

2023

MEMORANDUM OF AGREEMENT

between the

CITY OF NEW WESTMINSTER

and the

NEW WESTMINSTER POLICE OFFICERS' ASSOCIATION

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

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2023 JANUARY 01 AND EXPIRING 2024 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2020-2022 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for two (2) years from 2023 January 01 to 2024 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. General Wage Increases

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

- (a) Effective 2023 January 01, all hourly rates of pay that were in effect on 2022 December 31st shall be increased by four and a half percent (4.50%). The new hourly rates shall be rounded to the nearest whole cent.

- (b) Effective 2024 January 01, all hourly rates of pay that were in effect on 2023 December 31st shall be increased by four and a half percent (4.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Retroactive payments arising from (a) and (b) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

4. Clause 5.1 – Hours of Work

The Employer and the Union agree to form a Joint Committee to agree upon a Letter of Understanding no later than December 31, 2024 relating to Hours of Work, Compressed Work Weeks, Court Time and Shift Scheduling with the purpose of updating the Collective Agreement to accurately reflect operating schedules.

5. Clause 5.12 – Re-employment of Former Members and Employment of New Members Formerly Employed by Another Police Agency

The Employer and the Union agree that, effective the date of ratification, Clause 5.12 (b) shall be amended to read as follows:

“Any member who leaves the Department and is subsequently re-employed after twelve (12) months will be restored to the rank held at the time they left the Department, but not higher than the rank of First Class Constable. The returning member may, at the discretion of the Chief Constable, receive recognition for some or all previous employment service with the Department, however such recognition of service shall be for determination of vacation entitlement and increment eligibility purposes only and not for other purposes include seniority. The member shall also be placed in a probationary status for six (6) months and the provisions of Clause 5.4 (b) to (e) shall apply subject to (d) to (f) below.”

6. Clause 6.5 – Shift Differential

The Employer and the Union agree that, effective the date of ratification, Clause 6.5 (a) shall be amended so that the shift differential is paid for hours worked from 1800-0600 rather than 1900-0700.

7. Clause 6.14 – Per Diems

The Employer and the Union agree to add Clause 6.14, effective the date of ratification, to read as follows:

“The Canadian Revenue Agency Travel Directive rates will apply to members while in travel status.”

8. Clause 7.6 – Supplementary Annual Leave

The Employer and the Union agree that, effective the date of ratification, Clause 7.6(a) shall be amended to read as follows:

“Each member will be entitled to forty (40) hours of supplementary annual leave, in addition to the annual leave to which the member is entitled pursuant to Clause 7.1, upon commencing their sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th) and forty-first (41st) calendar year of recognized policing service including all policing training and service that satisfies conditions set out in the B.C. Provincial Policing Standards for appointment as an experienced police officer from the time the officer was sworn or began training less any gaps in service and training extensions.”

While not to appear in the collective agreement, the Employer further commits to honouring the email sent to members on behalf of the Employer by the Inspector, Administration Division on June 1, 2023. The Employer and the Union agree that members who become eligible for supplementary annual leave as a result of this amendment will be able to claim their entitlement after the Employer completes other retroactive adjustments arising from this agreement.

7. Clause 8.3 – Clothing Allowance

The Employer and the Union agree that, effective the date of ratification, increase the clothing allowance shall be increased from \$104.17 per month and \$4.73 per day to \$125.00 per month and \$5.68 per day. The Employer and the Union further agree that the allowance will be paid the month after the allowance is earned.

8. Clause 8.11(f) – Maternity Leave Supplemental Employment Insurance Benefit Plan (MSEIB Plan)

The Employer and the Union agree that, effective January 1, 2023, the MSEIB will increase from 95% of gross weekly earnings to 100%. Only members employed at the time of ratification will be eligible for retroactive payments.

9. Clause 8.11 (g) – Parental Leave Supplemental Employment Insurance Benefit Plan (PSEIB Plan)

The Employer and the Union agree that, effective January 1, 2023, the PSEIB will increase from 95% of gross weekly earnings to 100% and the period for which the benefit is paid will increase from 20 weeks to 35 weeks. Only members employed at the time of ratification will be eligible for retroactive payments.

10. Clause 8.11 (h) –Supplemental Employment Insurance Benefit Plan Conditions

Effective the date of ratification, the Employer and the Union agree to amend Clause 8.11 (h) 1 to require members claiming MSEIB or PSEIB to complete a signed acknowledgement that the benefit must be repaid on a pro-rata basis if the member does not return to work for a period of no less than three years. When both parents of a child are employed by the City of New Westminster, the total MSEIB and PSEIB for both parents shall not exceed fifty-two (52) weeks. The remainder of Clause 8.11 (h) will remain unchanged.

11. Schedule “A”

The Employer and the Union agree that, effective the date of ratification, Schedule "A" – Part B #4 shall be amended to read as follows:

"Upon successful completion of the National Basic Identification Course, a member in FIU shall receive five percent (5%) specialist pay, provided that in no circumstances shall the combination of specialist pay and increment level for such a Constable exceed a level of one hundred and fifteen percent (115%) of a First Class Constable rate of pay and that in no circumstances shall the combination of specialist pay and increment level for such a Sergeant exceed a level of one hundred and thirty percent (130%) of a First Class Constable rate of pay. In exchange for the addition of this Specialty Pay the Association agrees that there will be one FIU Specialist on Standby at all times.

12. Housekeeping

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

- (a) convert all entitlements throughout the agreement (including Statutory Holidays and Sick Leave) set out in days to hours as per Schedule "B";
- (b) revise Clause 8.4(a) and (b) (previously Clause 8.5) as set out in Letter of Understanding – Amendment to Section 8.5 Sick Leave Plan;
- (c) update Schedule "A";
- (d) update Schedule "D" Table Showing Supplementary Leave Entitlement;
- (e) delete expired effective dates;
- (f) revise agreement to incorporate gender inclusive language; and
- (g) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

13. Drafting of New Collective Agreement

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

14. Ratification

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations

not later than thirty (30) calendar days from the date on which this Memorandum of Agreement is signed.

DATED this 16th day of April, 2024 in the CITY OF NEW WESTMINSTER.

BARGAINING REPRESENTATIVES ON BEHALF
OF NEW WESTMINSTER POLICE DEPARTMENT:

"Paul Hyland"

"Eamonn Ward"

"Jacqueline Dairon"

"Wendy McDonnell"

"Dorothy Chang"

BARGAINING REPRESENTATIVES ON BEHALF
OF NEW WESTMINSTER POLICE OFFICERS'
ASSOCIATION:

"Roger Rempel"

"Stuart Jette"

"Eric Blower"

"Darryl Pakosh"
