

Collective Agreement

Between

The Abbotsford Police Board

&

Abbotsford Police Association
Local No. 7

April 1, 2010 to December 31, 2012

Letter of Understanding

Regular Duty & Special Event Callout Procedures

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This Agreement made and entered into this 21st day of October, 2011.

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 1st day of April 2010, until the 31st day of December 2012, 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 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, common law spouse, 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 written assignment, 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.
- (e) This deduction shall become effective on the first day of the month coincident with or next following the date of appointment, but the deduction shall be made only if the member is still in the employ of the Employer on the final day of the first pay period of the month.
- (f) Deductions shall be made in respect of all subsequent months, provided a member works any part of the month.
- (g) As soon as practicable following the signing of this Collective Agreement, the Employer shall provide to each member one copy of the Collective Agreement.

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

- (i) 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.
- (j) 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.
- (k) The Employer shall retain the right to invoice the Association for any additional costs that result from use of these facilities.

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) Where a member has 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 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 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 – 5th, 4th, 3rd, 2nd Class Constables

- (a) A recruit to the Department shall be accepted as a Fifth Class Constable and shall be placed in a probationary capacity until successful completion of 18 months' service following the date of enlistment. During the Fifth 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 Class Constable may be promoted to Fourth Class Constable, as the case may be, if the Constable meets the requirements of Article 5.4, however such a promotion does not affect the Constable's probationary status.

5.4 Indemnification

For the purposes of Article 5.6, "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 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 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 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 Article 5.4, 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 Article 5.6, where two 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 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 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 hours consultation under paragraph 5.6(b)(i).
 - (ii) Members who intend to apply for indemnification under Article 5.6 shall notify the Chief Constable or his designate, in writing, within five 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 6.12(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. Article 5.6 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 representatives appointed by the Board and up to three 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 renegotiation 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.

5.6 Leave 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.

Members shall not accrue statutory leave (Article 7.4) and sick leave (Article 8.6) while on long term disability or leave of absence (Article 5.6).

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

For purposes of lateral transfer or promotion, members do not accrue seniority while on leave of absence without pay.

5.7 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, serious and urgent personnel matters excluding staffing issues, disciplinary matters, or in accordance with an emergency under Article 6.14.

5.8 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.

5.9 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 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.

5.10 Quiet Room

The Abbotsford Police Board agrees to provide a quiet room in an Abbotsford Police Building at the earliest reasonable opportunity but no later than one year from date of ratification.

The Department and the union will monitor utilization of the room and one year after implementation agree to review it's use and benefit.

ARTICLE NO. 6.1 REMUNERATION

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

- (a) Effective 2010 April 01 the First Class Constable rate in effect on 2010 March 31 (that is, \$37.91 hourly) shall be increased by one point five percent (1.5%) (that is, \$38.48 hourly). All other existing rank indices shall be maintained.
- (b) Effective 2010 October 01, the First Class Constable rate in effect on 2010 September 30 (that is, \$38.48) shall be increased by one point four five percent (1.45%) (that is, \$39.03 hourly). All other existing rank indices shall be maintained.
- (c) Effective 2011 April 01, the First Class Constable rate in effect on 2011 March 31 (that is, \$39.03 hourly) shall be increased by one point five percent (1.5%) (that is, \$39.62). All other existing rank indices shall be maintained.
- (d) Effective 2011 October 01, the First Class Constable rate in effect on 2011 September 30 (that is, \$39.62 hourly) shall be increased by one point four five percent (1.45%) (that is, \$40.19). All other existing rank indices shall be maintained.
- (e) Effective 2012 April 01, the First Class Constable rate in effect on 2012 March 31 (that is, \$40.19) shall be increased by one point two five percent (1.25%) (that is, \$40.70). All other existing rank indices shall be maintained.
- (f) Effective 2012 December 31, the First Class Constable rate in effect on 2012 December 30 (that is, \$40.70) shall be increased by one point three percent (1.3%) (that is, \$41.23). All other existing rank indices shall be maintained.
- (g) Effective 2012 December 31, the base annual salary will be increased to have wage parity with Vancouver Police Department.

The wage increase is fully retro-active from April 1, 2010 to the date of ratification.

Schedule A - Rates of Pay

| | | 01-Jan-10 | 01-Apr-10 | 01-Oct-10 | 01-Apr-11 | 01-Oct-11 | 01-Apr-12 | 31-Dec-12 | 31-Dec-12 |
|-----------------------------------|-------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| | | | 1.50% | 1.45% | 1.50% | 1.45% | 1.25% | 1.30% | True Parity |
| Constable (Pre-Recruit) | 50% | \$39,425 | \$40,016 | \$40,597 | \$41,206 | \$41,803 | \$42,326 | \$42,876 | \$43,000 |
| Constable (5th Class) | 65% | \$51,252 | \$52,021 | \$52,775 | \$53,567 | \$54,343 | \$55,023 | \$55,738 | \$55,901 |
| Constable (4th Class) | 75% | \$59,137 | \$60,024 | \$60,894 | \$61,808 | \$62,704 | \$63,488 | \$64,313 | \$64,501 |
| Constable (3rd Class) | 80% | \$63,079 | \$64,025 | \$64,954 | \$65,928 | \$66,884 | \$67,720 | \$68,600 | \$68,801 |
| Constable (2nd Class) | 90% | \$70,964 | \$72,028 | \$73,073 | \$74,169 | \$75,244 | \$76,185 | \$77,175 | \$77,402 |
| Constable (1st Class) | 100% | \$78,949 | \$80,133 | \$81,295 | \$82,515 | \$83,711 | \$84,757 | \$85,859 | \$86,002 |
| Constable (10 Year Increment) | 105% | \$82,792 | \$84,034 | \$85,252 | \$86,531 | \$87,786 | \$88,883 | \$90,039 | \$90,302 |
| Constable (15 Year Increment) | 110% | \$86,734 | \$88,035 | \$89,312 | \$90,651 | \$91,966 | \$93,115 | \$94,326 | \$94,602 |
| Constable (20 Year Increment) | 115% | \$90,677 | \$92,037 | \$93,372 | \$94,772 | \$96,146 | \$97,348 | \$98,614 | \$98,902 |
| Sergeant (Entry Level) | 120% | \$94,619 | \$96,038 | \$97,431 | \$98,892 | \$100,326 | \$101,580 | \$102,901 | \$103,202 |
| Sergeant (3 Year Increment) | 125% | \$98,561 | \$100,039 | \$101,490 | \$103,012 | \$104,506 | \$105,812 | \$107,188 | \$107,502 |
| Sergeant (6 Year Increment) | 130% | \$102,504 | \$104,042 | \$105,550 | \$107,133 | \$108,687 | \$110,045 | \$111,476 | \$111,802 |
| Staff Sergeant (Entry Level) | 135% | \$106,446 | \$108,043 | \$109,609 | \$111,253 | \$112,867 | \$114,277 | \$115,763 | \$116,102 |
| Staff Sergeant (3 Year Increment) | 140% | \$110,389 | \$112,045 | \$113,669 | \$115,375 | \$117,047 | \$118,511 | \$120,051 | \$120,402 |
| Acting Inspector | 150% | \$118,274 | \$120,048 | \$121,789 | \$123,616 | \$125,408 | \$126,976 | \$128,626 | \$129,003 |

- (h) 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 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.
- (i) In the event that the Employer creates a new position, within seven days, the Employer will consult with the Association regarding appropriate classification of the newly-created position.

6.2 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.

6.3 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 75% or higher and has successfully completed APD in house NCO training modules 1 and 2 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 75% or higher and has successfully completed either APD in house NCO training module 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 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 anytime 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) Should the Department add a third NCO Field Training mentorship module, the parties agree to adjust paragraph (a) accordingly.
- (e) Sergeants shall be appointed to vacant acting Staff Sergeant's positions in a manner consistent with 6.3(a)
- (f) Members in the MCU Section will not be permitted to act in either a Sergeant or Staff sergeant position until they have been in the Section for a minimum of one year and have been assessed and approved by their supervisor and OIC.
- (g) When a vacancy exists in their work unit, a member must have worked a minimum of four blocks in that unit to fill the role of acting Sergeant or acting Staff Sergeant.
- (h) 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.
- (i) 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 I and II. Subject to the terms of the Collective Agreement, the Department shall arrange for Previously Qualified members to take modules I and II. Previously Qualified members who fail, without reasonable excuse, to complete a module as arranged by the Department, will then rank as though that module was not completed.

6.4 Clothing Expenses – Plain Clothes Allowance

- (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 \$1,160.00 per year (January 1, 2007 amount) upon presentation of necessary receipts. This reimbursement will be paid semi-annually, on or around March 31st and September 30th of each year. On January 1st of each year of this agreement, the maximum amount will be adjusted by the change in the Vancouver Consumer Price Index (CPI) for the previous 12 months.
- (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).

6.5 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 shirt per working day
 - Two pairs of pants per working week
 - One sport jacket or suit jacket every two working weeks; and
 - One 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 consecutive weeks are not entitled to dry cleaning except for clothing used to attend court for the period of that absence.

6.6 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 5% of the First Class Constable's rate of pay.
- (c) A member designated by the Employer as the Senior Dog Handler will receive an additional 2% in excess of (b) above.

6.7 Field Trainer

A member who is qualified by the Justice Institute of British Columbia Police Academy 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 7.5% of the hourly wage of a First Class Constable for all hours worked on each day the member is engaged in the provision of field training to a recruit.

6.8 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.**

6.9 Overtime

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

6.10 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 hours and double time thereafter, and shall be awarded as set out in Article 6.12 hereof.

6.11 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.
- (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 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 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 24 hours, be compensated with three (3) hours pay.

6.12 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) Afternoon Shift (1600 to 2400) - morning session four hours, afternoon session four hours.
- (c) Midnight Shift (2400 to 0800) and/or (1800 to 0200) - morning session six hours, afternoon session six hours, or a maximum of 10 hours per day.

Effective as of the ratification date of this agreement, a member required to attend court after a midnight shift shall be entitled to 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 10 days prior to the court appearance or, if the LENS is received within 10 days of the court appearance, immediately upon receipt of the LENS.

- (d) Weekly Leave - morning session or first session, eight hours compensation; afternoon or second session, six hours compensation.

- (e) Annual Leave - 16 hours per session.
- (f) Maternity Leave - members on authorized leave of absence - four 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 hrs.
- (h) Attendance at court during the evening hours - every member who is not on duty shall receive at least two hours for time spent in Court at time and one-half, 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 - the member shall be entitled to one and one-half hours compensation;
 - (ii) For attendance at 0900 hours- the member shall be entitled to one hour compensation;

PROVIDED HOWEVER, if the court appearance is cancelled by the prosecutor prior to 0930 hours, the member will be eligible to receive the court attendance compensation only.

When the afternoon session of a court of criminal jurisdiction commences at 1330 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 1230 hours. - the member shall be entitled to one and one-half hours compensation;
- (ii) For attendance at 1300 hours - the member shall be entitled to one hour compensation:

PROVIDED HOWEVER, if the court appearance is cancelled by the prosecutor prior to 1330 hours 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 at least 24 hours prior to the court appearance. 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 24 hours prior to the court appearance. If a member is required for a court case that is scheduled for three 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 20 hours prior to the court appearance;
- (ii) For any subsequent de-notification concerning the same case, the de-notification must be given at least 12 hours prior to the court appearance.

If de-notification is not made in accordance with Article 6.11, 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 Greater Vancouver Regional District, the following provisions shall apply:
 - (i) The Employer shall pay a per diem rate at a rate as determined by Section 8.5 (Travel Expenses) of the Human Resources Policy Manual of the City of Abbotsford;
 - (ii) Each day the member is on duty will be considered an eight-hour tour of duty. No overtime provision will apply, nor will there be a reduction to the eight-hour tour of duty if the member actually travels or attends at court for less than eight hours;
 - (iii) If travelling on a day of scheduled weekly leave, the member will receive twice his/her hourly rate for eight 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 hours prior to the commencement of travel.

SCHEDULE “D” - COURT ATTENDANCE COMPENSATION

| Duty Hours | Morning Session Commences before 1200H and concludes before 1330H | Afternoon Session 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 |
| Shifts ending before midnight | 4 | 4 |
| Shifts ending after midnight | 6 | 4 (6 if first appearance or if on 12 hour shift) |
| Weekly Leave | 8 | 6 (8 if first appearance) |
| Annual Leave | 16 | 16 |
| Maternity Leave | 4 | 4 |
| WCB Leave | 0 | 0 |
| Former Members otherwise Uncompensated & members on Leaves of Absence | 4 | 4 |

6.13 Compensation for Overtime, Call-outs, and Court Time

- (a) In awarding compensation under Articles 6.9, and 6.10, 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 for the first two 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 6.11, 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 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 for all time worked, or a minimum of ten (10) hours at double time, whichever is the greater.
- (c) If a member is called out on a Statutory Holiday, the member shall be paid at regular call out rates. Until December 31st 2008 the member shall receive the eight hours for the Statutory Holiday.
 - (d) Hours banked for the above may be accumulated to a maximum of 120 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.

6.14 Declared State of Emergency

- (a) In the event of a Declared State of Emergency, or a Declared Ste 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.

6.15 General Investigations Section (MCU)

- (a) Members assigned to MCU shall be paid in accordance with the following:

| Classification | Experience in Section | Base Salary | Maximum Salary (Increments Included) |
|--|-----------------------|-------------|--------------------------------------|
| Detective Constable (Probation) | 0 to 1 Year | 105% | 115% |
| Detective | 1 to 4 Years | 110% | 120% |
| Senior Detective (3 Positions Maximum) | > than 5 Years | 115% | 125% |
| MCU Sergeant | | 125% | 135% |

Detective Constable (Probation)

Members successfully competing for the position of Detective Constable (Probation) shall remain in this position up to one year. Upon the completion of one 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 full year.

Detective

Members in the Detective position may stay in the position for up to four (4) years, providing they maintain successful performance evaluations and there is an operational need. For operational requirements, and by mutual agreement, the Employer may extend this period.

Senior Detective

Senior detectives shall not make up more than three (3) positions in MCU. These positions are earned by merit after a successful competition and are contingent upon operational needs.

The Employer will determine when Senior Detective positions are to be posted and in exigent circumstances may appoint members to the Senior Detective position on a temporary basis.

(b) **Members on Secondment**

MCU members seconded to specialty assignments will continue to receive their pre-secondment rate of pay providing they continue to perform Detective duties. Unless otherwise agreed, Senior Detectives seconded to a special assignment unit will return to their position upon completion of the assignment.

(c) **Allowance for Sergeant in Charge of the Major Crime Unit**

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 5% of a First Class Constable wage for that 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 6.11.

6.16 Forensic Identification Section (FIS)

(a) FIS positions will constitute three types of designations:

| Classification | Experience in Section | Base Salary | Maximum Salary (Increments Included) |
|-------------------------------|---|-------------|--------------------------------------|
| FIS Constable (Probation) | Indeterminate | 105% | 115% |
| Evidence Technician | Successful completion Basic Identification Course | 110% | 120% |
| Certified Evidence Technician | Accreditation | 115% | 125% |
| FIS WSE Sergeant | | 125% | 135% |

1. FIS member (probation). The member assigned to FIS will receive a base salary of 105% of a First Class Constable rate to a maximum salary of 115% with increments included.

2. Upon successful completion of the National Basic Identification Course, the member will be designated as an Evidence Technician. The member will receive a base salary of 110% of a First Class Constable rate to a maximum salary of 120% with increments included.

3. Upon successful completion of a certification process, yet to be determined, the members will be designated as a Certified Evidence Technician or other suitable term. The development of the certification process is not dependant on integration partnerships. The member will receive a base salary of 115% of a First Class Constable rate to a maximum salary of 125% with increments included.

(b) FIS will be supervised by a WSE Sergeant who will receive a base salary of 125% to a maximum salary of 135% with increments included.

6.17 Collision Analyst Compensation

A member designated as Collision Analyst will receive specialist pay equal to 5% of the First Class Constable's hourly rate for each hour worked as a designated Collision Analyst.

6.18 Range Supervisor Compensation

The member responsible for the overall supervision and conduct at the range during firearms range training activities is designated the range supervisor and shall be paid the rate of Acting Sergeant

6.19 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 Class Constables. On the anniversary date of their enlistment, Fourth Class

Constables shall become eligible for promotion to Third Class Constables. Third and Second Class Constables, upon completion of one 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 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 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 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 HR. 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, Fourth, Third or Second Class Constables shall only be promoted to the next senior rank upon recommendation of their supervisor and Human Resources Branch Manager.
- (f) Where a Fifth, Fourth, Third or Second Class Constable has been denied a promotion, the Employer will provide written reasons to the Association and the member involved within 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 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.
- (iii) When a new member has five or more years of previous Police experience, they shall be subject to a probation period of six months. When a new member has less than five years but

three or more years of previous Police experience, they shall be subject to a probation period of twelve months. When a new member has less than three years but one or more years of previous Police experience, they shall be subject to a probation period of twelve months and a field-training period. The length of field-training and evaluations shall be similar to that provided for new recruit constables trained at the Police Academy, except that anytime after 30 days the assigned field trainer, after completing a formal evaluation, may recommend to Staff Development that further field-training is unnecessary.

- (iv) A member's probationary period may be extended with just cause for a further period of up to six 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 24 hours' notice after discussion with the Association.

SCHEDULE "B" - Allowances, Pay Premiums, and Specialist Pay

| | | Conditions and Limitations | Reference Article |
|--|---------------|--|-------------------|
| Dog Handler | 5% | ◆ Designated by management | 6.6 |
| Senior Dog Handler | 7% | | |
| Field Trainer | 7.5% | ◆ Each day field training duties are performed ◆ Qualified by JIBC as a "Field Trainer" | 6.7 |
| Collision Analyst | 5% | ◆ When designated as a department analyst or Reconstructionist | 6.17 |
| G.I.S. Probationary Detective Constable | 5% | ◆ Been assigned to G.I.S. for less than 1 year ◆ Not permitted to assume acting position in G.I.S. ◆ Maximum with increments 115% | 6.15 |
| G.I.S. Detective Constable | 10% | ◆ Been assigned to G.I.S. for more than 1 year ◆ Maximum with increment 120% | |
| G.I.S. Senior Detective Constable | 15% | ◆ Been assigned to G.I.S. for more than 5 years and ◆ Designated as Senior Detective by employer ◆ Maximum with increments 125% | |
| G.I.S. N.C.O. | 10% | ◆ Been assigned to G.I.S. for more than 5 years ◆ Designated as Senior Detective ◆ Maximum with increments 135% | |
| Forensic Identification | 5% 10% 15% | ◆ When Assigned to Forensic Identification Section ◆ After Successfully completed National Basic Identification Course ◆ Accreditation | 6.16 |
| Shift Differential | \$1.15 per hr | ◆ For all hours worked between 1800H and 0700H the following day (effective January 1, 2008) | 6.8 |
| | \$1.25 per hr | ◆ For all hours worked between 1800H and 0700H the following day (effective January 1, 2009) | |
| Standby Pay – Between Work Days | 1 Hour | ◆ Authorized by management ◆ Member must be ready and available to be called out | |
| Standby Pay – Weekly Leave | 3 Hours | ◆ Standby pay is in addition to call-out pay if called out ◆ ``Work Days`` are all hours between two days of regular duty hours ◆ ``Weekly Leave`` is any designated period of up to 24 hours that occurs when a member is on weekly leave | |

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

6.20 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 105% of the First Class Constable rate.
- (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 110% of the First Class Constable rate.
- (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 115% of the First Class Constable rate.
- (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 1st
- (i) Maternity / Paternity Leave – members on maternity and paternity leave are not required to do increment training.
- (j) Sergeants / Staff Sergeants

There are two streams of increments for the NCO ranks.

- 1) the in-service increment training stream; and
- 2) the professional development stream.

(k) In-Service Increment Training

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 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 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 125% of the First Class Constable rate of pay.
- (n) Sergeants completing six (6) years of service in the rank, who have completed 20 hours of Type III training in each of three years for a total of 60 hours of Type III training since receiving their 125% increment, shall be eligible for 130% of the First Class Constable rate of pay.
- (o) Staff Sergeants completing three (3) years of service in the rank, who have completed 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 140% of the First 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 who have completed three approved external courses taken and completed while holding the rank of Sergeant shall be eligible for 125% of the First Class Constable rate of pay.
- (r) Sergeants who have completed six approved external courses taken and completed while holding the rank of Sergeant shall be eligible for 130% of the First Class Constable rate of pay.
- (s) Staff Sergeants who have completing three approved external courses taken and completed while holding the rank of Staff Sergeant shall be eligible for 140% of the First Class Constable rate of pay.
- (t) 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.

- (u) 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

- (v) 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.

Members who fail to attend training

- (w) The Employer incurs costs to make training available. Members who fail to attend will have their increments delayed until they meet the requirements.
- (x) 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.
- (y) Members who miss training without a reasonable excuse may be subject to discipline.

**ABBOTSFORD POLICE DEPARTMENT
TYPES OF TRAINING**

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

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 hours per day.
- (ii) When courses are scheduled in excess of eight hours per day, additional compensation will be considered on a case-by-case basis by Human Resources.
- (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 day for day, based on their current assignment.

Accommodation

- (j) The Employer agrees to provide suitable accommodations for members attending approved courses, greater than one day in length, in Metro Vancouver that require one way travel of sixty (60) kilometres 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.

6.21 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 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.

6.22 Standby Pay

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

Where a member is required to standby during weekly leave, such member shall be compensated at the rate of three hours at straight time for every twenty four hours of standby, with the twenty four hour period commencing at the same time the stand by requirement is effective. Weekly leave is deemed to have commenced at the conclusion of the member's last scheduled shift.

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 as required will lose the stand by entitlement.

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 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 of 10 working days for each month or portion of a month greater than one-half worked by December 31.
- (c) During the second, up to and including, the seventh calendar year of service: 15 working days.
- (d) During the eighth, up to and including, the fifteenth calendar year of service: 20 working days.
- (e) During the sixteenth, up to and including, the twenty-second calendar year of service: 25 working days.

- (f) During the twenty-third and all subsequent calendar years of service: 30 working days.
- (g) Members who leave the service after completion of 12 consecutive months of employment shall receive annual leave for the calendar year in which termination occurs on the basis of one-twelfth of their annual leave entitlement for that year for each month, or portion of a month, greater than one-half 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) As soon as possible following December 31 in each year, an annual leave pay adjustment will be made in a lump sum cash payment to all members who have been employed in an acting capacity in the previous calendar year. The annual leave pay adjustment shall be based on the member's actual incremental annual earnings as a result of being employed in an acting capacity and shall be paid in the same proportion as the hours the member worked in the acting capacity in the year (actual hours divided by 2,080).

Members who are entitled to an annual percentage in lieu of annual leave are not entitled to receive an annual leave pay adjustment. Annual leave pay adjustments shall not be paid where the total amount payable is less than one (\$1.00) dollar.

- (j) In all cases of termination of service for any reason, adjustment will be made for any overpayment of annual leave.
- (k) Members retiring on a municipal pension are entitled to annual leave as follows:
 - (i) If retiring prior to April 1, they receive half of the usual annual leave;
 - (ii) If retiring April 1 or later, they receive the full 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 40 hours of supplementary annual leave in addition to the annual leave to which the member is entitled upon commencing the sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, and forty-first calendar year of service.

Each member shall become entitled to supplementary annual leave pursuant to this Article on the first 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 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 6.19(g) will be recognized for the purpose of annual leave.
- (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) Effective after ratification of the Collective Agreement, on January 1st of every year, based on the member's current assignment as of January 1st 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 hour shift, thirteen hours for every Statutory Holiday; in the case of members working the ten or eight hour shift, eleven and one half 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) Effective as of the ratification date of this agreement, a member working a 10 hour shift may not convert their Statutory Leave Bank into pay.
- (d) Effective as of the ratification date of this agreement, a member working a 12 hour shift may convert a maximum of sixty (60) hours from their Statutory Leave Bank into pay in any calendar 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) Good Friday
 - (c) Easter Monday
 - (d) Victoria Day
 - (e) Canada Day
 - (f) B.C. Day
 - (g) Labour Day
 - (h) Thanksgiving Day
 - (i) Remembrance Day
 - (j) Christmas Day
 - (k) Boxing Day
 - (l) Any other holiday enjoyed by Municipal employees, when proclaimed and approved by the Federal, Provincial, or Municipal Government.
- (g) Members shall not accrue statutory leave (Article 7.4) and sick leave (Article 8.6) while on long term disability or leave of absence (Article 5.6).

Members on job share and parenting leave 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 shall receive upon commencement of employment eight shirts and four pairs of pants. Every recruit member shall receive upon commencement of employment four shirts and two pairs of pants as well as an additional four shirts and two pairs of pants upon completion of Block III training at the JIBC.
- (b) Every new experienced member or recruit shall also receive upon commencement of employment: one dress uniform (to be issued upon successful completion of the probation period), one pair of boots, one patrol jacket, one pair of rain pants, one winter parka, one pair of gloves and two ties.
- (c) All uniformed members shall maintain a serviceable uniform consisting of eight shirts and four 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

Effective January 1, 2012 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 (\$25) dollars per year with reimbursement of eighty (80%) percent of eligible expenses, one million dollars (\$1,000,000) lifetime overall maximum.

- (a) Vision care coverage to a maximum of four hundred dollars (\$400) per person in a twenty-four (24) month period;
- (b) Eye exams to a maximum of one hundred dollars (\$100) per person in a twenty-four (24) month period;
- (c) Hearing exams to a maximum of seventy-five dollars (\$75) per person in a twenty-four (24) month period;
- (d) Hearing aids to a maximum of seven hundred dollars (\$700) in a five (5) year period

(e) Professional Services

- i. Naturopath to a maximum of two hundred and fifty dollars (\$250) per calendar year;
- ii. Physiotherapist to a maximum of seven hundred and fifty dollars (\$750) per calendar year;
- iii. Chiropractic services to a maximum of seven hundred and fifty dollars (\$750) per calendar year;
- iv. Massage Therapist to a maximum of seven hundred and fifty dollars (\$750) per calendar year;
- v. Orthopaedic 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 \$200 for a dependent child and \$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 80% of drug costs;
- viii. Oral contraceptives will be included in the list of recognized prescription drugs.

(b) Dental

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

- (a) 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.
- (b) 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.
- (c) Plan C - reimbursement of sixty (60%) percent of approved schedule fees for orthodontic services to a maximum of four thousand (\$4,000) dollars per lifetime.

(c) Psychological Services

The Employer agrees to pay fifty (50%) percent of the premium cost for Psychological Services.

Psychological services to a maximum of two thousand four hundred (\$2,400) dollars per member per year.

8.3 Life Insurance

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

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

8.4 Accidental Death and Dismemberment

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

Accidental Death and Dismemberment principal sum equals two (2X) 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) In addition with the regular contributions in accordance with the *Pension (Municipal) Act*, the Employer and the Association agree to contribute special, additional funds to pensions on the following basis: 2.5% from the Employer and 2.5% from the member.
- (c) Members retiring on municipal pension shall receive one month's pay plus an additional week's pay for every five 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 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.
- (e) Effective the date of ratification of the Memorandum of Agreement, the Employer agrees to apply to the Pension Corporation to become a Group 5 employer under the rules of the Municipal Pension Plan.

In the event the Pension Corporation approves the application, all existing eligible employees and all future eligible employees will be covered by and be subject to the current and any future rules established by the Municipal Pension Board and the Pension Corporation governing Group 5 participation.

In conjunction with the establishment of Group 5, all contributions by both the Employer and the employees to the Special Agreement Pension (SA) shall cease for eligible employees. Employee

balances in the SA shall be handled in accordance with the rules established by the Municipal Pension Plan.

In the event there are employees who are in Group 2 as of the date the Pension Corporation approves the application for the Group 5 Pension who do not qualify for Group 5, those employees will continue, subject to the approval of the Pension Corporation, to be covered by the Group 2 provisions of the Municipal Pension Plan and to contribute to the Special Agreement (if they are already contributing).

8.6 Sick Leave

All members covered by this agreement shall be entitled to 160 hours sick leave per year with regular pay in accordance with the following rules:

- (a) Effective upon hiring an employee, the employee will be advanced 160 hours of sick leave. Sick leave will accrue at the start of the second year of employment. Employees who utilize the sick leave advance are responsible for repayment to the employer in the event that they terminate employment.
- (b) Until the employer can ensure the SAP system can accurately credit members' sick banks the employer will credit members' sick banks 80 hours on every January 1 and 80 hours on every July 1.
- (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 "doctor's certificate" verifying the member's inability to carry out duties due to illness or injury.
- (f) Any member who is off duty sick or on WorkSafe B.C benefits for more than one 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 an employee receive sick leave through the Employer as a result of an accident and they subsequently receive a wage loss settlement from ICBC 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)

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

If required by individual circumstances, a member shall be granted up to four working shifts without loss of pay in the event of a death in the member's immediate family.

Where the burial occurs outside the Province an additional two working shifts may be granted with the permission of the Chief Constable.

8.9 Family Leave

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 three (3) 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.

8.10 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 8.8(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 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 21 years who is regularly attending an academic, technical, or vocational place of education;

“Dependent” means a widow, dependent widower, common-law wife, 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 been entitled to full and compulsory pension retirement had the member not been killed, 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 years; or
 - (ii) Where the member and the common law spouse have children, for a period of one 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 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 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 calendar days following the occurrence giving rise to the grievance or, within twenty one days from the time the grievor 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 calendar days, the grievance shall be submitted to the Chief Constable.
- (ii) Step Two - Should the Chief Constable be unable to resolve the grievance within twenty one days the grievance shall be submitted to the Employer.
- (iii) 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 days of receipt of the grievance from the Chief Constable and make every effort to resolve the grievance.
- (iv) Step Four - Should no resolution be reached under paragraph (iii) within twenty one 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 days thereafter the other party shall indicate the name of its appointee to the arbitration board; the two appointees shall then confer to select an impartial chairperson.
- (v) If the recipient of the notice to pursue the grievance fails to concur in the appointment of a single arbitrator, or the two appointees fail to agree on a chairperson within seven 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 or more lay-offs will occur, it shall notify the Association 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 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 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 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-reMCUtered 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 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 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 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 normal daily hours.
- (b) Laid off members shall be entitled to compensation of three days’ pay for each year of continuous service up to, and including, five years of continuous service. After six years of continuous service, the laid off member shall be entitled to 30 days’ pay plus five days’ pay for each additional complete year up to a maximum of 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.

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 ABBOTSFORD
POLICE ASSOCIATION, LOCAL NO. 7
(PARTY OF THE SECOND PART)

Date

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 12 continuous hours in length.
 - (b) Shift times shall be determined as follows:
 - (i) There shall be two standard shifts:

| | |
|--------------|---------------------|
| Day Shift: | 07:00 to 19:00 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.

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 consecutive hours between shifts. No notice is required upon voluntary agreement by the member.
 - (iii) The Operations Branch Manager may advance or retard start times for any member without penalty for up to two hours in either direction of the scheduled start time in the case of unusual operations requirements.
 - (iv) Members shall work two day shifts followed by two night shifts, followed by four days off.

3. The work week shall average 42 hours in length as follows:
4. Shift Differential - as per Article 6.8 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 hours for the first session or the morning session and four hours compensation for the second session or the afternoon session of court. Members attending court between night shifts will receive six hours for the first session or the morning session and six hours for the second 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 35-minute paid meal breaks, as well as two 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-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 representatives from Management and two 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.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF THE ABBOTSFORD
POLICE ASSOCIATION, LOCAL NO. 7

Date

Date

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-hour to 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 120 hours, 11 statutory holidays shall equal 88 hours, and a day of earned sick leave would equal eight hours.
2. Where applicable, the 10-hour shift shall have the following features:
 - (a) Shift shall be 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 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 months in advance and shall be determined as follows:
- (i) A member shall work no more than 40 consecutive hours in a one-week period. A “one-week period” refers to a standard week of seven consecutive days, commencing on Monday and ending on the following Sunday.
 - (ii) The 40 consecutive hours shall consist of four consecutive 10-hour shifts, known as a 40-hour block.
 - (iii) After working a 40-hour block, a member shall receive at least 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 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 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 40-hour block may be adjusted within a one week period under the following conditions:
 - a. A member voluntarily agrees to adjust his 40-hour block; or
 - b. In the case of a serious and urgent operational requirement, with three 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 calendar day advance notice; or, without notice upon voluntary agreement by the involved member.

3. Shift Differential

Shift Differential will be as per Article 6.8 of the Collective Agreement.

4. Extended Tour

All extended tours of duty provisions of the Collective Agreement would commence at the completion of the 10-hour shift, in accordance with Article 6.10 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 6.12 of the Collective Agreement.

6. Lunch Breaks

Breaks shall consist of two paid 15-minute coffee breaks, and one paid 50-minute lunch break for each 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 12-hour shift) consisting of two representatives from Management and two 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”.
- (b) 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.
- (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.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF THE ABBOTSFORD
POLICE ASSOCIATION, LOCAL NO. 7

Date

Date

Letter of Understanding No. 3

Job Sharing

The Employer and the Association agree that, where a member wishes to share a full-time position, such job sharing agreements be mutually agreed upon using the following principles; provided, however, that nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement, except as specifically provided herein.

1. General

Where a member who is a First 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.

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 Staff Development 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 Staff Development Supervisor 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 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 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) Overtime for callouts shall only be paid when members in a job sharing arrangement have worked more than 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 6.10 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 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) Superannuation

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

The cost-sharing arrangement also applies to special funds contributed to the pension plan, as specified in Article 5.8, Retirement - Municipal Pension, of the Collective Agreement.

(vii) 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.

(viii) 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 hours for a morning session and four 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 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.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF THE ABBOTSFORD
POLICE ASSOCIATION, LOCAL NO. 7

Date

Date

Letter of Understanding No. 4

Parental Leave - Supplemental Employment Benefit (SEB) Plan

1. The Employer and Association agree to enter into this Letter of Understanding concerning maternity benefits for the following reasons:
 - (a) The importance of the Abbotsford Police Department reflecting the makeup of the community;
 - (b) The unique role of the police within society and the importance of police agencies ensuring appropriate representation of women within their organizations;
 - (c) Recognition that the Commission of Inquiry Into Policing in British Columbia (known as the Oppal Commission, 1994) identified the need for municipal police departments to introduce strategies to attract and retain more women within their organizations;
 - (d) The need to develop strategies to improve the hiring and retaining of women within the Abbotsford Police Department.
2. Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive Supplemental Employment Benefit (SEB) Plan payments, provided the following conditions are satisfied:
 - (a) The member is a permanent, full-time member who has completed her probationary period;
 - (b) The member guarantees in writing that she will return to permanent, full-time employment;
 - (c) 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 the SEB Plan if she does not return to permanent, full-time employment;
 - (d) The member gives the Employer 30 days advance notice of her return to work.
3. The SEB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth, or as provided in Section 4.
4. Subject to the approval of the Employment Insurance Commission, birth fathers 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.
5. The SEB Plan payment is based on the difference between the Employment Insurance benefit plus any earnings received by a member and 95% of the members gross weekly earnings.
6. The Employer and Association agree that the SEB Plan payments will be paid for a period of seventeen weeks, which includes the two week Employment Insurance waiting period.

7. 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 members accumulated leave credits will not be reduced.
8. 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.
9. 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 herein.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF THE ABBOTSFORD
POLICE ASSOCIATION, LOCAL NO. 7

Date

Date

Letter of Understanding No. 5

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 months in length.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF THE ABBOTSFORD
POLICE ASSOCIATION, LOCAL NO. 7

Date

Date

Letter of Understanding No. 6

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 months unless otherwise agreed between the parties.

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

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF THE ABBOTSFORD
POLICE ASSOCIATION, LOCAL NO. 7

Date

Date

Letter of Understanding No. 7

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.

SIGNED ON BEHALF OF THE

SIGNED ON BEHALF OF THE ABBOTSFORD

ABBOTSFORD POLICE BOARD

POLICE ASSOCIATION, LOCAL NO. 7

Date

Date

LOU regarding 12-Hour Shift Schedule

The Bargaining Committee of the Abbotsford Police Board and the Abbotsford Police Union, (“The Parties”) have come to an agreement in principle that the provision below is intended by both Parties to be included in a Memorandum of Agreement which will be the basis for renewing and revising the currently expired Collective Agreement between the Parties.

The Abbotsford Police Union and the Employer agree to establish a committee to discuss modifications to the 12 Hour Letter of Understanding to permit 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.

As of the date of ratification of this agreement, subject to Article 5.7 Notice of Transfer to New Work Schedule, the APU agrees to the implementation of a 3:00pm – 3:00am 12-hour afternoon shift.

Dated: _____

Signed for the Bargaining Committee
of the Abbotsford Police Department

Signed for the Abbotsford Police Union

LANGUAGE

The Bargaining Committee of the Abbotsford Police Board and the Abbotsford Police Union, (“The Parties”) have come to an agreement in principle that the provision below is intended by both Parties to be included in a Memorandum of Agreement which will be the basis for renewing and revising the currently expired Collective Agreement between the Parties.

Both parties agree to strike a joint committee of up to two representatives of the Abbotsford Police Board and up to two representatives of the Abbotsford Police Union to review, edit and update language consistent with this MOA. Specifically, the committee shall:

- update language;
- correct any editing errors including but not limited to all articles and section letters;
- amend wording to reflect a ten-hour work day and a forty-hour work week;
- review the Collective Agreement to ensure it conforms with current human rights jurisprudence;
- review use of the terms seniority, service and continuous service to prevent any terms of ambiguity;
- re-organize articles for ease of understanding as appropriate; and
- review all Letter of Understandings to evaluate if they should be added to the body of the Collective Agreement.

Within six months from ratification, the committee shall produce a written Collective Agreement for circulation to members of the Abbotsford Police Union and other appropriate employees of the Abbotsford Police Board.

The parties shall equally share the cost for the production of the Collective Agreement.

Dated: _____

Signed for the Bargaining Committee
of the Abbotsford Police Department

Signed for the Abbotsford Police Union

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 members have accumulated an equal number of overtime hours, the senior member will be selected for the callout.

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 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 72 hours notice in order to avoid the overtime hours being accumulated against that member.

Members cancelling a special event callout within 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.

SIGNED ON BEHALF OF THE
ABBOTSFORD
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF THE
POLICE ASSOCIATION, LOCAL NO. 7

Date

Date

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