

2003

MEMORANDUM OF AGREEMENT

between the

CITY OF PORT MOODY  
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (OUTSIDE)  
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE LABOUR RELATIONS DEPARTMENT OF THE GREATER VANCOUVER REGIONAL DISTRICT, ACTING ON BEHALF OF THE CITY OF PORT MOODY (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE LABOUR RELATIONS BUREAU OF THE GREATER VANCOUVER REGIONAL DISTRICT, AND IF THAT BUREAU 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 2003 JANUARY 01 AND EXPIRING 2006 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2000-2002 Collective Agreement continue except as specifically varied below by paragraphs 2 to 6, both inclusive.

2. **Term of Agreement**

The term of the new Collective Agreement shall be for four (4) years from 2003 January 01 to 2006 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.

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3. **General Increase**

- (a) Effective 2003 January 01, all hourly rates of pay which were in effect on 2002 December 31 shall be increased by two and one-half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2004 January 01, all hourly rates of pay which were in effect on 2003 December 31 shall be increased by two and one-half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2005 January 01, all hourly rates of pay which were in effect on 2004 December 31 shall be increased by two and one-half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective April 1, 2006: all hourly rates of pay which were in effect on March 31, 2006 shall be increased by the greater of:
  - (i) three percent (3.0%). The new hourly rates shall be rounded to the nearest whole cent,
  - or
  - (ii) three percent (3.0%) plus one-half of the amount by which the Consumer Price Index (CPI all item market basket) for Vancouver, BC exceeds three percent for the 12 month period ending on February 28, 2006. This calculation will be made by comparing the difference of the CPI value for February 2006 over February 2005. The CPI calculation will be taken to the second decimal place following arithmetical rules of rounding. The new hourly wage rates calculated from the aforementioned shall be rounded to the nearest whole cent.

4. **Article 5(b) - Probation**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 5(b) by replacing “ninety (90)” with “one hundred and twenty (120)” in the first line.

5. **Article 13 – Extended Health Benefits**

The Employer and the Union agree to:

- (a) effective the first of the month following the date of ratification, add coverage for orthotics in the amount of \$300 every five (5) years;

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- (b) effective the first of the month following the date of ratification, increase the coverage for the following paramedicals as follows: massage and physiotherapy to a combined maximum of \$600.00 per calendar year; chiropractic and naturopath to a combined maximum of \$300.00 per calendar year; acupuncture to a maximum of \$200.00 per calendar year; and podiatrist to a maximum of \$350.00 per calendar year.
- (c) effective 2004 January 01, add coverage for eye exams in the amount of \$75 every two (2) years;
- (d) effective 2004 January 01, increase the EHB deductible to \$50; effective 2005 January 01, increase the EHB deductible to \$100;
- (e) effective 2006 January 01, increase vision care coverage to \$300.00 every two (2) calendar years;
- (f) effective 2006 January 01, increase the coverage for the following paramedicals as follows: massage and physiotherapy to a combined maximum of \$800.00 per calendar year; chiropractic and naturopath to a combined maximum of \$500.00 per calendar year.

Subject to mutual agreement on the wording, the Employer and the Union agree to reflect the coverage listed in (a), (c), (d) and (e) above in Article 13.2(a).

6. **Housekeeping Matters**

Effective 2003 January 01, all housekeeping items which have been, or shall be, mutually agreed to between the parties prior to or during the drafting of the new Collective Agreement, shall be included in that new Collective Agreement. Such items also include:

- (a) delete Article 11.1(i) regarding early vacation pay cheques;
- (b) amend Article 18.1, Maternity and Parental Leave by:
  - (i) amending the time periods for the Birth Mother in paragraph (a) from “eighteen (18)” and “twelve (12)” consecutive weeks to “seventeen (17)” and “thirty-five (35)” consecutive weeks respectively;
  - (ii) amending the time periods for the Birth Father and Adoptive Parent in paragraph (a) from “twelve (12)” to “thirty-seven (37)” consecutive weeks and deleting the sentence regarding an extension of up to fourteen (14) consecutive weeks;

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- (iii) replacing the words “thirty-two (32) consecutive weeks” with “fifty-two (52) consecutive weeks” in the final sentence of paragraph (a);
  - (iv) replacing the words “pursuant to paragraph (b)(5)” with the words “pursuant to paragraph (b)(4)” in paragraph (d)(2).
- (c) amend Article 18.2 – Compassionate Leave by:
- (i) replacing the words “employee’s wife, husband” with “employee’s spouse (including common-law spouse and same-sex partner)” in paragraph (a)(i); and
  - (ii) amending the definition of the Lower Mainland by renaming “Central Fraser Valley Regional District” as “Fraser Valley Regional District” and deleting the words “Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District” in paragraph (b).
- (d) update Schedule “A”;
- (e) delete expired effective dates and related wording.

7. **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 the date of ratification of this Memorandum of Agreement, then for the purposes of drafting the new Collective Agreement, the amended or new provision only shall appear in the new Collective Agreement together with a sentence referencing its effective date.

8. **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 the Memorandum of Agreement is signed.

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Signed this \_\_\_\_ day of \_\_\_\_\_, 2003.

BARGAINING REPRESENTATIVES FOR  
THE EMPLOYER:

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BARGAINING REPRESENTATIVES FOR  
CUPE LOCAL 825:

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