in the performance of duties if the member:
  - a. Reasonably believes that the allegation may result in the initiation against him or her of proceedings under the criminal code; and
  - b. Has been asked by the Employer or a person in authority to make a statement to anyone about the facts connected with the allegation.
- (ii) No prior arrangement for indemnification need be made by the member with the Employer before obtaining the advice if fees for only up to two (2) hours services will be claimed.



- (iii) If the member considers the allegation involves a matter that is complex or serious so as to warrant more than two hours legal assistance the member may, before consulting the lawyer, seek the Employer's agreement to indemnify the member for the cost of more than two (2) hours services of the lawyer. In such cases, the Employer will not unreasonably refuse to agree to indemnify the member for the cost of reasonable and necessary services.
- (iv) If it is proven that the member did not act in good faith in the performance of the member's duties as a police officer, the Association will indemnify the Employer for the amount properly paid by it pursuant to this subsection.
- (c)
  - (i) If a member is named defendant in a civil action for damages arising from acts done in the performance, or attempted performance, in good faith of the member's duties as a police officer, the member shall be represented by counsel appointed by the Corporation Counsel for the City of Abbotsford, and all necessary and reasonable legal costs and damages shall be borne by the City, PROVIDED THAT the Corporation Counsel is given full authority in the conduct of the action, including authority to settle the action at any time in the manner deemed advisable in the circumstances.
  - (ii) If Corporation Counsel determines that a conflict exists between a member's defence of a civil action and the City of Abbotsford defence of a civil action, then the member may be represented by the member's own counsel with necessary and reasonable legal costs borne by the City of Abbotsford.
- (d) A member who is the subject of a public hearing or review of the record pursuant to Part 11 of the *Police Act* arising from acts done in the performance, or attempted performance, in good faith of his duties as a police officer, shall be indemnified for the necessary and reasonable legal costs incurred in representing his interests at the hearing or review, UNLESS the public hearing is initiated by the member and the adjudicator determines that discipline is warranted, in which case the member shall not be indemnified unless the Employer, in its discretion, determines that the member should be indemnified.
- (e) A member who appeals the decision of a Discipline Authority and requests a public hearing pursuant to Part 11 of the *Police Act* shall be indemnified for the necessary and reasonable legal costs incurred in respect of the hearing; ONLY WHERE the adjudicator rejects the decision of the Discipline Authority and determines that the allegation of misconduct is unsubstantiated.
- (f) Notwithstanding the other provisions of this Article, members shall NOT be indemnified for punitive damages; for legal costs arising from grievances under the Collective Agreement; for acts or omissions of members which did not arise in, or result from, circumstances peculiar to the execution of police duties; for actions which amount to willful neglect or a gross dereliction of duty, or deliberate abuse of police power; for willful violation of a lawful order; or for discipline proceedings arising from under Part 11 of the *Police Act*, except under the following circumstances:



- (i) After the conclusion of the discipline proceeding, the Discipline Authority determines that no discipline is warranted; or
  - (ii) The range of disciplinary or corrective measures being considered by the Discipline Authority in the proceedings was dismissal or reduction in rank and after the disciplinary proceeding, the Discipline Authority imposes disciplinary or corrective measures which are no higher than a written warning.
- (g) A member who causes the death of another person due to an act arising out of the performance or attempted performance, in good faith of the member's duties shall be indemnified for the necessary legal costs to represent the member at an inquest held pursuant to a Federal or Provincial statute.
- (h) Where a member desires to have a lawyer represent him or her in a royal commission or proceedings not otherwise referred to in this Article the member may, prior to the commencement of the proceedings, request the Employer indemnify the member for all or a portion of necessary and reasonable legal costs. Upon receiving such a request the Employer will afford the member an opportunity to appear before it. The Employer, having afforded the member such an opportunity, may in its discretion, accept, modify, or reject the request.
- (i) Notwithstanding the other provisions of this Article, where two (2) or more members are charged with an offence or made the subject of an action, inquiry, or hearing described in paragraphs (a) through (d) arising out of substantially the same circumstances, the Corporation may limit its indemnification pursuant to this Article to the reasonable legal costs of ONE (1) solicitor to represent the interests of both/all of them, including representation at any appeal, UNLESS the solicitor is of the view that it would be improper to so represent both/all of them. If one (1) solicitor is to be retained and the members are unable to agree on which solicitor, the matter shall be conclusively settled by a designate of the Employer and a designate of the Association.
- (j) (i) No notice is required from members seeking indemnity for up to two (2) hours consultation under paragraph 5.4(b)(i).
- (ii) Members who intend to apply for indemnification under this Article shall notify the Chief Constable or his designate, in writing, within five (5) days of receiving formal notification of being charged with a criminal or statutory offence, or named defendant in a civil action, or being made subject of a public inquiry. Failure to comply with this paragraph may result in a member being denied indemnification.
- (k) Nothing in this Article shall be interpreted as limiting the Chief Constable's or the Employer's ability to discipline any member.
- (l) When a member has been accused and acquitted in any proceedings arising out of his or her duties while engaged as a member of the Department, the member shall be compensated for court attendance in accordance with Article 6.11(a) to (g); provided, however, the member shall not receive any compensation for attending such proceedings over and above his/her regular salary and benefits if he/she is on duty or under suspension. The Employer shall be entitled to reschedule the member's hours of work without penalty to ensure that the member



is on duty when he/she is required to attend court. This Article shall not apply to interviews between the member and his/her lawyer, and members shall not be compensated for attending such interviews.

- (m) The Board and the Association agree that in the event that there is any significant change to the Police Act, the parties will form a committee to be comprised of up to three (3) representatives appointed by the Board and up to three (3) representatives appointed by the Association. The purpose of the Committee will be to renegotiate the indemnification section of this Collective Agreement and amend this Collective Agreement accordingly.

The Committee will be guided by the principle that a member carrying out his/her duties and acting in good faith, is entitled to be indemnified for reasonable legal expenses that are incurred to defend or prevent a legal action against them. Both parties further agree that time is of the essence, and that re-negotiation of this provision will be maintained as a high priority. Notwithstanding that there is no requirement to negotiate until after an amendment occurs, if both parties agree in advance, negotiations can commence on the basis of a projected change.

#### **5.5 Leave of Absence Without Pay**

Any member desiring leave of absence without pay for any period shall apply to the Chief Constable for same and, in the event the application is refused, the member may appeal to the Employer, whose decision shall be final.

##### WorkSafeBC

Members shall not accrue statutory leave, annual leave and sick leave while receiving WorkSafeBC benefits exceeding six (6) months from the date of the claim. At the point a member has been on WorkSafeBC leave for six (6) months from date of claim, these leave banks will be adjusted to recognize the amount of leave earned to that point in time. If the adjusted leave balance is negative, reflecting that more leave has been taken than earned, there will be no claw back and the leave balance will be set to zero.

On the date of ratification of this agreement, all members receiving WorkSafeBC benefits exceeding six (6) months, shall be grandfathered.

##### Long Term Disability, Medical EI or Leave of Absence

Members shall not accrue annual leave (Article 7.1), statutory leave (Article 7.4), and sick leave (Article 8.6) while on long term disability, medical EI or leave of absence (Article 5.5).

##### Maternity/Parental Leave

Members on maternity/parental leave shall accrue annual leave (Article 7.1) and sick leave (Article 8.6), but not statutory leave (Article 7.4).



**ACCRUAL OF LEAVE TYPES**

<b>Type of Leave</b>	<b>Annual Leave</b>	<b>Sick</b>	<b>Stat Holidays</b>
<b>Long Term Disability (LTD)</b>	Does not accrue	Does not accrue	Does not accrue
<b>Maternity/Parental</b>	Accrues	Accrues	Does not accrue
<b>WorkSafeBC</b>	Accrues up to six (6) months	Accrues up to six (6) months	Accrues up to six (6) months
<b>Medical EI</b>	Does not accrue	Does not accrue	Does not accrue
<b>Approved Leave of Absence</b>	Does not accrue	Does not accrue	Does not accrue

**5.6 Notice of Transfer to New Work Schedule**

When a member is subject to a new or temporary assignment resulting in a change in work schedule, they shall be notified at least six (6) weeks in advance of such change except when such notice is waived by the affected member, or in the event of serious and urgent operational requirements, disciplinary matters, serious and urgent personnel matters excluding staffing issues, or in accordance with an emergency under Article 6.13.

**5.7 Deployment to Seconded Positions**

The Employer and the Association recognize the mutual value to members and the Employer of deploying members to seconded positions. This specifically includes deployments that appear in the Department’s Organizational Chart but over which the Department does not have full and unfettered managerial control.

The parties have agreed that in the event a member is to be deployed to an assignment where the conditions of employment are inconsistent with the Collective Agreement, or has been deployed to an assignment where the conditions of employment change to become inconsistent, representatives of the Association and the Employer will negotiate a resolution.

**5.8 Promotion and Lateral Transfer**

- (a) When the factors of skill, ability and knowledge are relatively equal, seniority shall be applied in determining selection for promotions and transfers.
- (b) Relatively equal means a difference of three percent (3%) or less for Constable, Sergeant and Staff Sergeant.
- (c) For purposes of lateral transfer or promotion, members do not accrue seniority while on leave of absence without pay.



**5.9 Quiet Room**

The Abbotsford Police Board agrees to provide a quiet room in an Abbotsford Police Building.

**5.10 Voluntary Shift Exchange**

When operational requirements permit, members within the same branch who possess the necessary KSA's of the shift being exchanged, and who work the same number of hours per shift, may exchange shifts among themselves.

- (a) Prior approval of such exchange is given by both members' immediate supervisors;
- (b) A member moving to the exchanged shift is entitled to all benefits of this Collective Agreement which would normally be afforded to a member working that shift with the exception of specialty pay premium.
- (c) The Employer shall not incur any additional costs except for the nominal costs associated with processing a shift exchange over and above those expenses which would have resulted had the exchange not taken place;
- (d) Members entering an agreement to exchange shifts shall identify both dates to be worked respectively prior to the notification of their immediate supervisors.

**ARTICLE NO. 6 REMUNERATION**

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

Rank	Pay Scale	Index	Time Frame	Jan 1/2020 2.50%	Jan 1/2021 3.00%	Jan 1/2022 3.00%
Constable Pre-recruit Ops Support Officer	P_050_00	0.5	Annual	\$52,647	\$54,227	\$55,854
			Hourly	\$25.31	\$26.07	\$26.85
Constable 5th Class	P_065_00	0.65	Annual	\$68,441	\$70,494	\$72,610
			Hourly	\$32.91	\$33.89	\$34.91
Constable 4th Class	P_075_00	0.75	Annual	\$78,970	\$81,340	\$83,780
			Hourly	\$37.97	\$39.11	\$40.28
Constable 3rd Class	P_080_00	0.8	Annual	\$84,235	\$86,762	\$89,366
			Hourly	\$40.50	\$41.71	\$42.96
Constable 2nd Class	P_090_00	0.9	Annual	\$94,764	\$97,608	\$100,536
			Hourly	\$45.56	\$46.93	\$48.33
Constable 1st Class	P_100_00	1	Annual	\$105,294	\$108,453	\$111,707
			Hourly	\$50.62	\$52.14	\$53.71





Constable 10 year increment	P_105_00	1.05	Annual	\$110,558	\$113,876	\$117,292
			Hourly	\$53.15	\$54.75	\$56.39
Constable 15 year increment	P_110_00	1.1	Annual	\$115,823	\$119,298	\$122,878
			Hourly	\$55.68	\$57.35	\$59.08
Constable 20 year increment	P_115_00	1.15	Annual	\$121,088	\$124,721	\$128,463
			Hourly	\$58.22	\$59.97	\$61.76
Sergeant entry level	P_120_00	1.2	Annual	\$126,352	\$130,144	\$134,048
			Hourly	\$60.75	\$62.57	\$64.45
Sergeant 3 year increment	P_125_00	1.25	Annual	\$131,617	\$135,566	\$139,634
			Hourly	\$63.28	\$65.18	\$67.13
Sergeant 6 year increment	P_130_00	1.3	Annual	\$136,882	\$140,989	\$145,219
			Hourly	\$65.81	\$67.78	\$69.82
Staff Sergeant entry level	P_135_00	1.35	Annual	\$142,146	\$146,412	\$150,804
			Hourly	\$68.34	\$70.39	\$72.50
Staff Sergeant 3 year increment	P_140_00	1.4	Annual	\$147,411	\$151,834	\$156,390
			Hourly	\$70.88	\$73.00	\$75.19
Acting Inspector	P_150_00	1.5	Annual	\$157,940	\$162,680	\$167,561
			Hourly	\$75.93	\$78.21	\$80.56

The wage increase is fully retro-active from January 1, 2021 to the date of ratification.

- (a) In the event that the Employer fills a job classification not listed in this agreement for which a rate of pay has not yet been established, a rate of pay shall be settled by negotiation. Negotiations shall begin seven (7) days after the creation of the new position, and failing settlement by such means, the matter shall be referred to arbitration as set out under Article 11 hereof.
- (b) In the event that the Employer creates a new position, within seven (7) days, the Employer will consult with the Association regarding appropriate classification of the newly created position.

**6.1 Acting Pay**

An Employee, who is temporarily assigned to the duties of a rank higher than the Employee normally holds, shall be paid at the appropriate rate for the period that such duties are performed calculated to the nearest half hour. Prior to the Employee being assigned to such duties, an NCO must approve the assignment.

**6.2 Acting Sergeant and Staff Sergeant Positions**

For members who assume acting Sergeant and Staff Sergeant positions in all Sections the following shall apply:



- (a) Police personnel shall be appointed to vacant acting Sergeant's positions in the following order:
  - (i) By ranking, any member on the Sergeant's eligibility list.
  - (ii) The most senior First Class Constable who has passed the Sergeant's Qualifying Exam with a mark of seventy five percent (75%) or higher and has successfully completed APD in house NCO training modules 1, 2 and 3 (Field Training Module) shall be selected to assume the Acting Sergeant's position; and then
  - (iii) The most senior First Class Constable who has passed the Sergeant's Qualifying Exam with a mark of seventy five percent (75%) or higher and has successfully completed either APD in house NCO training modules 1 or 2 shall be selected to assume the Acting Sergeant's position; and then
  - (iv) The most senior First Class Constable who has successfully completed APD in house NCO training modules 1 and 2 shall be selected to assume the Acting Sergeant's position; and then
  - (v) The most senior First Class Constable who has successfully completed either APD in house NCO training modules 1 or 2 shall be selected to assume the Acting Sergeant's position; and then
  - (vi) The most senior First Class Constable who has successfully passed the Sergeant's Qualifying Exam with a mark of seventy five percent (75%) or higher shall be selected to assume the Acting Sergeant's position; and then
  - (vii) Any other First Class Constable who has been selected to assume the Acting Sergeant's position.
- (b) Management may at any time appoint another Senior Qualified member from within the Police Department to assume the Acting Sergeant's position.
- (c) The Department commits to sufficient training opportunities such that every suitable member has the chance to participate in the training.
- (d) Sergeants shall be appointed to vacant acting Staff Sergeant's positions in a manner consistent with 6.2(a)
- (e) Members in MCU will not be permitted to act in either a Sergeant or Staff Sergeant position until they have been in the unit for a minimum of one (1) year and have been assessed and approved by their supervisor and OIC.
- (f) When a vacancy exists in their work unit, a member must have worked a minimum of four (4) blocks in that unit to fill the role of acting Sergeant or acting Staff Sergeant.
- (g) When a member returns to Patrol following an assignment outside of Patrol the member must work sixteen (16) shifts prior to acting as a Sergeant or Staff Sergeant whatever the



case may be. Members outside of Patrol who fulfill a callout may only do so if they hold the equivalent substantive rank.

- (h) Any member who was “Previously Qualified” to act on the date of ratification of this Collective Agreement shall rank to act as if they had completed APD in-house NCO modules 1, 2 and 3. Subject to the terms of the Collective Agreement, the Department shall arrange for Previously Qualified members to take module 3. Previously qualified members, who fail, without reasonable excuse, to complete a module 3 as arranged by the Department, will then rank as though that module was not completed. The employer agrees not to schedule the module 3 training for any member in a specialty unit, prior to returning to patrol.

### **6.3 Clothing Expenses – Plain Clothes Reimbursement**

- (a) All members engaged in permanent plain clothes duties shall be reimbursed by the employer for expenses incurred in the purchase of such clothing to a maximum of one thousand two hundred dollars (\$1200.00) per year upon presentation of necessary receipts.
- (b) Members engaged in permanent plain clothes duties who are transferred from plain clothes duties to uniform duties shall be entitled to be reimbursed for clothing expenses on a pro-rated basis, upon presentation of necessary receipts. The formula for the payment shall be as follows:  
The annual maximum reimbursement as per 6.3(a) shall be divided by the annual number of hours worked (2080) which equals a pro-rated hourly rate to be paid for clothing reimbursement.
- (c) Members engaged in temporary plain clothes assignments shall be reimbursed for expenses incurred in the purchase of such clothing on a pro-rated basis as mentioned in subsection (b).
- (d) Any member who is on any leave of three (3) months or longer, is not eligible for plain clothes reimbursement during that absence.

### **6.4 Dry Cleaning**

- (a) All members engaged in uniform duties shall have their uniforms provided without charge and the Employer agrees that it shall clean, launder, repair, and provide all similar services necessary with respect to the upkeep of said uniforms without charge to members.
- (b) The employer shall provide cleaning service to all members of the Major Crime Unit, who are entitled to be reimbursed for clothing expenses, with the following maximums:
  - One (1) shirt per working day
  - Two (2) pairs of pants per working week
  - One (1) sport jacket or suit jacket every two (2) working weeks; and
  - One (1) overcoat every month
- (c) All members assigned to plainclothes duties other than (MCU) are entitled to dry cleaning services for clothing used to attend court consistent with paragraph (b) above.



- (d) All members covered by this article who are on sick leave, Worksafe benefits or long term disability for more than four (4) consecutive weeks are not entitled to dry cleaning except for clothing used to attend court for the period of that absence.

#### **6.5 Dog Handler Expenses/Allowance**

- (a) All reasonable expenses, including feed expenses, incurred by the Dog Handler, will be paid upon presentation of invoices by the Dog Handler.
- (b) A member who is required to perform the duties of Dog Handler shall receive a specialist pay equivalent to five percent (5%) of the First (1<sup>st</sup>) Class Constable's rate of pay.

#### **6.6 Field Trainer**

A member who is qualified by the Justice Institute of British Columbia Police Academy, and/or designated by Management, as a Field Trainer and who is assigned to perform field training duties, shall receive, in addition to regular pay, compensation in the amount of an additional seven point five percent (7.5%) of the hourly wage of a First (1<sup>st</sup>) Class Constable for all hours worked on each day the member is engaged in the provision of field training to a recruit.

#### **6.7 Shift Differential**

- (a) Effective January 1, 2012, a member who works between 1800 hours and 0700 hours Sunday through Thursday shall be paid a shift differential premium of one dollar and fifty cents (\$1.50) per hour for all time required to work during that period.
- (b) Effective January 1, 2012, a member who works between 1800 hours and 0700 hours Friday through Saturday shall be paid a shift differential of two dollars (\$2.00) per hour for all time required to work during that period.
- (c) Shift differentials shall be paid on straight time only.

#### **6.8 Overtime**

All overtime must be pre-authorized by a member's immediate supervisor.

#### **6.9 Extended Tour of Duty**

Any overtime of one-half hour or more in excess of a member's regular shift, such time being referred to herein as "an extended tour of duty" shall be granted at time and one-half for the first two (2) hours and double time (2.0 times) thereafter, and shall be awarded as set out in Article 6.10 hereof.



### **6.10 Call-Outs**

- (a) For the purpose of this agreement, a call-out shall be when an Employee is ordered by a Supervisor to return to work other than during the Employee's regular detailed working hours, or a Special Events call-out.
- (b) A member called out to work shall be paid double time (2.0 times) for all hours worked. The minimum allowed for a member called out shall be three (3) hours at overtime rates.
- (c) If a member is required to change a regular shift, the member will be notified of the change twenty four (24) hours prior to the change. If notice is not received, the member will receive compensation at "Call-Out" rates.
- (d) Members who are assigned a callout either by phone, email, or through an electronic time management system, shall, when cancelled for callout within twenty four (24) hours, be compensated with three (3) hours pay.

### **6.11 Court Time Compensation**

Time off for the attendance of a member at Court while not on duty shall be allowed in accordance with the following schedule:

- (a) Day Shift (0800 to 1600) - no additional compensation.
- (b) Off duty during working block – morning session six (6) hours, afternoon session six (6) hours.
- (c) A member required to attend court after a midnight shift shall be entitled to six (6) hours off between the end of their shift and the commencement of court. A member seeking to utilize this clause shall notify their supervisor ten (10) days prior to the court appearance or, if the LENS is received within ten (10) days of the court appearance, immediately upon receipt of the LENS.
- (d) Weekly Leave -morning session, eight (8) hours; afternoon session, eight (8) hours.
- (e) Annual Leave - sixteen (16) hours per session.
- (f) Pregnancy/Parental and Leave of Absence- members on authorized leave of absence - four (4) hours per session.
- (g) WorkSafeBC Compensation – no additional compensation. A member on Workers' Compensation will be deemed to be working Monday to Friday, 0830 to 1630 hours.
- (h) Attendance at court during the evening hours - every member who is not on duty shall receive at least two (2) hours for time spent in Court at time and one-half (1.5 times), whichever is greater.
- (i) When the morning session of a court of criminal jurisdiction commences at 0930 hours and a member is required to attend at a prosecutor's interview on the same day such court is held



at which the member is to give evidence, the member shall be entitled to compensation for such attendance upon the prosecutor as follows:

- (i) For attendance at 0830 hours or 0845 hours - the member shall be entitled to one and one-half (1.5) hours compensation;
- (ii) For attendance at 0900 hours or 0915 hours - the member shall be entitled to one (1.0) hour compensation;

PROVIDED HOWEVER, if the court appearance is cancelled by the prosecutor prior to the commencement of the morning session, the member will be eligible to receive the court attendance compensation only.

When the afternoon session of a court of criminal jurisdiction commences and a member is required to attend at a prosecutor's interview on the same day such court is held at which the member is to give evidence, the member shall be entitled to compensation for such attendance upon the prosecutor as follows:

- (i) For attendance at 1330 hours or 1345 hours - the member shall be entitled to (1) hour compensation;
- (ii) For attendance prior to 1330 hours - the member shall be entitled to one and one-half (1.5) hours' compensation:

PROVIDED HOWEVER, if the court appearance is cancelled by the prosecutor prior to the commencement of the afternoon session the member will be eligible to receive the court attendance compensation only.

- (j) It is the member's responsibility to confirm that the member is required for court. De-notifications will be announced by a recorded message which can be accessed through the Department's voice mail system. A member will only be eligible for court time compensation if the member first confirms that his court notification has not been cancelled. To be effective, the de-notification must be recorded in the member's mailbox and email notification at least eighteen (18) hours prior to the court appearance or interview. De-notifications can also be made by contacting the member personally or by telephone, or by leaving a message on an answering machine or with an adult resident of the member's residence, at least eighteen (18) hours prior to the court appearance. If a member is required for a court case that is scheduled for three (3) or more days and is de-notified, the following will apply:

- (i) For the first de-notification concerning the case, the de-notification must be given at least eighteen (18) hours prior to the court appearance or interview;
- (ii) For any subsequent de-notification concerning the same case, the de-notification must be given at least twelve (12) hours prior to the court appearance or interview.



If de-notification is not made in accordance with this Article, the member shall be entitled to one-half of the compensation the member would have received had the member attended court.

- (k) When a member is required by subpoena to attend and give evidence in a court outside the boundaries of the Fraser Valley Regional District or Metro Vancouver Regional District, the following provisions shall apply:
  - (i) The Employer shall pay a per diem rate at a rate as per APD Policy ID90;
  - (ii) Each day the member is on duty will be considered an eight (8) hour tour of duty. No overtime provision will apply, nor will there be a reduction to the eight (8) hour tour of duty if the member actually travels or attends at court for less than eight (8) hours;
  - (iii) If travelling on a day of scheduled weekly leave, the member will receive twice his/her hourly rate for eight (8) hours for each scheduled weekly leave day involved; provided, however, that the Employer shall be entitled to reschedule the member's hours of work without penalty to ensure travel on a scheduled work day;
  - (iv) If travelling during the course of scheduled work hours, the member shall receive the straight time rate, but will be relieved of normal duties for at least eight (8) hours prior to the commencement of travel.

**SCHEDULE "D" - COURT ATTENDANCE COMPENSATION**

<b>Duty Hours</b>	<b>Morning Session</b> Commences before 1200H and concludes before 1330H	<b>Afternoon Session</b> Commences after 1200H (includes morning session that continues beyond 1330H)
On Duty	0	0
Court continues after / beyond duty hours	Extended Duty Rates Apply	Extended Duty Rates Apply
Off-duty during working block	6	6
Weekly Leave	8	8
Annual Leave	16	16



Maternity Leave	4	4
WorkSafeBC Leave	0	0
Former Members otherwise Uncompensated & members on Leaves of Absence	4	4

**6.12 Compensation for Overtime and Call-outs**

- (a) In awarding compensation under Articles 6.9, the member shall have the option to receive pay for the time worked on a pro-rata hourly basis, calculated at time and one-half (1.5 times) for the first two (2) hours and double time thereafter or take equivalent time off in lieu of pay, subject to a Supervisor’s discretion.
- (b) In awarding compensation under Articles 6.10, the member shall have the option to receive pay for the time worked paid double time (2.0 times) for all hours worked. The minimum allowed for a member called out shall be three (3) hours at overtime rates or take equivalent time off in lieu of pay, subject to a Supervisor’s discretion.

If a member is on Annual Leave, the following will apply to call-outs:

- (i) It will be the responsibility of the member to advise the person contacting him/her that the member is on Annual Leave;
- (ii) If called out, the member will be paid at a rate of double time (2 times) for all time worked, or a minimum of ten (10) hours at double time (2 times) whichever is the greater;
- (iii) In addition to the compensation stated in paragraph (b)(ii), the Employer will restore the Annual Leave day(s) for the day(s) the member is called out. For the purpose of this Article, the period of Annual Leave shall be defined as per Article No. 3.
- (c) If a member is called out on a Statutory Holiday, the member shall be paid at regular call out rates.
- (d) Hours banked for the above may be accumulated to a maximum of one hundred and forty (140) hours per member, such time to be taken at the discretion of the member, with the approval of the Employer.
- (e) A member may elect to convert hours in their overtime bank into cash. Payment shall be made with the member’s regular pay cheque.
- (f) Banked overtime shall be paid out at the same rate that it was earned.





- (g) Where a member has worked for a full regular shift and as a result of operational requirements is required to continue working until the start of their next shift, all hours beyond the initial shift will be calculated at overtime rates.

### **6.13 Declared State of Emergency**

- (a) In the event of a Declared State of Emergency, or a Declared State of Local Emergency, pursuant to the Emergency Program Act the Chief Constable may direct the operations of the Department for so long as a State Of Emergency or State Of Local Emergency prevails without regard to any limitations imposed by any provision of the Collective Agreement. All time worked by a member in response shall be paid at the member's regular hourly rate of pay.
- (b) If a Provincial Emergency Program (PEP) number is assigned to the City of Abbotsford, member wages that are beyond regularly scheduled work (extended tour and/or call-outs) for duties associated to the emergency response will only be taken in pay as the provincial government will only reimburse the Employer if the compensation is taken in pay.

### **6.14 Major Crime Unit (MCU)**

- (a) **Detective Constable (Probation)**

Members successfully competing for the position of Detective Constable (Probation) shall remain in this position up to one (1) year. Upon the completion of one (1) year (or before) in the Detective Constable (probation) position, performance shall be evaluated by the MCU supervisor and Branch Manager, and providing the candidate is successful and there is an operational need the candidate shall be confirmed in the position of Detective Constable after the completion of one (1) full year. Once the member has been confirmed after one year they shall receive five percent (5%) specialist pay.

As of the date of ratification of this agreement all current Senior Detectives will be grandfathered in their current classification.

- (b) **Allowance for Sergeant in Charge of the Major Crime Unit:**

The MCU Sergeant shall receive five percent (5%) specialist pay.

The MCU Sergeant must from time to time consult with members of the Department to determine the deployment of members and resources to investigate incidents or crimes.

The MCU Sergeant who is responsible for evaluating and assigning incoming files for the week will be paid an additional one (1) hour of pay each day of the week for responding to telephone calls from members on off-duty hours.

If the MCU Sergeant is called out, compensation will be in accordance with the provisions for call-outs as provided by Article 6.10.



### **6.15 Forensic Identification Section (FIS)**

- (i) Upon successful completion of the National Basic Identification Course, a member in FIS shall receive five percent (5%) specialist pay.
- (ii) All members in FIS shall undertake the process of becoming a certificated fingerprint examiner. The fingerprint examiner designation is granted upon application by the Minister of Public Safety and Emergency Preparedness. The application can be made after one has been accepted as an expert by the courts three (3) times, or the member has continuously worked as an Ident member for three (3) years.

### **6.16 Collision Analyst Compensation**

A member designated as Collision Analyst will receive specialist pay equal to five percent (5%) of the First (1<sup>st</sup>) Class Constable's hourly rate for each hour worked as a designated Collision Analyst.

### **6.17 Training and Education Increments**

- (a) Fifth Class Constables, upon successful completion of Block III at the Justice Institute of B.C., shall be promoted to Fourth (4<sup>th</sup>) Class Constables. On the anniversary date of their enlistment, Fourth (4<sup>th</sup>) Class Constables shall become eligible for promotion to Third (3<sup>rd</sup>) Class Constables. Third (3<sup>rd</sup>) and Second (2<sup>nd</sup>) Class Constables, upon completion of one (1) year service in that rank, shall become eligible for promotion to the next senior rank.

The Employer shall set an examination or examinations to determine if such applicant is qualified for promotion. The Employer shall administer the examination(s) a reasonable period of time prior to the member's eligibility date. A member so promoted shall be paid at the rate of pay for the rank to which the member has been promoted effective the date of actual promotion to that rank. If the member fails the examination(s), the member shall be given an opportunity to take another examination or examinations within sixty (60) days, at a time to be mutually agreed between the Employer and the member.

- (b) If the Employer fails to set the examination(s) prior to the member's eligibility date, the affected member shall be entitled to write the examination(s) within thirty (30) days of the eligibility date. If the member passes the examination(s) and is otherwise determined to be qualified for promotion, the member will be paid at the rate of the rank to which the member has been promoted, retroactive to the date of eligibility for such rank.
- (c) If at the end of thirty (30) days, the Employer has still failed to set the examination(s), the member affected shall be deemed to have been automatically promoted and will be paid at the rate of the rank to which the member has been promoted, retroactive to the date of eligibility for such rank.
- (d) If the employer sets an examination date and the member cannot attend or fails to attend, then the onus is on the member to seek another date from Human Resources. If the member does not write the examination until after the eligibility date then the promotional increment is effective on the date that the examination was written and passed.



- (e) In addition to the increment examination(s), Fifth (5<sup>th</sup>), Fourth (4<sup>th</sup>), Third (3<sup>rd</sup>) or Second (2<sup>nd</sup>) Class Constables shall only be promoted to the next senior rank upon recommendation of their supervisor and Human Recourses Branch Manager.
- (f) Where a Fifth (5<sup>th</sup>), Fourth (4<sup>th</sup>), Third (3<sup>rd</sup>) or Second (2<sup>nd</sup>) Class Constable has been denied a promotion, the Employer will provide written reasons to the Association and the member involved within thirty (30) days of the member's eligibility date for that promotion.
- (g) Experienced Constables

Notwithstanding subsection (a) hereof:

- (i) Previous police experience is defined as service with another approved police force. New members, who have not been absent from active police experience for more than twelve (12) months, may be hired in accordance with the following.
- (ii) When a new member with previous approved police experience is hired, their assigned rank as Constable and rate of pay shall be commensurate with the rank and rate of pay that they would have been entitled to had their entire service been with the APD.



**SCHEDULE “B” - Allowances, Pay Premiums, and Specialist Pay**

SCHEDULE “B” - Allowances, Pay Premiums, and Specialist Pay			
	Rate	Conditions and Limitations	Reference Articles to be determined
<b>Dog Handler</b>	5%		6.5
<b>Field Trainer</b>	7.5%	<ul style="list-style-type: none"> <li>▪ Each day field training duties are performed</li> </ul>	6.6
<b>Collision Analyst</b>	5%	<ul style="list-style-type: none"> <li>▪ When designated as a department analyst or Reconstructionist</li> </ul>	6.16
<b>MCU Detective Constable</b>	5%	<ul style="list-style-type: none"> <li>▪ After 1 year in MCU</li> </ul>	6.14
<b>MCU N.C.O.</b>	5%	<ul style="list-style-type: none"> <li>▪ Immediately upon transfer to MCU</li> </ul>	
<b>Forensic Identification</b>	5%	<ul style="list-style-type: none"> <li>▪ Upon successful completion of the National Basic Identification Course</li> </ul>	6.15
<b>Shift Differential</b>	\$1.50 per hr	<ul style="list-style-type: none"> <li>▪ For all hours worked between 1800H and 0700H, Sunday through Thursday</li> </ul>	6.7
	\$2.00 per hr	<ul style="list-style-type: none"> <li>▪ For all hours worked between 1800H and 0700H, Friday through Saturday</li> </ul>	
<b>Standby Pay – Between Work Days</b>	1 Hour	<ul style="list-style-type: none"> <li>▪ Authorized by management</li> </ul>	6.20
<b>Standby Pay – Weekly Leave</b>	3 Hours		

**All Rates are based on the 100% First Class Constable rate of pay**

**6.18 Training**

(a) Consistent with the Department’s values, the parties recognize the benefits of professional development and skill-based training. Professional Development is a shared responsibility between the member and the Employer. The guiding principles of training are to:

- enhance the knowledge, skills, abilities and the professional development of members; and
- meet the succession development and leadership requirements of the Department.

Type 1 Training

Training generally utilized for qualifications and certifications.



Type 2 Training

Training generally utilized for operational development.

Type 3 Training

Training generally utilized for pay increments.

(b) Constables - Constables can accrue increment credit by:

- Attending Type 3 training on their own time; and/or
- Pursuing pre-approved external courses of study on their own time\*

*\*Constables are encouraged to pursue pre-approved external courses of study to accrue increment credit. Constables who choose external courses for increment purposes are still required to complete twenty (20) hours of Type 3 training annually while on duty or accrue training lieu when attending on their own time.*

(c) Upon completion of ten (10) years of approved police service, members who have successfully completed all of the required training for increment purposes shall be eligible to make application for one hundred five percent (105%) of the First (1<sup>st</sup>) Class Constable rate.

Effective, January 1, 2018, no more than twenty (20) hours of Type 3 training per year can count towards increments. On a one time basis during an increment period, a member may use up to five (5) hours of training above the required twenty (20) hours to make up for a previous year's shortfall.

(d) Upon completion of fifteen (15) years of approved police service, members who have successfully completed all of the required training for increment purposes shall be eligible to make application for one hundred ten percent (110%) of the First (1<sup>st</sup>) Class Constable rate.

Effective, January 1, 2018, no more than twenty (20) hours of Type 3 training per year can count towards increments. On a one time basis during an increment period, a member may use up to five (5) hours of training above the required twenty (20) hours to make up for a previous year's shortfall.

(e) Upon completion of twenty (20) years of approved police service, members who have successfully completed all of the required training for increment purposes shall be eligible to make application for one hundred fifteen percent (115%) of the First (1<sup>st</sup>) Class Constable rate.

Effective, January 1, 2018, no more than twenty (20) hours of Type 3 training per year can count towards increments. On a one time basis during an increment period, a member may use up to five (5) hours of training above the required twenty (20) hours to make up for a previous year's shortfall.

(f) Seconded members - may have increased challenges in attending Type 3 training provided by the Department. Human Resources shall consider on a case-by-case basis, proposals for



substitution training. If approved, the training must still occur on the member's own time or alternatively, the twenty (20) hours can be deducted from their leave banks.

- (g) Recruits – In their year of hire, Human Resources will waive Type 3 training for recruits attending the JIBC.
- (h) Experienced Constables – In their year of hire, Human Resources will waive Type 3 training for experienced constables hired after July 1<sup>st</sup>.
- (i) Pregnancy and Parental Leave – members on Pregnancy and Parental leave are only required to complete a pro-rated amount of increment hours during the calendar years they are on leave.
- (j) Extended Leave for Sick, WorkSafe, LTD - Members on these types of leave for less than three (3) months will be required to complete twenty (20) hours of Type 3 training. Members off on these types of leave for greater than three (3) months will have Type 3 training pro-rated based on the months remaining in the year.
- (k) The in-service increment training stream is designed for NCOs not seeking further promotion. Its focus is the development of knowledge, skills and abilities in the current role through twenty (20) hours per year of increment training.
- (l) Sergeants and Staff Sergeants must pass the required increment exam in order to be eligible for increments.
- (m) Sergeants completing three (3) years of service in the rank, who have completed twenty (20) hours of Type III training in each of three years for a total of sixty (60) hours of Type III training, shall be eligible for one hundred twenty five percent (125%) of the First (1<sup>st</sup>) Class Constable rate of pay.
- (n) Sergeants completing six (6) years of service in the rank, who have completed twenty (20) hours of Type III training in each of three (3) years for a total of sixty (60) hours of Type III training since receiving their one hundred twenty five percent (125%) increment, shall be eligible for one hundred thirty percent (130%) of the First Class Constable rate of pay.
- (o) Staff Sergeants completing three (3) years of service in the rank, who have completed twenty (20) hours of Type III training in each of three years for a total of 60 hours of Type III training, shall be eligible for one hundred forty (140%) of the First (1<sup>st</sup>) Class Constable rate of pay.

#### Professional Development

- (p) The professional development stream is designed for NCOs seeking further promotion. The Employer shall approve courses that are:
  - 1. Consistent with the guiding principles of training;
  - 2. Focused on professional development;
  - 3. A benefit to the member and the Department; and



4. Completed successfully, including an assessment component.
- (q) Sergeants and Staff Sergeants must pass the required increment exam in order to be eligible for increments.
  - (r) Sergeants who have completed three (3) approved external courses taken and completed while holding the rank of Sergeant shall be eligible for one hundred twenty five percent (125%) of the First (1<sup>st</sup>) Class Constable rate of pay.
  - (s) Sergeants who have completed six (6) approved external courses taken and completed while holding the rank of Sergeant shall be eligible for one hundred thirty (130%) of the First (1<sup>st</sup>) Class Constable rate of pay.
  - (t) Staff Sergeants who have completed three (3) approved external courses taken and completed while holding the rank of Staff Sergeant shall be eligible for one hundred forty (140%) of the First (1<sup>st</sup>) Class Constable rate of pay.
  - (u) For the purposes of paragraphs (q), (r), and (s), courses taken while holding the rank of WSE Sergeant or Staff Sergeant are not approved as increment credit for the WSE rank; however, in the case of a WSE Staff Sergeant, are approved for the purposes of increment credit at the Sergeant rank.
  - (v) The employer agrees that there will be no detriment in any promotional competition to an NCO who took NCO Modules I or II as increment training prior to the date of ratification of this agreement.

#### Changing / Combining Streams

- (w) If an NCO intends to use any in-service increment training for the purposes of NCO increments, the NCO will be required to complete three (3) years or six (6) years of service in the rank, as the case may be, to obtain the increment.

#### All members who fail to attend training

- (x) The Employer incurs costs to make training available. Members who fail to attend will have their increments delayed until they meet the requirements.
- (y) If approved by Human Resources, members may be required to make up the training at no cost to the Employer or have the missed hours deducted from their leave banks.



- (z) Members who miss training without a reasonable excuse may be subject to discipline.

External training is training facilitated by an external provider.

**Training Compensation**

- (i) Training days are typically eight (8) hour days. No compensation will be awarded for time spent on courses and course work in excess of eight (8) hours per day.
- (ii) When courses are scheduled in excess of eight (8) hours per day, additional compensation will be considered on a case-by-case basis by Human Resources.

<b>ABBOTSFORD POLICE DEPARTMENT TYPES OF TRAINING</b>					
<b>1</b>	<b>Type 1</b>	<b>2</b>	<b>Type 2</b>	<b>3</b>	<b>Type 3</b>
<b>Requirements</b>					
	<ul style="list-style-type: none"> <li>Every member must participate in this training each year it is offered</li> <li>This type of training will normally be scheduled for day shifts</li> <li>When attending on their own time, members will accrue training lieu hour for hour</li> </ul>		<ul style="list-style-type: none"> <li>The Department may require every member to attend this type of training up to a maximum of four (4) days per year</li> <li>When attending on their own time, members will accrue training lieu day for day, based on their current assignment</li> <li>Members will not be required to attend this type of training while on annual leave</li> </ul>		<ul style="list-style-type: none"> <li>Every member must complete twenty (20) hours of this type of training each year</li> <li>To utilize this type of training for increment purposes, members must attend on their own time</li> <li>Members who are not utilizing this type of training for increment credit must still complete twenty (20) hours of this training each year. Members may participate on duty or will accrue training lieu when attending on their own time</li> </ul>
<b>Examples</b>					
	<ul style="list-style-type: none"> <li>Firearms Qualifications</li> <li>Use of Force Qualifications</li> <li>Other optional qualifications/certifications such as Taser , Bean Bag, Rifle, Radar/Lidar, etc.</li> </ul>		<ul style="list-style-type: none"> <li>Code 5</li> <li>Active Shooter</li> <li>Firearms Training Day</li> <li>Boxing &amp; Pinning</li> <li>Specified Presentations/Training</li> </ul>		<ul style="list-style-type: none"> <li>Specified Presentations/Training</li> <li>Other Training (e.g. CPKN courses)</li> </ul>





- (iii) No overtime will be paid for travelling to and from training.
- (iv) Members required to travel outside of Abbotsford for any type of training will be compensated in training lieu on an hour for hour basis, (minimum one hour travel time). Travel time will be based on actual time from the Department or the member’s residence, whichever is less.
- (v) Members training at the Justice Institute of British Columbia (JIBC) or the Pacific Regional Training Centre (PRTC) will be compensated according to the chart below:

<b>Training Type</b>	<b>Member Status</b>	<b>Compensation</b>
Type 1 Training	Working Day	Attend on duty.
Type 1 Training	Own Time (eg. Weekly Leave)	Hour for Hour - (Lieu Time)
Type 2 Training	Own Time (eg. Weekly Leave)	Day for a Day (Lieu Time) based on current assignment.
Type 2 Training	Working Day	Attend on duty.
Type 3 Training – For Increment	Own Time (eg. Weekly Leave)	No Credit. No travel allowance.
Type 3 Training – Not For Increment	Working Day	Attend on duty.
Type 3 Training – Not For Increment	Own Time (eg. Weekly Leave)	Hour for Hour - (Lieu Time)
PRTC Course	Working Day	Attend on duty.
PRTC Course	Own Time (eg. Weekly Leave)	Day for a Day (Lieu Time) based on current assignment.
JIBC Course	Working Day	Attend on duty.
JIBC Course	Own Time (eg. Weekly Leave)	Day for a Day (Lieu Time) based on current assignment.
JIBC – Sims	Working Day	Attend on duty.
JIBC – Sims	Own Time (eg. Weekly Leave)	Hour for Hour - (Lieu Time) -Including travel time

**Accommodation**

- (i) The Employer agrees to provide suitable accommodations for members attending approved courses, greater than one (1) day in length, in Metro Vancouver that require one (1) way travel of sixty (60) kilometers or more from the Department or the Member’s residence, whichever is less.



- (ii) The Employer will provide suitable accommodation for courses outside the Metro Vancouver and Fraser Valley Regional District requiring an overnight stay.
- (iii) The Employer is not required to provide accommodations for courses at the Justice Institute of British Columbia or Pacific Regional Training Centre except where course requirements dictate otherwise.
- (iv) All members eligible for accommodations during courses shall be lodged “single occupancy” unless the training facility is responsible for providing the accommodation. In order to maximize course attendees, members may volunteer to share accommodations.

### **Mileage and Meal Allowances**

Mileage and meal allowances will be reimbursed in accordance with Policy I.D.090.

Members attending Block 1 and 3 at the JIBC are excluded from this paragraph.

### **6.19 Investigative Phone Calls**

An off duty member responding to a telephone call or other electronic communication from the Department or outside source, such as Crown Counsel, witnesses or informants, of one (1) hour or less but fifteen (15) minutes or more, related to an investigation that involves the member but requires a General Occurrence Report, supplement or other documentation, shall be entitled to compensation of one and one half hour (1.5) of their regular hourly rate of pay. In the event the telephone call or other electronic communication goes beyond one (1) hour the off duty member shall be compensated at two times their regularly hourly rate of pay for the time spent beyond the first (1<sup>st</sup>) hour. Claims for compensation under this provision are subject to approval by the member’s supervisor.

Phone calls and other electronic communications of an administrative nature shall not trigger this provision unless the call or communication is of a prolonged nature in response to a significant operational necessity. In such cases, claims are subject to the approval of the appropriate Branch Manager.

A member on standby is not entitled to claim compensation under this clause unless the call(s) meets the criteria for entitlement described above and is/are for a duration (or cumulative effect) of longer than one-half (1/2) hour.

**MCU Supervisors are otherwise compensated and are not entitled to claims under this clause.**

### **6.20 Standby Pay**

Where a member is required to standby between regularly scheduled shifts, such member shall be compensated at the rate of one (1) hour at straight time.

Where a member is required to standby during weekly leave, such member shall be compensated at the rate of three (3) hours at straight time for the time the member is required to standby in any



twenty-four (24) hour period or portion thereof (with the twenty-four (24) hour period commencing at the same time that the standby requirement is effective). For the purpose of this Section, weekly leave is deemed to have commenced at the conclusion of the member's last scheduled shift of their tour of duty.

If a member is called out while on standby, the member shall be compensated at the applicable overtime rate in addition to standby compensation.

A member on standby who fails to respond, which includes responding to calls and attending call out as required, will lose the standby entitlement.

### **6.21 Shortfall or Overpayment**

The Employer agrees that, should an Employee's pay cheque reflect a shortage as a result of an internal error, a cheque for the estimated difference shall be prepared within three (3) working days of the matter having been brought to the attention of the Employer; however, this Clause shall not apply where the shortage is for a period of five (5) hours or less. In such instance, the shortage shall be included on the next pay period.

Should an Employee's pay cheque reflect an overpayment as a result of an internal error, the monies shall be recouped on the next pay-cheque following the discovery of the overpayment. For amounts exceeding \$100.00, the Employer agrees that the overpayment shall be recouped over the following periods of time:

- (a) \$101-\$1000 – up to four (4) consecutive pay periods; or,
- (b) \$1,000 - \$2000 - up to six (6) consecutive pay periods; or,
- (c) \$2000+ - up to twelve (12) consecutive pay periods.

## **ARTICLE NO. 7 ANNUAL LEAVE AND STATUTORY HOLIDAYS**

### **7.1 Annual Leave**

Paid annual leave for all members covered by this agreement shall be as follows:

- (a) Members leaving the service in less than twelve (12) months from the date of appointment shall be granted annual leave pay in accordance with Part 7 of the Employment Standards Act.
- (b) In the first part calendar year of service: annual leave will be granted on the basis of one-twelfth (1/12) of eighty (80) hours for each month or portion of a month greater than one-half (1/2) worked by December 31.
- (c) During the second, up to and including, the seventh calendar year of service: one hundred and twenty (120) hours.



- (d) During the eighth (8<sup>th</sup>), up to and including, the fifteenth (15<sup>th</sup>) calendar year of service: one hundred and sixty (160) hours.
- (e) During the sixteenth (16<sup>th</sup>), up to and including, the twenty-second (22<sup>nd</sup>) calendar year of service: two hundred (200) hours.
- (f) During the twenty-third (23<sup>rd</sup>) and all subsequent calendar years of service: two hundred and forty (240) hours.
- (g) Members who leave the service after completion of twelve (12) consecutive months of employment shall receive annual leave for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their annual leave entitlement for that year for each month, or portion of a month, greater than one-half (1/2) worked to the date of termination.
- (h) Subject to the operational requirements of the Department, members shall select their annual leave dates by seniority, regardless of rank.
- (i) In all cases of termination of service for any reason, adjustment will be made for any overpayment of annual leave.
- (j) Members retiring on a municipal pension are entitled to annual leave as follows:
  - (i) If retiring prior to April 1, they receive half (0.5) of their allotted annual leave;
  - (ii) If retiring April 1 or later, they receive their full allotted annual leave.
  - (iii) If a member planning to retire submits a letter to the Chief Constable, indicating the date of retirement, the member may defer all or any portion of the annual leave entitlement of the year preceding retirement to the year of retirement.

## 7.2 Supplementary Annual Leave

Each member shall be entitled to forty (40) hours of supplementary annual leave in addition to the annual leave to which the member is entitled upon commencing the sixteenth (16<sup>th</sup>), twenty-first (21<sup>st</sup>), twenty-sixth (26<sup>th</sup>), thirty-first (31<sup>st</sup>), thirty-sixth (36<sup>th</sup>), and forty-first (41<sup>st</sup>) calendar year of service.

Each member shall become entitled to supplementary annual leave pursuant to this Article on the first (1<sup>st</sup>) day of January in the year in which the member qualifies for such supplementary annual leave.

Each member shall retain the supplementary annual leave entitlement notwithstanding that such member's employment is terminated prior to the end of the period to which the entitlement applies.

Members who are entitled to supplementary annual leave may schedule supplementary annual leave in a block of forty (40) hours of annual leave and such hours shall then be considered in all respects



as annual leave, or members may schedule such supplementary annual leave hours as compensating time off and such hours shall be considered in all respects as overtime leave.

It is the responsibility of the member to apply for and use supplementary annual leave in the year it is due.

### **7.3 Previous Police Experience**

- (a) Previous police experience as defined in Article 6.17 (g) will be recognized for the purpose of annual leave entitlement only; as a result, it is not recognized as seniority for selecting or scheduling annual leave dates or for retirement benefits.
- (b) Previous police experience as defined in this Article is for the purpose of determining annual leave entitlement only; as a result, it is not recognized as seniority for selecting or scheduling annual leave dates or for retirement benefits.

### **7.4 Statutory Holidays**

- (a) On January 1<sup>st</sup> of every year, based on the member's current assignment as of January 1<sup>st</sup> of that same year, all members will be credited with that year of Statutory Holiday Bank Time, in the case of members working the twelve (12) hour shift, thirteen (13) hours for every Statutory Holiday; in the case of members working the ten (10) or eight (8) hour shift, eleven and one half (11.5) hours for every Statutory Holiday.

No adjustments will be made if a member is transferred during the year and furthermore, this provision does not obligate the employer to make transfers at any particular time of the year.

However, members temporarily assigned or loaned to a unit that is not considered their permanent assignment shall receive Statutory Holiday Hour credits based on their substantive (permanent) assignment.

- (b) In recognition that members have been fully credited for all Statutory Holiday benefits, members required to work on Statutory Holidays will only receive their regular pay and any earned overtime in accordance with other provisions of this Collective Agreement. Conversely, members taking pre-approved leave on a Statutory Holiday will be debited only the number of hours of leave that were taken on that day.
- (c) A member working a ten (10) hour shift may not convert their Statutory Leave Bank into pay.
- (d) A member assigned to a twelve (12) hour shift, even if temporarily assigned to a ten (10) hour section, may convert a maximum of sixty (60) hours from their Statutory Leave Bank into pay in any calendar year. At the end of the calendar year, any remaining statutory leave hours will be automatically paid out, up to a maximum of sixty (60) hours paid out in total for that year.
- (e) In all cases of termination of service, for any reason, adjustment will be made by payment of unused hours or deduction of any overpayment of hours in the Statutory Leave Bank for



Statutory Holidays occurring up to and including the last day worked. Such deduction will be made on the member's final pay.

(f) For the purposes of this Article Statutory holidays shall be as follows:

- a) New Years' Day
- b) Family Day
- c) Good Friday
- d) Easter Monday
- e) Victoria Day
- f) Canada Day
- g) BC Day
- h) Labour Day
- i) National Day of Truth and Reconciliation
- j) Thanksgiving Day
- k) Remembrance Day
- l) Christmas Day
- m) Boxing Day
- n) Any other holiday enjoyed by Municipal employees, when proclaimed and approved by the Federal, Provincial, or Municipal Governments.

(g) Members on job share shall have their statutory leave and sick leave prorated to an equivalent percentage of full time hours of work.

**ARTICLE NO. 8 MEMBER BENEFITS**

**8.1 Uniform Issue**

- (a) Every new experienced uniformed member or recruit shall receive upon commencement of employment eight (8) shirts and four (4) pairs of pants.
- (b) Every new experienced member or recruit shall also receive upon commencement of employment: one (1) dress uniform (to be issued upon successful completion of the probation period), one (1) pair of boots, one (1) patrol jacket, one (1) pair of rain pants, one (1) winter parka, one (1) pair of gloves and two (2) ties.
- (c) All uniformed members shall maintain a serviceable uniform consisting of eight (8) shirts and four (4) pairs of pants. Replacement uniforms or equipment shall be issued on an as needed basis upon inspection of the worn/damaged article(s) by the member's supervisor, return of the article(s) and approval of the Branch OIC.

**8.2 Health Benefits**

The liability of the Employer under any benefit plan is limited to the premiums or portions of premiums related to the provision of benefit plans and the Employer is not the insurer if any plan carrier denies coverage and/or benefits, or for some other reason coverage is not extended.

(a) Extended Healthcare

The Employer agrees to pay seventy-five (75%) percent of the premium cost of the following Extended Healthcare Plan benefits:



Basic and extended health coverage for medical services – coverage is subject to a deductible of twenty-five dollars (\$25) per year with reimbursement of eighty percent (80%) of eligible expenses, one million dollars (\$1,000,000) lifetime overall maximum.

- (i) Vision care coverage to a maximum of four hundred dollars (\$400) per person per two (2) calendar years;
  - (ii) Eye exams to a maximum of one hundred dollars (\$100) per person per two (2) calendar years;
  - (iii) Hearing exams to a maximum of seventy-five dollars (\$75) per person per two (2) calendar years;
  - (iv) Hearing aids to a maximum of seven hundred dollars (\$700) per five (5) calendar years.
- (b) Professional Services
- (i) Physiotherapist to a maximum of one thousand dollars (\$1,000) per calendar year;
  - (ii) Naturopath to a maximum of two hundred and fifty dollars (\$250) per calendar year;
  - (iii) Chiropractic services to a maximum of one thousand dollars (\$1,000) per calendar year;
  - (iv) Massage Therapist to a maximum of one thousand dollars (\$1,000) per calendar year;
  - (v) Orthopedic shoes: custom-made (including repairs) and modifications to stock item footwear for members and their dependents when prescribed by a physician or podiatrist for congenital or post-traumatic foot problems (but excluding arch supports and other orthotic devices), to a calendar year maximum of two hundred dollars (\$200) for a dependent child and four hundred dollars (\$400) per adult covered by the plan;
  - (vi) Residential drug and alcohol abuse treatment program;
  - (vii) The employer will provide a pay-direct drug card for prescription drugs covering up to eighty percent (80%) of drug costs;



- (viii) Oral contraceptives will be included in the list of recognized prescription drugs;
- (ix) Ambulance charges in emergency circumstances;
- (x) Preventive immunizations:
  - Hepatitis (A and B, and combination such as Twinrix)
  - Influenza (via annual vaccination clinic)
  - Diphtheria Combinations
  - Hemophilus Influenzae B, Combinations
  - Human Papillomavirus (HPV)
  - Measles, combinations with Mumps and Rubella (MMR)
  - Pertussis (Whooping Cough)
  - Pneumococcus (Pneumonia)
  - Rota Virus
  - Tetanus
  - Varicella (Chicken Pox and Shingles)

(c) Dental

The Employer agrees to pay one hundred percent (100%) of the premium cost for Plan A and Plan B and seventy-five percent (75%) of the premium cost for Plan C.

- (i) Plan A - reimbursement of one hundred (100%) percent of approved schedule fees for basic dental services to a maximum of two thousand (\$2,000) dollars per year;
- (ii) Plan B - reimbursement of seventy (70%) percent of approved schedule fees for major restorative services to a maximum of two thousand (\$2,000) dollars per year;
- (iii) Plan C - reimbursement of sixty (60%) percent of approved schedule fees for orthodontic services to a maximum of four thousand dollars (\$4,000) per lifetime.

(d) Psychological Services

- (i) The Employer agrees to pay fifty (50%) of the premium cost for Psychological Services;
- (ii) Psychological services to a maximum of five thousand (\$5000) per family per calendar year;





- (iii) Psychological services may include the use of a Registered Psychologist or Registered Clinical Counsellor;
- (iv) Reimbursement of 100% of schedule fees.

(e) Health Benefits

The Employer agrees to pay one hundred percent (100%) of the premium costs per person for routine physical examinations through the employee's physician as follows:

- (i) Persons under the age of forty (40) years: once every twenty four (24) months unless considered to be in a higher risk group by a physician;
- (ii) Persons over the age of forty (40): once every twelve (12) months.

### 8.3 Life Insurance

The Employer agrees to pay one hundred percent (100%) of the premium cost for the Life Insurance Plan.

The benefit amount of the Life Insurance Plan is equal to two (2) times the members' annual earnings.

### 8.4 Accidental Death and Dismemberment

The Employer agrees to pay one hundred percent (100%) of the premium cost for the Accidental Death and Dismemberment Plan.

Accidental Death and Dismemberment principal sum equals two (2) times the member's annual earnings. For additional details of plan coverage refer to the Schedule of Losses in the benefit booklet.

### 8.5 Retirement - Municipal Pension

- (a) Members will be enrolled as contributors and covered by the provisions of the *Pension (Municipal) Act* on their date of hire.
- b) As Group 5 members of the Plan, members shall be covered by and subject to the rules established by the Municipal Pension Board and the Pension Corporation governing Group 5 participation.
- (c) Members retiring on municipal pension shall receive one (1) month's pay plus an additional week's pay for every five (5) years of Abbotsford Police service.
- (d) Members retiring on municipal pension shall be paid one half (1/2) of the sick leave hours then have accrued on the effective date of their retirement. The maximum payout shall be four hundred eighty (480) sick leave hours. A member who has accumulated less than two



hundred (200) sick leave hours shall not be entitled to be paid for sick leave hours upon retirement.

## **8.6 Sick Leave**

For the purposes of this Article “Sick Leave” includes, but is not limited to: any physical, mental, or psychological injury, or condition, that renders the member incapable of safely performing their duties.

All members covered by this agreement shall earn one hundred sixty (160) hours sick leave per year with regular pay in accordance with the following rules:

- (a) Effective upon hiring a member, the member will be advanced one hundred sixty (160) hours of Sick Leave. Sick Leave will accrue at the start of the second (2nd) year of employment. Members who utilize the Sick Leave advance are responsible for repayment to the employer in the event that they terminate employment.
- (b) Effective July 1, 2022, the Employer’s practice of crediting members’ sick banks with eighty (80) hours every January 1 and July 1 will cease and will be replaced with monthly sick leave accruals on the last day of each month.
- (c) Sick Leave may not be accumulated beyond 1200 hours.
- (d) A member shall not earn sick leave credits while using sick leave.
- (e) Any member who is claiming Sick Leave benefits may be required to produce a “medical report” verifying the member’s inability to carry out duties due to illness or injury.
- (f) Any member who is off duty sick or on WorkSafeBC benefits for more than one (1) week, shall contact their respective NCO, or the Staff Development NCO on a weekly basis and advise of the member’s medical condition and possible date of return to work, unless the doctor specifies duration of absence.
- (g) Notwithstanding any of the foregoing, the Employer may, at its discretion, grant further periods of Sick Leave in special circumstances.
- (h) Any member found guilty of abusing the Sick Leave provision contained in this agreement shall be subject to disciplinary action not only by the Employer, but also by the Association.
- (i) The Employer and Association agree that the Department’s ability to provide an exceptional level of service to the public is positively affected by the commitment of all members to consistently attend work. The Employer and Association also agree that the health of the Department’s members is of primary importance and that a member who is consistently absent from work should be offered reasonable assistance to overcome any problems causing such absences.



- (j) Third Party Liability – Should a member receive Sick Leave through the Employer as a result of an accident and they subsequently receive a wage loss settlement from ICBC or any third party insurer covering the same period, the amount by which the Sick Leave benefits cause the total replacement income to exceed the member's regular earnings shall be reimbursed to the Employer. A member will be required to sign an agreement agreeing to reimburse the Employer under this article when commencing the sick leave.

The member's Sick Leave balance will be replenished by the amount returned to the Employer. (Amount Returned to the Employer/Hourly Rate = Hours Returned to Bank)

- (k) Critical Incident Stress

- (i) In the event a member has experienced a critical incident while on duty, the member may, at the unit supervisor's discretion, be released from duty for the balance of the shift, with pay;
- (ii) The Employer will provide critical incident stress debriefing/ defusing to members as required; and
- (iii) Members requiring critical incident stress.

## 8.7 Workers' Compensation

- (a) Subject to paragraph (c), where a member 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 therefore under the Workers' Compensation Act, the member shall not be entitled to use sick leave credits for time lost by reason of such disability.
- (b) When a member is in receipt of an approved WorkSafe B.C. claim as result of a disability, the Employer shall, on regular paydays, advance to that member an amount which as closely as mathematically possible approximates his "normal net take-home" pay after normal deductions on behalf of the member for Unemployment Insurance, Canada Pension Plan, Superannuation, and the member's share of benefit coverage; and in return, the member shall turn over to the Employer all monies received from WorkSafe B.C. in respect to such injury. In addition, the Employer shall continue to pay its normal share of cost of Employment Insurance, Canada Pension Plan, Superannuation, and the member's benefit coverage.

Income tax shall not be calculated and deducted on behalf of members covered by this provision, except on the amount by which a member's normal gross salary exceeds the WorkSafe B.C. maximum insurable earnings.

This provision shall apply until the member returns to active employment, the status of WorkSafe B.C. payment changes to a disability pension or some other WorkSafe B.C. settlement, or the claim is no longer approved by the WorkSafe B.C. whichever occurs first. This provision does not apply in cases of total and permanent disability or death.



For the purpose of this provision, the term “normal take-home pay” which the Employer agrees to approximate in the first paragraph above shall be considered as the normal amount of the member’s gross basic salary at the time of the disability, but excluding other forms of compensation, such as but not limited to: shift differential, acting rank pay, allowances, court time and overtime, less amounts normally deducted from such remuneration for Employment Insurance, Canada Pension Plan and Income Tax, and other statutory deductions, and also less such other deductions as are required to be made pursuant to the Collective Agreement in respect to the member’s share of the cost of benefits such as, but not limited to, medical, dental, extended health, and superannuation.

- (c) If a member is incapacitated by reason of a disability which has been ruled eligible for Workers’ Compensation benefits, and if as a result of such disability the member is engaged in civil litigation for the purpose of recovering lost wages or benefits, the Employer will permit a member to use sick leave credits notwithstanding paragraph (a) of this Article.
- (d) Paragraph (c) above is subject to the member entering into an agreement with the Employer, agreeing to repay to the Employer at the conclusion of the civil proceedings any sick leave benefits used.
- (e) Upon the Employer receiving the amount of repayment under paragraph (d), it shall credit the member in the amount so repaid.

### **8.8 Compassionate Leave**

- (a) If required by individual circumstances, a member shall be granted up to four (4) working shifts without loss of pay in the event of a death in the member’s immediate family.
- (b) Where the burial occurs outside the Province an additional two working shifts may be granted with the permission of the Chief Constable.
- (c) The Chief Constable may grant up to two (2) working shifts without loss of pay in the event of a death of a family member other than one covered by subsection (a).
- (d) Upon application to, and upon receiving approval from the Chief Constable, a member may be granted leave of up to one-half (1/2) working shift without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by subsection (a).

### **8.9 Family Leave**

- (a) Where it is necessary for a member to provide for the needs of a sick member of his/ her immediate family, the member shall be entitled, after notifying his/ her supervisor, to use a maximum of six (6) sick leave days per year. A “day” under this provision shall be the same number of hours of a working day based on the member’s current assignment.
- (b) Birthing/Adoption Leave - A member shall be entitled to one (1) day birthing/adoption leave, with full pay and benefits, to attend to the needs directly related to the birth or the adoption of the member’s child, provided such day falls on the member’s regular work day.



## **8.10 Maternity and Parental Leave – Supplemental Employment Benefit (SEB) Plan**

### **1. Purpose**

- a) The SEB Plan is intended to supplement the Employment Insurance benefits received by members while they are temporarily unable to work as a result of giving birth ('birth mother') and for members that are the 'non-birth parent', which includes adoptive parents.

### **2. Eligibility**

- a) Members who are entitled to Maternity and/or Parental Leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEB Plan payments provided the following conditions are satisfied:
  - i) The member is a permanent, full-time member who has completed their probationary period;
  - ii) The member will provide written notice, at least four (4) weeks in advance of the intended commencement date of the maternity and/or parental leave. In the case of adoption of a child, the member will provide as much notice as possible;
  - iii) The member guarantees in writing that they will return to permanent, full-time employment;
  - iv) The member enters into a written agreement with the Employer, and signs a promissory note, agreeing to repay to the Employer any payments made under this Article if they do not return to permanent, full-time employment; and
  - (v) The member gives the Employer thirty (30) days advance notice of their return to work.
- b) Subject to the approval of the Employment Insurance Commission, parents 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 SEB Plan payments.
- c) The SEB Plan meets the requirements of Section 38 of the Employment Insurance Regulations so that, when combined with the member's weekly Employment Insurance benefit, the payment will not exceed the member's normal weekly earnings from employment and the member's accumulated leave credits will not be reduced.
- d) Income tax rules or regulations may require a payback of Employment Insurance earnings depending on the tax rules in effect at the time the member is receiving benefits. The Employer under no circumstances will be responsible for any pay back(s) arising from changes to, or the application of, tax regulations.
- e) Under the SEB Plan the Employer does not guarantee any specific level of earnings, but rather is only liable for the payment of the benefit as described in 8.10 (3).



### 3. SEB Plan Payments

- a) The SEB Plan payment is based on the difference between the Employment Insurance benefit plus any earnings received by a member as follows:
  - (i) With respect to Maternity Leave the Employer and the Association agree that the SEB Plan payments will be paid for a period of up to seventeen (17) weeks, which includes the one (1) week Employment Insurance waiting period, at the rate of ninety-five percent (95%) of the member's gross weekly earnings;
  - (ii) With respect to Parental Leave, the Employer and the Association agree that the SEB Plan payments will be paid to the 'birth mother' for a period up to thirty-five (35) weeks, as per EI's standard parental benefit period, at the rate of ninety-five percent (95%) of the member's gross weekly earnings;
  - (iii) With respect to Parental Leave, the Employer and the Association agree that the SEB Plan payments will be paid to the 'non-birth parent', which includes adoptive parents, for a period up to seventeen (17) weeks at the rate of sixty percent (60%) of the member's gross weekly earnings; and
  - (iv) The weeks of SEB Plan payments with respect to any single birth or adoption will not exceed a total of thirty-five (35) weeks for both the 'birth mother' and 'non-birth parent' when both members are from the same familial unit.

### 4. Benefits

- a) All benefits will continue uninterrupted during the period of time the member is on Maternity and/or Parental Leave, provided the member makes arrangements prior to commencing leave to pay their share of the benefit premiums for that period according to the cost-sharing arrangement; and
- b) Pension contributions cease during the period of the leave. Upon returning to work, the member may purchase service for the period of the leave pursuant to the Municipal Pension Plan Rules.

### 8.11 Medical Reports

- (a) Members shall be reimbursed for the cost of medical certificates, reports, or forms required by the employer.
- (b) Members shall not be compensated for time required to undergo medical examinations.
- (c) Notwithstanding section 8.7(b) above a member who is required by a medical practitioner to attend, while off duty, at a medical facility for initial treatment of and/or testing arising out of potential job-related exposure to hazardous substances or serious infectious disease, shall be compensated at straight-time pay for time required for such attendance to a maximum of six (6) hours.



## ARTICLE NO. 9 DEATH BENEFIT

### 9.1 Definitions

For the purposes of this Article, 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 the member for the class of position regularly held by the member at the date of his death in accordance with the scale of remuneration set out in Schedule “A” to the Collective Agreement between the Employer and the Association under which the deceased member was bound on such date, and any subsequent amendments to or renewals of such Collective Agreement made by the Employer and the Association from time to time under which the deceased member would have been bound had the member not died but had continued to be employed in the same class of position;

For the purposes of this definition, employment in an acting or temporary senior capacity is not deemed to be the member’s regular class of position, and when computing the regular monthly rate of pay of the member, overtime rates of pay, shift differential, and other premium payments, pay, allowances, or benefits shall not be included;

“Widow” or “Widower” means the surviving dependent spouse of a member who was wholly or partially dependent upon the member’s earnings at the time of death;

“Child” means: (a) a child under the age of eighteen (18) years, including a child of the deceased member yet unborn; (b) an invalid child of any age; and (c) a child under the age of twenty one (21) years who is regularly attending an academic, technical, or vocational place of education;

“Dependent” means a widow, dependent widower, common-law spouse, or child of a member who was wholly or partially dependent upon the member’s earnings at the time of death;

“Federal Benefits” means benefits payable under the Canada Pension Plan and to which the dependents or any of them are entitled as a result of the death, together with any benefits to which the dependent spouse is or becomes entitled under the Canada Pension Plan as a result of having retired or reached retirement age;

“Invalid Child” means a child who is physically or mentally incapable of earning a living.

### 9.2 Benefit

If a member is killed while performing duties as a police officer on a regular tour of duty or otherwise, the member’s widow or widower shall be paid the full pay which such member would have been paid under this agreement or any subsequent agreement, had the member not been killed. Such payment to continue until such time as the widow or widower re-marries or until the date that



the deceased member would have turned sixty (60) years of age, whichever date shall first occur, provided:

- (a) If a deceased member's widow or widower should die while being entitled to the above benefits and if there are dependent children of the marriage, or if there is no surviving widow or widower but there are dependent children, then the estate of the deceased member would retain the benefits described above and administer that benefit in a fair and equitable manner pursuant to the terms of any will of the deceased member or in accordance with the direction of a court of competent jurisdiction until such time as the youngest child of the deceased member no longer qualifies as a dependent; and that
- (b) It being understood that any Workers' Compensation Pension or other pension or annuity not personally contracted for by the deceased or the member's widow or widower, or the deceased's family, or a Criminal Injury Compensation award that is paid or awarded by reason of the member's death shall, upon being paid or awarded, be paid or assigned to the Employer; and that
- (c) Where a member has lived with and contributed to the support and maintenance of a common law spouse and
  - (i) Where the member and the common law spouse have no children, for a period of three (3) years; or
  - (ii) Where the member and the common law spouse have children, for a period of one (1) year,

Immediately preceding the death of the member and where the member does not leave a dependent widow or widower, the Employer may pay the compensation to which the dependent widow or widower would have been entitled under this Article to the common law spouse.

#### **ARTICLE NO. 10 ABSENCE FROM DUTY OF ASSOCIATION OFFICIALS**

- (a) At the discretion of the Chief Constable, any member of the Association appointed to attend any convention on behalf of the Association shall be granted leave of absence without pay. Any executive member of the Association shall be granted time off to attend meetings of the organization at the discretion of the Chief Constable.
- (b) The Association agrees, from time to time and whenever so requested, to furnish the Employer with a current list of the members of the Association.
- (c) Association Executive members may perform work from time to time on Association business or projects of mutual interest to both the employer and Association Executive during normal duty hours.

The Association shall compensate the Employer for all such time worked by Association Executive members during normal duty hours at a rate of one hundred percent (100%) of the Executive member's salary, plus the factor currently used by the Employer to assess member benefits.





The Association Executive Member shall apply in advance to the Chief Constable to take time off to work on Association business. These requests shall generally be limited to a maximum of two (2) days per month, and shall be subject to the operational requirements of the Abbotsford Police Department.

## ARTICLE NO. 11 GRIEVANCE PROCEDURE

- (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 Committee. 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 appropriate Branch Manager within twenty one (21) calendar days following the occurrence giving rise to the grievance or, within twenty one (21) days from the time the griever or their agent should reasonably have known of the occurrence. The Branch Manager will arrange for the member, the appropriate manager or supervisor to meet and attempt resolution. The member may be accompanied by an APA representative.
  - (ii) Should the Branch Manager be unable to settle the matter within twenty one (21) calendar days, the grievance shall be submitted to the Chief Constable.
  - (iii) Step Two - Should the Chief Constable be unable to resolve the grievance within twenty one (21) days the grievance shall be submitted to the Employer.
  - (iv) Step Three - The Employer and the aggrieved member, the Grievance Committee of the Association and/or the Bargaining Representatives of the Association shall meet within twenty one (21) days of receipt of the grievance from the Chief Constable and make every effort to resolve the grievance.
  - (v) Step Four - Should no resolution be reached under paragraph (iv) within twenty one (21) days, or within such further period as may be agreed upon, the party pursuing the grievance shall notify the other party in writing of:
    - (a) Its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both parties; should the other party not agree to submit the dispute to a single arbitrator, each party shall have seven days to name its appointee pursuant to (b) below;



- (b) The name of its appointee to an arbitration board; within seven (7) days thereafter the other party shall indicate the name of its appointee to the arbitration board; the two (2) appointees shall then confer to select an impartial chairperson.
  
- (vi) If the recipient of the notice to pursue the grievance fails to concur in the appointment of a single arbitrator, or the two (2) appointees fail to agree on a chairperson within seven (7) days of their appointment, the appointment of a single arbitrator or chairman, as the case may be, shall be made by the Minister of Labour of British Columbia. The finding of the single arbitrator or arbitration board shall be final and binding on the parties to the Collective Agreement and all other persons bound by it.

## **ARTICLE NO. 12 REDUCTION OF THE WORK FORCE, LAY-OFF**

### **12.1 Definition**

For the purposes of Article 12, “lay-off” means the temporary or permanent termination of employment of a member as a result of the Employer’s decision to reduce the work force.

### **12.2 Notification of Association**

Where the Employer determines that it is necessary to reduce the work force in such a manner that one (1) or more lay-offs will occur, it shall notify the Association thirty (30) calendar days in advance of the effective date of such decision, including a determination of how many members in each rank are to be affected by reduction in rank and how many members are to be laid off.

### **12.3 Notification of Members**

Where the Employer determines that it is necessary to reduce the work force in such a manner that one or more lay-offs will occur, it shall notify each member to be laid off or reduced in rank thirty (30) calendar days in advance of the effective date of such decision.

### **12.4 Reduction in Rank**

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



## **12.5 Lay-off**

- (a) Members shall be laid off in the order of reverse seniority.
- (b) Medical and Dental coverage for laid off members shall cease as of the last day of the month during which the lay-off commenced. All other benefits shall cease on the day of the lay-off.
- (c) At least five (5) working days prior to the effective date of lay-off, the member will be required to elect, in writing, to avail himself or herself of the procedures set forth in Article 12.6, Recall, OR Article 12.7, Compensation. If the member fails to make such election within the specified period, the member shall be deemed to have elected compensation pursuant to Article 12.7.

## **12.6 Recall**

The following shall apply only to laid off members who have elected this process pursuant to paragraph (c) of Article 12.5.

- (a) No new members shall be hired following a lay-off until those members who were laid off have been given a reasonable opportunity of recall as detailed below.
- (b) Subject to the provisions below, laid off members shall be recalled in order of seniority, and shall retain their right to be recalled for three (3) years immediately following the date of lay-off.
- (c) Laid off members 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 member, the Employer shall advise the member by double registered letter directed to the latest mailing address provided by the member, and shall also advise the Association by copy of such letter.
- (e) A laid off member who does not respond within seven (7) calendar days of the initial attempt of the Employer to contact the member, shall have no further right to recall under this Article.
- (f) Upon making contact with a laid off member as outlined in paragraph (d) above, the Employer shall notify the member of the time and place for reporting to work, providing that the Employer shall, on request, allow the member to report to work up to fourteen (14) days from the date of the Employer's initial attempt to contact the member, or at the discretion of the Employer whose approval shall not be unreasonably withheld, up to an additional fourteen (14) days.
- (g) A laid off member who refuses to or does not report to work at the time and place as determined in paragraph (f) above, shall have no further right to recall under this Article.



- (h) Nothing in this Article shall prohibit a member who has forfeited rights to recall from applying for vacancies (following such time as all eligible laid off members have been given a reasonable opportunity of recall) and being appointed in accordance with the provisions of the Collective Agreement.

### **12.7 Compensation**

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

- (a) For the purpose of paragraph (b) below only:  
  
“Day’s Pay” means a laid off member’s straight time hourly classified rate of pay, excluding all premium pay, times eight (8) normal daily hours.
- (b) Laid off members shall be entitled to compensation of three (3) days’ pay for each year of continuous service up to, and including, five (5) years of continuous service. After six (6) years of continuous service, the laid off member shall be entitled to thirty (30) days’ pay plus five (5) days’ pay for each additional complete year up to a maximum of ninety (90) days’ pay.
- (c) Members who elect, or are deemed to have elected, compensation pursuant to paragraph (c) of Article 12.5 shall be considered terminated on the effective date of lay-off.



The Abbotsford Police Board and Abbotsford Police Association



This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all the proper and necessary places, and wherever the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require, and where a party is more than one person, all covenants shall be deemed to be joint and several.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED ON BEHALF OF THE  
ABBOTSFORD POLICE BOARD  
(PARTY OF THE FIRST PART)

SIGNED ON BEHALF OF THE  
POLICE ASSOCIATION, LOCAL NO. 7  
(PARTY OF THE SECOND PART)

Mike Welte  
Police Board Member

Corrie Haines  
President

Randy Millard  
Director, Finance & Budget

Pat Dyck  
Vice President

Patricia La Framboise-Lo  
Director, Human Resources

Randy Riehl  
Treasurer

Paulette Freill  
Deputy Chief Constable, Administration

Alex Wood  
Director

September 1, 2022

Date

Andre Poulin  
Director

September 7, 2022

Date



**Letter of Understanding No. 1  
12-Hour Shift Schedule**

The Employer and the Association agree to continue the 12-hour shift schedule for Patrol Staff. The terms and conditions of the existing Agreement shall be modified as necessary to accommodate the 12-hour shift as stated hereunder.

1. The basic concept of the 12-hour shift is that the shift schedule change shall not result in increased cost to the Employer, nor any loss of normal earnings to the members. It is accepted by the Association that some reduction in overtime or other premium cost to the Employer may result. Conversion of cost factors from 8-hour to 12-hour shifts or benefits based on the working period are to be made so that there will be no increase in costs to the Employer and no loss to the members in these conversions.
2. The parties agree that the 12-Hour Shift schedule applicable to the Patrol shall have the following features:
  - (a) Shifts shall be twelve (12) continuous hours in length.
  - (b) Shift times shall be determined as follows:
    - (i) There shall be three standard shifts:

Day Shift:	07:00 to 19:00 hrs.
Afternoon Shift:	15:00 to 03:00 hrs.
Night Shift:	19:00 to 07:00 hrs.
    - (ii) Management shall have the right to change a member's shift as follows:

Day Shift – Start time may be advanced by a maximum of two (2) hours or delayed a maximum of three (3) hours.

Afternoon Shift – Start time may be advanced by a maximum of two (2) hours or delayed a maximum of three (3) hours.

Night Shift – Start time may be advanced by a maximum of three (3) hours or delayed by a maximum of two (2) hours.

Members must be given twenty-four (24) hours' notice prior to the start of a changed shift and there must be at least eight (8) consecutive hours between shifts. No notice is required upon voluntary agreement by the member.
    - (iii) The Patrol Branch OIC may advance or retard start times for any member without penalty for up to two (2) hours in either direction of the scheduled start time in the case of unusual operations requirements.
    - (iv) Members shall work two (2) day shifts followed by two (2) night shifts, followed by four (4) days off.



3. The work week shall average forty two (42) hours in length as follows:
4. Shift Differential - as per Article 6.7 of the Collective Agreement.
5. Extended Tour - All extended tour of duty provisions of the contract would commence at the completion of the 12-hour shift.
6. Court Time - Members attending court in any period between day shift and night shift will receive six (6) hours for the first (1<sup>st</sup>) session or the morning session and four (4) hours compensation for the second (2<sup>nd</sup>) session or the afternoon session of court. Members attending court between night shifts will receive six (6) hours for the first (1<sup>st</sup>) session or the morning session and six (6) hours for the second (2<sup>nd</sup>) session or the afternoon session. If a member between night shifts attends both a morning and afternoon court session, the member will be required to take the upcoming night shift off.
7. Lunch Breaks - Shall consist of two thirty five (35) minute paid meal breaks, as well as two (2) fifteen (15) minute coffee breaks in each 12-hour shift.
8. Courses, etc. - Members working the 12-hour shift who are required to attend courses, workshops, etc., shall attend on the basis of an eight (8) hour day and this shall not be a cost factor to the Employer, nor shall the member suffer a loss.
9. Joint Committee
  - (a) A joint committee shall be established consisting of two (2) representatives from Management and two (2) representatives from the Association. This joint committee shall have the purpose of reviewing the operation of the shift schedules contained in this Letter of Understanding on an ongoing basis, and shall also have authority to decide whether or not there existed unusual operational requirements as referred to in paragraph (iii) of subsection 2(b).
  - (b) In the event that the joint committee cannot agree whether there existed unusual operational requirements, the Association may refer the matter to Arbitration for resolution. The Arbitration Board shall determine whether unusual operational circumstances existed. If the determination is that unusual operational circumstances did not exist, the Arbitration Board shall assess and award compensation to members affected pursuant to the call-out provisions of the Collective Agreement.
  - (c) During the balance of this Collective Agreement, the parties will utilize the joint committee to establish the most effective schedule to meet the policing requirements of Abbotsford in conjunction with personnel requirements. Should that not be achieved, this Letter of Understanding will be the subject of negotiations to achieve the most effective schedule.

*The Abbotsford Police Union and the Employer agree to establish a committee to discuss modifications to the 12 Hour Letter of Understanding to permit twelve (12) hour shifting modules other than two (2) day shifts followed by two (2) night shifts. The committee shall complete its work within eight (8) months of ratification.*

*The Abbotsford Police Board agrees that contemplated changes to the 12-hour LOU #1 do not include a shift schedule consisting of four consecutive night shifts.*



**Letter of Understanding No. 2  
10-Hour Shift Schedule**

The Employer and the Association agree to continue the 10-hour shift schedule for all members not working on the 12-hour shift, except that the Chief Constable may require the following, who are not assigned to Patrol, to work on the eight-hour shift:

- Sergeants;
- Youth Squad officers;
- Members attached to a special assignment.

The terms and conditions of the existing Agreement shall be modified as necessary to accommodate the 10-hour shift as stated hereunder.

1. The basic concept of the 10-hour shift is that the shift schedule change shall not result in increased costs to the Employer, nor any loss of normal earnings to the members. It is accepted by the Association that some reduction in overtime or other premium cost to the Employer may result. Conversion of cost factors from eight (8) hour to ten (10) hour shifts or benefits based on the working period are to be made so that there will be no increase in costs to the Employer and no loss to the members in these conversions. For example, three week vacation shall equal one hundred twenty (120) hours, eleven (11) statutory holidays shall equal eighty eight (88) hours, and a day of earned sick leave would equal eight (8) hours.
2. Where applicable, the 10-hour shift shall have the following features:
  - (a) Shift shall be ten (10) consecutive hours in length.
  - (b) Shift times shall be determined as follows:
    - (i) There shall be three standard shifts:
 

Day shift:	0700 to 1700/0800 to 1800
	0900 to 1900
Afternoon shift:	1400 to 2400
Night shift:	1800 to 0400
    - (ii) Management shall have the right to change a member's shift to anytime within the calendar day that the shift was scheduled to commence, with forty-eight (48) hours' notice, providing that there is a least eight (8) consecutive hours between shifts; or, without notice upon voluntary agreement by the involved member.
    - (iii) The Branch Manager may advance or retard start times for any member without penalty, for three (3) hours in either direction of the scheduled start time in case of unusual operational requirements.

Notwithstanding the above, members shall not be required to commence shifts prior to 1700 hours or after 2000 hours except by mutual agreement.





- (c) Shift schedules, identifying scheduled weekly leave and shifts, shall be posted at least three (3) months in advance and shall be determined as follows:
- (i) A member shall work no more than forty (40) consecutive hours in a one (1) week period. A “one-week period” refers to a standard week of seven (7) consecutive days, commencing on Monday and ending on the following Sunday.
  - (ii) The forty (40) consecutive hours shall consist of four (4) consecutive ten (10) hour shifts, known as a forty (40) hour block.
  - (iii) After working a forty (40) hour block, a member shall receive at least twenty four (24) consecutive hours of weekly leave.
  - (iv) After a shift schedule has been posted, the shifts are subject to change only as outlined in Section 2(b) above.
  - (v) Because weekly leave is affected, after a shift schedule has been posted the forty (40) hour block, it may not be changed. Notwithstanding, if all the provisions in subsections (a), (b), and (c) of this Section are met and the forty (40) hour block is not adjusted for the purpose of controlling court overtime costs or adjusted in a manner that would interfere with the involved member's scheduled annual leave, the forty (40) hour block may be adjusted within a one (1) week period under the following conditions:
    - a. A member voluntarily agrees to adjust his forty (40) hour block; or
    - b. In the case of a serious and urgent operational requirement, with three (3) calendar days’ notice; or, without notice upon voluntary agreement by the involved member; or
    - c. In the case of a major criminal investigation, with one (1) calendar day advance notice; or, without notice upon voluntary agreement by the involved member.

### 3. Shift Differential

Shift Differential will be as per Article 6.7 of the Collective Agreement.

### 4. Extended Tour

All extended tours of duty provisions of the Collective Agreement would commence at the completion of the ten (10) hour shift, in accordance with Article 6.9 of the Collective Agreement.



5. Court Time Schedule

Overtime for attendance of members for court, while not on duty, shall be in accordance with Article 6.11 of the Collective Agreement.

6. Lunch Breaks

Breaks shall consist of two paid fifteen (15) minute coffee breaks, and one paid fifty (50) minute lunch break for each ten (10) hour shift.

7. Courses, etc.

Members working the (10) hour shift who are required to attend courses, workshops, etc., shall attend on the basis of an eight-hour day and this shall not be a cost factor to the Employer, nor shall the member suffer loss.

8. Joint Committee

- (a) A joint committee shall be established (it may be the same committee established under the provisions of the Letter of Understanding governing the twelve (12) hour shift) consisting of two (2) representatives from Management and two (2) representatives from the Association. This joint committee shall have the purpose of reviewing the operation of the shift schedule contained in this Letter of Understanding on an ongoing basis and shall also have authority to decide whether or not there existed an “unusual operational requirement”, a “serious and urgent operational requirement”, a “major criminal investigation”, or a “voluntary agreement”.
- (a) In the event that the joint committee cannot agree whether there existed an “unusual operational requirement”, a “serious and urgent operational requirement”, a “major criminal investigation”, or a “voluntary agreement”, either party may refer the matter to one person Arbitration for resolution.
- (b) During the balance of this Collective Agreement, the parties will utilize the joint committee to establish the most effective schedule to meet the policing requirements of Abbotsford in conjunction with personnel requirements. Should that not be achieved, this Letter of Understanding will be the subject of negotiations to achieve the most effective schedule.



### **Letter of Understanding No. 3 Job Sharing**

The APD recognizes that it is important to support work life balance and the needs of employees as they relate to work-family obligations, morale, education, and commitment to the department. In consideration of these issues, the following Job Share agreement has been established.

Job sharing is intended to provide temporary, time limited accommodation for members with challenges associated with childcare, maternity/paternity, family complications, health problems, and special education leaves. It is not intended to provide permanent part-time employment.

#### **1. General**

Where a member who is a First (1<sup>st</sup>) Class Constable and occupies a regular full-time position wishes to share a position with another member of the same qualifications, and has received formal approval from the Chief Constable (or designate of the Chief Constable) and the Association, the member shall be entitled to do so in accordance with the provisions of this Letter of Understanding.

The parties recognize that on some occasions job share partners may not be available to a member wishing to share a position. While the intention of the job share program is for two members to share one full time position, the parties recognize that in some instances it is to the mutual benefit of both the requesting member and the Department to grant job share arrangements in the absence of a job share partner.

The application procedure for a member who wishes to job share without a job share partner shall be as stipulated in 2.) Procedure

#### **2. Procedure**

- (a) The members wishing to job share shall first jointly apply, in writing, to the appropriate Management Officer, indicating the reason for the request, including the position and the shift where the job sharing will occur. Copies of this application shall be forwarded to the Director of Human Resources and the Association.
- (b) Both members contemplating the job sharing position must be qualified to perform the duties and responsibilities of the relevant position.
- (c) Where the members' application is approved by both the Chief Constable and the Association, the the Director of Human Resources shall provide each affected member with a letter covering the terms and conditions of the job sharing arrangement, as specified in this Letter of Understanding, which must be signed by both the Employer and the Association.
- (d) 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 (c) above.



- (e) Where the application to job share is denied, the Association or the Employer, as the case may be, shall notify, in writing, the interested parties and state the grounds, which must be reasonable. The Employer or Association may request a meeting to discuss the matter.

3. Duration

- (a) Each job sharing arrangement shall be for a period of one (1) year, unless extended or reduced by mutual agreement between the Employer and the Association.
- (b) Members who wish to extend or reduce their job sharing arrangement must make application as provided for in Section 2 above, and must provide thirty (30) days' notice to the Employer and the Association.
- (c) Upon the expiry or termination of the job sharing arrangement, provided a full-time position is available, the members involved shall revert to working their original positions on a full-time basis under the terms and conditions then applicable, unless some alternative job sharing arrangement has been approved in the interim.

4. Employee Status and Working Conditions

- (a) Members in a job sharing arrangement shall continue to maintain their original employee status during the period of time covered by the job sharing arrangement.
- (b) The general principles with respect to wage rates, employee benefit entitlement, and premium payments for members in job sharing arrangements are as follows:
  - (i) wages shall be paid in accordance with the ratio that the member's scheduled weekly hours bears to the full-time hours of the position being shared;
  - (ii) paid leave benefits, such as annual leave, statutory holidays, sick leave, etc., shall be earned on a proportionate basis in accordance with the ratio that the member's scheduled weekly hours bears to the full-time hours of the position being shared.
  - (iii) the member's share of the premium payments for health and welfare benefits, such as medical, extended health, dental, life insurance, etc., shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared.
  - (iv) a member approved for a job share arrangement shall be scheduled to work on average, twenty (22) hours during a work week. Members in a job share arrangement may elect to cover additional shifts above their normal working hours. It is agreed that members who elect to cover additional shifts or callouts will be granted the lowest priority in the award of the shift. A member who elects to work additional shifts or callouts shall be compensated in payonly, not banked in time. Any mandated overtime including extended tours of duty or court time, may be banked in leave.



- (v) Overtime for callouts shall only be paid when members in a job sharing arrangement have worked more than forty (40) hours in the relevant work week. A work week is each Saturday to Friday period. Overtime for an extended tour shall be paid in a manner consistent with Article 6.9 Extended Tour of Duty.
- (c) In accordance with the general principles outlined in Section 4, paragraph (b) above, except as otherwise provided herein, the following shall apply to members engaged in job sharing:

- (i) Vacation Entitlement

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

- (ii) Supplementary Vacation

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

- (iii) Statutory Holidays

Statutory holiday entitlement (time off or pay) for members participating in a job sharing arrangement shall be based on the one position being shared. As a result, only the member who is scheduled to work on a statutory holiday will be eligible for overtime premiums. If the members are not scheduled to work, entitlement for the one (1) position shall be equally shared.

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

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

- (v) Sick Leave

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



(vi) Municipal Pension Plan

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

(vii) Pregnancy/Parental Leave

Members on job share and including when they are on Pregnancy/Parental leave shall have their statutory leave and sick leave prorated to an equivalent percentage of full time hours of work.

(viii) Compassionate Leave

The relevant provisions contained in the Collective Agreement shall apply to members participating in a job sharing arrangement, except that, unless otherwise authorized by the Chief Constable, the maximum paid leave to be granted such members will be two working days.

(ix) Association Dues

Members participating in a job sharing arrangement are not entitled to a reduced rate, and shall pay Association dues as if they were working full-time.

5. Application of Special Allowances

Special allowances specified in the Collective Agreement shall apply to members participating in a job sharing arrangement, except that they, if applicable, shall accrue on a prorated basis in accordance with the ratio that the member's scheduled weekly hours of work bears to the full-time hours of the position being shared.

6. Application of Overtime

All overtime provisions of the Collective Agreement shall apply, including extended tours of duty, call-outs, and disaster call-outs, except that for court time on weekly leave, the member will only be entitled to four (4) hours for a morning session and four (4) hours for an afternoon session.

7. Disagreement of Application of Letter of Understanding

Any disagreement regarding the application of this Letter of Understanding shall first be referred to a joint labour-management committee in order to attempt to resolve the point of disagreement. Should the joint committee fail to resolve the disagreement, the grievance procedures set out in the Collective Agreement shall apply.



8. Termination of Letter of Understanding

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.



**Letter of Understanding No. 4  
Negative Sick Bank Balances**

The parties have agreed that the sick bank provisions are adequate; however, they recognize that in some instances, members will need assistance. To address these unique situations, the parties agree to the following principles:

1. To be eligible for this program, the illness or injury must be of a serious nature. The intent of this program is not to cover people who are suffering from day to day sickness.
2. It is the intention of the parties to assist employees in reaching LTD without a loss in benefits.
3. The Association agrees to indemnify the Employer in cases where employees who are in a negative balance are either unable to return to work, leave the organization while still owing the Employer money, or fail to meet the repayment schedule.
4. The member and the Association will sign a promissory note agreeing to repay the Employer.
5. The maximum negative balance allowed will be seventy two (72) days. It is understood that this maximum will only be agreed to in extenuating circumstances.
6. Upon return to work, the member will agree to a repayment schedule not to exceed more than eighteen (18) months in length.





**Letter of Understanding No. 5  
Pre-Recruit Constable**

The Employer and the Association have agreed to the creation of a Pre-Recruit Constable classification. It is the intention of the parties that this classification will enhance the Department's ability to attract new recruits and also provide the opportunity to observe and evaluate them prior to making further investment in their training and development.

Pre-Recruit Constables shall receive the rate of pay set out in this Collective Agreement and will receive benefits of statutory declaration only. The number of Pre-Recruit Constables employed at any time will be limited to the number of available seats the Employer has scheduled at the Academy.

Scheduling will be done in accordance with the operational needs of the department. As part of the Pre-Recruit's development, they shall be assigned to various duties and schedules throughout the department and the rules set out in the Collective Agreement with respect to hours of work shall apply.

Pre-Recruit Constables will be hired on a term basis and will have their employment terminated at either the conclusion of the term or earlier in the event the Employer finds them to be unsuitable. Employment terms will be for a maximum of six (6) months unless otherwise agreed between the parties.

While employed, Pre-Recruit Constables will not accumulate seniority.



**Letter of Understanding No. 6  
Limited Duty Police Officers**

The parties agreed to implement a new classification of limited duty Police Officers. Limited duty officers will be used for the following purposes:

1. Accommodation of employees who are unable to find job share partners – subject to operational requirements
2. Vacation/leave coverage
3. Special events
4. Peak periods
5. Special projects

The following principles will apply:

1. Limited duty positions will be used only within the Patrol division unless agreed otherwise for unique situations.
2. Limited duty members will not fill specialist positions unless specifically agreed to by the Parties.
3. Limited duty members will not fill supervisory roles unless specifically agreed to by the parties.
4. Benefits, vacation pay, vacation entitlement, rate increases, and seniority will be pro-rated in accordance with hours worked. Benefits will likely be paid as a percentage of earnings in lieu.
5. Current members wishing to take advantage of limited duty positions must wait until positions are posted.
6. Members in limited duty positions must wait until full-time positions become available in order to return to full-time status.
7. It is not the intention of the parties to use limited duty positions to deny members full-time jobs.
8. Limited duty members will be required to maintain the necessary training and certifications which the Employer will make available.



## **Letter of Understanding No. 7 Regular Duty & Special Event Callout Procedures**

The Employer and the Association have agreed to the creation of a callout protocol. It is the intention of the parties that these protocols formalize callout procedures with a view to ensuring equitable practices across all of the sections within the Department.

### General

Members who make themselves available for callouts will be selected based on those having accumulated the fewest number of overtime hours within a calendar year. If two (2) members have accumulated an equal number of overtime hours, the senior member will be selected for the callout. Where there is no urgency to identify the member(s) to work the callout, the callout will be posted for twenty four (24) hours before selecting the member(s).

### Regular Duty Callouts

Regular Duty callouts are defined as callouts where members perform the same operational duties to which they are regularly assigned. To ensure there is no detrimental effect to Patrol this will include any member who works regular uniformed duties being called out to backfill a Patrol shift. The accumulation of Regular Duty Callout hours are not tracked for the purposes of determining member selections for Special Event Callouts.

The accumulation of Regular Duty Callout hours should be tracked for the purposes of determining member selections for callouts relative to a specific branch of the Department. For example: uniformed members getting called out to backfill Patrol Shifts. Tracking these hours within the uniformed branches would be necessary to ensure a fair and equitable distribution of overtime hours for all uniformed members.

### Supervisors:

- When a callout arises to fill a supervisor's vacancy, the first available substantive or 'While so Employed' (WSE) supervisor in the rank being sought will be selected first.
- 'While so Employed' (WSE) supervisors can be called out as long as the nature of the work is consistent with the work they perform on a day to day basis in their WSE assignment.
- 'While so Employed' (WSE) supervisors are not eligible for callouts designated for Constables unless the callout is otherwise opened to other supervisors.

### Special Event Callouts

Special Event callouts are defined as callouts where members are required to perform extraordinary duties to which they are not regularly assigned. These include but are not limited to Airshow (except Bike Squad on grounds), Agrifair, parades, concerts, sporting events, PSIT inspections, etc. The accumulation of Special Event callout hours are tracked for the purposes of determining member selections based on the equitable disbursement of Special Event overtime hours available in a calendar year.

It is acknowledged by the parties that it may be in a member's best interests to spend their leave time away from the workplace however it is also recognized that members should be permitted to choose



how they spend their time off. Therefore members are permitted to work special event callouts when off on “pre-approved” leave.

Supervisors:

- A special event that calls for more than three (3) members will require that a Supervisor be assigned directly to the event. All other callouts will be supervised by the on-duty Senior Operations Supervisor unless otherwise stipulated.
- When there is a special event callout that requires a supervisor, the first available substantive or ‘While so Employed’ (WSE) supervisor will be selected based on having accumulated the fewest number of special event overtime hours within a calendar year.
- When there is a special event callout that requires a supervisor and no substantive or ‘While so Employed’ (WSE) supervisor is available, the most senior qualified member will be selected based on having accumulated the fewest number of special event overtime hours within a calendar year.
- When there is a special event callout that requires a supervisor and no substantive or ‘While so Employed’ (WSE) supervisor or qualified member is available, the most senior member will be selected based on having accumulated the fewest number of special event overtime hours within a calendar year.

Cancelling Callouts

Members cancelling a special event callout after having been selected must contact the Special Events Coordinator with at least seventy two (72) hours’ notice in order to avoid the overtime hours being accumulated against that member.

Members cancelling a special event callout within seventy two (72) hours of the event must contact the Special Events Coordinator, or in his/her absence the on-duty Communications NCO, however, the overtime hours will be considered to have been accumulated against that member. This includes callouts that are posted on short notice.



### **Letter of Understanding No. 8 Operational Support Officers**

The Employer and the Association agree that the Operational Support Officer (OSO) pilot program has been successful and provided value to the membership and department. As such, it is agreed that the OSO program is formally adopted. The maximum number of full time OSO positions shall be eight (8).

It is the intention of the parties that the positions within this classification will operate out of patrol but may assist other sections as required in the Abbotsford Police Department. The Employer agrees to discuss any expansion of job duties with the Association.

The Operational Support Officer classification will be used as a recruitment avenue through which the Department can draw from in the hiring process for full time members.

Operational Support Officers will be designated Special Constables as recognized by the BC Police Act and shall receive the rate of pay as per the Pre-recruit Constable/Ops Support Officer and full benefits as set out in this Collective Agreement.

Operational Support Officers will be hired on a full time, term basis and will be subject to an 18-month probationary period. As it is the intention that the OSO program will be used as a recruiting tool, Term employments will be three (3) years, with extensions negotiated with the Association. Operational Support Officers employed prior to the date of ratification will be grandfathered.

Employees covered within this Letter of Understanding shall be subject to layoff prior to any other member of the bargaining unit who is employed by the Abbotsford Police, regardless of seniority. The Employer will retain the right to eliminate vacant member positions without eliminating OSO positions.

