

2019

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 MEMBERSHIP OF THE UNION;

THAT THE COLLECTIVE AGREEMENT COMMENCING 2019 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 and conditions of the 2016-2018 Collective Agreement shall continue to apply except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for twelve (12) months, commencing 2019 January 01 and expiring 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 be applicable to the new Collective Agreement.

3. General Wage Increase

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

- (a) Effective 2019 January 01, the First Class Constable rate in effect on 2018 December 31 (that is, \$8,352.00) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$8,561.00). All other existing rank indices shall be maintained.

- (b) Retroactive payments arising from (a) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

4. Section 11.2(b) & (c) – Promotional Policy

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete Section 11.2(b) and to amend Section 11.2(c) to read as follows:

“The Employer agrees that before making amendments to promotional policies regarding positions within the bargaining unit, the Union shall have an opportunity to consider such amendments and to make representation to the Board. The Employer further agrees that amendments to these promotional policies shall not occur except as stated above, and all such amendments approved by the Board shall occur prior to the commencement of a promotional competition.”

Note: as a result of the above, Section 11.2(c) will be renumbered as Section 11.2(b).

5. Schedule “B”, Appendix “1”, Article (9.3) – Sick Leave Plan Schedule “C”

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new Section (9.3)(a)(8) to Schedule “B”, Appendix “1” to read as follows:

“On notification of the employee’s supervisor, thirty (30) hours per calendar year of accumulated sick leave may be used to care for a member of the employee’s family (defined as spouse, child, parent, and parent-in-law) during an illness.”

6. Schedule “C”, Section (a) – Sick Leave Plan

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new Section (a)(12) to the section titled “Sick Leave Plan” in Schedule “C” to read as follows:

“On notification of the employee’s supervisor, three (3) working days (twenty-four (24) hours) per calendar year of accumulated sick leave may be used to care for a member of the employee’s family (defined as spouse, child, parent, and parent-in-law) during an illness.”

7. Schedule “F” – No. 1, Section B, Article (9.3) – Sick Leave Plan Schedule “C”

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new Section (9.3)(a)(8) to Schedule “F” – No. 1, Section B to read as follows:

“On notification of the employee’s supervisor, thirty-six (36) hours per calendar year of accumulated sick leave may be used to care for a member of the employee’s family (defined as spouse, child, parent, and parent-in-law) during an illness.”

Note: While not to be included in the Collective Agreement, the allocation of entitlement to family leave for the entire calendar year under items #6, #7, and #8 shall be determined by the employee's shift schedule as of January 1 of that year.

8. Housekeeping

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

- (a) delete expired effective dates; and
- (b) any 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 a specific date, only the amendment shall 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 thirty (30) days from the date on which this Memorandum of Agreement is signed.

DATED this 18th day of March, 2021 in the City of Port Moody.

REPRESENTATIVES FOR THE EMPLOYER:

“David Fleugel”

“Leslie Stevens”

“Paul Rockwood”

“Virgelene Rutherford”

REPRESENTATIVES FOR THE UNION:

“John Weistra”

“Ryan Buhrig”

“Curtis Knoblauch”

“Jordan Long”
