

2022

MEMORANDUM OF AGREEMENT

between the

PORT MOODY POLICE BOARD

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825

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 2022 JANUARY 01 AND EXPIRING 2024 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2020-2021 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 2022 January 01 to 2024 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 Increase(s)

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

- (a) Effective 2022 January 01, all hourly rates of pay that were in effect on 2021 December 31st shall be increased by three percent (3.00%). The new hourly rates shall be rounded to the nearest whole cent.

- (b) Effective 2023 January 01, all hourly rates of pay that were in effect on 2022 December 31st shall be increased by four and one-half percent (4.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2024 January 01, all hourly rates of pay that were in effect on 2023 December 31st shall be increased by four percent (4.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (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. Inflationary Support and Recognition Payment

The Employer and the Union agree to a one-time inflationary support payment of three and one-half percent (3.50%) of their new 2022 regular base earnings (less applicable statutory deductions), for all Employees who are employed on February 21, 2024.

In recognition of employees, the Employer and the Union agree to an additional one-time support payment of one percent (1.00%) of their new 2022 regular base earnings (less applicable statutory deduction) for all Employees who are employed on February 21, 2024.

The Inflationary Support and Recognition Payment will be due and paid as soon as possible following the date of ratification.

5. Article 3 Definitions, Section 1: Definition of Employees

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 3 Section 1 to read as follows:

“A Regular Full-Time Employee is an employee who is employed on a regular full-time basis of thirty-five (35), forty (40) or such other number of weekly hours as is recognized in the Collective Agreement as normal for a particular class of positions, for an indefinite period of time.

A Regular Part-Time Employee is an employee who is employed on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.

A Temporary Full-Time Employee is an employee who is employed on a temporary full-time basis as set forth in the Regular Full-Time definition, for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).

*A Temporary Part-Time Employee is an employee who is employed on a temporary part-time schedule of weekly hours which are less than the number constituting full-time employment or a particular class of positions, for a definite and limited period of time (which may be extending or cut short by circumstances which could not be foreseen at the time of hiring).

Where Temporary Employees are hired for a specific project and are advised at the time of being hired of the expected duration of the project, the Employer will notify the Union as soon as possible in the event circumstances subsequently arise which have the effect of terminating the project earlier than had been expected and announced.

An Auxiliary Employee is any other employee. (For terms and conditions of employment, see Schedule “B”).”

** The addition of this definition and how it impacts other Articles within the Collective Agreement is outlined in Appendix A.*

6. Article 10 Seniority, Section 4: Posting Vacancies

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 10 Section 4 to read as follows:

“It is agreed that before filling any position within the scope of this Agreement which may have a duration of four (4) months or more, excluding those positions wherein the employee of that position is on vacation for a period of, or in excess of, four (4) months, notice thereof shall be posted in such places that will be accessible to all employees who may be affected or interested therein, for a period of seven (7) days before such a position is filled. Such posting to contain the following information:

Nature of position, required ability, and wage rate.

The Employer agrees to forward a copy of such postings to the Union and to advise the Union of the name or names of the successful applicant(s).”

7. Article 10 Seniority, Section 6 (b): Seniority Accumulation

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 10 Section 6 (b) to read as follows:

“(b) An employee shall lose their seniority for any of the following reasons:

(1) The employee is discharged for a proper cause and is not reinstated.

(2) The employee resigns or retires.

(3) The employee is continuously laid off for a period exceeding their qualifications under Section 6 (a) (1) and (2).”

8. Article 11 General Holidays, Section 1: Listing of General Holidays

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 11 - General Holidays, Section 1: Listing of General Holidays to read as follows:

“Section 1: Listing of General Holidays

- (a) All Regular Full-Time Employees and Temporary Full-Time Employees who have completed one (1) month's continuous service, and who have been in receipt of pay on either the workday immediately preceding or the workday immediately following the public holiday, shall be paid at the regular rate of pay for the following General Holidays:

| | |
|----------------------|---|
| New Year's Day | Labour Day |
| Family Day | National Day for Truth & Reconciliation |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| British Columbia Day | |

and any other day declared to be a general holiday by the Employer. Such payment shall be made irrespective of whether or not such General Holiday occurs during such employees' regular work week.

- (b) Where a General Holiday or a public holiday declared by the Employer occurs while an employee is on annual holiday, extra days in lieu of such holiday shall be granted.”

9. Article 12 Vacation, Section 2: Supplementary Vacation

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 12, Section 2 to read as follows:

“Each employee shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation to which the employee is entitled under Section 1 aforementioned:

- (a) Each employee upon commencing the eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th), forty-first (41st) or forty-sixth (46th) calendar year of service, shall thereupon become entitled to five (5) working days of supplementary vacation. An explanatory table is attached as Schedule “C”.
- (b) It is being understood between the parties that each employee shall become entitled to such supplementary vacation under this Section 2 on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain such

supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies.

- (c) Effective January 1, 2023, Regular Full-Time (RFT) employees within the CUPE Civilian bargaining unit who commenced their employment as:

A Regular Part-Time (RPT) employee, will receive their supplementary vacation based on full time equivalency (1,826 hours), provided that they have been continuously employed by the Employer as a RPT employee."

10. Article 15 Maternity and Parental Leave, Section 1, Subsection (c): Return to Work

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 15, Subsection (c) to read as follows:

- "(1) On resuming employment, an employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein.
- (2) Vacation entitlement (but not for public holidays or sick leave), maternity and parental leave shall be counted as service."

11. Article 18 Employee Benefits, Section 1: Dental, Medical and Extended Health Plan

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 as follows:

"Section 1: Dental, Medical and Extended Health Plan

- (b) All Regular Full-Time Employees shall, effective the first day of the month following commencement of employment, and all Temporary Full-Time Employees shall, effective the first day of the month following three (3) months of continuous service, be entitled to apply for coverage under the Medical Services Plan and the Extended Health Care Plan subject to being eligible for coverage under the rules of the Medical Services Plan and the Extended Health Care Plan.

The provision of the Extended Health Care benefits shall be subject to the requirements of the Plan. The Extended Health Care Plan has an annual deductible of one hundred dollars (\$100.00), a lifetime maximum of five million dollars (\$5,000,000.00) per person, and contains, among other benefits, coverage for:

- (1) Eye exams to a maximum payable of one hundred and twenty-five dollars (\$125.00) per person every twenty-four (24) months;
- (2) Vision care (six hundred dollars (\$600.00) per person, payable per twenty-four (24) month period);

- (3) Hearing aids (maximum payable of two thousand dollars (\$2,000.00) per person in a five (5) calendar year period);
- (4) Orthopedic shoes to a maximum payable of four hundred dollars (\$400.00) for adults/two hundred dollars (\$200.00) for children in a calendar year and orthotics to a maximum payable of three hundred dollars (\$300.00) every five (5) years;
- (5) Chiropractor and naturopath services to a combined maximum of five hundred dollars (\$500.00) per person per calendar year;
- (6) Physiotherapist and massage practitioner services to a combined maximum of one thousand dollars (\$1,000.00) per person per calendar year;
- (7) Podiatrist services to a maximum of five hundred dollars (\$500.00) per person per calendar year;
- (8) Acupuncture treatments to a maximum of two hundred dollars (\$200.00) per person per calendar year;
- (9) Psychologist services including registered clinical counsellors to a combined maximum payable of one thousand and two hundred dollars (\$1,200.00) per person per calendar year period;
- (10) Speech pathologist/therapist to a maximum payable of one thousand dollars (\$1,000.00) per person per calendar year period.

All subject to the provisions of the Plan.

- (c) Employees who retire on the Municipal Pension Plan may elect to continue coverage under the Extended Health Care and Dental Plans for two (2) months following retirement provided they make arrangements to continue to pay their share of the monthly premiums subject to being eligible for coverage under the rules of the Medical Services Plan and the Extended Health Care Plan.

The Employer shall pay one hundred percent (100%) of the premium for the Medical and Extended Health Care Plans.

The Employer shall pay eighty percent (80%) and the employee shall pay twenty percent (20%) of the premium for the Dental Plan.”

12. Article 23 General Conditions, Section 6: Respectful Workplace

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 23 Section 6 to read as follows:

“The Employer and the Union agree that all forms of bullying, harassment, and discrimination are unacceptable and will not be tolerated. A workplace free of bullying, harassment, and discrimination is supported by Employer policies which all employees will be made aware of and provided education on.”

13. Article 24 Job Evaluation, Section 3: Job Evaluation Procedure for New Jobs

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 24 Section 3 to read as follows:

“Where the Employer establishes a new job, the following procedure shall apply:

- (a) The Employer shall draft a description for the job.
- (b) The Standing Committee shall meet and establish a temporary pay grade for the job from the draft job description.
- (c) The Union and the Employer each have opportunity to appeal the rating of a new job based on the agreed upon appeal criteria.
- (d) Within eighteen (18) months from the employee being appointed to the job, the incumbent and the supervisor shall complete a Job Analysis Questionnaire. The questionnaire shall be submitted along with the draft job description to the Standing Committee. The Standing Committee shall finalize the job description and rate the job according to the Job Evaluation Plan.
- (e) If the pay grade increases as a result of the review, such increase shall be retroactive to three (3) months from the date of hire of the incumbent; if the pay grade decreases a result of the review, the incumbent shall receive full red-circling protection for the duration of his or her tenure in the job.
- (f) If a questionnaire is not submitted to the Standing Committee within eighteen (18) months of the date of hire of incumbent, the temporary pay grade will be confirmed as the established pay grade for the job.”

14. Article 24 Job Evaluation, Section 7: Market Adjustment

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 24 Section 7 to read as follows:

“From time to time, the Employer may require the flexibility to adjust the rate for specific positions in accordance with market pressures. Where a position has been identified by the Employer as being behind market and/or such a position has been difficult to recruit for or retain employees in, the Employer may increase the rate of pay for the position.

- (a) The adjustment in the rate of pay will be temporary and will be reviewed annually;
- (b) If the position is found to be above market as a result of the annual review, the rate of pay will return to the original job evaluation amount;
- (c) The adjustment is for the position rather than a specific incumbent and will apply to existing incumbents, not just the new hires recruited under the temporary rate of pay;
- (d) All other conditions, such as negotiated increases, will continue to apply.”

15. Letters of Understanding

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

- Letter of Understanding #1: Hours of Work – IT Specialist - Renew
- Letter of Understanding #2: Employee Funded Long-Term Disability Plan - Renew
- *Letter of Understanding #3: 5-5-4 Schedule – Revise and Renew (as attached as Appendix B)
- Letter of Understanding #4: EI Premium Return – Renew
- Letter of Understanding #5: IT Standby – Revise and Renew (change #1 to #5)
- **Letter of Understanding #6: Court Liaison Standby – New (as attached as Appendix C)

**Although not to be included in the Letter of Understanding #3: 5-5-4 Schedule, the Employer and the Union agree to allow the current Full-Time incumbent of the Front Counter Clerk position to continue to participate in the 5-5-4 schedule, subject to:*

- *CUPE staff will provide necessary coverage of the Compressed Time Leave to ensure cost-neutrality, including adjusting hours of work where necessary to provide the coverage;*
- *A schedule will be developed to identify the staff for the coverage a minimum of two (2) weeks in advance;*
- *In instances where the scheduled coverage is unavailable, another CUPE staff member may be assigned without notice to provide coverage or the incumbent may be required to report to work; and*
- *The afternoon Front Counter staff will work the remainder of the day at the front counter on these Compressed Leave Days.*

***Although not to be in the Letter of Understanding #6: Court Liaison Standby, the Employer and the Union agree that the standby will be on a voluntary basis, and where no voluntary coverage is available, the Employer shall assign the standby required to other employees.*

16. Housekeeping

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

- (a) Delete Article 23 General Conditions, Section 6: Use of Masculine and Singular Terms and re-number the following section;
- (b) Amend any language necessary to be gender neutral;
- (c) Update Schedule “A” to reflect current classification titles and rates of pay;
- (d) Add historical reference regarding the Sick Leave Bank language as an addendum to The Employee Funded Long-Term Disability Plan Letter of Understanding #2;
- (e) delete expired effective dates; and
- (f) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

17. 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.

18. 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 21st day of February, 2024 in the CITY OF PORT MOODY.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE PORT MOODY POLICE BOARD:

"D. Fleugel"

"J. Ziraldo"

"K. Sok"

"S. Archibald"

"V. Rutherford"

"T. Ganske"

BARGAINING REPRESENTATIVES ON BEHALF
OF CUPE 825:

"J. Armstrong"

"J. Walker"

"K. Sims"

"S. Ewonus"

"D. Nikodinovic"

Appendix A

Articles and Sections to be updated as a result of the new definition for Temporary Part-Time employee:

Article 3, Section 1: Definitions (already added)

Article 3, Section 2: Probationary Period

- (b) Regular Part-Time and Temporary Part-Time Employees shall complete a probationary period of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similar classified position.

Article 9, Section 9: First Aid Premiums

| | Regular Part-Time & Full-Time Employees | Temporary & Auxiliary Employees |
|--------------|---|---------------------------------|
| OFA Level I | \$125.00 per month | \$0.80 per hour |
| OFA Level II | \$140.00 per month | \$0.90 per hour |

Article 10, Section 6: Seniority Accumulation

- (a) It is agreed between the parties hereto that seniority for Regular Full-Time Employees, Temporary Full-Time Employees, Regular Part-Time Employees and Temporary Part-Time Employees shall be retained and accumulated on the following basis:

Article 20: Regular Part-Time and Temporary Part-Time Employees

- (a) Regular Part-Time and Temporary Part Time Employees who have worked the equivalent of six (6) months (e.g., nine hundred and thirteen (913) hours) and who regularly work twenty (20) or more hours per week shall be provided with a one-time choice between receiving sixteen percent (16%) of their regular salary in lieu of all benefits, except those listed in paragraph (c) below, or actual benefits coverage. In any case where an eligible employee opts for benefit coverage, the Employer will contribute its contractual portion of premiums pro-rated by the proportion of regular full-time weekly hours which the Regular Part-Time or Temporary Part-time Employee normally works, and the employee will be required to pay the balance of the premiums.
- (b) All Regular Part-Time and Temporary Part Time Employees who have worked less than the equivalent of six (6) months, shall be entitled to receive twelve percent (12%) of regular salary in lieu of all benefits, and those who have worked the equivalent of six (6) months but have not opted for actual benefits coverage, shall be entitled to receive sixteen (16%) in lieu of all other benefits, except those listed in paragraph (c) below.
- (c) All Regular Part-Time and Temporary Part Time Employees who have worked the equivalent of six (6) months, shall be entitled to the same Compassionate Leave, Maternity Leave, Adoption Leave and Jury Duty provisions to which Regular Full-Time and Temporary Part Time Employees

- are entitled on a pro-rated basis, but if having opted for sixteen (16%) in lieu of all other benefits, shall not be paid such sixteen percent (16%) when on unpaid leave of absence.
- (d) For the purposes of this provision, “all benefits” shall mean annual vacation, General Holidays, medical, extended health, dental, group life, sick leave, and compassionate leave benefits.
 - (e) Regular Part-Time and Temporary Part-Time Employees’ eligibility for the Municipal Pension Plan shall be in accordance with the provisions of the Pension Plan.
 - (f) No other benefits shall be provided to Temporary Part-Time Employees unless expressly stated in this Article.

Article 21, Section 1: Overtime

- (c) Regular Part-Time and Temporary Part-Time Employees shall be paid for overtime on the same basis as Regular Full-Time Employees upon completion of the same number of hours or work as are applicable to a similarly classified full-time position.

Schedule “B”: Provisions Applicable to Auxiliary Employees

Definition of Auxiliary Employee – any employee who, under this Agreement, is not classified as a Regular Full-Time Employee, Temporary Full-Time Employee, Regular Part-Time Employee, or Temporary Part-Time Employee.

APPENDIX B

LETTER OF UNDERSTANDING #3

between the

PORT MOODY POLICE DEPARTMENT
(hereinafter called “the Employer”)

and the

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

RE: 5-5-4 SCHEDULE

The parties agreed to continue the compressed work week 5-5-4 schedule.

This agreement is on a without prejudice basis and will not form part of the Collective Agreement.

This schedule will not result in a direct cost to the Employer.

Nothing in this Letter of Understanding shall be construed as altering the existing rights or obligations of either party under the Collective Agreement, except as specifically provided herein:

Definition

“**5-5-4 schedule**” (working fourteen (14), seven (7) and one-half (½) hour days (exclusive of the one (1) hour unpaid meal period), in a three (3) week schedule with the fifteenth (15th) day off).

“**Compressed hours**” defined as extra one-half (½) hour worked beyond an employee’s regular seven (7) hours.

“**Compressed day**” accumulation of seven (7) hours for a full day off.

Guidelines

1. All CUPE Local 825 Regular Full-Time and Temporary Full-Time employees working at the Port Moody Police Department may work a 5-5-4 work schedule, except for the following position:
 - a. Front Counter Clerk
2. Once per calendar year an employee may opt in or out of participating in the 5-5-4 schedule.
 - a. By November 30th each year, an employee shall have option to opt in or opt out of the 5-5-4 schedule.
 - b. The selection to opt in or opt out shall be effective on the first day of a pay period in the following year.
 - c. An employee requesting to opt out of the 5-5-4 program is required to liquidate the compressed bank in leave prior to the opt out effective date.

3. All employees participating in the 5-5-4 schedule will be paid thirty-five (35) hours weekly under this arrangement.
4. For those that have flexible hours under a separate letter of understanding, any agreement to participate in the 5-5-4 schedule will be between the manager and the employee.
5. For those that have a compressed schedule under a separate letter of understanding will not participate in the 5-5-4 schedule.
6. The 5-5-4 work schedule will be examined in the event of a new position is included in the bargaining unit and the operational impacts of this arrangement will be considered with CUPE Local 825 and may result in a revision to this Letter of Understanding.
7. Scheduling of the 5-5-4 work schedule will be the responsibility of the Manager. The Manager will endeavor to schedule compressed days off on a Monday or Friday, unless necessary for operational requirements.
8. The Manager will be responsible for the documentation of both negative and positive impacts of the schedule related to staffing, overtime, and service delivery.
9. At the sole discretion of the Manager, due to volume of work, seasonal work requirements, vacation periods, and/or in the case of emergency or any other unplanned circumstances, employees may be called in and be required to work their scheduled “compressed” day for which they will receive another “compressed” day within the same or subsequent three (3) week period. This will not result in an overtime cost to the Port Moody Police Department.
10. It is expected that banked “compressed” days will be taken within the 5-5-4 work period. In the event that there are accumulated “compressed” hours at the end of the 5-5-4 schedule period, the prior approval of the Manager will be required to take the compressed time off during the next 5-5-4 work period.
11. The Manager, retains the right to temporarily suspend the 5-5-4 work week schedule during an unexpected and unplanned operational requirement. If this temporary suspension is required, the manager agrees to immediately or shortly thereafter notify the CUPE Union President with the rationale for the suspension and the expected duration of this suspension.
12. The additional one-half (½) hour regular time worked, above seven (7) hours, will be recorded in a compressed hours bank and compressed hours will be drawn from the bank based on an employee’s current rate of pay. In the event that due to an employee taking sick leave, WCB, statutory holidays or vacation time in a three-week period and there is insufficient “compressed” hours accumulated in the bank to provide a full seven (7) hour “compressed” day, employees will be allowed to defer their compressed day and reschedule it within the same or following 5-5-4 compressed cycle. Taking “compressed” time may be declined by the employee, for the cycle

providing the Manager has been advised of the employee's wish to cancel. Alternatively, the scheduled compressed day may be taken with any deficit hours to be drawn first from an employee's vacation credits, secondly from banked overtime or lastly will be processed as leave of absence without pay for the deficit hours. Note: Deficit hours taken without pay are not eligible as pensionable service.

13. The maximum allowable "compressed" hours in an employee's bank cannot exceed twenty-one (21) hours.
14. The extra one-half (½) hour of "compressed" time may only be banked following a full seven (7) hour work day (exclusive of the one (1) hours unpaid meal period). Exceptions to this are Doctor/Dentist visits and Mourner's Leave.
15. Any paid leave such as vacation, WCB, statutory holidays or sick leave taken during 5-5-4 periods will be based on a seven (7) hour day.
16. In the event of sickness begins on a pre-scheduled "compressed" day, no sick leave benefits will be paid.
17. An employee will not receive acting pay for acting in a senior capacity while backfilling as a result of the 5-5-4 schedule. Time worked while acting in a senior capacity under regular circumstances will be based on a seven (7) hour day.
18. For the purpose of overtime and shift differential, the regular work day will be considered to be seven and one-half (7 ½) hours, which is exclusive of the one (1) hour unpaid meal period.
19. No requests for re-classification will be accepted based on reasons connected to the 5-5-4 work schedule.
20. There will be no re-scheduling of regular "compressed" days in order to receive compensation for Police Department or City of Port Moody sponsored conference, seminar, or training. Any exception to this will be at the discretion of the Manager.
21. Neither CUPE Local 825 nor staff will make representation to the Port Moody Police Board or City of Port Moody Council nor will the Port Moody Police Department Senior Management Team make representation to staff concerning either continuation or cancellation of the compressed work week unless formal notice of cancellation has been received.
22. It is mutually agreed and understood that any adjustment required from a five (5) day week to a 5-5-4 work schedule will neither add any additional salary and benefits cost to the Port Moody Police Department nor result in any reduction in the salary and benefits received by individual employees.

23. The Port Moody Police Department hours of operations will be 8:00 a.m. to 4:00 p.m. An employee's work shift shall be eight (8) consecutive hours which is inclusive of the one (1) hour unpaid meal period.
24. In addition, the Manager will approve compressed hours to be earned by having an employee work either thirty (30) minutes before or after an employee's assigned eight (8) hour shift. This approval will be based on service to the public and operational requirements.
 - a. Compressed hours may not be accumulated by working through meal breaks or rest periods.
 - b. Compressed hours may only be accumulated in full thirty (30) minute increments each day.
25. Exceptions to hours of work may be approved by the Manager based on advance pre-approval and operational requirements.
26. Employees may accumulate an additional thirty (30) minutes of compressed hours up to three (3) times per week to make up compressed hours from leave days in the immediately preceding two (2) pay weeks.
 - a. With the approval of the Manager, these extra thirty (30) minutes may be earned either before or after an employee's eight and one-half (8 ½) hour shift.
 - b. Maximum allowable banked hours per day will be one (1) hour. Maximum allowable banked hours per week will be four (4) hours.
27. The Port Moody Police Department and CUPE Local 825 retain the right to cancel the compressed work week schedule at any time, with a minimum of thirty (30) working days' written notice.
28. The Employer and the Union agree to implement the provisions of this Letter of Understanding for the duration of the new Collective Agreement. During the next round of contract negotiations, both parties shall review the terms and conditions contained in this agreement and mutually agree to any required amendments and/or continuation (temporary or permanent) of this Letter of Understanding.

Dated at Port Moody, British Columbia, this 21st day of February, 2024.

Signed on behalf of the Employer:

"D. Fleugel"
Signature

"V. Rutherford"
Signature

Signed on behalf of the Union:

"J. Armstrong"
Signature

"K. Sims"
Signature

APPENDIX C

LETTER OF UNDERSTANDING #6

Between the

PORT MOODY POLICE BOARD
(hereinafter called “the Employer”)

And the

CANADIAN UNION OF PUBLIC EMPLOYEE, LOCAL 825
(hereinafter called “the Union”)

RE: Court Liaison – Standby

1. General

The Port Moody Police Board (the “Employer”) and the Canadian Union of Public Employees, Local 825 (the “Union”) agree, without prejudice, to implement a framework of stand-by for the position of Court Liaison.

Regular Full-Time, Temporary Full-Time and Part-Time Employees assigned to the position Court Liaison, may be required by the employer to stand-by on Saturdays, Sundays and Statutory Holidays, for potential requirement to attend work to perform Court Liaison duties due to an arrest that results in an in-custody process that must be completed within established time protocols. As such, this letter of understanding is intended to outline stand-by provisions due to the unique nature of the work.

2. Definitions

“**Standby**” means that period of off-duty time when an employee is available and required to respond to any employer requirement to attend work.

“**Respond**” means to acknowledge contact and provide an estimated time to attend.

“**Fit for Work**” means the employee can safely perform their duties.

3. Stand-by

3.1 A stand-by schedule will be developed by the employer. The employees impacted will be provided with a minimum of fourteen (14) days of notice of their stand-by schedule.

3.2 The block of time an employee may be required for standby are between the hours of 5:00 am and until 11:00 am on Saturdays, Sundays and Statutory Holidays.

The Employer may adjust or change the established block of time as operationally required.

- 3.3 An employee scheduled for stand-by on a Saturday or Sunday, shall receive one (1) hour of pay at the employee's regular rate of pay for each Saturday and Sunday scheduled for stand-by.
- 3.4 An employee scheduled for stand-by on a Statutory Holiday, shall receive one (1) hour of pay at the employee's regular rate of pay for each Statutory Holiday day they are scheduled for stand-by.
- 3.5 An employee who is scheduled for stand-by and is called for work by the employer, must respond within thirty (30) minutes of being contacted. Contact will be made by a telephone call to the employee's designated phone number. Should attempts fail via the phone call, other means of contact to the employee shall be acceptable.
- 3.6 An employee scheduled on stand-by must be fit for work.
- 3.7 Stand-by pay must be paid out and cannot be banked.

4. Overtime

An employee who is required to remain at work beyond the scheduled hours of a normal work day, shall receive overtime in accordance with the provisions of the Collective Agreement.

5. Collective Agreement Provisions

- 5.1 Nothing in this letter of understanding shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement, except as specifically outlined in this letter of understanding.
- 5.2 Terms and conditions of employment not specified in this letter of understanding shall be in accordance with the provisions of the Collective Agreement.

6. Expiry of the Letter of Agreement

The Employer and the Union agree to implement the provisions of this Letter of Understanding on a one (1) year trial basis effective the first day of the pay period following signing of this agreement. Within two (2) months of the expiry date, both parties shall reconvene to review the terms and conditions contained in this agreement and mutually agree to any required amendments and/or continuation (temporary or permanent) of this letter of agreement.

Dated at Port Moody, British Columbia, this 21st day of February, 2024.

Signed on behalf of the Employer:

"D. Fleugel"
Signature

"V. Rutherford"
Signature

Signed on behalf of the Union:

"J. Armstrong"
Signature

"K. Sims"
Signature