2016

MEMORANDUM OF AGREEMENT

between the

<u>CITY OF PORT MOODY</u> (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (INSIDE)

(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE LABOUR RELATIONS DEPARTMENT OF THE GREATER VANCOUVER REGIONAL DISTRICT, ACTING ON BEHALF OF THE <u>CITY OF PORT MOODY</u> (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE PORT MOODY CITY COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE <u>CANADIAN UNION OF PUBLIC EMPLOYEES</u>, LOCAL 825 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2016 JANUARY 01 AND EXPIRING 2019 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2012-2015 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for four (4) years from 2016 January 01 to 2019 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. **General Increase**

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

(a) Effective 2016 January 01, all hourly rates of pay which were in effect on 2015 December 31st shall be increased by one and one-half percent (1.50%). The new hourly rates shall be rounded to the nearest whole cent.

- (b) Effective 2017 January 01, all hourly rates of pay which were in effect on 2016 December 31st shall be increased by one and one-half percent (1.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2018 January 01, all hourly rates of pay which were in effect on 2017 December 31st shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2019 January 01, all hourly rates of pay which were in effect on 2018 December 31st shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Retroactive payments arising from (a), (b), (c) and (d) will be made as soon as possible following the date of ratification of the Memorandum of Agreement.

4. Rates of Pay – First Aid Premium

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Section 7 to Article 6 to read as follows:

"Employees who are designated as first aid attendants and who are required by the Employer to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Occupational Health and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the Employer as follows:

Full-Time Employees	Regular Part-Time & Auxiliary Employees
\$125 per month	80¢ per hour

The Employer will pay course fees for the OFA Level II course for employees who are required to have such certification."

5. Hours of Work

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 7 as follows:

(a) add a new paragraph (f) to Section 1 to read as follows:

OFA Level II

"Other classifications working variable hours of work along with their applicable terms and conditions are contained in the Letters of Understanding attached to the Collective Agreement as Schedule "I"."

The remaining paragraphs will be re-lettered accordingly;

- (b) increase the shift work premium to one dollar (\$1.00) per hour in Section 2(i); and
- (c) amend Section 2(ii) to read as follows:

"Unsocial shifts shall be those hours worked between 5:00 P.M. and 8:00 A.M. excluding Parks and Recreation, Library employees, and any employee working variable hours as set out in Section 1(c), (e), and (f)."

6. **Benefits**

The Employer and the Union agree to the following:

(a) effective the first of the second month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Section 2(c) of Article 11 to read as follows:

"The Employer shall pay eighty percent (80%) Employer-paid and twenty percent (20%) employee-paid of the premiums for the Medical and Extended Health Care Plans; the cost-sharing arrangement for Dental shall be eighty percent (80%) Employer-paid and twenty percent (20%) employee-paid."

- (b) as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer will instruct the benefits carrier to amend the Extended Health Care Plan as follows:
 - dispensing fees will be eligible for reimbursement in accordance with the terms of the Plan, up to the maximum dispensing fee per prescription eligible for reimbursement under the British Columbia PharmaCare program;
 - (ii) in cases where an eligible drug can be substituted with an available generic drug, the Extended Health Care Plan shall reimburse the price of the lower cost generic drug, unless the physician indicates "no substitutions" on the prescription; and
- (c) effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Section 6 of Article 11 to read as follows:

"Subject to the provisions of the Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000) up to a maximum of three hundred thousand dollars (\$300,000). The employee shall pay one hundred percent (100%) of the premiums for the optional coverage."

7. Sick Leave

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Section 2 of Article 12 to read as follows:

"An employee shall be required by the Employer to produce a Certificate from a qualified Medical Practitioner for any illness, certifying that such employee is unable to carry out their duties due to illness or non-compensable accident provided, however, that the Employer may waive this requirement for the first three (3) days of such sickness or accident. Where such Medical Certificate is not produced, there shall be no sick pay allowed."

8. Compassionate Leave

Effective the date of ratification, the Employer and the Union agree to amend Section 2(a)(i) of Article 14 to read as follows:

"in the case of the death of the employee's spouse (including common-law spouse and same-sex partner), child, step-child, ward, brother, sister, parent, parent-in-law, brother-in-law, sister-in-law, grandchild, grandparent, or guardian; or"

9. **Seniority**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 17 by:

(a) adding a new Section 2 to read as follows:

"Section 2 – Notice of Layoff

Ten (10) working days' notice of layoff or pay in lieu thereof will be given employees with six (6) months or more of recorded seniority with the Employer."

Re-letter the remaining subsections accordingly; and

(b) adding a new Section 4 to read as follows:

"Section 4 - Temporary Full-time

A Temporary Full-time Employee who has worked twenty-four (24) consecutive months following the date of ratification in the same classification without a break in service longer than sixty (60) calendar days, will be converted to a Regular Full-Time Employee."

10. Schedule "C" – Seniority – Auxiliary Employees

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend subsection (b) of Schedule "C" – Seniority – Auxiliary Employees to read as follows:

"Auxiliary Employees shall accumulate credit towards Auxiliary Seniority in accordance with the hours they actually work. Upon the completion of 1200 hours of work an

Auxiliary Employee shall be placed on the Auxiliary Seniority List and shall be credited with Auxiliary Seniority for all hours worked since their date of hire. Thereafter an Auxiliary Employee shall accumulate seniority in accordance with the hours actually worked. The Auxiliary Seniority List shall be separate from the Regular Seniority List and Auxiliary Seniority shall be exercised bargaining unit wide."

11. Schedule "H" – Letter of Understanding – 5-5-4 Schedule

While not to be included in the Collective Agreement, the Employer and the Union agree to establish a joint committee consisting of two (2) representatives of the Employer and two (2) representatives of the Union to review Schedule "H" to determine whether there are mutually agreeable changes that could be made to the Letter of Understanding. The committee will cease to exist on 2019 December 31 or the date upon which the committee concludes its work, whichever date is sooner.

12. <u>Letters of Understanding</u>

Effective the date of ratification, the Employer and the Union agree to the following:

- (a) the following Letters of Understanding will continue to be in effect or renewed (as indicated below), but will <u>not</u> be attached to the Collective Agreement:
 - 1. Job Share Agreements Fitzpatrick and Porcellato Renew
 - 2. Operations Coordinator L. Davidson *Continue to be in effect*
 - 3. Tax Clerk Tracy Almaas Continue to be in effect
- (b) renew the following Letters of Understanding and attach them to the Collective Agreement (as set out in Appendix 1):
 - 1. El Premium Return
 - 2. Employee Funded Long Term Disability Plan
 - 3. Layoff and Recall
 - 4. Recreation Centre Overnight Youth Programs (renewed 21 Apr 2017)
 - 5. Re-Employment of Inside Auxiliary Clerk Employees (converted from an email understanding dated 09 July 2003 to an LOU)
 - 6. Vacation Carryover
- (c) the following Letters of Understanding are not in effect:
 - 1. Arena/Curling Rink Recreation Programmer
 - 2. Hours of Work Accounting Supervisor
 - 3. Hours of Work Cultural Services Coordinator
 - 4. Hours of Work Fitness Program Supervisor
 - 5. Hours of Work Full Time Water Quality Technician
 - 6. Hours of Work Operations Program Coordinator
 - 7. Hours of Work Daphne Powell
 - 8. Hours of Work Donoghue

- 9. Hours of Work Karly O'Connor
- 10. Hours of Work Maryn Ashdown
- 11. Job Share Lefebvre and Forsman-Phillips
- 12. Job Share Lapointe and Gallant
- 13. Job Share Lefebvre and Lyne
- 14. Job Share Theobald and Chenosky
- 15. Job Share Theobald
- 16. Job Share Lefebvre and Roemer
- 17. Leave of Absence Patz
- 18. Library Chinese Language
- 19. Library Services (Restructuring)
- 20. Water Quality Technician
- (d) add a new Schedule "I" to the Collective Agreement containing the following Letters of Understanding (as set out in Appendix 2):
 - Compressed Time Bank for General Holidays for Regular Full Time Bylaw Enforcement Officers
 - 2. Hours of Work Bylaw Enforcement Officer
 - 3. Hours of Work Communications Specialist
 - 4. Hours of Work Communications and Events Assistant
 - 5. Hours of Work Full Time Committee Clerk
 - 6. Hours of Work Full Time House Technician
 - 7. Hours of Work Full Time Production Coordinator
 - 8. Hours of Work Information Services Positions IS Applications Supervisor, IS Support Specialist, IS Administrator and Systems Analyst
 - 9. Hours of Work Public Art Coordinator
 - 10. Hours of Work Recreation Leader
 - 11. Hours of Work Senior Planner, Planner and Planning Technician
 - 12. Hours of Work Webmaster
- (e) attach the following Letter of Understanding to the Collective Agreement (as set out in Appendix 2)
 - 1. Acting in a Higher Capacity
- (f) While not to be included in the Collective Agreement, the Employer and the Union agree to establish a joint committee consisting of two (2) representatives of the Employer and two (2) representatives of the Union to review the Letters of Understanding (as set out in Appendix 3). The committee will cease to exist on 2019 December 31 or the date upon which the committee concludes its work, whichever date is sooner.
 - 1. Child Recreation Instructor
 - 2. Hours of Work Recreation Attendants, Cashiers, Childcare Leader, Weight Room Attendants
 - 3. Hours of Work Unexpected or Urgent Events Pilot Project
 - 4. Webmaster Premium

13. **Printing of the Collective Agreement**

While not to be included in the Collective Agreement, the Employer and Union agree that once the Collective Agreement arising from this round of bargaining has been finalized the Collective Agreement will be printed with the costs of printing the Collective Agreement to be shared equally between the Employer and the Union.

14. Housekeeping Matters

Effective the date of ratification of the Memorandum of Agreement, agree to the following housekeeping changes:

- (a) add Fitness Program Supervisor to Article 7 Section 1(e)
- (b) remove last sentence in Article 12 Section 5;
- (c) remove Section 6 of Article 12;
- (d) amend Section 4 of Article 19 to include the following statement:

"When an evaluation of an existing job results in a revised pay band, the new rate of pay will be effective thirty (30) calendar days following the submission of the questionnaire by the incumbent of the position or the date the General Manager signs off on the questionnaire, whichever occurs earlier.";

- (e) update Schedule "A" by mutual agreement during the drafting of the new Collective Agreement; and
- (f) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

15. <u>Drafting of New Collective Agreement</u>

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

16. **Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than sixty (60) calendar days from the date on which the Memorandum of Agreement is signed.

DATED 19 day of May , 2017 in the C	ity of Port I	Moody.			
BARGAINING REPRESENTATIVES FOR EMPLOYER:	THE	BARGAINING LOCAL 825:	REPRESENTATIVES	FOR	CUPE
"Tim Savoie"			"Irene Jakse"		
"Paul Rockwood"			"Dave Wiles"		
"Virgelene Rutherford"			"Adam Taylor"		
"Angie Parnell"			"Steve Ewonus"		
"Tiffany Chung"			"Natalie Hayton"		
"Rob D'Angelo"			"Deanna Lackie"		
			"Ian Clough"		
	<u> </u>				

This is Appendix 1 referred to in item number 12(b).

LETTER OF UNDERSTANDING

between the

<u>CITY OF PORT MOODY</u> (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Inside)

(hereinafter called "the Union")

EI PREMIUM RETURN

The parties have agreed that the method of returning the employee's portion of the savings obtained through the El premium reduction (5/12) will be through their payroll. This is considered taxable and insurable income.

Signed on behalf of CUPE Local 825	Signed on Behalf of the CITY OF PORT MOODY
"Maria Wahl"	"Angie Parnell"
Signature	
June 27, 2006	June 27, 2006
Date	

between the

<u>CITY OF PORT MOODY</u> (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Inside)

(hereinafter called "the Union")

EMPLOYEE-FUNDED LONG TERM DISABILITY PLAN

The Union wishes to have their members added as a group to the City's LTD plan. It is understood that the terms of this plan may change from time to time and the City cannot guarantee elimination periods, the own occupation period or changes to the insurance plan itself.

The Employer and the Union do agree that, as the Plan exists now, the following terms and conditions shall apply to employees who have completed the qualifying period for benefits and are enrolled in the employee-funded Long Term Disability Plan.

1. Eligibility

Effective May I, 2011, and commencing on the first of the month following completion of 3 months of employment all regular full-time employees regular part-time employees equal to or greater than 20 hours/week and job share employees shall participate in the Long Term Disability Plan provided. The employee shall pay 100% of the premiums of the Long Term Disability Insurance.

2. Status and Benefits Coverage During the LTD Waiting Period

An employee who does not have sufficient Sick Leave credits to cover the 119 day LTD waiting period shall be deemed to be on an unpaid leave of absence for the remaining balance of the waiting period. Medical, Extended Health, Dental, and Group Life/AD&D coverage shall continue for the first four weeks of the unpaid leave in accordance with the cost-sharing arrangements agreed to in the Collective Agreement. The employee may elect to maintain their Medical, Extended Health, Dental, and Group Life/AD&D benefits coverage following the four week period by paying 100% of the premiums. If the Group Life Plan includes a premium waiver, no premiums will be payable as long as that provision is in effect.

Employees shall not earn other benefits such as vacation pay, general holidays, and sick leave while in receipt of LTD benefits. Where an employee returns to regular employment, the time absent will be included in the calculation of the employee's seniority and eligibility for future vacation entitlement only.

3. LTD and Sick Leave are Exclusive

Where an employee is in receipt of Long Term Disability benefits the employee shall not have access to Sick Leave.

4. Union's Self Administered Sick Leave Bank

Effective May I, 2011 the Union's self administered sick leave bank will be frozen and the provisions of Article 12 Section 5 for Inside employees, and Article 15 Section 4 for Outside employees, will no longer apply. In the event that this Letter of Understanding is cancelled, the hours accrued in the bank at March 31, 2011 will immediately be replenish to the self administered sick leave bank will apply. Effective May 1, 2011 no further donations to this bank will be taken while this Agreement is in effect.

5. Pensionable Service

The Employer shall request and upon receiving approval from the Pension Corporation the period of Long Term Disability will be considered as pensionable service. The Employer will acknowledge this benefit coverage to the Municipal Pension Plan.

6. <u>Back-filling for Those on LTD</u>

When the employer elects to back-fill for an employee on LTD by posting a regular position and the employee on LTD is subsequently able to return to their posted position, the returning employee shall be reinstated into their previous position or a comparable position.

7. Medical Information Relating to Ability to Return to Work

In order to facilitate the earliest return to work, the Employer may require an employee to periodically provide Information relating to the employee's limitations, abilities and the time frames associated with a return to work. Such information may be required, in an acceptable form, from the employee's health care professional(s). Where the Employer or the Medical Consultants of the Employer require such information, it shall be at the Employer's expense.

8. Return to Work (Rehabilitation)

Where the Employer and the employee's physician determine it advisable, employees may be assigned, either on a part-time or a full-time basis, to another position commensurate with the employee's skill, knowledge, ability and medical condition, and where mutually agreed between the Employer. and the Union, posting and seniority requirements may be waived. Employees who return to employment on a part-time basis or to light duties shall be considered to be on one (1) absence for the purposes of the Long Term Disability Plan.

9. Termination of Employment

Nothing in this Letter restricts the employer's right to. terminate an employee's employment if, as a result of the illness or injury, it is determined that the employment contract has been frustrated.

10. Amendments/Cancellation of the LTD Plan

Any changes to the 119 day LTD waiting period or the two (2) year own occupation period shall not alter those time frames as they appear in this Letter of Understanding, unless the Employer agrees in writing to amend the time frames. In the event that the LTD Plan is terminated, this Letter of Understanding will terminate on the same date. However, this Letter of Understanding will continue to apply to any employee who continues to receive LTD benefits after the termination date until such time that all such employees have exhausted their remaining rights under this Letter of Understanding. A change in carrier shall not be considered termination of the Plan.

11. <u>Disputes</u>

In the event of a disputed claim arising between an employee and the carrier of any of the foregoing benefits, the respective insurance policy shall govern and the Employer shall not be held liable and such disputes shall not be subject to the grievance procedure.

12. <u>Administration</u>

The Employer will administer the plan and deduct the premiums bi-weekly from the employees.

Nothing in this Letter restricts the employer's right to change LTD insurance carriers. If the employer elects to change carriers, the employer or its new carrier will provide a quote to the Union for the cost of coverage of its members. If the Union wishes to continue to participate in the LTD Plan with the new carrier, this Letter of Understanding will remain in place. If the Union does not wish to do so, and chooses to cancel coverage, this Letter of Understanding will terminate upon the effective date of such cancellation.

Signed on behalf of the District of the City of Port Moody	Signed on behalf of the Canadian Union of Public Employees, Local 825	
"Gaetan Royer"	"Maria Wahl"	
Signature	Signature	
May 19, 2011	May 18, 2011	
Date	Date	

between the

<u>CITY OF PORT MOODY</u> (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Inside)

(hereinafter called "the Union")

LAYOFF AND RECALL

Nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement:

Definition

A layoff shall be defined as a reduction in the work force for a variety of reasons (including declaring the position redundant) or a reduction in the regular hours of work as defined in this Agreement.

Guidelines

- 1. In the event of a layoff within a classification, where the skill, knowledge and ability of employees in the classification concerned are equal, employees shall be laid off in the reverse order of their seniority.
- 2. Employees who are subject to a layoff may exercise their seniority by displacing (bumping) employees with less seniority, in another classification, where, in the opinion of the Employer, the skill, knowledge and ability of the employees is equal. Any employee who exhausts or fails to exercise bumping privileges shall be considered laid off. Employees who are completing their initial probationary period shall have no seniority and if they are displace pursuant to this Clause they shall be laid off. Employees must exercise their rights under the pertinent clauses of the relevant collective agreement no later than ten (10) days following the receipt of notice of layoff given pursuant to the pertinent clauses of the relevant Collective Agreement.
- 3. An employee shall advise the Employer of their intention to bump within five (5) working days of receipt of notice of layoff.
- 4. Within five (5) working days of receipt of intention to bump, the Employer shall advise the employee and the Union in writing of the names and classifications of individuals with less seniority. An employee who is bumped shall be able to bump an employee with less seniority, in another classification, where, in the opinion of the Employer, the skill, knowledge and ability of the employees is equal.

- (a) Employees shall be recalled to the position from which they were laid off in the order of their seniority, providing they have the necessary ability, knowledge and skill to perform the work.
- (b) A laid off employee may apply for a posted position.
- 5. Employees who are recalled and who fail to return to work within seven (7) calendar days after being notified by registered mail to do so, shall be considered out of the service and shall forfeit all seniority rights, unless through sickness or any other just cause agreed upon by the Employer and the Union. It shall be the responsibility of the employee to keep the Employer informed of his/her current address.
- 6. In the event of layoffs, the Employer agrees that it will offer employment to employees affected by layoffs, prior to engaging any new employees for similar work, providing they have upheld any necessary certifications. Where an employee is recalled within the time limit specified, he/she shall be credited with previous service in connection with seniority, this determining length of service in connection with vacations and other benefits based on length of service.
- 7. In the event of an emergency, the Employer may recall a laid off employee for a period of less than two (2) weeks, provided the employee is available and is informed at the time of the recall that this is an emergency situation and that layoff notice is waived. In no case shall an employee be so informed if the Employer is aware that the employee shall be required to work for a period in excess of two (2) weeks.
- 8. This Letter of Understanding shall terminate on the expiry of the current collective agreement unless it is expressly renewed.

SIGNED on behalf of the City of Port Moody	SIGNED on behalf of CUPE Local 825
Signature	Signature
Date	Date

between the

<u>CITY OF PORT MOODY</u> (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Inside) (hereinafter called "the Union")

RE: RECREATION CENTRE – OVERNIGHT YOUTH PROGRAMS

The parties to this Letter of Understanding have reached this agreement to support the occasional provision of overnight programs for youth.

- 1) Employees supervising the overnight activities will be paid at straight time for all hours with the exception of sleep time; and
- 2) Where the overnight program exceeds one night, an additional day off with pay, or the equivalent, will be provided in recognition of the extra hours worked in delivering the program.

This letter will expire on December 31, 2019 unless renewed by the parties.

Signed on behalf of CUPE Local 825	Signed on behalf of the CITY OF PORT MOODY
Signature	
Date	

between the

<u>CITY OF PORT MOODY</u> (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Inside) (hereinafter called "the Union")

RE-EMPLOYMENT OF INSIDE AUXILIARY CLERK EMPLOYEES

The Employer and Union agree that if an employee retires from the City of Port Moody and returns to work for the City as an Auxiliary or Temporary Full-Time employee, the following will apply:

- 1. The re-employed employee will receive their pre-retirement rate of pay when returning to their former classification for a period of twelve (12) months immediately following the date of retirement; and
- 2. After twelve (12) months, the employee will receive the current rate of pay for the Auxiliary Clerk position, regardless of where they are assigned.

SIGNED this day of	₋ , 2017.	
ON BEHALF OF THE EMPLOYER:		ON BEHALF OF THE UNION:

between the

<u>CITY OF PORT MOODY</u> (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Inside) (hereinafter called "the Union")

VACATION CARRYOVER

The parties to this Letter of Understanding agree to the following effective December 31, 2009:

- 1. All employees are expected to schedule and take their vacation each year. However, employees will be allowed to bank a maximum of 25% of their current year's vacation leave entitlement, up to a maximum accumulation of 75% of their current vacation leave entitlement, in a carryover bank.
- 2. Requests to have more than 25% of the current year carried over, or an accumulation of more than 75% of their current vacation leave entitlement held in their carry over bank, must be made in writing prior to year end as long as the excess is taken prior to the following year end.

Example: An employee who has a 105 hour entitlement would be entitled to bank 26.25 hours/year to a maximum of 78.75 hours in their accumulated bank.

- 3. Employees whose balances fall below 25% of their entitlement at the end of 2009, have those balances applied toward the 75% maximum. Employees, whose balances exceed 25% of their current year's entitlement as of December 31, 2009, will have an opportunity to either use the time in 2010 with payouts occurring following December 31, 2010 for balances in excess of 75% of their entitlement.
- 4. Staff notifications will be made prior to December 31, 2009.

SIGNED ON BEHALF OF CUPE LOCAL 825:	SIGNED ON BEHALF OF THE CITY OF PORT MOODY:
"Maria Wahl"	"Angie Parnell"
Signature	
Dec. 23/09	Dec. 23/09
Date	

This is Appendix 2 referred to in item number 12(d).

LETTER OF UNDERSTANDING

between the

<u>CITY OF PORT MOODY</u> (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Inside)

(hereinafter called "the Union")

COMPRESSED TIME BANK FOR GENERAL HOLIDAYS FOR REGULAR FULL TIME BYLAW ENFORCEMENT OFFICERS

The parties agree to establish a straight time bank to supplement the seven (7) hours paid for each general holiday that occurs while employees are on an 8.75 hour, 4-day work week. This amendment is applicable to the following positions only:

a. Bylaw Enforcement Officer

The following conditions will apply:

- 1. Employees may be permitted to work up to an additional 21 hours per year at straight time to contribute to this "compressed time" bank.
- 2. The additional hours are to be worked and banked at 0.25 increments per work day.
- 3. The contributed time will be used to build up the "compressed time" bank but that bank shall not exceed a maximum of 21 hours per calendar year.
- 4. The compressed time bank is to be used for general holiday top-up only.
- 5. The compressed time bank cannot be taken as any other paid time off or as cash.
- 6. If an employee does not have enough hours accumulated in the compressed time bank to cover a general holiday, the employee will be required to make up the hours short by using vacation, banked overtime or leave without pay.
- 7. The employer will review annually the administration and continuation of this bank.

This agreement is on a without prejudice basis and will not form part of the Collective Agreement.		
DATED day of	, 2017 in the City of Port Moody	
ON BEHALF OF THE EMPLOYER:	ON BEHALF OF THE UNION:	

between the

<u>CITY OF PORT MOODY</u> (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (hereinafter called "the Union")

HOURS OF WORK – BY-LAW ENFORCEMENT OFFICERS

The Employer and the Union agree that all employees working as By-Law Enforcement Officers shall be covered by the Hours of Work provisions contained in Article 7.1 (g) of the Collective Agreement in place of the provisions contained in Article 7.1(c).

For reference, Article 7.1 (g) provides for a workweek consisting of five (5) consecutive days per week, Monday through Sunday, with two consecutive 'days off (except when changing workweeks). The work day will consist of seven (7) consecutive hours per day (exclusive of a lunch break), between the hours of 6:00 a.m. and 12 midnight.

Article 7.1(k) will apply to those employees covered by this Letter of Understanding.

SIGNED THIS 10" DAY OF OCTOBER, 2001	
ON BEHALF OF THE EMPLOYER:	ON BEHALF OF THE UNION
"Kim Munro"	"Maria Wahl"

BETWEEN:

CITY OF PORT MOODY

(the "City")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 825 (Inside)

(the "Union")

RE: HOURS OF WORK - COMMUNICATIONS SPECIALIST

The parties to this Letter of Understanding agree to hours of work, for the position of Communications Advisor:

- 1. Seven (7) consecutive hours per day (exclusive of a lunch break), between the hours of 7:00 a.m. and 10:00 p.m., Monday through Friday.
- 2. Employees covered above shall work a 70 hour bi-weekly schedule mutually agreed to by the employee and their immediate non-union supervisor at straight time. Such work shall not exceed 10 hours in a day or 5 days in a week. Where there is no agreement, a non-union supervisor shall establish the work schedule within the applicable hours of work described above.

Signed this 24 day of May, 2013.

SIGNED ON BEHALF OF CUPE LOCAL 825:	SIGNED ON BEHALF OF THE CITY OF PORT MOODY:
"Raman Braich"	"Angie Parnell"

between the

<u>CITY OF PORT MOODY</u> (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Inside) (hereinafter called "the Union")

RE: HOURS OF WORK – COMMUNICATIONS AND EVENTS ASSISTANT

The parties to this Letter of Understanding agree to the following hours of work provisions for the position of part-time and temporary full-time Communications and Events Assistant:

- 1. The position's regular hours of work will be 42 hours bi-weekly with up to 10 hours worked per day between the hours of 7:00 a.m. and 1:00 a.m.
- 2. The work week will consist of five consecutive days, Sunday through Saturday, with two consecutive days off (except when changing work weeks)

Signed on behalf of CUPE Local 825	Signed on Behalf of the CITY OF PORT MOODY
"Maria Wahl"	"Virgelene Rutherford"
Signature	
March 12, 2008	March 12, 2008
Date	

between the

<u>CITY OF PORT MOODY</u> (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Inside) (hereinafter called "the Union")

RE: HOURS OF WORK – FULL TIME COMMITTEE CLERK

The parties to this Letter of Understanding agree to the following hours of work provisions for the position of full-time Committee Clerk effective August 1, 2006:

- 1. The position's regular hours of work will be 70 hours bi-weekly with up to 10.0 hours worked per day between the hours of 8:00 a.m. and 11:00 p.m.
- 2. The work week will consist of five consecutive days, Monday through Friday, with two consecutive days off.

Signed on behalf of CUPE Local 825	Signed on Behalf of the CITY OF PORT MOODY
"Maria Wahl"	"Angie Parnell"
Signature	
July 24, 2006	July 24, 2006
Date	

between the

<u>CITY OF PORT MOODY</u> (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Inside) (hereinafter called "the Union")

RE: HOURS OF WORK – FULL TIME HOUSE TECHNICIAN

The parties to this Letter of Understanding agree to the following hours of work provisions for the position of full-time House Technician:

- 1. The position's regular hours of work will be 70 hours bi-weekly with up to 10 hours worked per day between the hours of 7:00 a.m. and 1:00 a.m.
- 2. The work week will consist of five consecutive days, Monday through Sunday, with two consecutive days off (except when changing work weeks)

Signed on behalf of CUPE Local 825	Signed on Behalf of the CITY OF PORT MOODY
"Maria Wahl"	"Ron Campbell"
Signature	
June 30, 1999	July 05, 1999
Date	

between the

<u>CITY OF PORT MOODY</u> (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Inside) (hereinafter called "the Union")

RE: HOURS OF WORK – FULL-TIME PRODUCTION COORDINATOR

The parties to this Letter of Understanding agree to the following hours of work provisions for the position of full-time Production Coordinator.

- 1. The position's regular hours of work will be 70 hours bi-weekly with up to 10 hours worked per day between the hours of 7:00 a.m. and 1:00 a.m.
- 2. The work week will consist of five consecutive days, Sunday through Saturday, with two consecutive days off (except when changing work weeks)

Signed on behalf of CUPE Local 825	Signed on behalf of the CITY OF PORT MOODY
"Maria Wahl"	"Kim Munro"
Signature	
February 7, 2002	February 2, 2008
Date	

LETTER OF UNDERSTANDING BETWEEN:

CITY OF PORT MOODY

(the "City")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 825 (Inside)

(the "Union")

RE: HOURS OF WORK-ITPOSITIONS INCLUDING: IS APPLICATIONS SUPERVISOR, IS SUPPORT SPECIALIST, IS ADMINISTRATOR AND SYSTEMS ANALYST

The parties to this Letter of Understanding agree to hours of work consisting of:

- 1. Five (5) consecutive days per week, Monday through Friday, with two consecutive days off (except when changing work-weeks). The work day will consist of seven (7) consecutive hours per day (exclusive of a lunch break), between the hours of 6:00 a.m. and 10:00 p.m.
- 2. Employees covered above shall work a seventy (70) hour bi-weekly schedule mutually agreed to by the employee and their immediate non-union supervisor at straight time. Such work shall not exceed 10 hours in a day or 5 days in a week. Where there is no agreement, a non-union supervisor shall establish the work schedule within the applicable hours of work described above.
- 3. Effective May 1, 2013 there may be a planned maintenance/ project weekend shift four (4) times/ year. The notice period will be two (2) weeks for a change to the days of work for the planned maintenance/ project weekend shift.
- 4. The planned maintenance/ project weekend shift will be a seven (7) hour shift, any time worked over seven (7) hours will be compensated in accordance with the Collective Agreement.

SIGNED ON BEHALF OF CUPE LOCAL 825:	SIGNED ON BEHALF OF THE CITY OF PORT MOODY:
"Irene Jakse"	"Virgelene Rutherford"
Signature	Signature
November 9, 2016	November 9, 2016
Date	Date

between the

<u>CITY OF PORT MOODY</u> (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Inside) (hereinafter called "the Union")

RE: HOURS OF WORK – PUBLIC ART COORDINATOR

The parties to this Letter of Understanding agree to the following hours of work provisions for the position of part-time Public Art Coordinator:

- 1. The position's regular hours of work will be 42 hours bi-weekly with up to 7 hours worked per day between the hours of 7:00 a.m. and 1:00 a.m.
- 2. The work week will consist of five consecutive days, Sunday through Saturday, with two consecutive days off (except when changing work weeks)

Signed on behalf of CUPE Local 825	Signed on behalf of the CITY OF PORT MOODY
"Bill Blackwood"	"Virgelene Rutherford"
Signature	
February 8, 2012	February 8, 2012
Date	

between the

<u>CITY OF PORT MOODY</u> (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Inside)

(hereinafter called "the Union")

RE: HOURS OF WORK – RECREATION LEADER

The parties to this Letter of Understanding agree to the hours of work for the position Recreation Leader as are extended under Article 7 Section 1 for Recreation Programmers. This agreement will take effect May 26, 2003.

Signed on behalf of CUPE Local 825	Signed on Behalf of the CITY OF PORT MOODY
"Maria Wahl"	"Angie Parnell"
Signature	
June 11, 2003	June 11, 2003
Date	

between the

CITY OF PORT MOODY

(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Inside)

(hereinafter called "the Union")

RE: HOURS OF WORK – SENIOR PLANNER & PLANNER

The parties to this Letter of Understanding agree to the following hours of work for the position of Planner and Planning Technician:

- 1. Seven consecutive hours per day (exclusive of a lunch break), between the hours of 7:00 am and 10:00 pm., Monday through Friday.
- 2. Employees covered above shall work a seventy (70) hour bi-weekly schedule mutually agreed to by the employee and their immediate non-union supervisor at straight time. Such work shall not exceed ten (10) hours in a day or five (5) days in a week. Where there is no agreement, a non-union supervisor shall establish the work schedule within the applicable hours of work described above.

Signed on behalf of CUPE Local 825	SIGNED on behalf of the CITY OF PORT MOODY
"Irene Jakse"	"Virgelene Rutherford"
Signature	Signature
November 9, 2016	November 9, 2016
Date	Date

between the

CITY OF PORT MOODY

(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Inside)

(hereinafter called "the Union")

RE: HOURS OF WORK – WEBMASTER

The parties to this Letter of Understanding agree to the hours of work for the position of Webmaster, consisting of five consecutive days per week, Monday through Sunday, with two consecutive days off (except when changing work weeks). The work day will consist of seven consecutive hours per day (exclusive of a lunch break), between the hours of 6:00 a.m. and 12 midnight.

Signed on behalf of CUPE Local 825	Signed on Behalf of the CITY OF PORT MOODY
"Maria Wahl"	"Virgelene Rutherford"
Signature	
March 12, 2008	March 12, 2008
Date	

between the

<u>CITY OF PORT MOODY</u> (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Inside)

(hereinafter called "the Union")

ACTING IN A HIGHER CAPACITY

The Employer and the Union agree to the following:

- 1. The terms of this Letter of Understanding shall only apply to Regular Full-Time Employees who are at step 3 in their regular position, and who have been temporarily upgraded to a higher classification.
- 2. On April 1st and October 1st of each calendar year, the employer will review the number of hours worked by eligible employees in a higher classification.
- 3. If an employee has worked 1827 hours in a single higher classification, the employee will move to the next increment in that higher classification for any future temporary assignments in that higher classification.
- 4. An employee who is covered by the terms of this Letter of Understanding will continue to be covered by its terms even if the employee is subsequently promoted.

Signed on behalf of CUPE Local 825:	Signed on behalf of the CITY OF PORT MOODY
Signature	Signature
Date	Date

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This is the Appendix 3 referred to in item number 12(e).

LETTER OF UNDERSTANDING

between the

<u>CITY OF PORT MOODY</u> (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Inside)

(hereinafter called "the Union")

CHILD RECREATION INSTRUCTOR POSITIONS

Employees working as Child Recreation Instructors (CRI) will fall under "Schedule C" of the Inside Employees collective agreement with the following exceptions:

- 1. Linda Boyes, Carol Harris and Linda Mang will be grandfathered into the CRI auxiliary positions. Only at such time as a vacancy occurs will the CRI position(s) be subject to the posting provisions.
- 2. Daily Guarantee
 - a) Subject to the provisions of 2(b) below, a CRI reporting for a scheduled shift on the call of the City, shall receive the employee's regular hours' rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours' pay at the regular rate.
 - b) Subject to the provisions of paragraph (c) an employee who commences work on a scheduled shift shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of three (3) hours pay at the regular hourly rate.
 - c) In the case where an employee (i) reports for a regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, the minimum payments set forth in 1(a) above shall not be payable.
- 3. The CRI will continue to work a split shift.
- 4. The CRI employees will be eligible for one half (½) hour of set up time each day and one half (½) hour of take down to a maximum of one (1) hour a day in which they work.

2016 FRAMEWORK FOR SETTLEMENT – APPENDIX 3 CITY OF PORT MOODY – CUPE 825 (Inside)

5. The rate of pay for a CRI will be fifteen dollars and thirty-seven cents an hour (\$15.37). This rate of pay will only be subject to collective agreement bargaining and not the job evaluation plan.

This Letter of Understanding will be effective January 1, 2002.

Signed on behalf of CUPE Local 825	SIGNED on behalf of the CITY OF PORT MOODY
"Maria Wahl"	"Rob Corbett"
Signature	Signature
April 29, 2002	April 29, 2002
Date	Date

between the

<u>CITY OF PORT MOODY</u> (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Inside) (hereinafter called "the Union")

RE: HOURS OF WORK – RECREATION ATTENDANTS, CASHIERS, CHILDCARE LEADER, WEIGHT ROOM ATTENDANTS

The parties to this Letter of Understanding agree to the following provisions effective July 14, 2011 to December 31, 2011.

- The positions of Recreation Attendant and Childcare Leader will receive the employee's regular hourly rate of pay for the entire period present at the place of work, with a minimum two and ½ hours (2½) hours pay at the regular hourly rate.
- The positions of Weight Room Attendants and Cashier will receive the employee's regular hourly rate of pay for the entire period present at the place of work, with a minimum three (3) hours pay at the regular hourly rate.
- A Weight Room Attendant; Recreation Attendant and Childcare Leader reporting for a schedule shift on the call of the Employer, shall receive the employee's regular hourly rate of pay for the entire period present at the place of work, with a minimum of two (2) hours pay at the regular hourly rate.
- As more hours become available in the weight room for weight room attendants, a threshold of twenty hours for each position will trigger a conversion to part-time status.
- Any break for two hours or less between shifts, will be considered part of the same shift.
- The parties are in the process of examining the feasibility of conversions to full-time status for cashiers, weight room attendants, recreation attendants.
- By December 31, 2011 the parties must agree upon a date to move recreation centre positions, having regular status, currently in schedule A1 to schedule A.
- The parties agree that, when appropriate, these terms will be included in the collective agreement.

2016 FRAMEWORK FOR SETTLEMENT – APPENDIX 3 CITY OF PORT MOODY – CUPE 825 (Inside)

Signed on behalf of CUPE Local 825	SIGNED on behalf of the CITY OF PORT MOODY
"Maria Wahl"	"Angie Parnell"
Signature	Signature
July 14, 2011	July 14, 2011
Date	Date

between the

<u>CITY OF PORT MOODY</u> (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Inside)

(hereinafter called "the Union")

HOURS OF WORK – PILOT PROJECT

Where an Employer has overtime work as a result of unexpected or urgent events (such as snow clearing, water main breaks etc.) that needs to be performed and an employee agrees to work the overtime the following conditions will apply:

- 1. Article 7, Section 4 of the Collective Agreement does not apply to work performed under this Letter of Understanding; however, the remainder of Article 7 applies.
- 2. Where an employee works fourteen (14) continuous hours, the employee will be entitled to have eight (8) hours off work between the end of the fourteen (14) hour shift and the start of their next regular or overtime work shifts.
- 3. Where the employee works overtime prior to their regular shift and the number of overtime hours worked by the employee combined with the number of hours the employee has worked on their regular scheduled shift reaches fourteen (14) consecutive hours of work, the employee will not work the remained of their regular shift.
- 4. Where an employee does not work the remainder of their regular shift because the employee has worked fourteen (14) consecutive hours, the employee will be paid at their straight time rate of pay, for the remainder of their shift, to a maximum of four (4) hours, except that an employee will not be entitled to this payment where the employee will be working another overtime shift.
- 5. Where an employee works overtime after their regular scheduled shift and the number of overtime hours worked by the employee combined with the number of hours the employee has worked on their regular scheduled shift reached fourteen (14) consecutive hours of work, the employee will cease working. If there are less than eight (8) hours between the end of their overtime shift and the start of the employee's next regularly scheduled shift or overtime shift and the start of the employee will not

be required to report for work until eight (8) hours have elapsed from the end of their overtime shift.

- 6. Where, as a result of item 5 above, the number of hours the employee works on their regular shift is less than the number of hours the employee would have worked on a regular shift had the employee not worked the overtime, the employee will be paid, at their straight time rate of pay, for the number of hours of the employee's regularly scheduled shift that the employee did not work as a result of having worked fourteen (14) consecutive hours, up to a maximum of four (4) hours, except that an employee will not be entitles to the payment where the employee will be working another overtime shift.
- 7. Where, as a result of Items 4 or 6 above, the employee does not receive straight time pay for the full length of their regular shift, the employee may choose to draw time from one of the employee's time banks (e.g., vacation, overtime) to make up the difference between the number of hours in the employee's regular shift and the number of hours straight time pay the employee received for the work performed on a particular day.
- 8. An employee who does not work fourteen (14) consecutive hours is not entitles to any pay for any part of their regularly scheduled shift that they do not actually work.
- 9. This Letter of Understanding is in effect for two (2) years from the date of the signing of this Letter of Understanding and may be extended by mutual agreement of the parties.

SIGNED THIS DAY OF	_, 2017.
ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE UNION

between the

<u>CITY OF PORT MOODY</u> (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Inside)

(hereinafter called "the Union")

WEBMASTER PREMIUM

The Employer requires the incumbent in the Webmaster classification to publish information during non-scheduled work hours. Therefore, the Employer and the Union agree as follows:

- 1. The incumbent of the classification will receive additional pay equivalent to seventy-five cents (\$0.75) per hour as compensation for the above mentioned non-scheduled work;
- 2. This additional premium shall not apply to premium hours such as overtime or callout; and
- 3. The incumbent is not entitled to any other compensation for this additional work.

This Letter of Understanding will continue Understanding.	the parties agree to amend or terminate the Letter of
DATED day of,	, 2017 in the City of Port Moody.
SIGNED ON BEHALF OF CUPE LOCAL 825:	SIGNED ON BEHALF OF THE CITY OF PORT MOODY: