

2016

MEMORANDUM OF AGREEMENT

between the

PORT MOODY POLICE BOARD  
(hereinafter called "the Employer")

and the

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

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE PORT MOODY POLICE BOARD (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE PORT MOODY POLICE BOARD, AND IF THAT BOARD APPROVES, THEN 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. **Wages**

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 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 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 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 shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Retroactive payments will be made as soon as possible following the date of ratification of the Memorandum of Agreement.

4. **Article 9, Section 9 – First Aid Premiums**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 9, Section 9 to read as follows:

“Employees 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>Regular Part-Time &amp; Full-Time Employees</u>	<u>Auxiliary Employees</u>
OFA Level II	\$125 per month	80¢ per hour
OFA Level III	\$140 per month	90¢ 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. **Article 10, Section 3(b) – Seniority**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 10 as follows:

- (a) add a new subsection (a) to read as follows and re-letter the remaining subsection:

“At the time an employee is laid off, the Employer shall endeavour to place the employee into a vacant position for which the employee has the necessary skills, knowledge, and ability, and will offer first right of recall to a position for which the employee has the necessary skills, knowledge, and ability. The first right of recall will be in effect for six (6) months following the date of layoff.”; and

(b) amend Section 3(b) to read as follows:

“Ten (10) 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.”

6. **Article 12, Section 1(h) – Paid Annual Vacation**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 12, Section 1(h) to read as follows:

“Vacations are to be taken during the year in which earned. Vacation entitlement not taken in the year earned will be paid out by January 31st of the following year. A maximum of one (1) week of vacation may be banked beyond December 31<sup>st</sup> in the year it was earned. Additional vacation may be banked at the discretion of the Chief Constable or designate. Any unused banked vacation will be paid out on December 31<sup>st</sup> of the following year.”

7. **Article 13 – Sick Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to make the following changes to Article 13:

(a) amend Section 1(g) of Article 13 to read as follows:

“Employees will be permitted up to twelve (12) hours to visit a Doctor or Dentist on the Employer’s time for non-emergencies in any one (1) year. Appointments shall be confirmed in advance with the Department Head.”

(b) amend Section 2 of Article 13 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. **Article 18 – Employee Benefits**

The Employer and the Union agree to the following:

(a) While not to be included in the Collective Agreement, the Employer and the Union agreed that 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 (the “Plan”) as follows:

(i) In cases where an eligible drug can be substituted with an available generic drug, the Plan shall reimburse the price of the lower cost

generic drug, unless the physician indicates “no substitutions” on the prescription; and

- (ii) 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.

- (b) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the last paragraph of Article 18, Section 1 to read as follows:

“The Employer shall pay eighty percent (80%) and the employee shall pay twenty percent (20%) of the premiums for the Medical, Extended Health Care, and Dental Plans.”

- (c) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 18, Section 4 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 subject to being eligible for coverage under the rules of the Group Life Insurance Plan.”

9. **Article 21, Section 2 – Payout of Overtime**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 21, Section 2 to read as follows:

“An employee who works overtime may, with the approval of the Chief Constable or designate, elect to receive compensating time off in lieu of being paid for the overtime to a maximum of seventy (70) hours for employees with a thirty-five (35) hour work week and eighty (80) hours for employees with a forty (40) hour work week in any one (1) calendar year. In addition, employees with a thirty-five (35) hour work week may only bank a maximum of seventy (70) hours at any given time, and employees with a forty (40) hour work week may only bank a maximum of eighty (80) hours at any given time. An employee shall not take any compensating time off to their credit without first receiving the approval of their Department Head; provided, however, that if the employee does not receive all of their compensating time off by December 31st of the year following the year in which the employee worked the overtime, the employee shall be paid in cash for the overtime for which they received no compensation at the rate or rates of pay in effect at the time such overtime was worked.”

10. **Schedule “B” – Provisions Applicable to Auxiliary Employees**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend item (a) under the title “Seniority—Auxiliary Employees” to read as follows:

“As soon as an Auxiliary Employee has worked 1,200 hours, such employee will gain entry on to the Auxiliary seniority list and will be deemed to possess seniority.”

While not to be included in the Collective Agreement, the Employer and the Union agree that for those employees not on the Auxiliary seniority list as of 2016 January 01 shall have their seniority calculated on the basis of hours worked since 2016 January 01.

11. **Letter of Understanding – Hours of Work: IT Specialist**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the Letter of Understanding entitled “Hours of Work: IT Specialist” as set out in Appendix “A” of this Memorandum of Agreement.

12. **Letters of Understanding**

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

(a) to continue the following Letters of Understanding but not include them in the Collective Agreement:

1. Job Share Agreement—Marshall & Tsok
2. Allowance of Standby Pay for Cheryl Monds

(b) to attach the following Letters of Understanding to the Collective Agreement:

1. Hours of Work: IT Specialist (as amended)
2. Employee-Funded Long Term Disability Plan
3. 5-5-4 Schedule—Pilot Project
4. EI Premium Return

13. **Housekeeping**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to make the following housekeeping changes:

(a) amend Article 3, Section 2(c) to read as follows:

“The probation period referred to in (a) and (b) above shall not include employees on trial during the first (60) days worked following a promotion or transfers.”;

- (b) amend Article 7(c) by replacing “Minister of Labour of the Province of British Columbia” with “Director of the Collective Agreement Arbitration Bureau”;
- (c) delete the last sentence of Article 13, Section 5;
- (d) delete Article 15(b)(3);
- (e) amend Article 17, Section 1 to replace “Workers’ Compensation Board” with “WorkSafeBC” and to replace “WCB” with “WSBC”;
- (f) amend Article 24, Section 4 by adding a new section to read as follows:

“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 Employer signs off on the questionnaire, whichever occurs earlier.”;
- (g) delete Article 25(b) and amend Article 25(a) to remove the words “Subject to paragraph (b)”;
- (h) delete the definition of “Class Seniority on page 2 of Schedule “B”;
- (i) delete Schedule “E”;
- (j) delete references to Communications Operators wherever they occur;
- (k) delete expired effective dates and related transitional wording; and
- (l) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

14. **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.

15. **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 this 28<sup>th</sup> day of September, 2017 in the City of Port Moody.

BARGAINING REPRESENTATIVES ON BEHALF OF  
THE PORT MOODY POLICE BOARD:

“David Fleugel”

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“Manjinder Kaila”

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“Kenneth MacDonald”

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“Virgelene Rutherford”

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“Elaine Tindle”

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“Tyson Ganske”

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“Darryl Ainsley”

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“Tiffany Chung”

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BARGAINING REPRESENTATIVES ON BEHALF OF  
CUPE LOCAL 825:

“Steve Ewanos”

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“Natalie Hayton”

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“Dave Wiles”

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“Joshua Armstrong”

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“Irene Jakse”

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“Adam Taylor”

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“Deanna Lackie”

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This is the Appendix "A" referred to in item #11 of this Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

PORT MOODY POLICE DEPARTMENT  
(hereinafter called "the Employer")

and the

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

**RE: HOURS OF WORK – IT SPECIALIST**

This Letter of Understanding is intended to provide a flexible work schedule for the employer and the employees to allow efficient and effective services with a flexible work schedule. The parties to this Letter of Understanding agree to hours of work consisting of the following:

1. Four (4) consecutive days per week, Monday through Friday, with three (3) consecutive days off (except when changing work-weeks). The work day will consist of eight (8) hours and forty-five (45) minutes per day (exclusive of a one hour lunch break), between the hours of 6:00 am and 10:00 pm.
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.
3. Shift premium, as per Article 19 Section 2, shall apply only to the hours between 10:00 pm and 6:00 am.
4. Work schedules may be changes to accommodate statutory holidays, vacation, extended leaves and work priorities. A minimum of one (1) IT Specialist will be scheduled Monday through Friday.
5. To a maximum of four times per year, the Employer may change the days of work for a planned maintenance/project weekend shift. In such instances, the Employer will provide a notice period of two (2) weeks prior to the change in days of work.
6. The planned maintenance/project weekend shift will be a seven (7) hour shift; any time worked over 7 hours will be compensated in accordance with the Collective Agreement.



Signed on behalf of CUPE Local 825

“Irene Jakse”

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Signature

September 28, 2017

\_\_\_\_\_  
Date

SIGNED on behalf of the PORT MOODY POLICE BOARD

“David Fleugel”

\_\_\_\_\_  
Signature

September 28, 2017

\_\_\_\_\_  
Date

Signed on behalf of the Human Resources Department

“Virgelene Rutherford”

\_\_\_\_\_  
Signature

September 28, 2017

\_\_\_\_\_  
Date