

2016

MEMORANDUM OF AGREEMENT

between the

PORT MOODY POLICE BOARD  
(the "Employer")

and the

PORT MOODY POLICE SERVICES UNION  
(the "Union")

THE UNDERSIGNED NEGOTIATORS ACTING ON BEHALF OF THE PORT MOODY POLICE BOARD (hereinafter the "Employer") AGREE TO RECOMMEND TO THE EMPLOYER, AND IF THE EMPLOYER SHOULD AGREE, TO THE PORT MOODY CITY COUNCIL;

AND

THE UNDERSIGNED NEGOTIATORS OF THE PORT MOODY POLICE SERVICES' UNION (hereinafter the "Union") AGREE TO RECOMMEND TO THE MEMBERSHIP OF THE UNION;

THAT THE COLLECTIVE AGREEMENT COMMENCING 2016 JANUARY 01 AND EXPIRING 2018 DECEMBER 31 (hereafter the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms and conditions of the Collective Agreement commencing 2013 January 01 and expiring 2015 December 31 (hereafter "the 2013-2015 Collective Agreement") shall apply except as specifically varied below.

2. **Term of Agreement**

The Employer and the Union agree that the term of the new Collective Agreement shall be for thirty-six (36) months from 2016 January 01 to 2018 December 31, both dates inclusive. It is further agreed that Subsections 50(2) and 50(3) of the Labour Relations Code shall be specifically excluded from and shall not be applicable to the new Collective Agreement.

3. **Wages**

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

- (a) Effective 2016 January 01, the First Class Constable rate in effect on 2015 December 31 (that is, \$7,680.00) shall be increased by three and one-half percent (3.50%) and be

rounded to the nearest whole dollar (that is, to \$7,949.00). All other existing rank indices shall be maintained.

- (b) Effective 2017 January 01, the First Class Constable rate in effect on 2016 December 31 (that is, to \$7,949.00) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$8,148.00). All other existing rank indices shall be maintained.
- (c) Effective 2018 January 01, the First Class Constable rate in effect on 2017 December 31 (that is, \$8,148.00) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$8,352.00). All other existing rank indices shall be maintained.

4. **Section 7 – Overtime**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Section 7.4(b) to read as follows:

- “(b) If an employee is required to return to work on a regular work day, such employee shall be compensated at double the employee’s regular hourly rate of pay for each such hour worked or for three (3) hours at double time, whichever is the greater. The three (3) hour minimum shall not apply when an employee is called out within three (3) hours of the start of a shift. Instead, the employee shall be paid at double time until the start of the shift.”

5. **Section 11.6(c)**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Section 11.6(c) to read as follows:

- “(c) Any new employee may, at the discretion of the Employer, receive recognition for some or all previous employment service with another accredited Canadian Police Department. Such recognition of service shall be for determination of supplementary annual leave entitlement, annual leave entitlement, and annual leave increment eligibility purposes only. Recognition of previous service is not applicable for the purposes of annual leave signup or scheduling. New members who receive recognition for previous service under this provision must still fulfill the requirements associated with the various increment levels for the rank of Constable and Sergeant prior to receiving the increment level. The new member shall be placed in a probationary status for 12 months and the provisions of Section 11.4(b) to (e), Probation, shall apply as though the new member were a Fifth Class Constable.”

6. **Leave Protection**

The Parties agree to meet within three (3) months of the date of ratification of the Memorandum of Agreement to review and discuss protection against cancellation of scheduled leave. The Parties commit to good faith discussions to recognize the principles of protection of scheduled leaves and of cost effectiveness. The Parties will make every attempt to complete these discussions within six (6) months of commencement.

7. **Housekeeping**

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

- (a) delete Article 8.4;
- (b) delete Article 9.15;
- (c) remove the words “of which 1 (one) hour is eligible for compensation” from Article 11.1(c)(i) (two instances);
- (d) amend the first two sentences of Article 11.1(c)(v) to read as follows:  
  
“When the Employer requires members to be reassigned from their regular shift to another shift as a result of a significant investigation or an anticipated significant investigation, then hours worked outside their regular shifts shall be paid in accordance with Section 11.1(c)(i). Notwithstanding the provisions of Section 11.1(c)(i), if those members are still required for the investigation after seventy-two (72) hours from the commencement of their reassignments, those members will revert to straight time pay for hours which would otherwise attract premium rates under Section 11.1(c)(i).”;
- (e) change the word “Police” to “Policy” in Article 11.3(a);
- (f) move the words “other than a Fifth Class Constable” from Article 11.6(a) to just after the words “Any employee” in Article 11.6(b);
- (g) delete Article 12.1(b);
- (h) delete expired effective dates wherever they appear; and
- (i) any other changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

9. **Drafting of the New Collective Agreement**

The Employer and the Union agree that in all instances where an amendment to the Collective Agreement is effective on the date of ratification of this Memorandum of Agreement, then for the purposes of drafting the new Collective Agreement, the amended or new provision shall only appear in the new Collective Agreement together with a sentence referencing its effective date.

10. **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) days from the date on which the Memorandum of Agreement is signed.

DATED this 16th day of May, 2017 in the City of Port Moody.

REPRESENTATIVES FOR THE EMPLOYER:

\_\_\_\_\_  
"David Fluegel"

\_\_\_\_\_  
"Kenneth MacDonald"

\_\_\_\_\_  
"Virgelene Rutherford"

\_\_\_\_\_  
"Elaine Tindle"

\_\_\_\_\_  
"Bill Duvall"

\_\_\_\_\_  
"Darryl Ainsley"

REPRESENTATIVES FOR THE UNION:

\_\_\_\_\_  
"Paul Dungey"

\_\_\_\_\_  
"Don Bland"

\_\_\_\_\_  
"Ryan West"

\_\_\_\_\_  
"Luke van Winkel"

\_\_\_\_\_  
"Kris Sledding"