

2012

MEMORANDUM OF AGREEMENT

between the

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

and the

PORT MOODY FIREFIGHTERS' UNION, LOCAL 2399, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CITY OF PORT MOODY (hereinafter "the City") AGREE TO RECOMMEND TO THE CITY OF PORT MOODY MUNICIPAL COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE PORT MOODY FIREFIGHTERS' UNION, LOCAL 2399, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (hereinafter "the Union") AGREE TO RECOMMEND TO THEIR UNION MEMBERSHIP;

THAT THE COLLECTIVE AGREEMENT COMMENCING 2012 JANUARY 01 AND EXPIRING 2019 DECEMBER 31 (hereinafter the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms and conditions of the Collective Agreement commencing 2010 January 01 and expiring 2011 December 31 (hereinafter "the 2010 - 2011 Collective Agreement") shall apply except as specifically varied below.

2. Article XIV – Term of Agreement

The City and the Union agree that the term of the new Collective Agreement shall be for eight (8) years, commencing 2012 January 01 and expiring 2019 December 31.

It is further agreed that Subsections 50(2) and 50(3) of the *Labour Relations Code* shall be specifically excluded from and shall not be applicable to the new Collective Agreement.

3. Wage Increases – Schedule "A"

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

- (i) Effective 2012 January 01, the monthly 4th Year Firefighter rate in effect on 2011 December 31 (that is, \$6,763) shall be increased by two and one-half percent (2.50%)

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and be rounded to the nearest whole dollar (that is, to \$6,932). All other existing rank indices shall be maintained.

- (ii) Effective 2013 January 01, the monthly 4th Year Firefighter rate in effect on 2012 December 31 (that is, \$6,932) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$7,105). All other existing rank indices shall be maintained.
- (iii) Effective 2014 January 01, the monthly 4th Year Firefighter rate in effect on 2013 December 31 (that is, \$7,105) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$7,283). All other existing rank indices shall be maintained.
- (iv) Effective 2015 January 01, the monthly 4th Year Firefighter rate in effect on 2014 December 31 (that is, \$7,283) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$7,465). All other existing rank indices shall be maintained.
- (v) Effective 2016 January 01, the monthly 4th Year Firefighter rate in effect on 2015 December 31 (that is, \$7,465) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$7,652). All other existing rank indices shall be maintained.
- (vi) Effective 2017 January 01, the monthly 4th Year Firefighter rate in effect on 2016 December 31 (that is, \$7,652) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$7,843). All other existing rank indices shall be maintained.
- (vii) Effective 2018 January 01, the monthly 4th Year Firefighter rate in effect on 2017 December 31 (that is, \$7,843) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$8,039). All other existing rank indices shall be maintained.
- (viii) Effective 2019 January 01, the monthly 4th Year Firefighter rate in effect on 2018 December 31 (that is, \$8,039) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$8,240). All other existing rank indices shall be maintained.

Any retroactive payments resulting from the wage adjustments in (i) through (viii) above shall be processed as soon as possible following the date of ratification of the Memorandum of Agreement and shall include all members who at the time of processing such payments have retired or resigned following 2012 January 01.

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4. **Article I – Coverage**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Article I to read as follows:

“WHEREAS the City is an Employer within the meaning of the Labour Relations Code, being Chapter 244 of the Statutes of British Columbia, 1996;

AND WHEREAS the Union is the duly certified bargaining authority for those employees of the City employed by the Fire Department at Port Moody, excepting:

The Fire Chief, Deputy Fire Chief, Assistant Fire Chief
Clerical workers and other office staff.

THIS AGREEMENT shall constitute the wages and working conditions for the employees in respect of whom the Union is so certified. The word "Department", when used in this Agreement means the Fire Department of the City.”

5. **Article II – Union Security**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Sections 2 and 3 of Article II by replacing “2011” with “2019” in each paragraph.

6. **Article III – Remuneration**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to add a new Section 4 – Specialty Pay to read as follows:

“(a) Members certified as SCBA Air Technicians, who are required by the Fire Chief or designate to repair or maintain SCBA and related equipment shall be paid a ten (10%) percent hourly premium for all hours spent repairing and maintaining SCBA and related equipment; and

(b) Qualified Suppression members who are required to conduct Fire Investigations by the Fire Chief or designate shall be paid a ten (10%) percent hourly premium for all hours spent conducting fire investigations.”

7. **New Provision - Article IV – Notice of Retirement**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to add the following as a new paragraph (b) in Section 4 of Article IV:

“(b) Employees are required to provide twelve (12) weeks’ notice of their date of retirement or termination.”

The existing paragraph will be lettered as paragraph (a).

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8. Article V – Hours of Work and Overtime

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Article V by:

- (a) amending Section 3(c) to read as follows:

“Notwithstanding anything contained in Section 3(b), an employee reporting for work on the call of the City on Christmas Day or Boxing Day, other than the employee’s regular working hours, shall be paid at the rate of triple the employee’s regular rate of pay for all hours worked during Christmas Day or Boxing Day in response to the call, and double time thereafter, with a minimum of three (3) hours at the rate of triple the employee’s regular rate of pay.”

- (b) amending Section 5 to read as follows:

“Employees may be temporarily rescheduled from the two-platoon schedule to work straight day shifts (4 shifts = 5 calendar days) in order to facilitate accommodation of training activities or the performance of special assignments. Eight (8) duty shifts’ notice will be given to any employee being temporarily rescheduled from their shift to accommodate training.

Where an employee attends a training course outside of the employee’s working hours and the training course is one that the Fire Chief requires the employee to attend, the employee shall be paid at the employee’s regular hourly rate for the first two (2) shifts spent in such training in a calendar year and at one and one-half (1½) times the employee’s regular hourly rate for all time spent in such training beyond the first two (2) shifts in a calendar year.”

9. Article VI – Vacations and Statutory Holidays

Effective 2019 December 30, the City and the Union agree to change Article VI by:

- (a) deleting Section 1(k) of Article VI;
- (b) amending Section 2(a)(ii) of Article VI to read as follows:

“Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive time equivalent to the allotted duty shifts in lieu of any statutory holiday entitlements to which they may have been otherwise entitled to for the calendar year in which termination occurs, on the basis of one-twelfth ($\frac{1}{12}$) of their statutory holiday entitlement for that year for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked to the date of termination.”;

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(c) deleting Section 2(a)(iii) of Article VI.

10. Article VII – Employee Benefits

(a) Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Section 1(a) of Article VII to read as follows:

“Employees will be permitted up to twelve (12) hours to visit a doctor or dentist (specialists only) on the City’s time for non-emergencies in any one (1) year. Appointments shall be confirmed in advance with the Department Head.”

(b) Effective the first of the month following the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Section 1(i)(1) of Article VII to read as follows:

“1(i)1. The Union shall undertake responsibility for the first four (4) shifts of any non-occupational illness or injury. The Union’s members will contribute a percentage of their base salary each month to a fund from which will be paid benefits for authorized sick leave absences equal to their regular base salary net of income tax deductions and pension (including supplementary pension) contributions. The amount of such contributions shall be determined by the Union.”

The City and the Union agree that the amendment in item (b) reflects an agreement to reduce the number of sick leave days that are paid for by the union (from the first six (6) to the first four (4)) and to eliminate concept of “an extension of the earlier illness...”. The result is that the Union will pay for the first four (4) shifts of each and every illness. These two amendments do not affect the administration of the sick leave plan.

(c) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Sections 4(a)(ii) and (b)(ii) of Article VII by extending the gratuity trial described in Sections (a)(ii) and (b)(ii) for the period covering 2016 January 01 to and including 2019 December 31.

(d) While not to be included in the Collective Agreement, the Employer agrees to instruct the carrier to amend the Extended Health Care and Dental Plans as follows:

- increase the EHB deductible to one hundred twenty five dollars (\$125.00), effective 2017 January 01;
- add a dispensing fee cap at eight dollars (\$8.00) per prescription, effective the date of ratification of the Memorandum of Agreement; and
- amend the recall period for dental check-ups (for adults only) to one (1) time each nine (9) months instead of one (1) time each six (6) months, effective the date of ratification of the Memorandum of Agreement.

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- (e) Effective the date of ratification of the Memorandum of Agreement, the City and the union agree to add the following provision Section 7 of Article VII:

“The City agrees to apply to the Pension Corporation to become a Group 5 employer under the rules of the Municipal Pension Plan.

In the event the Pension Corporation approves the application, all existing eligible employees and all future eligible employees will be covered by and be subject to the current and any future rules established by the Municipal Pension Board and the Pension Corporation governing Group 5 participation.

In conjunction with the establishment of Group 5, all contributions by both the City and the employees to the Special Agreement (SA) shall cease for eligible employees. Employee balances in the SA shall be handled in accordance with the rules established by the Municipal Pension Plan.

All employees eligible for enrolment in Group 5 shall receive a Supplemental Pension Allowance of 0.56% of pensionable earnings to be paid directly to the employee.

In the event there are employees who are in Group 2 as of the date the Pension Corporation approves the application for the Group 5 Pension who do not qualify for Group 5, those employees will continue, subject to the approval of the Pension Corporation, to be covered by the Group 2 provisions of the Municipal Pension Plan and to contribute to the Special Agreement (if they are already contributing). New hires into positions that are not eligible to participate in the Group 5 Pension will be treated as Group 1 or Group 4 as appropriate under the rules of the Municipal Pension Plan.”

11. New Provision – Article IX – Maternity/Parental Leave

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to add a new Section 4 to Article IX to read as follows:

“Section 4: Maternity and Parental Leave

(a) Length of Leave

(1) Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

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(2) Birth Parent Other than the Birth Mother

A birth parent is the spouse of the birth mother.

An employee who is the birth parent, but who is not the birth mother, shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

In the event the birth mother dies or is totally disabled, an employee who is the birth parent of the child shall be entitled to up to fifty-two (52) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

(3) Adoptive Parent

An adoptive parent is a parent who is not biologically related to the child and whose spouse is not biologically related to the child.

An employee who is the adoptive parent of a child shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

(4) Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed fifty-two (52) consecutive weeks following the commencement of the leave.

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(b) Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (4) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (5) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

(c) Return to Work

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, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified the Department Head of their intention to return to work pursuant to paragraph (b)(3) and who subsequently suffers any illness or disability which prevents the employee from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

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(e) Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay the employee's share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (2) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the *Pension (Municipal) Act.*"

12. Article XII – Grievance Procedure

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to change Article XII by amending paragraph (a) to read as follows:

"Any dispute arising out of matters covered by this Agreement shall be committed to writing and be forwarded to the Fire Chief within ninety (90) calendar days of the incident, or from ninety (90) calendar days the Union becomes aware of the matter being grieved."

13. Schedule "B" – Relief/Floating Firefighters

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to replace the Letter of Understanding in Schedule "B" with the Letter of Understanding set out in Appendix 1.

14. Schedule "C" – Department Reorganization

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to add a new Schedule "C" which is set out in Appendix 2.

15. Housekeeping

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to the following housekeeping changes:

- (a) Amend Section 5 of Article VII to read as follows:

"All new employees shall be entitled to apply for Medical Services Plan coverage effective the first of the month of the calendar month following the date of hire. Further, all new employees, as a condition of continuing employment, shall become and remain participants in the Extended Health Care Plan, Dental Plan "A" and "B" Basic Services

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and Plan "C", effective the first day of the month following completion of six (6) months of service, and that all other employees upon becoming participants in the aforesaid plan must remain as participants. The costs of the premiums for the above-mentioned Plans in this Section 5 shall, in consideration of the plan outlined in Subsection (i) of Article VII, be borne entirely by the City."

- (b) Amend Section 6 of Article VII by adding a new paragraph (a) to read as follows:

"All new employees shall be entitled to apply for Group Life Insurance coverage effective the date of hire. The costs of the premiums for the Group Life Insurance Plan in this Section 6 shall be borne entirely by the City."

Existing paragraphs (a) and (b) will be re-lettered as (b) and (c) respectively.

- (c) Amend the salary reference in the second paragraph of Article VII, Section 7(c) from "\$80,953" to "\$88,373".
- (d) Update references to "Superannuation" in the Collective Agreement to reflect current terminology.
- (e) Delete old effective dates wherever they appear in the Collective Agreement.
- (f) revise the numbering scheme in the Collective Agreement as follows by mutual agreement and without intent to change the meaning or interpretation of the Collective Agreement:
- (1) change numbering of Articles from Roman to Arabic;
 - (2) change Section numbers to decimals and drop the use of the word "Section";
 - (3) ensure that the first level of subheadings under Articles consistently uses decimals as described in (ii);
 - (4) ensure that the second level of subheadings under Articles consistently uses lower case letters in parentheses;
 - (5) the following are for the purpose of illustration:
 - (i) "Statutory Holidays" currently described as "Article VI, Section 2" becomes "Article 6.2";
 - (ii) "Overtime Rates" currently described as "Article V, Section 3(a)" becomes "Article 5.3(a)";

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16. Drafting of New Collective Agreement

The City 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.

17. 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 forty-five (45) calendar days from the date on which the Memorandum of Agreement is signed.

DATED 20 day of MAY, 2016 in the City of Port Moody.

BARGAINING REPRESENTATIVES ON BEHALF OF
THE CITY:

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION: / //

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This is the Appendix 1 referred to in item number 13.

LETTER OF UNDERSTANDING

between the

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

and the

PORT MOODY FIREFIGHTERS' ASSOCIATION, LOCAL 296, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
(hereinafter called the "Union")

Flex Firefighters

Flex Firefighters are not bound by the Hours of Work provisions of the Collective Agreement or the Fire Department Act but are scheduled in accordance with the following guidelines:

1. Flex Firefighters are assigned to a fifty-six (56) day cycle and will work a maximum of three hundred thirty-six (336) hours within that cycle at straight-time rates, subject to the following:
 - (a) Flex Firefighters are paid in accordance with the Collective Agreement (i.e. 84 hours pay bi-weekly); and
 - (b) Flex Firefighters are assigned to a platoon for the purpose of scheduling vacation and other paid time off benefits.
2.
 - (a) Flex Firefighters may be required to be on duty up to a maximum of twenty-four (24) consecutive hours.
 - (b) Flex Firefighters may be utilized to a maximum of eighty-four (84) hours in an eight (8) day block.
 - (c) Flex Firefighters will be scheduled to be off duty for two (2) twenty-four (24) hour periods in each eight (8) day block. Scheduled days off may be moved by mutual agreement, up to a maximum of one (1) day (24-hour period) per 56-day cycle. In addition, a Flex Firefighter may request one shift (10-hour day or 14-hour night) per eight (8) day block as a prescheduled day off. The Employer will make all reasonable efforts to accommodate such requests, keeping in mind that the Flex Firefighter positions are utilized for both scheduled and unscheduled coverage. Once a requested shift has been scheduled off, it shall be confirmed forty-eight (48) hours prior to the scheduled shift off and shall not be retracted except by mutual agreement.

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3. Flex Firefighters will not be called for a shift within the eight (8) day block of scheduled Vacation or Public Holiday time off duty, once their scheduled time has begun unless by mutual agreement.
4. Nothing in these guidelines limits the ability of the City to require a Flex Firefighter to work Overtime, Callout and Call-Out in accordance with the Collective Agreement.
5. This Letter shall remain in force and effect until the City and the Union agree to cancel or amend the Letter of Understanding.

Signed this 20 day of MAY, 2016 in the City of Port Moody.

BARGAINING REPRESENTATIVES ON BEHALF OF
THE CITY: _____

BARGAINING REPRESENTATIVES ON BEHALF OF
THE UNION: _____

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This is the Appendix 2 referred to in item number 14.

LETTER OF UNDERSTANDING

between the
CITY OF PORT MOODY
("the Employer")

and the

PORT MOODY FIREFIGHTERS' UNION, IAFF LOCAL 2399
("the Union")

RE: DEPARTMENT REORGANIZATION

This Letter of Understanding is effective 2017 January 01, unless the parties mutually agree to another date.

1. Reorganization

Following consultation with the Union, the Employer will carry out the following reorganization within the Fire Department:

- (a) The classification of Lieutenant will not be staffed unless the Employer determines that there is a need to staff a position at the Lieutenant level on either a temporary, or an ongoing basis. It is agreed that incumbents in the classification of Lieutenant, as of the date of ratification, will remain in the classification until such time as they are promoted or until eighteen (18) months have passed from the date the reorganization is implemented, whichever is sooner. Following this eighteen (18) month period, an incumbent who has not been promoted will revert to the rank of firefighter
- (b) The Employer has established a new classification titled "Platoon Captain". Subject to Section 1(g) below, applicants for the classification of Platoon Captain must have successfully completed the Fire Officer II and Fire Officer III courses, or equivalent courses as reasonably determined by the Fire Chief;
- (c) The Employer has established a new classification titled "Training Captain". Subject to 1(g) below, applicants for the classification of Training Captain must have successfully completed the Fire Officer I, Emergency Scene Management II, Incident Safety Officer, Fire Services Instructor II, and Fire Services Evaluator courses, or equivalent courses as reasonably determined by the Fire Chief;
- (d) Subject to Section 1(g) below, applicants for, the existing classification of Training Officer, must have successfully completed the Fire Officer II, Fire Services Instructor II

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and Fire Services Evaluator courses, or equivalent courses as reasonably determined by the Fire Chief;

- (e) The Employer and the Union have established a mutually agreed to Operational Guideline governing the selection process applicable to the classification of Platoon Captain. This specific Operational Guideline shall not be revised except by mutual agreement;
- (f) The classification of Shift Captain will continue to be staffed in the same manner and on the same basis as it had been prior to the reorganization described in this Letter of Understanding. Following consultation with the Union, the Operational Guideline governing the selection process applicable to the classification of Shift Captain has been amended by the Employer to reflect current educational requirements. These requirements are Fire Officer II, or an equivalent course as determined by the Fire Chief;
- (g) Successful applicants for the classifications Platoon Captain, Shift Captain, Training Captain, and Training Officer, will be given eighteen (18) months from the date that the reorganization is implemented (the "transition period") to successfully complete the course requirements for the applicable classification. In the event that an employee is unable to enroll in a required course due to course availability, or due to an approved absence related to sickness or WorkSafe, the Employer may grant an extension to the transition period which equals the amount of time on the approved absence or the delay related to course availability;
- (h) Notwithstanding the rate of pay for the Platoon Captain set out in Appendix 1 of this Letter of Understanding, successful applicants for the classification of Platoon Captain will receive pay at a rank index of one hundred twenty seven percent (127%) instead of one hundred thirty percent (130%) during the transition period. Upon successful completion of all required courses, Platoon Captains will commence receiving pay based on a rank index of one hundred thirty percent (130%) and will also receive a pay adjustment equivalent to the different between the one hundred thirty (130%) rank index and one hundred twenty seven percent (127%) rank index retroactive to the first day of the transition period.
- (i) For the duration of the transition period, an employee who is required to act pursuant of Section 2 of Article III of the Collective Agreement will receive a pay rank index of one hundred and twenty-seven percent (127%) for the first forty-eight (48) shifts in an acting capacity as a Platoon Captain. Upon completion of the first forty-eight (48) shifts, an employee will commence receiving acting pay based on a rank index of one hundred and thirty percent (130%);
- (j) Should an incumbent of one of the classifications fail to successfully complete all of the required courses for their classification within the transition period, the employee will not be confirmed in the classification and will revert to their previous rank and index without loss of seniority. Any employee temporarily promoted during the transition

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period as a result of the reorganization shall also be returned to their former position and index without loss of seniority;

- (k) Notwithstanding and without prejudice to the parties' respective positions respecting the application of Section 2 of Article III to operational positions, it is understood that the Employer may assign a Training Captain to replace a Platoon Captain or Shift Captain who is absent on an approved leave, during the Training Captain's regularly scheduled shift. It is further understood that the Employer may elect to not assign employees to act in a senior capacity for Group 2 positions.
2. Nothing in this Letter of Understanding affects the Employer's management rights including the right to reorganize.
 3. The Employer and the Union agree that this Letter of Understanding will be attached to form part of the collective agreement.
 4. The Employer and the Union agree to the amendments to the Collective Agreement set out in Appendix 1 to this Letter of Understanding.
 5. All provisions in this Letter of Understanding are effective the date of ratification of this Letter of Understanding unless otherwise specified.

DATED this 20 day of MAY 2016 in the City of Port Moody.

BARGAINING REPRESENTATIVES ON BEHALF OF
~~THE EMPLOYER;~~

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

Please note the signatures from this MOA have been deleted.

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This is the Appendix 1 referred to in item #4 of the Letter of Understanding.

APPENDIX 1

1. New Classifications

The list of positions and rank index in Schedule "A" will be amended to read as follows:

<u>"Position</u>	<u>Index</u>
<u>Group 1</u>	
Platoon Captain	130
Captain	122
Lieutenant	112
Firefighter	
– 1st 6 months	70
– 2nd 6 months	75
– 2nd year	80
– 3rd year	90
– 4th year	100
– 10th year (on completion of the 10th calendar year of service)	103
<u>Group 2</u>	
Fire Prevention Officer	122
Training Captain	122
Training Officer	125

Note: Firefighter rates are based on 4th year rate; others are based on 10th year rate."

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2. Article V – Hours of Work and Overtime

The Employer and the Union agree to amend Section 1 of Article V to read as follows:

“Section 1: Hours of Work

The hours of duty for employees covered by this Agreement are as follows:

- (a) The employees occupying positions set forth in Group 1 of the said Schedule “A” shall work an average of forty-two (42) hours per week.
- (b) The employees occupying positions set forth in Group 2 of the said Schedule “A”, except for Training Captain, shall work a thirty-five (35) hour week. The employees occupying the position of Training Captain shall work an average of thirty-five (35) hours per week.”

3. Article V - New Provision – Meetings of an Administrative Nature

The Employer and the Union agree to add a new Section 6 to Article V to read as follows:

“The Employer may require Platoon Captains to attend meetings of an administrative nature on and an employee’s regularly scheduled day off. An employee reporting to work to attend a meeting of an administrative nature shall be paid at the employee’s regular rate of pay for the entire period spent at the meeting, with a minimum of three (3) hours at the employee’s regular hourly rate of pay. The Employer will provide at least three (3) week's notice of the meeting date. The Employer may schedule a maximum of three (3) meetings per calendar year pursuant to this section.

Nothing contained in Section 6 of Article V shall be construed so as to interfere with the right of the Employer to require an employee to report for work pursuant to Sections 2 or 3 of Article V for the purpose of attending a meeting of an administrative nature, or of any other kind.”