

2026

MEMORANDUM OF AGREEMENT

between the

CITY OF PORT COQUITLAM

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE CITY OF PORT COQUITLAM (hereinafter called “the Employer”), AGREE TO RECOMMEND TO THE CITY OF PORT COQUITLAM COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498 (hereinafter called “the Union”), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2026 JANUARY 01 AND EXPIRING 2027 DECEMBER 31 (hereinafter called the “new Collective Agreement”), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2023-2025 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for two (2) years from 2026 January 01 to 2027 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 2026 January 01, all rates of pay that were in effect on 2025 December 31st shall be increased by three and one-half percent (3.50%). The new hourly rates shall be rounded to the nearest whole cent.

- (b) Effective 2027 January 01, all rates of pay that were in effect on 2026 December 31st shall be increased by three and one-half percent (3.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Retroactive payments arising from (a) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

4. Article 8.0 – Grievance Procedure and Arbitration

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Articles 8.4, 8.5, and 8.6 to read as follows:

- “8.4 A single Arbitrator will hear the grievance. Either Party shall notify the other, in writing, of the question(s) to be arbitrated. The Arbitrator shall be mutually agreed to and appointed within fourteen (14) calendar days of the date the matter was referred to Arbitration. Should the Parties fail to mutually agree on the single Arbitrator within the fourteen (14) calendar day period, the appointment shall be made by the Minister of Labour of the Province of British Columbia upon written request of either Party. The expenses and compensation of the Arbitrator shall be shared equally between the Parties.
- 8.5 The decision of the Arbitrator shall be final and binding on all persons bound by this Agreement.
- 8.6 In the event the Arbitrator finds that an employee has been dismissed or suspended for other than proper cause, the Arbitrator may direct the Employer to reinstate the employee and pay to the employee a sum equal to the employee’s wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Arbitration is fair and reasonable or make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the Parties.”

5. New Article 12.11 – Cost Recovery

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new Article 12.11 to read as follows:

“12.11 Cost Recovery

Where an employee works overtime to deal with situations where the Employer is able to recover the overtime and/or callout costs from the Ministry of Emergency Management and Climate Readiness BC, the employees shall be paid for such overtime and shall not be permitted to receive equivalent time off in lieu of being paid for the overtime and/or callout.”

6. Article 15.8 – Other Use of Sick Leave

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 15.8 to read as follows:

“Any other use of sick leave may be used by the employee at the discretion of the Chief Administrative Officer or Deputy Chief Administrative Officer or Acting Chief Administrative Officer in the event of serious illness and/or accident to the employee’s immediate family as defined in Article 17.4 of the Collective Agreement.”

7. Article 17.4 – Bereavement Leave

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 17.4 to read as follows:

“An employee shall be granted up to three (3) regularly scheduled work days leave without loss of salary or wages in the case of death of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, grandparents, grandparents-in-law; and any other relative by blood or marriage residing in the employee's household. Where the death or burial occurs outside the Lower Mainland - Fraser Valley Area, such leave shall include reasonable traveling time, the latter not to exceed seven (7) days. The length of such leave of absence shall be determined by the Chief Administrative Officer or Deputy Chief Administrative Officer or Acting Chief Administrative Officer and shall be based upon the individual merits of each application for such leave. Additionally, at the discretion of the Chief Administrative Officer or Deputy Chief Administrative Officer or Acting Chief Administrative Officer, one half (½) day leave may be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner.”

8. New Article 17.8 – Family Illness Leave

Effective 2027 January 01, the Employer and the Union agree to a new Article 17.8 to read as follows:

“Where no one other than the employee can provide for the needs of the employee’s child, spouse, or parent during an illness, an employee, upon approval of the employee’s immediate Manager, may be granted up to two (2) accumulated sick leave days per year for this purpose. In order to comply with the requirements regarding eligibility for Employment Insurance Rebates, only those employees who have more than twelve (12) days’ sick leave credits are entitled to use sick leave for family illness as outlined herein.”

9. Article 18.7 – Education Allowance

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend paragraph (a) of Article 18.7 to read as follows:

- “(a) The course proposed to be taken by the employee must be related, in the opinion of the Chief Administrative Officer or Deputy Chief Administrative Officer or Acting Chief Administrative Officer, to the employee's work with the Employer.”

10. Article 20.2 – Group Extended Health, Dental and Insurance Benefits

While not to be included in the Collective Agreement, effective as soon as practicable following the date of ratification of this Memorandum of Agreement, the Employer shall instruct the benefit carrier to amend the Extended Health Plan and Dental Plan, subject to the terms and conditions of the Plan, as follows:

- (a) increase vision care benefits from a maximum of five hundred dollars (\$500.00) over a 24 calendar month period to six hundred dollars (\$600.00) over a 24 calendar month period;
- (b) increase the calendar year maximum for Naturopath services from three hundred fifty dollars (\$350.00) to five hundred dollars (\$500.00);
- (c) increase the calendar year maximum for psychological services from one thousand three hundred dollars (\$1,300.00) to one thousand five hundred dollars (\$1,500.00);
- (d) increase Major Restorative Services coverage from fifty percent (50%) to sixty percent (60%); and
- (e) increase the lifetime maximum for Orthodontics from three thousand dollars (\$3,000.00) to four thousand dollars (\$4,000.00).

11. Hours of Work Committee:

While not to be included in the Collective Agreement, the Employer and the Union agree to establish a joint committee to explore alternate hours of work, starting with the Bylaw Services Division and the Information Services Division. The Committee will include up to three (3) members each from the Employer and the Union.

12. Letters of Understanding

- (a) Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend the following Letters of Understanding:
- (i) Letter of Understanding re Bylaw Enforcement – Community Safety and Animal Control Officers as attached to this Memorandum of Agreement as Appendix 1; and
 - (ii) Letter of Understanding re Casual Employee – Severing Employment as attached to this Memorandum of Agreement as Appendix 2.
- (b) While not to be included in the Collective Agreement, within sixty (60) calendar days of the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to review and amend Letter of Understanding re Part-Time Schedule C Scheduling and Letter of Understanding re Casual Employees, Schedule C. The updated Letters of Understanding shall be included in the new Collective Agreement in replacement of the existing Letter of Understanding re Part-Time Schedule C Scheduling and Letter of Understanding re Casual Employees, Schedule C.
- (c) Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree that the following Letters of Understanding remain as is:
- (i) Letter of Understanding re Occupational First Aid Attendants;
 - (ii) Letter of Understanding re Terms for Solid Waste Collection Service in Port Coquitlam;
 - (iii) Letter of Understanding re Engineering & Operations Appointment of Backhoe Operator;
 - (iv) Letter of Understanding re Casual Employees, Schedule A;
 - (v) Letter of Understanding re Casual Employees, Schedule B;
 - (vi) Letter of Understanding re Appointments Resulting from Extended Union Leave of Mark Hancock;
 - (vii) Letter of Understanding re Parks and Services Weekend Support;
 - (viii) Letter of Understanding re Grant & Summer Students;
 - (ix) Letter of Understanding re Street Sweeping;
 - (x) Letter of Understanding re Casual Clerical Pool Schedule B Employee's Hours of Work;
 - (xi) Letter of Understanding re Facility Service Worker Training;
 - (xii) Letter of Understanding re Recreation Specialist and Recreation Program Coordinator – Exceptions to Hours of Work and Shift Differential;
 - (xiii) Letter of Understanding re Bylaw Enforcement Officer – Community Safety (2020);
 - (xiv) Letter of Understanding re Paid Leaves During Temporary Transfers Exceeding 3 Full-Time Equivalent Months;
 - (xv) Letter of Understanding re ECE Wage Enhancement;
 - (xvi) Letter of Understanding re Operator in Training;
 - (xvii) Letter of Understanding re Encampment Clean Up Premium Pay and update the reference from "the 2023-2025 Collective Agreement" to "the 2026-2027 Collective Agreement"; and

(xviii) Letter of Understanding re Hours of Work – Fleet.

(d) Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete the following Letters of Understanding:

- (i) Letter of Understanding re Spare Concept for Solid Waste Operations; and
- (ii) Letter of Understanding re Recruitment and Other Use of Sick leave.

13. Housekeeping

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

- (a) update classifications listed in Article 3;
- (b) remove reference to “by registered mail” in Article 11.7(c);
- (c) amend the list of arbitrators in Article 19.2(ii)(a);
- (d) delete Article 28;
- (e) update Schedule A, B and C;
- (f) replace “Level II” with “Intermediate” in Letter of Understanding re Occupational First Aid Attendants;
- (g) add ratios for regular full-time positions back into Item 10 of Letter of Understanding re Casuals Employees, Schedule C;
- (h) delete expired effective dates; and
- (i) 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 thirty (30) calendar days from the date on which this Memorandum of Agreement is signed.

DATED this 24th day of August, 2026 in the CITY OF PORT COQUITLAM.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE CITY OF PORT COQUITLAM:

"R. Bremner"

"K. Grommada"

"D. Long"

"D. Kidd"

"J. O'Neill"

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

"K. Powell"

"J. Smith-Manchip"

"R. Johnson"

"N. Pike"

"E. Moughtin"

This is Appendix 1 as referenced in Item 12(a)(i) of this Memorandum of Agreement.

LETTER OF UNDERSTANDING

(Bylaw Enforcement Officer - Community Safety, Bylaw Enforcement Officer - Animal Control, Senior Bylaw Enforcement Officer - Community Safety, and Senior Bylaw Enforcement Officer – Animal Control)

BETWEEN

THE CITY OF PORT COQUITLAM

(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498

(hereinafter referred to as the "Union")

To amalgamate the following documents:

- Letter of Understanding Animal Control Services (signed February 5, 2009);
- Settlement Agreement: Grievance 18-06 (Bylaw Enforcement/Animal Control Officer (signed January 4, 2019); and
- Letter of Understanding: Bylaw Enforcement Officer - Community Safety (signed July 16, 2020).

The parties recognize that the services of the Bylaw Enforcement Officer – Community Safety, the Bylaw Enforcement Officer – Animal Control, the Senior Bylaw Enforcement Officer – Community Safety, and Senior Bylaw Enforcement Officer – Animal Control classifications require non-standard hours of work to meet community needs. The parties also recognize the challenges for internal candidates to be able to meet the training manual requirement of two years of experience as a bylaw enforcement officer. To address these two issues, the parties agree to the following:

1. The exceptions to the hours of work for the full-time Bylaw Enforcement Officer – Community Safety, full-time Bylaw Enforcement Officer – Animal Control, full-time Senior Bylaw Enforcement Officer – Community Safety, and full-time Senior Bylaw Enforcement Officer – Animal Control are:
 - a. 7 hours per day, 35 hours per week;
 - b. Any 5 consecutive days followed by 2 consecutive days of rest; and
 - c. Any 7 consecutive hours
2. Part-time employees working in the above classifications will have the same exceptions to hours of work but will work less than 35 hours per week.
3. The classification of Bylaw Enforcement Officer has been replaced by the classification of Bylaw Enforcement Officer – Community Safety and Bylaw Enforcement Officer – Animal Control.
4. When a vacancy occurs for either a Bylaw Enforcement Officer - Community Safety or the Bylaw Enforcement Officer – Animal Control, the Employer will post as per the terms of Article 10 of the Collective Agreement and the position will be awarded to the internal applicant with the greatest seniority, having the necessary ability, knowledge and qualifications as set out in the applicable mutually agreed upon training programs.

5. If no internal candidates meet the training manual requirements, and there are no other Bylaw Enforcement Officer – Community Safety or Bylaw Enforcement Officer – Animal Control trainees currently in the Bylaw Division, the Employer will post for a Trainee to the applicable position when the following conditions have been met:
 - a. The City has a full-time vacancy;
 - b. There are no internal candidates that meet the training manual requirements;
 - c. There is at least one fully trained and qualified officer in the applicable position working while the trainee is in place (this may impact the fully trained officer's vacation or other leave requests as per article 14.7 of the Collective Agreement;
 - d. The trainee must meet the applicable training manual requirements for the position; and
 - e. There are no other current trainees in the department.
6. The trainee rate of pay and progression in pay will be as follows:
 - a. At award - pay grade 20;
 - b. Upon successful completion of Bylaw Compliance, Enforcement and Investigative Skills Level II - pay grade 21; and
 - c. Upon completion of all remaining training manual requirements- pay grade 22.
7. Upon meeting the full training manual requirements, the trainee shall be confirmed in the position without going through another internal selection.
8. If no internal candidates meet the Training Manual Requirements for a vacancy in either trainee position, the Employer will post it externally.

Executed on this 24th day of August, 2026

"K. Powell"
President, CUPE 498

"R. Bremner"
Chief Administrative Officer

This is Appendix 2 as referenced in Item 12(a)(ii) of this Memorandum of Agreement.

LETTER OF UNDERSTANDING
(Casual Employee – Severing Employment)

BETWEEN

THE CITY OF PORT COQUITLAM
(hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(hereinafter referred to as the “Union”)

The Employer and the Union recognize the need to ensure a committed and engaged workforce. Casual employees currently maintain seniority rights indefinitely for the purpose of applying for regular positions. This Letter of Understanding establishes limits on how long casual seniority is maintained.

To maintain employment status, casual employees are required to work a minimum of forty (40) hours in preceding twelve (12) month period. Employees who do not meet this minimum will be assessed (i.e. extenuating circumstances, pre-approved leave, maternity leave, medical leave, etc.) by the Employer and may, at the discretion of the Employer, be terminated. The Union will be notified of such termination.

Casual employees that do not provide their availability as required by the Employer may be terminated.

Casual employees who have not worked a shift other than an in-service or training shift in the preceding six (6) month period will be assessed by the Employer and, if deemed appropriate by the Employer, will be terminated. The Union will be notified of such termination.

This Letter of Understanding is in addition to the existing Casual Letters of Understanding for Schedule A, B and C.

This Letter of Understanding shall continue to operate from the date of signing and may be cancelled thereafter at any time by the Union or the Employer upon six (6) months written notice and is agreed to on a without prejudice and precedent basis.

Executed on this 24th day of August, 2026

“K. Powell”
President, CUPE 498

“R. Bremner”
Chief Administrative Officer

“J. Smith-Manchip”
Representative, CUPE 498

“J. O’Neill”
Senior Manager, Human Resources