

2016

MEMORANDUM OF AGREEMENT

between the

CITY OF PORT MOODY  
(hereinafter called "the Employer")

and the

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

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, 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 31<sup>st</sup> 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 31<sup>st</sup> 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 31<sup>st</sup> 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 31<sup>st</sup> 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), and (c) 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 8 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:

	<u>Full-Time Employees</u>	<u>Regular Part-Time &amp; Auxiliary Employees</u>
OFA Level II	\$125 per month	80¢ per hour

The Employer will pay course fees for the OFA Level II and/or III course for employees who are required to have such certification.”

5. **Shift Work – Shift Premium**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Section 3 of Article 8 to read as follows:

“Shift premium shall be one dollar (\$1.00) and shall be payable for those hours of a regular shift so worked by an employee outside the exempt hours of work; provided, however, that if more than one-half of the hours of the regular shift so worked fall outside the exempt hours of work, the shift premium shall be applied to the hours worked in the entire regular shift. For the purpose of this Section 3 "exempt hours of work" means the normal hours of work for an employee within the range of 7:00 a.m. to 5:00 p.m. together with the hour immediately preceding and the hour immediately following such normal hours of work. For example, if the normal hours of work are 7:00 a.m. to 3:30 p.m., the

exempt hours of work would be 6:00 a.m. to 4:30 p.m. If the normal hours of work are 7:30 a.m. to 4:00 p.m., then the exempt hours of work would be 6:30 a.m. to 5:00 p.m.

6. **Overtime, Callout and Standby**

Effective 2018 January 01, the Employer and the Union agree to amend Section 1(f) of Article 9 to read as follows:

“An employee who has opted to receive compensating time off instead of cash, shall be credited with compensating time off up to a maximum of one hundred and twenty (120) hours in a calendar year. Any further earned overtime (beyond the one hundred and twenty hours during that year) will be paid within the pay period that it was earned.

Compensating time off approved by the employee's Department Head (or delegate) will be provided at the rate(s) in effect at the time the overtime in question was worked. All compensating time off credited during a particular calendar year, but which has not been granted to an employee by December 31<sup>st</sup> of the immediately following year shall be paid in cash at that time at the pay rate or rates in effect at the time the overtime in question was worked.”

7. **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 the last paragraph in Section 2 of Article 13 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:
- (i) 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 date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Section 4 of Article 13 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.”

8. **Sick Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Section 2 of Article 15 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.”

9. **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”

10. **Seniority**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Section 11 to Article 19 to read as follows:

“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 Regular Full-time Employee status. Employees who convert to Regular status under this provision will be considered Probationary employees for six (6) months following the date of conversion, as per Article 5(b).”

11. **Letters of Understanding**

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

(a) renew the following Letters of Understanding and attach them to the Collective Agreement (as set out in Appendix 1):

1. Hours of Work – Work Solid Waste Collection
2. Hours of Work – Electrician
3. EI Premium Return
4. Employee Funded Long Term Disability Plan
5. Expressions of Interest for Public Works Responder Standby
6. Municipal Pension Plan for Temporary Full Time Employees

(b) amend the following Letters of Understanding in the Collective Agreement (as set out in Appendix 2)

1. Compressed Time Bank Mechanics
2. Schedule “G” – Hours of Work
3. Schedule “H” – 10 Hour Shift – Utility Worker and Mechanic Position
4. Utility Maintenance Worker I and II Positions

(c) the following Letters of Understanding are not in effect:

1. Expressions of Interest Operations and Parks – Acting Supervisory Development
2. Expressions of Interest Operations and Parks – Employee Development
3. Operations Auxiliary to Temporary Full Time (MSA)
4. Schedule “E” – Refinements in the Operation of Refuse Collection Services

(d) add the following Letter of Understanding to be attached to the Collective Agreement (as set out in Appendix 3):

1. Article 6 – Section 4 –Effect of Increments

While not to be included in the Collective Agreement, the Employer and the Union agree that the Employer will apply the terms of the Letter of Understanding as soon as possible following the date of ratification. Thereafter, the Employer will complete the calculation on the date set out in the Letter of Understanding.

2. Layoff and Recall
3. Vacation Carryover

While not to be included in the Collective Agreement, the Employer and the Union agree that any employee who, as of the date of ratification of the Memorandum of Agreement, has a vacation bank which exceeds seventy-five percent (75%) of their

current annual vacation leave entitlement shall not be permitted to bank any additional vacation until such time as the bank falls below seventy-five percent (75%).

12. **Joint Committee – Outstanding Matters**

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 discuss the issues listed below. 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. Letter of Understanding – Hours of Work – Unexpected or Urgent Events – Pilot Project ((as set out in Appendix 4)
2. Letter of Understanding – Schedule “F” – 10 Hour Shift – Parks and Recreation (as set out in Appendix 4)
3. Possible alternate work schedules
4. Potential introduction of a statutory holiday bank for Facilities–10 Hour Shift employees
5. Potential introduction of a Training 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) amend Section 4 of Article 21 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.”;

- (b) update Schedule “A” by mutual agreement during the drafting of the new Collective Agreement; and
- (c) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

15. **Drafting of New Collective Agreement**

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

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 City of Port Moody.

BARGAINING REPRESENTATIVES FOR THE  
EMPLOYER:

BARGAINING REPRESENTATIVES FOR CUPE  
LOCAL 825:

\_\_\_\_\_  
"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"

\_\_\_\_\_

\_\_\_\_\_



This is Appendix 1 referred to in item number 11(a).

LETTER OF UNDERSTANDING

between the

CITY OF PORT MOODY  
(hereinafter called “the Employer”)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Outside)  
(hereinafter called “the Union”)

**RE: SOLID WASTE COLLECTION OPERATIONS**

The parties to this Letter of Understanding agree that if these arrangements stand at time of the negotiations of the next Collective Agreement, the provisions outlined in this letter will form a Schedule attached to the Collective Agreement.

This agreement will take effect June 29, 2009 and will be re-evaluated on June 29, 2010:

1. The work week will be Monday to Friday.
2. Hours of work will be four 10 hour shifts between 6:00 a.m. and 6:00 p.m.
3. Where a statutory holiday falls on a Monday or a Friday, the Collection Operators will receive the day off, the eight hours pay normally received will be credited to a statutory holiday bank. Operators will receive 40 hours of pay.
4. Collection Operators will draw down time from the bank during the year. All requests must be approved by the Manager based on operational requirements. All time must be used prior to March 31 of the following year or they will be paid out.
5. When a statutory holiday requires solid waste collection, employees in this class are required to work overtime. All overtime and premium pay provisions of the collective agreement will apply.
6. Employees required to backfill for collection operators are required to work a 10 hour day. All provisions pertaining to overtime in the agreement will be applicable.
7. If operational requirements dictate a 5 day 8 hour operation is required, there will be a 60 day notice period and the operators schedule will be in accordance with the terms of the Collective Agreement.

Signed on behalf of CUPE Local 825

Signed on Behalf of the CITY OF PORT MOODY

“Maria Wahl”

“Angie Parnell”

\_\_\_\_\_  
Signature

\_\_\_\_\_  
May 7, 2009

\_\_\_\_\_  
May 7, 2009

Date



LETTER OF UNDERSTANDING

between the

CITY OF PORT MOODY  
(hereinafter called “the Employer”)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Outside)  
(hereinafter called “the Union”)

**RE: HOURS OF WORK - ELECTRICIAN**

The parties to this Letter of Understanding agree to the following hours of work, for the position of Electrician:

- The regular work week will be Monday to Friday as outlined in Article 7 (1) of the Collective Agreement.
- The City may institute a planned maintenance/project weekend shift four (4) times per year. The notice period will be two weeks for a change to the days of work for the planned maintenance/project weekend shift.
- The planned maintenance/project weekend shift will be an eight (8) hour shift as per Article 7 (1), any time worked over eight (8) hours will be compensated in accordance with the collective agreement.
- Article 7 (2) will not apply to the planned maintenance/project weekend shift.

The parties will agree to provide 30 days cancellation notice if either party wishes to terminate this letter of understanding.

Signed on behalf of CUPE Local 825

Signed on behalf of the CITY OF PORT MOODY

“Bill Blackwood”

“Virgelene Rutherford”

\_\_\_\_\_  
Signature

\_\_\_\_\_  
January 27, 2011

Date

\_\_\_\_\_  
January 27, 2011

LETTER OF UNDERSTANDING

between the

CITY OF PORT MOODY  
(hereinafter called “the Employer”)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Outside)  
(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 EI 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

LETTER OF UNDERSTANDING

between the

CITY OF PORT MOODY  
(hereinafter called “the Employer”)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Outside)  
(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 1, 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 1, 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. Back-filling for Those on LTD

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. Disputes

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. Administration

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

LETTER OF UNDERSTANDING

between the

CITY OF PORT MOODY  
(hereinafter called “the Employer”)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Outside)  
(hereinafter called “the Union”)

**‘EXPRESSIONS OF INTEREST’ FOR PUBLIC WORKS RESPONDER STANDBY**

The parties have agreed to ‘Expressions of Interest’ for Public Works Responder Standby positions within Parks & Public Works on a trial basis for one (1) year. This agreement is on a without prejudice basis and will not form part of the Collective Agreement. The positions will be compensated as per the Collective Agreement Article 9: Standby.

Definition

An ‘Expression of Interest’ is a method by which employees can show their interest in being in a position of Public Works Responder Standby.

The opportunities are being offered to ensure help employees prepare themselves for future opportunities such as promotion and transfer within the Department.

Guidelines

1. Be a RFT (Regular Full Time) employee in the Parks & Public Works Department.
2. Have working experience on water, sewer, drainage, roads infrastructure or applicable municipal experience.
3. Have an unrestricted Class 3 license with air endorsement.
4. Reside within a 35 km radius of the Port Moody Works Yard.
5. Agree and sign the Port Moody Public Works Responder Code of Conduct Agreement.



### Conduct & Preparedness

Accept scheduled weeks and be responsible to find a replacement if unable to work the scheduled week (trade or switch with someone) ensuring the Superintendent of Utilities is notified of the changes.

Ensure the Superintendent of Utilities has current contact information. In the event the responder has not been assigned a city cell phone, one will be provided.

Abstain from consuming any alcohol and other substances that could impair judgement or the ability to respond during the full duration of standby period.

Remain within a 40 minute response time to any site within the City. This includes refraining from any activity that would prevent a 40 minute response.

### Response

Ensure your cell phone is working for the entire on call period.

Respond to all calls during call out shift.

Evaluate problem, mitigate damages, determine level of response and initiate call outs for response as per the call out sheets.

Submit completed time sheets for call outs to the Superintendent of Utilities.

### Equipment & Supplies

Vehicle keys and cell phone are NOT to be left in vehicle. They are to remain the responsibility of the responder at all times.

Complete all pre and post trip inspections.

Supplies used must be replaced in the vehicle. This must be done each Wednesday morning or as needed. An inventory sheet will be checked, signed and dated at the beginning and end of each responder week. This inventory sheet is to be submitted to the Superintendent of Utilities at the end of the responder week.

Ensure the response vehicle is fuelled and cleaned at the end of your responder week.

Fees and fines incurred while using the responder vehicle are the responsibility of the responder.

### Schedule

Shifts will be from Wednesday at 1530 to the following Wednesday at 0700, as follows:

Wednesday 1530 to Thursday 0700

Thursday 1530 to Friday 0700  
Friday 1530 to Monday 0700  
Monday 1530 to Tuesday 0700  
Tuesday 1530 to Wednesday 0700

The City of Port Moody and CUPE Local 825 retain the right to cancel the Expression of Interest program at any time, with a minimum of ninety (90) working day's written notice.

The parties agree to review this agreement prior to the end of the one (1) year trial. The trial may be extended by mutual agreement between the parties.

SIGNED on behalf of the City of Port  
Moody – Parks & Public Works

“Dave Kidd”

\_\_\_\_\_  
Signature

April 08, 2014

\_\_\_\_\_  
Date

SIGNED on behalf of CUPE Local 825

“Raman Braich”

\_\_\_\_\_  
Signature

April 08, 2014

\_\_\_\_\_  
Date

SIGNED on behalf of the City of Port  
Moody – Human Resources

“Virgelene Rutherford”

\_\_\_\_\_  
Signature

April 08, 2014

\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING

between the

CITY OF PORT MOODY  
(hereinafter called “the Employer”)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Outside)  
(hereinafter called “the Union”)

**MUNICIPAL PENSION PLAN FOR TEMPORARY FULL-TIME EMPLOYEES**

Effective April 1, 2006, the parties agree that upon the completion of twelve (12) months accumulated service within a twenty-four (24) consecutive month period, a Temporary Full-Time Employee shall be entitled to coverage under the Municipal Pension Plan.

Signed on behalf of CUPE Local 825

Signed on Behalf of the CITY OF PORT MOODY

“Maria Wahl”

“Gaetan Royer”

\_\_\_\_\_  
Signature

\_\_\_\_\_  
July 26, 2006

Date

\_\_\_\_\_  
July 26, 2006

This is Appendix 2 referred to in item number 11(b).

LETTER OF UNDERSTANDING

between the

CITY OF PORT MOODY  
(hereinafter called "the Employer")

and the

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

COMPRESSED TIME BANK MECHANICS

In addition to the terms and conditions set out in Schedule "H" – 10-Hour Shift Utility Worker and Mechanic Positions of the CUPE Local 825 (Outside) Collective Agreement, the Employer and the Union have agreed to the following:

- For Regular Full Time Mechanics only, Schedule "H", Section 2(d) has been amended to establish a bank for the Mechanics so that they will be permitted to work an extra twenty-four (24) hours at straight time, to be scheduled at a time agreed upon by the employee and Employer.
- This time will be used to build up a compressed time bank that cannot exceed twenty-four (24) hours.
- This compressed time bank is to be used for Statutory Holidays and cannot be taken in cash.
- If the employee does not have enough hours accumulated in the bank to cover a Statutory Holiday, the employee will be required to make up the hours short by using vacation, banked overtime or leave without pay.
- The Employer will review the administration and continuation of this bank at the end of 2011 to ensure it is working effectively.
- The Mechanics must maintain full compliance with the Working Alone Policy.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2017.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SCHEDULE "G"

LETTER OF UNDERSTANDING

between the

CITY OF PORT MOODY  
(hereinafter called "the Employer")

and the

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

HOURS OF WORK

Where the Employer wishes to change the hours of work (which includes work week), of an employee or a position, in a manner not already provided for within the terms of the Collective Agreement or as otherwise agreed by the parties, the following shall apply:

1. The Employer shall provide the Union with no less than thirty (30) calendar days' written notice of the intended change, the names of the position(s) and incumbent(s) impacted, the reason(s) for the change and duration, and provide an opportunity to meet within the thirty (30) days of the Union receiving the written notification in order to discuss the proposed change(s).
2. The Union will provide a written response within thirty (30) calendar days of the meeting which shall include primary reasons for withholding their consent.
3. Where there is no mutual agreement, the matter may be referred within twenty (20) calendar days of receiving the Union's response to an Hours of Work Umpire who shall convene a hearing for a final and binding decision at any time, but no later than twenty (20) calendar days from the date the Employer referred the matter to the Umpire. No change to the hours of work shall be implemented until such time as the Umpire has reached a decision and notified both parties in writing. It shall be the Employer's responsibility for establishing the rationale for the change in hours of work.
4. The cost of the Umpire, the cost of meeting room, and leave without loss of pay for up to three (3) employees to attend the hearing shall be borne by the Employer.
5. The Hours of Work Umpire shall evaluate whether the Union has been unreasonable in denying the Employer's request after considering the Employer's rationale for the proposal, the impact on

the personal and family needs of any affected incumbent(s), and the Union's rationale for denying the request.

6. Decisions of the Umpire shall not be precedent setting and shall be made within fourteen (14) calendar days of the matter being heard.
7. The Hours of Work Umpire selection shall be mutually agreed to by both parties. Should the Employer and the Union fail to agree on the selection, the appointment shall be made by the Director, Collective Agreement Arbitration Bureau upon written request.
8. Employees who are affected by an hours of work change under this Letter of Understanding shall be offered the amended work shifts on the basis of seniority (high to low) provided they are qualified to perform the work. In the event there are insufficient employees who agree to accept the work shifts, the Employer shall assign the work in reverse order of seniority (low to high) to employees qualified to perform the work.
9. The parties agree that the Shift Premium provision applies seven (7) days a week.
10. The Employer and the Union agree that procedures under this Letter of Understanding do not relate to a "difference" within the meaning of Section 104(1) of the Labour Relations Code.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2017.

ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
  
\_\_\_\_\_

ON BEHALF OF THE UNION:

\_\_\_\_\_  
  
\_\_\_\_\_



SCHEDULE "H"

LETTER OF UNDERSTANDING

between

THE CITY OF PORT MOODY  
(hereinafter the "Employer")

and

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

**10 HOUR SHIFT - UTILITY WORKER AND MECHANIC POSITIONS**

Effective 1997 September 22:

The Employer and the Union agree to implement a 10-hour day, 4-day work week for employees working in the new vacant Utility Worker positions as of 1997 September 22 or any additional Utility Worker positions created after 1997 September 22, as well as the vacant Mechanic position as of 1997 September 22 or any additional Mechanic positions created after 1997 September 22 in accordance with the following provisions:

Note: As of 1997 September 22, there are six Utility Worker positions, four of which work a schedule as outlined in Article 7, Section 1, and two Mechanic positions, one of which works a schedule as outlined in Article 7, Section 1.

1. Hours of Work

The employees shall work a 10-hour day, 4-day work week, (exclusive of an unpaid meal period) between 7:00 a.m. and 7:00 p.m., Monday to Sunday. Shift schedules will be determined by operational requirements. Shift differential shall be paid for all regular hours worked between 6:00 p.m. and 6:00 a.m.

2. Conversion from the 8-Hour, 5-day Work Week

(a) It is expressly agreed that the adjustment from the 8-hour day, 5-day work week to the 10-hour day, 4-day work week shall be made in accordance with the principle that there shall be no additional salary or benefit cost to the Employer and no reduction in the salaries or benefits received by the employees.



- (b) Where the Collective Agreement refers to an 8-hour shift or 5-day week, it is agreed that a 10-hour shift or 4-day week will be substituted. For example, the overtime provision would apply after 10 hours rather than 8 hours.
- (c) The various leave provisions of the Collective Agreement, such as vacations, general holidays, and sick leave, will be based on the annual hourly equivalents (e.g., 96 hours or 12 x 8 hours' general holidays, 18 x 8 hours' sick leave).
- (d) In order to maintain the principle of no loss or no gain for either party, each employee will be required to supply 2 hours of accumulated overtime to supplement the 8 hours paid for each general holiday that occurs while the employee is on the 10-hour, 4-day work week. Should the employee not have the necessary accumulated overtime then the pay for that day will be 8 hours plus whatever amount of accumulated overtime the employee may have.
- (e) Where a matter arises that is not covered by section 2 of this Letter of Understanding it shall be resolved by reference to the principle set out in paragraph (a) above:

3. Cancellation

The Employer may cancel this Letter of Understanding at any time upon thirty days' written notice to the Union.

SIGNED ON BEHALF OF THE CITY OF PORT  
MOODY:

“R. Marusyk”

“C. Rohde”

SIGNED ON BEHALF OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 825:

“M. Wahl”

“S. Birchfield”

Dated: Nov. 17/98

Amended: \_\_\_\_\_

LETTER OF UNDERSTANDING

between the

CITY OF PORT MOODY  
(hereinafter called "the Employer")

and the

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

**UTILITY MAINTENANCE WORKER I AND II POSITIONS**

The Employer agrees to support Conrad Boisvert, Darren Lestage and Dylan Stewart, occupying Utility Maintenance Worker I and II positions, to complete certifications up to Level II for Water Distribution and Waste Water Collection, as well as the Cross Connection Control certification.

Reimbursement of program costs is contingent upon the successful completion for all course requirements.

Upon successful completion of these levels, the employees named above will be moved up to the Utility Maintenance Worker II position and rate of pay.

Employees will be required to provide documentation of their successful completion to the Department and Human Resources.

The effective date of the position and rate change will be the date on which all of the required certifications are complete.

The training support and movement will not apply to the Utility Maintenance Worker III position.

In the future, any employee appointed to the Utility Maintenance Worker I position may, at the Employer's discretion, receive support for their education to achieve the certifications required for the Utility Maintenance Worker II position. Movement to the Utility Maintenance Worker II position will require a vacancy that is posted and awarded following the recruitment process; there will be no automatic progression to the Utility Maintenance Worker II position.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2017.

ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
  
\_\_\_\_\_

ON BEHALF OF THE UNION:

\_\_\_\_\_  
  
\_\_\_\_\_

This is the Appendix 3 referred to in item number 11(d).

LETTER OF UNDERSTANDING

between the

CITY OF PORT MOODY  
(hereinafter called "the Employer")

and the

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

**ARTICLE 6 – SECTION 4 –EFFECT ON INCREMENTS**

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 pursuant to Article 6, Section 4.
2. On April 1<sup>st</sup> and October 1<sup>st</sup> of each calendar year, the employer will review the number of hours worked by eligible employees in a higher classification pursuant to Article 6, Section 4.
3. If an employee has worked 2080 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

LETTER OF UNDERSTANDING

between the

CITY OF PORT MOODY  
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Outside)  
(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 displaced 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

LETTER OF UNDERSTANDING

between the

CITY OF PORT MOODY  
(hereinafter called "the Employer")

and the

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

VACATION CARRYOVER

The parties to this Letter of Understanding agree to the following effective December 31, 2017:

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 2017, have those balances applied toward the 75% maximum. Employees, whose balances exceed 25% of their current year's entitlement as of December 31, 2017, will have an opportunity to either use the time in 2018 with payouts occurring following December 31, 2017 for balances in excess of 75% of their entitlement.
4. Staff notifications will be made prior to December 31, 2017.

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:

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This is the Appendix 4 referred to in item number 11(e).

LETTER OF UNDERSTANDING

between the

CITY OF PORT MOODY  
(hereinafter called “the Employer”)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Outside)  
(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 remainder 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’s next regularly scheduled shift or overtime shift, 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 entitled 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 entitled 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 6<sup>TH</sup> DAY OF DECEMBER, 2012.

ON BEHALF OF THE EMPLOYER

“Kevin Ramsey”

---

“Angie Parnell”

---

ON BEHALF OF THE UNION

“Dave Wiles”

---

“Heather Inglis”

---

“Raman Braich”

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SCHEDULE "F"

LETTER OF UNDERSTANDING

between

THE CITY OF PORT MOODY  
(hereinafter the "Employer")

and

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

**10 HOUR SHIFT - PARKS AND RECREATION**

The Employer and the Union agree to implement a 10-hour day, 4-day work week for the classes of "Lead Hand Maintenance, Maintenance Worker I, II, III and Physical Plant & Building Operator" in accordance with the following provisions:

1. Hours of Work

- (a) The employees shall work a 10-hour day, 4-day work week, exclusive of an unpaid meal period. Employees shall have a minimum of 12 hours between shifts.
- (b) Shift schedules will be determined by operational experience and requirements necessary to operate on a 24-hour, 7-day a week basis. Shift differential shall be paid as per the Collective Agreement.

2. Seasonal Shift Change

During the "summer period" (generally the period when the ice is removed from the Arena) the Employer may:

- (a) temporarily transfer some or all of the employees to Parks maintenance duties, with the employees reverting back to the regular 8-hour day, 5-day work week;
- (b) retain some employees in the Arena working on either the 10-hour day, 4-day work week or an 8-hour day, 5-day work week.

3. Conversion from the 8-Hour, 5-day Work Week

- (a) It is expressly agreed that the adjustment from the 8-hour day, 5-day work week to the 10-hour day, 4-day work week shall be made in accordance with the principle that there shall be no additional salary or benefit cost to the Employer and no reduction in the salaries or benefits received by the employees.
- (b) Where the Collective Agreement refers to an 8-hour shift or 5-day week, it is agreed that a 10-hour shift or 4-day week will be substituted. For example, the overtime provision would apply after 10 hours rather than 8 hours.
- (c) The various leave provisions of the Collective Agreement, such as vacations, general holidays, and sick leave, will be based on the annual hourly equivalents (e.g., 88 hours or 11 x 8 hours' general holidays, 18 x 8 hours' sick leave).
- (d) In order to maintain the principle of no loss or no gain for either party, each employee will be required to supply 2 hours of accumulated overtime to supplement the 8 hours paid for each general holiday that occurs while the employee is on the 10-hour, 4-day work week. Should the employee not have the necessary accumulated overtime then the pay for that day will be 8 hours plus whatever amount of accumulated overtime the employee may have.
- (e) Where a matter arises that is not covered by section 3 of this Letter of Understanding it shall be resolved by reference to the principle set out in paragraph (a) above.

4. Cancellation

The Employer may cancel this Letter of Understanding at any time upon thirty days' written notice to the Union.

SIGNED ON BEHALF OF THE CITY OF PORT  
MOODY:

SIGNED ON BEHALF OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 825:

\_\_\_\_\_  
"R.W. Campbell"  
\_\_\_\_\_

\_\_\_\_\_  
"M. Wahl"  
\_\_\_\_\_

Dated: \_\_\_\_\_ 1996 August 26 \_\_\_\_\_