

2023

FRAMEWORK FOR SETTLEMENT

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 DEPARTMENT (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE PORT MOODY POLICE BOARD AND, IF THE BOARD SHOULD AGREE, TO THE PORT MOODY MUNICIPAL 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 2023 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 2020-2022 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 January 1, 2023 to December 31, 2024. By agreement of the parties hereto, the provisions of Subsections (2) and (3) of Section 50 of the Labour Relations Code are hereby specifically excluded.

3. General Wage Increases

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

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

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- (b) Effective 2024 January 01, all hourly rates of pay that were in effect on 2023 December 31st shall be increased by four and a half percent (4.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Retroactive payments arising from (a), and (b) will be made within ninety (90) days following the date this Memorandum of Agreement is fully ratified by all Parties.

4. Article 6.1 - Clothing Allowance

The Employer and the Union agree, effective the date of ratification, to amend Art. 6.1(d) to read as follows:

- (i) "All members who are required to provide and wear civilian clothing as a part of their regular duties shall be reimbursed by the Employer for expenses incurred in the purchase of such clothing. Such reimbursement shall be in an amount not to exceed one thousand five hundred dollars (\$1,500) per annum to be paid out quarterly and prorated in the instance of a member completing a part year of service wherein the member is required to wear civilian clothing as a part of the member's regular duties.
- (ii) All members granted clothing allowance on a temporary or intermittent basis shall be paid in lieu of the clothing mentioned in Section 6.1(a) the sum of five dollars and sixty-eight cents (\$5.68) for each day such members are required to work in civilian clothes.

5. Article 6.4 – Occupational First Aid

The Employer and the Union agree, effective the date of ratification, to add Art. 6.4 Occupational First Aid 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 Level II Certificate shall be paid a premium of \$125.00 per month or \$0.80 per hour. The Employer will pay course fees for the OFA Level II course for employees who are required to have such certification."

6. Article 7.3 – Extended Tour of Duty

The Employer and the Union agree, effective the date of ratification, to amend Art. 7.3 by adding a new subsection 7.3(b) to read as follows:



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“When an employee is assigned an additional patrol or special duty shift that immediately follows a regular shift or an extended tour of duty, that additional patrol or special duty shift shall be treated as a callout and not as extended tour of duty.”

Current subsection 7.3(b) shall be numbered as 7.3(c).

7. Article 7.4 – Callouts

The Employer and the Union agree, effective the date of ratification, to amend the introductory sentence of Art. 7.4 – Callouts to read as follows:

“For the purposes of this Agreement, a callout shall be when an employee is required by a Supervisor to begin a shift other than during the employee's regular detailed working hours.”

8. Article 8.2 – Public Holidays

The Employer and the Union agree, effective the date of ratification, to amend Art. 8.2 by adding a new subsection Art. 8.2(b) and amending the existing Art. 8.2(b) as Art. 8.2(c) to read as follows:

- (a) “Subject to paragraphs 8.2(b), 8.2(c) and 8.2(d), all employees are entitled to time off with pay at straight time on the following public holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Canada Day, Victoria Day, British Columbia Day, Labour Day, the National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, and any other day appointed by Council to be a civic holiday.
- (b) In the event that a statutory holiday falls on a weekend or member's regular day off, members, other than those working in patrol, may take a day of statutory holiday leave on the first regular workday after a statutory holiday or at some other day with approval of their supervisor.
- (c) Subject to Section 7.2, all employees who are required to work on any of the public holidays defined in paragraph 8.2(a) shall be paid one and one-half times (1½X) their regular rates of pay for the hours worked on the holiday or shall be entitled to time off equal to one and one-half times (1½X) the hours so worked. This provision does not apply to days scheduled as per paragraph 8.2(b).

Current subsections 8.2(c) and 8.2(d) shall be renumbered.

9. Article 8.2 – Public Holidays

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The Employer and the Union agree to amend Art. 8.2(d), effective April 17, 2023, to read as follows:

“The public holidays defined in paragraph 8.2(a) shall not apply to employees who are off duty without pay or who have been absent in excess of twelve (12) continuous months due to sick leave and/or WorkSafeBC.”

10. Article 9.1(b)(ii) Psychological Services Plan

The Employer and the Union agree, effective the first of the month following the date of ratification, to amend Art. 9.1(b)(ii) to provide for psychological services plan premiums to be borne one hundred percent (100%) by the Employer. The Employer further will amend the plan to eliminate the co-payment and provide one hundred percent (100%) coverage to the maximum of three thousand dollars (\$3,000.00) per family per twelve (12) month period.

11. Article 9.4 - Workers' Compensation and Sick Leave Payments

The Employer and the Union agree to amend Art. 9.4(d) as per the Letter of Understanding signed by the Parties on April 17, 2023 and to read as follows:

“Effective April 17, 2023, employees who are absent as a result of sick leave and/or WorkSafeBC in excess of twelve (12) continuous months shall have their entitlements to the provisions of Art. 8.1 Annual Leaves and Art. 8.2 Public Holidays prorated for any time absent in excess of twelve (12) continuous months due to sick leave and/or WorkSafeBC.”

With this change, the Parties agree to withdraw the Letter of Understanding dated April 17, 2023.

12. Article 9.14(g) Parental Leave Supplemental Employment Insurance Benefit Plan (PSEIB Plan)

The Employer and the Union agree, effective the date of ratification, to add Art. 9.14(g) Parental Leave Supplemental Employment Insurance Benefit Plan (PSEIB Plan) to read as follows:

- (1) A birth parent or non-birth parent who is entitled to parental leave as provided for in Art. 9.14 of the Collective Agreement and who has applied for and is in receipt of Employment Insurance benefits is eligible to receive PSEIB Plan payments.
- (2) The PSEIB payment is based on the difference between the Employment Insurance benefit plus any other earnings received by a member and one hundred percent (100%) of their gross weekly earnings for up to thirty-five (35) weeks. This top-up is calculated based on the Employment Insurance standard parental benefits option.

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- (3) If a member elects to take a Parental Leave in excess of thirty-five (35) weeks under the Employment Insurance extended parental benefits option, an equivalent top-up is calculated to ensure the Board will not pay any additional entitlements to them beyond the amount outlined in paragraph (2) above.
- (4) If a member shares Parental Leave benefits with another parent of the child who is also employed by Port Moody Police Board, an equivalent top-up is calculated to ensure the Board does not pay any additional entitlements beyond those available to an individual employee as outlined in paragraph (2) above. The member determines how the equivalent top-up is allocated.
- (5) Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time a member is receiving benefits. Under the PSEIB Plan, the Board does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Board, under no circumstance, is responsible for any paybacks arising from changes to or the application of the tax regulations.

13. Article 9.14(h) Supplemental Employment Insurance Benefit Plan Conditions

The Employer and the Union agree, effective the date of ratification, to add Art. 9.14(h) Supplemental Employment Insurance Benefit Plan Condition to read as follows:

- (1) The Maternity and Parental Leave SEIB benefits (MSEIB and PSEIB) are contingent upon an employee completing a signed acknowledgement that the benefit must be repaid on a prorated basis if they do not return to work for the Employer for a period of three (3) years following the completion of their leave under Art. 9.14.
- (2) If an employee who received benefits under the MSEIB and/or the PSEIB Plan does not return to work for the Employer for the period outlined in paragraph (1) above, they will be required to repay the MSEIB and/or the PSEIB Plan payments paid by the Employer. Such repayment shall be pro-rated based on time worked following the receipt of the MSEIB and/or the PSEIB Plan payments.
- (3) If the eligible parent experiences a medical condition preventing them from returning to work, the requirement to repay the benefit will be assessed on a case-by-case basis.

14. Article 11.11 Deployment to Seconded Positions

The Employer and the Union agree, effective the date of ratification, to add Art. 11.11 Deployment to Seconded Positions to read as follows:

“The Employer and the Union recognize the mutual value to members and the Employer of deploying members to seconded positions. The Parties agree that when a member on

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secondment is assigned the rank or acting rank of Corporal, the member shall be paid at 117.5% of the 1st Class Constable rate.”

15. Schedule “C” – Sick Leave and Gratuity Plan

The Employer and the Union agree to amend Schedule “C” subsection 9.3(a) to cease the accumulation of sick leave during any period of sick leave usage in excess of thirty (30) days. The semi-annual allocation of sick leave credits shall be prorated for any period of absence due to sick leave or leave without pay in excess of thirty (30) working days.

16. Schedule “C” – Sick Leave and Gratuity Plan

The Employer and the Union agree, effective the date of ratification, to amend Schedule “C” “Sick Leave Plan” subsection 12 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 provided that the employee has and maintains a sick leave balance of not less than ninety-six (96) hours.”

17. Letter of Understanding: Repayment of Academy Fees

The Employer and the Union agree a new Letter of Understanding attached as Appendix A. The Parties further agree to continue discussing how to assist and incentivize potential recruits considering joining the Department.

18. Letter of Understanding: Patrol Initiatives

The Employer and the Union agree to enter into a new Letter of Understanding: Patrol Initiatives attached as Appendix B.

19. Protected Leaves

The Employer and the Union agree that Bulletin #2093 “Protection of Leave” will continue to apply while the new Collective Agreement remains in effect and shall be attached to the Collective Agreement as Schedule G.

20. Joint Committee on Hours of Work

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The Employer and the Union agree to form a Joint Committee to identify the implications of amending the Collective Agreement provisions from the current eight (8) hour workday to other shift schedules including but not limited to a ten (10) hour workday.

21. Housekeeping

The Employer and the Union agree to make the following housekeeping changes:

- (a) Amend Art. 9.1(b)(i) to reflect that Extended Health Care Plan coverage begins the first day of the month following the date of employment and to reflect a lifetime maximum of five million dollars (\$5,000,000);
- (b) Amend Schedule "C" Section (d) Payment of Gratuity by cross referencing Section 7.9(j);
- (c) Delete expired effective dates;
- (d) Renew LOUs not otherwise addressed;
- (e) Any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

22. 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.

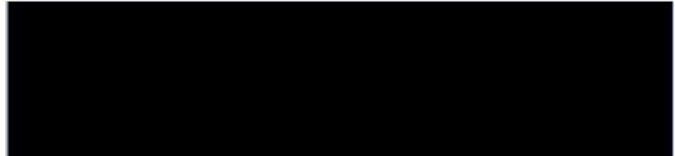
23. Ratification

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 the 19th day of APRIL, 2024 in the City of Port Moody, Province of British Columbia.

SIGNED ON BEHALF OF PORT MOODY POLICE SERVICES UNION:

SIGNED ON BEHALF OF THE PORT MOODY POLICE BOARD:



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APPENDIX A

LETTER OF UNDERSTANDING – REPAYMENT OF ACADEMY FEES

Between:

THE PORT MOODY POLICE BOARD
(the "Employer")

And:

PORT MOODY POLICE SERVICES UNION
(the "Union")

The Employer and the Union agree that the Employer may recover fees and other direct costs associated with the provision of basic training to a new recruit if the recruit leaves the Department within three (3) years of their date of graduation.

Any such amounts may be recovered by the Employer from amounts owing to the departing Constable. The amount of any recovery will be pro-rated based on time served with the Department over the three-year period.

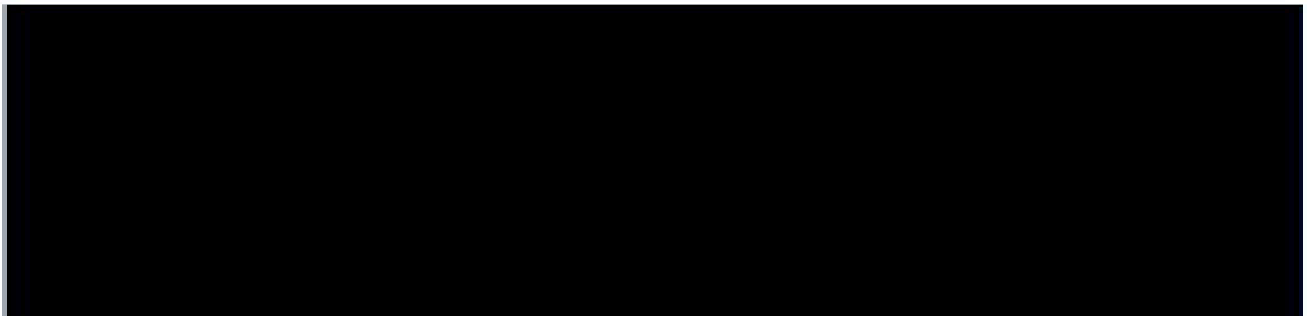
The Employer and the Union further agree that such recoveries shall not be made from members who are unable to complete three years of service after graduation due exceptional circumstances including but not limited to a condition that cannot be accommodated within the bargaining unit.

The Employer shall advise new recruits of this condition upon an offer of employment.

DATED the 19th day of APRIL, 2024 in the City of Port Moody, Province of British Columbia.

**SIGNED ON BEHALF OF PORT MOODY
POLICE SERVICES UNION:**

**SIGNED ON BEHALF OF THE PORT
MOODY POLICE BOARD:**



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APPENDIX B

LETTER OF UNDERSTANDING – PATROL INITIATIVES

Between:

THE PORT MOODY POLICE BOARD
(the "Employer")

And:

PORT MOODY POLICE SERVICES UNION
(the "Union")

The Employer and the Union agree to enhance coverage of patrol duties through the implementation of a Patrol Overnight Wellness Premium and Auxiliary Contracted Patrol Employees. With respect to these initiatives, the terms and conditions contained herein shall take precedence over any related provisions of the Collective Agreement.

This Letter of Understanding shall be in full force during the term of the current Collective Agreement and thereafter until a new Collective Agreement is ratified or awarded.

Any issues or disputes in the application, implementation or interpretation of this Letter of Understanding will be discussed by the Parties to clarify and resolve the issue. Any unresolved disputes may be advanced in accordance with the grievance procedure of the Collective Agreement and will not be prejudicial to the interpretation of the Collective Agreement.

A: Patrol Overnight Wellness Premium

The Parties agree that the Patrol Overnight Wellness Premium (POWP) will be paid under the following terms and conditions

1. The POWP only will apply to all members while actively serving on patrol between the hours of 2300 and 0500. For greater clarity, the POWP will not apply to hours during which a member was scheduled to be on patrol and instead was on any form of leave or non-patrol assignment.
2. The POWP will be paid at the rate of five dollars (\$5.00) per hour between 2300 and 0500 only.
3. Art. 6.3 Shift Differentials will continue to apply when an employee is in receipt of the POWP.
4. The POWP will not be paid to an employee for shifts or hours worked as a result of a callout or overtime.

B: Auxiliary Contracted Patrol Employees

The Parties agree that the Employer, at its discretion, may hire serving or recently-retired sworn police officers as Auxiliary Contract Patrol Employees (ACPE) under the following terms and conditions:



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Deployment

1. The Employer agrees to continue to actively recruit and hire regular full-time Employees. The Employer will prioritize the use of regular full-time and full-time contract employees whenever possible.
2. All ACPE will be certified police officers and will be employed in uniform operations.
3. The Employer may schedule ACPE outside the thirty-day monthly duty roster in the following circumstances:
 - a. To minimize shift adjustments for regular full-time and full-time contract employees after prior consultation with the Union; or
 - b. To facilitate training opportunities for other officers including consideration of time off between training and a scheduled shift; or
 - c. For patrol or other shift vacancies offered to regular and full-time contract employees that remain vacant ten days after posting.
4. The Employer may deploy ACPE for short-notice shift vacancies and exigent operational needs within the thirty-day monthly duty roster when regular full-time and contract officers have not made themselves available. In all instances where an ACPE is assigned to a vacant shift on short notice, the assigning supervisor will report the circumstances to the Union Executive.
5. The Employer and the Union may agree to deploy ACPE in other circumstances.
6. The Employer and the Union collaboratively will determine the number of ACPE hired and available to be deployed.

Overtime

7. The ACPE will not be entitled to overtime pay unless the employer requires the ACPE to work more than twelve (12) hours on a shift or more than forty-eight (48) hours in a week, (a week being defined as Sunday to Saturday).
8. All ACPE overtime earnings will be paid out in the following pay period and cannot be banked.

Employment Contracts

9. ACPE shall be employed on renewable employment contracts for a fixed term not to exceed one (1) year. These contracts will specify that ACPE will not be guaranteed shifts or hours.
10. ACPE will be required to become Members of the Union as defined in the Port Moody Police Services Union Constitution and will pay a proportional dues rate. The Port Moody Police Services Union Collective Agreement (the "Collective Agreement"), as amended from time to time, will apply to the ACPE, with the exception of the defined provisions listed as 'not applicable' in Appendix 1. These limitations and applicable provisions of the Collective Agreement will form part of the contract between each ACPE and the Employer.



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11. ACPE will be paid at the rate of 115% of the First-Class Constable hourly rate.
12. ACPE will receive 12% of additional pay in lieu of annual leaves, public holidays and health benefits.
13. ACPE will be eligible for sick leave in accordance with the *Employment Standards Act*.
14. ACPE will not be eligible for long term disability, life insurance and Maternity and Parental Supplemental Employment Insurance Benefits.
15. The Municipal Pension Plan shall be administered as per the requirements of the plan.
16. ACPE will perpetually be considered to have no Departmental seniority.
17. ACPE will not be eligible to apply for promotion and will not be eligible to act in a higher rank.
18. ACPE will not be eligible to apply for specialty positions or secondments.

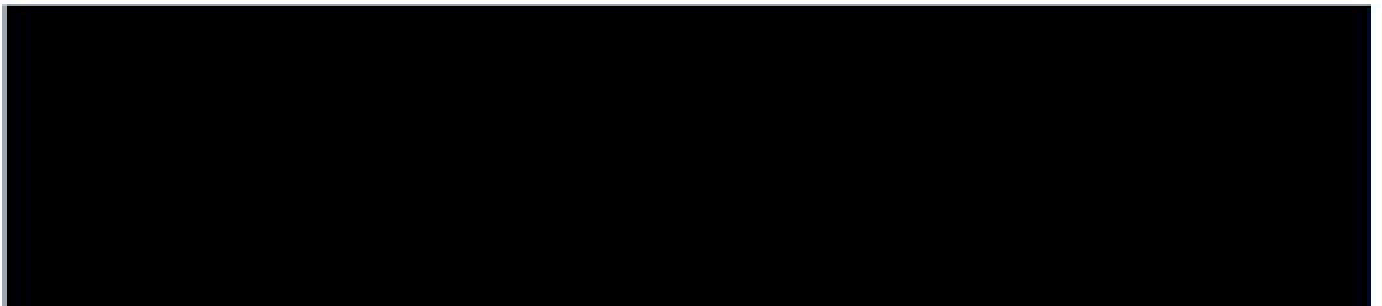
Appointment Requirements

19. The Employer will assess the suitability of ACPE candidates through a modified hiring process and determine the length of each individual contract. The hiring process will be designed by the Employer and will include input from the Union. ACPE candidates must write and pass the PMPD legal exam upon engagement.
20. The probation period for ACPE will be one hundred and forty-four (144) hours or three months, whichever is longer, for the purposes of determining their suitability for continuous employment. The Employer or the probationary ACPE may end the employment relationship without severance or compensation or any further obligation owing to the ACPE within the probation period. Successful completion of the probationary period for ACPE does not entitle the employee to any guarantee of shifts or hours of work.
21. ACPE will be required to attend five (5) scheduled training days each calendar year for the purposes of training. ACPE shall be paid at straight time for each hour spent in training. ACPE candidates must write and pass the PMPD legal exam every two (2) calendar years during the term of their employment.

DATED the 19th day of APRIL, 2024 in the City of Port Moody, Province of British Columbia.

**SIGNED ON BEHALF OF PORT MOODY
POLICE SERVICES UNION:**

**SIGNED ON BEHALF OF THE PORT
MOODY POLICE BOARD:**



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Appendix A

Section no.	Title	Applies	Does not Apply
1	Definitions	✓	
2	Terms of Agreement	✓	
3	Union Membership and Dues ¹	✓	
4	Remuneration		✓
5	Pay for Acting Senior Capacity		✓
6	Special allowances		
6.1 (a)(b)(c)	Clothing Allowance – Uniform	✓	
6.1 (d)(i/ii)	Clothing Allowance- civilian clothing		✓
6.1 (e)	Cleaning Services – civilian clothing		✓
6.1 (f)	Cleaning Services – Uniform	✓	
6.1 (g)	Protective Vest	✓	
6.1 (h)			✓
6.2 (a-h)			✓
6.3	Shift Differentials	✓	
7.0	Overtime	✓	
7.1	Calculation of OT	✓	
7.2 (a-c)			✓
7.3 (a)	Extended Tour of Duty	✓	
7.3(b)			✓
7.4 (a-d)	Call-outs	✓	
7.5	Change in Shift Length		✓
7.6	Investigative Phone Calls	✓	
7.7 (A-J)	Court Time Schedule/Denotification	✓	
7.8	Compensation for Court Attendance by Acquitted Employee	✓	
7.9	Accumulation of Overtime		✓
8.1	Annual Leaves		✓
8.2	Public Holidays		✓
8.3	Supplementary Annual Leave		✓
8.4	Conversion of Leave		✓
9.0	Employee Benefits		✓
9.1	Medical Services Plan and Extended Health Care Plan		✓
9.2	Group Life Insurance		✓
9.3	Sick Leave and Gratuity Plan		✓
9.4	Worker's Compensation (in accordance with WorkSafe regulations)		✓
9.5	Sick Leave Recovery		✓
9.6	Dental Services Plan		✓
9.7	Benefit Plan Administration		✓
9.8	Complaints Against Employees	✓	
9.9	Indemnification of Employees	✓	
9.10	Dependents' Compensation		✓
9.11	Total Permanent Disability Compensation		✓
9.12	Training Course Compensation		✓
9.13	Bereavement Leave	✓	
9.14	SEIB associated with Maternity and Parental Leave		✓
10	Medical Attendance	✓	

¹ See paragraph B9 above.

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11	Working Conditions		
11.1	Work Week	✓	
11.2	Promotional Policy		✓
11.3	Seniority		✓
11.4 (a)(b)(c)(e)	Probation		✓
11.4 (d)	Probation	✓	
11.5	Increments		✓
11.6	Former Employees		✓
11.7	Compliance with Administrative Regulations	✓	
11.8 (a)-(c)	Method of Pay	✓	
11.9	Changes affecting the agreement	✓	
11.10	Police Staff Parking	✓	
12	Reduction in workforce, Layoff, Recall		✓
13	Pensions		✓
14	Grievance Procedure	✓	
15	Absence from Duty – Union Officials		✓
16	Access to Personnel Records	✓	
17	Provision of Collective Agreements	✓	
18	Posting of Career Opportunities		✓
19	Conflict with Regulations and Procedure manual	✓	
20	No Discrimination	✓	
Schedule "A"	Monthly Salaries and Rates	✓	
Schedule "B"	Experimental 10-hour Work Days		✓
Schedule "C"	Sick Leave and gratuity Plan		✓
Schedule "D"	Dependant's Compensation		✓
Schedule "E"	Total Permanent Disability Compensation		✓
Schedule "F" No. 1	12 hour Shift Compressed Work Week Patrol Division	✓	
Schedule "F" No. 2	Compensation for Stat Holidays and Attendance at Court not Required	✓	
Schedule "F" No. 3	Job Sharing		✓

