

2020

MEMORANDUM OF AGREEMENT

between the

PORT MOODY POLICE BOARD

and the

PORT MOODY POLICE SERVICES 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 CITY COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE PORT MOODY POLICE SERVICES UNION (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2020 JANUARY 01 AND EXPIRING 2022 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2019 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for three (3) years from 2020 January 01 to 2022 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 Wage Increases

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

- (a) Effective 2020 January 01, the First Class Constable rate in effect on 2019 December 31 (that is, \$8,561.00) shall be increased by three percent (3.00%) and be rounded to the nearest whole dollar (that is, to \$8,818.00). All other existing rank indices shall be maintained.

- (b) Effective 2021 January 01, the First Class Constable rate in effect on 2020 December 31 (that is, \$8,818.00) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$9,038.00). All other existing rank indices shall be maintained.
- (c) Effective 2022 January 01, the First Class Constable rate in effect on 2021 December 31 (that is, \$9,038.00) shall be increased by three percent (3.00%) and be rounded to the nearest whole dollar (that is, to \$9,309.00). All other existing rank indices shall be maintained.
- (d) Retroactive payments arising from (a), (b) and (c) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

4. Article 5 – Pay for Acting in a Senior Capacity

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add Article 5 to read as follows:

- (a) “An employee who has been duly appointed by the authority of the Chief Constable to perform temporarily the duties of a rank higher than the employee's confirmed rank shall be paid at the appropriate rate for the senior rank for all hours the employee performs such duties after being so appointed.
- (b) An employee who has been duly appointed by the authority of the Chief Constable to provide course instruction shall be paid at the appropriate rate for the senior rank for each hour the employee is appointed to provide such course instruction.”

5. Article 6.3 – Shift Differentials

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 6.3 to read as follows:

“A member who works between 1800 hours and 0600 hours on any day shall be paid a shift differential premium of one dollar and fifty cents (\$1.50) per hour for all time that the member is required to work during that period.

Shift differential premium payments shall not be included when calculating overtime rates under this agreement, but shall be included as earnings for the purpose of calculating Municipal Pension Plan contributions.”

6. Article 7.3(b) – Cancellation of Leaves

While not to be included in or attached to the Collective Agreement, the Employer and the Union agree that the bulletins in effect at the time of signing of this Memorandum of Agreement relating to the protection of leaves will remain in effect until the ratification of the Collective Agreement that renews the 2020-2022 Collective Agreement.

7. Article 7.5 – Change in Shift Length

Effective the date of ratification of this Memorandum of Agreement, the Board and the Association agree to add Article 7.5 as follows:

“An employee who is required to work on a scheduled shift that is longer in duration than their regularly scheduled shift shall be compensated as follows:

- (a) At double time (2X) their regular hourly rate for each hour prior to their normal shift start time;
- (b) At one and one-half times (1½X) their regular hourly rate for the first two (2) hours after their regularly scheduled shift end time;
- (c) At double time (2X) their regular hourly rate for any hours in excess of two (2) hours after their regularly scheduled shift end time.

Overtime hours worked under this provision shall be subject to Article 7.2(c).”

Subsequent clauses shall be renumbered and cross-references updated.

8. Article 7.6 – Court Time Schedule/Denotification

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7.6(J)(a) to read as follows:

- “(a) An off duty employee may be denotified by email or by telephone, including text message. An off duty employee being denotified by telephone for a scheduled Court appearance shall not be telephoned for such purpose between the hours of 2200 and 0700. Employees will be required to access their messages within four (4) hours of their scheduled court appearance.”

Subsequent clauses shall be renumbered and cross-references updated.

9. Article 7.8 – Accumulation of Overtime

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7.8(e) to read as follows:

- “(e) Scheduled CTO shall be scheduled in blocks of 40 hours using any vacant space in that year’s annual signup sheets subject to the same restrictions. CTO not taken in the year it is converted will be paid out.”

10. Article 9.1(b) – Extended Health Care Plan

Effective as soon as possible following the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 9.1(b) to include a combined benefit for paramedical coverages including Massage Therapy, Naturopathy, Physiotherapy, Chiropractic and Acupuncture for the employee only with a combined maximum of \$5,000 per calendar year. The same paramedical coverage as noted above per dependent is to a maximum of \$1,500 per calendar year.

The Employer and the Union also agree to amend Article 9.1(b) to read as follows:

“There is a one hundred fifty dollars (\$150.00) per year, per family, deductible associated with the Plan.”

11. Article 9.4 – Workers’ Compensation and Sick Leave Payments

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add Article 9.4(d) to read as follows:

“(d) Employees who are absent as a result of sick leave and/or WorkSafeBC for more than twelve (12) months shall have their leave entitlements prorated for any time absent in excess of twelve (12) months due to sick leave and/or WorkSafeBC.”

12. Article 9.14 – Maternity and Parental Leave

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Articles 9.14(f)(4) to read as follows:

“(4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and one-hundred percent (100%) of their gross weekly earnings for seventeen (17) weeks, which includes the Employment Insurance waiting period.”

13. Article 11.1 – Work Week

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add Article 11.1(d) to read as follows:

“(d) Notwithstanding paragraph 11.1(c), to ensure adequate staffing in response to a Declared State of Emergency or a Declared State of Local Emergency pursuant to the Emergency Program Act, the Chief Constable may alter the hours of work of an employee from their designation in the monthly duty roster to a temporary assignment and back to their original assignment without penalty.”

14. Article 11.4 – Probation

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 11.4(a) to read as follows:

“(a) A police recruit to the Department shall be accepted as a Fifth Class Constable in a probationary capacity and remain on probation until successful completion of twelve (12) months' service following the date of graduation from the Academy. Any period of service as a pre-recruit shall not be considered service for the purposes of the probationary period as set out in this paragraph (a).”

15. Article 13 – Pensions

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 13 to read as follows:

“Contributions to the Municipal Pension Plan shall commence on the employee's date of hire.”

16. Schedule “A” – Monthly Salaries and Rates

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Schedule “A” Part B.2 to read as follows:

“An employee who is required to perform in the capacity of handler of a police service dog shall receive, in addition to regular pay, monthly compensation in the amount of four percent (4.0%) of the monthly rate for a 1st Class Constable. That employee shall be further compensated on a monthly basis for costs relating to the care and maintenance of the police service dog at the rate determined by the Treasury Board of Canada.”

17. Schedule “C” – Sick Leave

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Schedule “C” – SICK LEAVE (a) Sick Leave Plan (2) to read as follows:

“Sick leave of eighty (80) hours shall be credited semi-annually on June 30th and December 31st. For new hires, 80 hours shall be advanced to their sick bank immediately upon employment from their first semi-annual allocations following their date of hire.”

18. Housekeeping

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

(a) revise the Collective Agreement to incorporate gender inclusive language;

- (b) delete expired effective dates; and
- (c) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

19. 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.

20. 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 this Memorandum of Agreement is signed.

DATED this 13 day of May, 2022 in the City of Port Moody.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:

"David Fleugel"

"Virgelene Rutherford"

"Tyson Ganske"

"Leslie Stevens"

"Manjinder Kaila"

"Travis Carroll"

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

"John Weistra"

"Todd Lefebvre"

"Warren Chow"

"Jordan Long"

