

MEMORANDUM OF AGREEMENT

between the

CITY OF COQUITLAM

(the "City")

and the

COQUITLAM FIREFIGHTERS' UNION, LOCAL 1782 OF THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

(the "Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE COQUITLAM FIREFIGHTERS' UNION, LOCAL 1782 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (hereinafter called "the Union") AGREE TO RECOMMEND TO THEIR UNION MEMBERSHIP;

THAT THE COLLECTIVE AGREEMENT COMMENCING 2016 JANUARY 01 AND EXPIRING 2019 DECEMBER 31 (hereinafter called the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms and conditions of the Collective Agreement commencing 2012 January 01 and expiring 2015 December 31 (the "2012 – 2015 Collective Agreement") shall apply except as specifically varied below.

2. Term of Agreement

The City and the Union agree that the term of the new Collective Agreement shall be for four (4) years, commencing 2016 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. Rates of Pay – Schedule "A"

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

- (a) 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.

- (b) 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.
- (c) 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.
- (d) 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.

4. Article 5.1 – Hours of Work

- (a) Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to add the Letter of Understanding titled “Junior Firefighter Staffing” and which is attached to this Memorandum of Agreement as Appendix I, to the Collective Agreement.
- (b) Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Article 5.1(c)(i) to read as follows:

“Hours of work for persons assigned to the Fire Prevention Division shall be an average of thirty-five (35) hours per week, excluding a meal break. A work shift shall be defined as eight and three-quarter (8 $\frac{3}{4}$) hours of work excluding a meal break.

Notwithstanding any clause in the Collective Agreement to the contrary, an employee shall not receive pay for acting senior capacity where the employee has been temporarily required to accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the compressed work week.”
- (c) Effective the date of ratification of the Memorandum of Agreement, as a result of Item 4(b) above, the City and the Union agree to make the following consequential amendments:
 - (i) In Article 8.1(b) make the following amendments:
 - (1) replace in Article 8.1(b)(2) the words “fourteen (14) calendar days” with “eight (8) working shifts”;

- (2) replace in Article 8.1(b)(3) the words “fourteen (14) calendar days” with “eight (8) working shifts”;
 - (3) replace in Article 8.1(b)(4) the words “twenty-one (21) calendar days” with “twelve (12) working shifts”;
 - (4) replace in Article 8.1(b)(5) the words “twenty-eight (28) calendar days” with “sixteen (16) working shifts”;
 - (5) replace in Article 8.1(b)(7) the words “thirty-five (35) additional calendar days” with “twenty (20) working shifts”; and
 - (6) replace in Article 8.1(b)(8) the words “twenty-eight (28) additional calendar days” with “sixteen (16) additional working shifts”.
- (ii) delete the Letter of Understanding Hours of Work – Fire Prevention Division; and
 - (iii) while not to be included in the Collective Agreement, the City and the Union agree to amend the Letter of Understanding, Banked Compressed Day – Fire Prevention Staff, by replacing the words “fifty-six (56)” with “seventy (70)” in both Paragraphs 4 and 5.

5. Article 5.2 – Service Outside of Working Hours

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Article 5.2(b) to read as follows:

“(b) Call Out

Except as provided in Subsection 5.2(a) above, an employee reporting for work on the call of the City at any time other than their regular working hours shall, at the option of the City, receive either an amount of time off equivalent to two (2) times the number of hours spent at work or pay at the rate of two (2) times their regular hourly rate for such hours with a minimum of three (3) hours at the rate of two (2) times their regular hourly rate. The three (3) hour minimum shall not apply when an employee is called out within three (3) hours of the start of a shift. Instead, the employee shall be paid at double time until the start of the shift; PROVIDED HOWEVER that if an employee does not receive all of the time off earned under this Subsection 5.2(b) by December 31st of the year next following the year in which such time off was earned, the employee shall be paid in cash therefore based on their regular rate of pay in effect on December 31st of the year next following the year in which such time off was earned.”

6. Article 7 – Benefits

- (a) While not to be included in the Collective Agreement, the City and the Union agree that as soon as possible following the date of ratification of the Memorandum of Agreement that the City shall instruct the benefits carrier to amend the Extended Health Care Plan (the “Plan”) as follows:
 - (1) Reduce the Plan’s annual deductible from one hundred and fifty dollars (\$150) to one hundred and twenty-five dollars (\$125);

- (2) Increase the Psychologist maximum amount per calendar year from six hundred dollars (\$600) to one thousand dollars (\$1,000) and include within the scope of this benefit “registered clinical counsellor”;
 - (3) Amend the Plan to reimburse drug expenses based on mandatory generic pricing, except where the employee’s physician provides confirmation of no generic substitution on the prescription; and
 - (4) Amend the plan such that dispensing fees will be eligible for reimbursement in accordance with the terms of the Plan, up to the maximum dispensing fee per prescription eligible for reimbursement under the British Columbia PharmaCare program.
- (b) Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Article 7.1(a)(i) to read as follows:
- “(i) The Extended Health Care Plan shall include an eyeglass option with coverage up to a maximum of five hundred dollars (\$500.00) claimable in any twenty-four (24) month period by each person covered.”

7. Article 7.3 – Bereavement Leave

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Article 7.3 Bereavement Leave to read as follows:

“7.3 Bereavement Leave

- (a) Bereavement leave in the case of the death of an employee's wife, husband, common law spouse, child, stepchild, grandchild, ward, brother, sister, parent, guardian or other relative if living in the employee's household, or in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent in law or grandparent, may be granted without loss of pay for a period not to exceed three (3) working shifts, provided that such leave without loss of pay shall not be granted during an employee's first six (6) months of service.
- (b) Any employee who qualifies for Bereavement leave without loss of pay as referred to herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Powell River Regional District, Squamish Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working shifts.

- (c) Requests for leave under this Section shall be submitted to the Fire Chief who will determine and approve the number of shifts required in each case.
- (d) An employee who qualifies for bereavement leave without loss of pay as referred to herein may be granted such leave when on annual vacation if approved by the Fire Chief. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such bereavement leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Fire Chief, an employee may be granted leave of up to one-half (½) shift without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered herein."

8. Article 9 – Clothing

Effective January 1, 2019, the City and the Union agree to the following:

- (a) amend Section 9.1 of Article 9 to read as follows:

"9.1 Effective 2019 January 01, upon request of the employee through annual submission of a standard form, the City shall provide every employee who occupies a position listed under Schedule "A" of this Agreement with uniform clothing in accordance with the following schedule, subject to the employee's clothing points limits contained in Schedule "E" of the Collective Agreement except that in the year the member retires, the only item of clothing the member will receive is the retirement tunic or clothing of equivalent value:

- (a) Captain*:

Uniform tunic	1 only every seventh year
Work Jacket	1 only every second year
Cold Weather coat	1 only every fifth year
Trousers	2 pair every year
Shirt, dress	3 each every year
Shirt, winter	1 only every year may be substituted
for	a "Shirt, dress"
Shirt, work	1 only every fifth year
Necktie	1 only every year
Uniform Cap	1 only every second year
Coveralls	1 pair every fifth year
Work Boots	1 pair every year

- (b) Lieutenant*:

Uniform tunic	1 only every seventh year
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Work jacket	1 only every second year
Cold weather coat	1 only every fifth year
Trousers	2 pair every year
Shirt, dress	2 each every year
Shirt, work	2 each every year
Shirt, winter for	1 only every year may be substituted a "Shirt, work"
Necktie	1 only every year
Uniform Cap	1 only every second year
Coveralls	1 pair every fifth year
Work boots	1 pair every year

(c) Fire Prevention Inspector*:

Uniform tunic	1 only every seventh year
Work jacket	1 only every second year
Cold weather coat	1 only every fifth year
Trousers	2 pair every year
Shirt, dress	4 each every year
Necktie	1 only every year
Uniform cap	1 only every second year
Coveralls	1 only every fifth year
Work boots	1 pair every year
Oxfords	1 pair every year

(d) Firefighter*:

Uniform tunic	1 only every seventh year
Work jacket	1 only every second year
Cold weather coat	1 only every fifth year
Trousers	2 pair every year
Shirt, dress	1 only every fifth year
Shirt, work	3 each every year
Shirt, winter for	1 only every year may be substituted a "Shirt, work"
Necktie	1 only every fifth year
Uniform cap	1 only every second year
Coveralls	1 pair every fifth year
Work boots	1 pair every year

(e) Firefighter upon successful completion of six (6) months' continuous service:

Uniform tunic	1 only
Work jacket	1 only during first year

Work jacket	1 only during second year
Cold weather coat	1 only
Trousers	2 pair
Shirt, dress	1 only
Shirt, work	3 each
Shirt, winter for	1 only every year may be substituted a "Shirt, work"
Necktie	1 only
Uniform cap	1 only during first year
Uniform cap	1 only during second year
Coveralls	2 pair
Work boots	1 pair

* Two (2) T-Shirts each calendar year.

(f) A Firefighter recruit shall be issued, as part of the above entitlement, a uniform cap, cap badge, one pair of coveralls and a pair of work boots during their first six (6) months of service. In the event that the recruit does not satisfactorily complete their first six (6) months of service, the cap and badge shall be returned to the City and the cost of the coveralls and boots shall be deducted from their final pay cheque.

(g) Fire Dispatcher:

Uniform tunic	1 only every seventh year
Trousers	2 pair every year
Shirt, dress	3 each every year
Necktie	1 only every year
Uniform cap	1 only every second year
Work oxfords	1 pair every year

(h) The probationary Fire Dispatcher will not be issued any clothing. Upon the successful completion of their probationary period they will be entitled to:

Uniform tunic	1 only
Trousers	2 pair
Shirt, dress	3 each
Necktie	1 only
Uniform cap	1 only
Work oxfords	1 pair"

(b) amend Section 9.9 of Article 9 to read as follows:

"9.9 The clothing issue under Article 9 is subject to the provisions contained in Schedule "E"."

9. Article 10 – Firefighting Equipment

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Article 10.1 to read as follows:

“10.1 The City shall provide each employee covered by this Agreement save and except Fire Dispatchers with one (1) set of firefighting equipment as recommended by the Fire Chief and approved by the City Manager. In addition each employee who requires bedding shall be issued two (2) blankets.”

10. Article 11 – Pension and Retirement

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Article 11.4 to read as follows:

“11.4 Each employee shall take all due annual vacation and public holiday time and all accumulated vacation time prior to the effective date of such employee's retirement, provided however, that if they are off work on WorkSafeBC benefits, they shall receive their vacation and public holiday time in pay.

- (a) 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.
- (b) In conjunction with the establishment of Group 5, all contributions by both the City and the employees to the Special Agreement (SA) Pension shall cease for eligible employees. Employee balances in the SA shall be handled in accordance with the rules established by the Municipal Pension Plan.
- (c) 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. The payment will be made once per year following the end of the calendar year and will generally be made in February.
- (d) 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. Article 16 – Residency Requirements

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Article 16(b) by replacing “(65%)” with “thirty-five percent (35%)” in the third line.

12. Schedule “A”

- (a) Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Schedule “A” by replacing the words “10th year (on completion of the 10th calendar year of service)” with the words “10th year (on completion of the 10th year of service)” wherever those words appear in Schedule “A”.

This amendment does not have any retroactive effect and will only apply to employees who are not receiving the 10th year rate of pay as of the date of ratification of the Memorandum of Agreement.

- (b) Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Schedule “A” by deleting the 1st 6 months and the 2nd 6 months rates of pay under the Class Title of Firefighter.

- (c) Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend the double asterisk note applicable to the 15th Year Rate in Schedule “A” to read as follows:

“** 15th Year Rate – this rate is provided to those Suppression Firefighters who have completed fifteen (15) years of service and have successfully completed and maintained the requirements for one (1) of the following specialty disciplines at a departmental technical level:

- (i) Auto Extrication;
- (ii) Critical Incident Stress Management;
- (iii) Emergency Vehicle Operator;
- (iv) First Responder;
- (v) Forestry;
- (vi) Hazardous Materials;
- (vii) Self Contained Breathing Apparatus;
- (viii) Technical Rescue (High Angle – Confined Space);
- (ix) USAR (Structural Collapse and Trench); or
- (x) Water Rescue”

Employees with fifteen (15) years of service who have not qualified for the fifteenth (15th) Year Rate as of the date of ratification of the Memorandum of Agreement will have six (6) months following the date of ratification to complete one (1) of the certifications listed above during which time their fifteenth (15th) year rate of pay will be maintained.

- (d) Effective the date of ratification of the Memorandum of Agreement, add the title of Acting Assistant Chief at a rank index of one hundred forty-three percent (143%) of the tenth (10th) year Firefighter rate of pay under Class Title in Schedule “A”. The title of Acting Assistant Chief will also be added to the note designated with a single asterisk.

13. Letter of Understanding – Acting Assistant Chief

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend the Letter of Understanding titled “Acting Assistant Chief” to read as set out in Appendix II.

14. Letter of Understanding – Emergency Deployment Outside the Lower Mainland

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to implement the Letter of Understanding titled “Emergency Deployment outside the Lower Mainland” to read as set out in Appendix III.

15. Member Family Assistance Program

- (a) While not to be included in the Collective Agreement, effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to constitute a joint City – Union Committee (hereafter the “MFAP Committee”) comprised of up to three (3) representatives appointed by the City and up to three (3) representatives appointed by the Union.
- (b) The purpose of the MFAP Committee shall be to engage in discussions related to implementing a disability prevention services (depression care and trauma care) agreement with a third party provider for Union employees. The City commits to pay up to twenty-five thousand dollars (\$25,000) per calendar year to have this service provided.
- (c) Where an agreement of the MFAP Committee is reached, it shall be implemented as soon as possible.
- (d) These Terms of Reference and the MFAP Committee will cease to exist six (6) months from the date of ratification of this Memorandum of Agreement.

16. Terms of Reference – Instructor’s Premium

While not to be included in the Collective Agreement, the City and the Union agree to the following Terms of Reference effective the date of ratification of the Memorandum of Agreement:

- (a) The City and the Union agree to constitute a joint Committee (Committee) comprised of up to three (3) representatives appointed by the City and up to three (3) representatives appointed by the Union.

- (b) The purpose of the Committee shall be to engage in discussions regarding the Instructor's Premium referenced in Article 5.15.
- (c) Where a recommendation of the Committee is approved by the parties, such recommendation may be implemented prior to the next round of collective bargaining.
- (d) These terms of reference expire six (6) months following the date of ratification of the Memorandum of Agreement.

17. Housekeeping

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

- (a) remove expired effective dates and transitional language;
- (b) amend Article 8.1(a)(5) to read as follows:

"During the eleventh (11th) and up to and including the twenty-third (23rd) calendar years of service – sixteen (16) duty shifts"

and delete Article 8.1(a)(6);
- (c) delete Article 8.1(b)(6);
- (d) amend the Letter of Understanding titled "Acting Assistant Chief" by deleting Item 1 and renumbering the remaining provisions;
- (e) update the seniority lists in Schedule "B"; and
- (f) any other housekeeping changes mutually agreed to during the drafting of the Collective Agreement.

18. 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.

19. 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.

Signed this 11th day of May, 2018 in the City of Coquitlam.

SIGNED ON BEHALF OF THE CITY OF COQUITLAM:

SIGNED ON BEHALF OF THE COQUITLAM
FIREFIGHTERS’ UNION, IAFF LOCAL 1782:

“Jim Ogloff”

“Troy Latrace”

“Nikki Caulfield”

“Steve Piccolo”

“Rod Gill”

“Jason Miller”

“Shawn Davidson”

“Gary Sehn”

“Bill Duvall”

“Steve Farina”

“Rob D’Angelo”

“Mat Wilkie”

Appendix I

LETTER OF UNDERSTANDING

between the

CITY OF COQUITLAM
(hereinafter called the "City")

and the

COQUITLAM FIREFIGHTERS' UNION, IAFF LOCAL 1782
(hereinafter called the "Union")

(collectively, the "Parties")

JUNIOR FIREFIGHTER STAFFING

1. Effective [Date of Ratification of the Memorandum of Agreement] the City will create a Junior Firefighter Staffing Arrangement (the "Junior Firefighters").
2. The first employees assigned to the Junior Firefighters will be the first twelve (12) Suppression Firefighters who begin working after 2018 August 01 and who have successfully completed probation.
3. Once the Junior Firefighters reaches the maximum as referenced in Paragraph 4, when a new Suppression Firefighter successfully completes probation, s/he will be assigned to the Junior Firefighters, and the most senior employee of the Junior Firefighters will be permanently removed from the Junior Firefighters.
4. The total number of active employees in the Junior Firefighters will be no more than 8% of the average Suppression Firefighter staffing level.
5. The City will review the total number of employees in the Junior Firefighters annually, with potential increases or decreases to the Junior Firefighters. The size of the Junior Firefighters will not be adjusted until the percentage of change equals a full position.
6. Following completion of probation, Junior Firefighters employees will be offered annually up to an equivalent of four (4) extra full or partial shifts or overtime shifts (or some combination thereof) at straight time rates at the Employer's discretion. The time worked will be attributed as time off in lieu of pay bank as referenced in Articles 5.2(a) and (c). The Junior Firefighter employees will request access to these hours as lieu time off only and not in pay, as per the recovery time off practices in effect as of the **[date of ratification]**. Extenuating circumstances resulting from an inability to access lieu time off will be reviewed and may result in the unused hours scheduled at the discretion of the Employer or carried over to the following calendar year.

7. Junior Firefighters will be the first to be offered extra shifts or overtime shifts (or some combination thereof). Thereafter, other Firefighters will be offered extra shifts or overtime shifts (or some combination thereof).
8. As soon as possible following December 31 of each year, an annual reconciliation of hours will occur as follows:
 - a. If a Junior Firefighters employee has worked four (4) shifts offered to him/her by December 31 of a given year, there is no reconciliation of hours for that employee;
 - b. If a Junior Firefighters employee has worked all of the shifts offered to him/her as a Junior Firefighters employee (where the employee was offered less than four (4) shifts) by December 31 of a given year, there is no reconciliation of hours for that employee;
 - c. If a Junior Firefighters employee has not worked four (4) of the shifts that were offered by December 31 of a given year, that employee shall have his/her existing accumulated time off in lieu of pay bank deducted by four (4) less the number of shifts offered and worked, at the rate of one and one half times the rate for the number of shifts declined from any bank source. If the employee does not have any banked time available, the deduction will be made from the following year's vacation entitlement.
9. Once a Junior Firefighters employee has worked four (4) shifts in a calendar year, that employee will no longer be considered a Junior Firefighters employee for the remainder of that calendar year.
10. The City will provide fourteen (14) calendar days' notice for reassignment to all employees assigned to a platoon from one (1) platoon to another on a temporary or permanent basis. Employees may agree to a platoon movement with less than fourteen (14) calendar days' notice.
11. Nothing in this Letter of Understanding limits the ability of the City to require a Junior Firefighters employee to work extra shifts, call-out or overtime in accordance with the Collective Agreement.
12. This Letter of Understanding shall not interfere with the current practice of utilizing officers to fill absences when backfilling is caused by officers.
13. The language in Articles 5.12 and 5.13 of the Collective Agreement is suspended for as long as this Letter of Understanding is in effect and the following will apply in its place:
 - "5.12 In emergency circumstances, the City may dispatch vehicles below company strength provided that staffing levels are not reduced by more than one (1) employee per company.

5.13 The minimum company strength as provided in Article 5.11 and 5.12 shall be:

Engine or Quint: four (4) uniformed persons including a Captain or Acting Captain; and
Ladder or Rescue: four (4) uniformed persons including an Officer or Acting Officer.

Nothing in this provision prevents the City from either temporarily or permanently reducing the number of companies.”

14. It is understood that the City and the Union may amend the provisions set forth above by mutual agreement. Following 2022 December 31, this Letter of Understanding may be cancelled by either party upon giving twelve (12) months written notice of cancellation to the other party.

Signed this 11th day of May, 2018 in the City of Coquitlam.

BARGAINING REPRESENTATIVES ON BEHALF OF
THE CITY:

“Jim Ogloff”

“Nikki Caulfield”

BARGAINING REPRESENTATIVES ON BEHALF OF
THE UNION:

“Troy Latrace”

“Steve Piccolo”

Appendix II

“LETTER OF UNDERSTANDING

between the

CITY OF COQUITLAM
(hereinafter called “the City”)

and the

COQUITLAM FIREFIGHTERS’ UNION, IAFF LOCAL 1782
(hereinafter called “the Union”)

RE: ACTING ASSISTANT CHIEF

Scope: the intent of this Letter is to outline the practice that will be used in situations where the City, at its discretion, calls upon an officer in the bargaining unit to perform acting duties of an excluded Assistant Chief position.

1. The Parties agree that for the term of this Letter, Article 5.1(d) will not apply.
2. The Parties hereby agree to the following:
 - a. Only those officers who have qualified to enter into the Administrative Officer Development Pool (the “Pool”) will be eligible to carry out acting duties.
 - b. The number of Pool members will fluctuate based on filled vacancies and retirements; however the Fire Chief will endeavour to maintain the Pool strength at no less than eight (8) operations officer positions.
 - c. Candidates applying to be in the Pool must be willing to give a minimum three year commitment to the program and meet the continuing competency requirements to remain a Pool member.
 - d. The continuing competency program will consist of the following:
 - i. Conduct an annual review with the Fire Chief, early in each calendar year, of the candidate’s learning goals;
 - ii. Identify areas of strength;
 - iii. Determine what areas of practice require improvement or new learning;
 - iv. Identify learning activities to attain the desired goals. Learning activities may include completing a course(s) towards an accredited certificate program as defined

- in the succession plan policy, completing a preceptorship program, and/ or engaging in other learning activities. The learning activities will be determined by the Fire Chief or designate based on operational functions and needs;
- v. Engage in learning activities; and
 - vi. Once the initial three year commitment has been fulfilled, make an annual declaration of the ongoing participation in the program.
- e. A candidate may be removed from the Pool by the Fire Chief at any time:
- i. if so requested by the candidate, provided the minimum timeframe commitment specified in 2(c) above has passed; and/or
 - ii. if, in the opinion of the Fire Chief, the Employee fails to discharge either their regular duties or their acting assignment responsibilities satisfactorily, or otherwise fails to uphold the established standards of the Fire Department.
- f. The Fire Chief or designate will be responsible for selecting the acting candidate and will endeavour to balance the acting opportunities equitably amongst Pool members and in so doing, may balance members by seniority amongst the eight (8) senior candidates across the four (4) platoons. The Employer will offer a minimum of twelve (12) acting opportunities per year per acting chief in operations, with a minimum of two (2) shifts per quarter (1/4) year.
- g. Nothing contained in this Letter shall preclude the Fire Chief from making appointments of excluded personnel to act as Assistant Fire Chief.
- h. Nothing contained in this Letter shall preclude the City from establishing additional Assistant Fire Chief positions such that the practice of making appointments to Acting Assistant Chief assignments may be diminished or be discontinued.
- i. Article 5.2 Service Outside of Working Hours will apply to an Employee appointed to an Acting Assistant Fire Chief assignment and the base hourly rate of pay will be the Acting Assistant Chief hourly rate as provided in Schedule A.
- j. In order to be eligible to be considered for selection for the Pool, an applicant must:
- i. be a Confirmed Coquitlam Fire/Rescue Company Officer and not in a probationary period;
 - ii. have fifteen (15) years experience in an operations position with Coquitlam Fire/Rescue;
 - iii. compliance with Assistant Chief's residency requirement and first call status recognizing that while assigned to acting duties, the officer will reside at a designated firehall;

- iv. commit to a minimum of three years as a member of the Pool;
 - v. commit to the continuing competency program; and
 - vi. successfully pass the selection process which includes an interview(s) and psychological evaluation.
3. The Letter of Understanding outlining the guidelines for establishing an Acting Assistant Chief pool, signed August 6, 1987, is replaced with this letter.
4. It is understood that the City and the Union may amend the provisions set forth above by mutual agreement. Following 2022 December 31, this Letter of Understanding may be cancelled by either party upon giving twelve (12) months written notice of cancellation to the other party.”

Signed this 11th day of May, 2018.

SIGNED ON BEHALF OF THE CITY OF
COQUITLAM:

“Jim Ogloff”

“Nikki Caulfield”

SIGNED ON BEHALF OF THE COQUITLAM
FIREFIGHTERS’ UNION, IAFF LOCAL 1782:

“Troy Latrace”

“Steve Piccolo”

Appendix III

LETTER OF UNDERSTANDING

between the

CITY OF COQUITLAM
(hereinafter called the “City”)

and the

COQUITLAM FIREFIGHTERS’ UNION, IAFF LOCAL 1782
(hereinafter called the “Union”)

(collectively, the “Parties”)

EMERGENCY DEPLOYMENTS OUTSIDE THE LOWER MAINLAND

This Letter of Understanding (the “LOU”) sets out conditions for voluntary deployment of Coquitlam Fire/Rescue personnel (“Personnel”) to emergency events outside of the Lower Mainland. For the purposes of this LOU, the Lower Mainland is defined as the area of Lions Bay to the U.S. border and east to and including Chilliwack.

This LOU addresses eight (8) issues: seniority, definition of call out, rescheduling of vacation, overtime pay, rest periods, acting in senior capacity, standby time and the Structure Protection Unit as they apply to emergency deployments.

1. SENIORITY

In cases where the Employer chooses to deploy Personnel, those Personnel who volunteer for assignment will be chosen based on availability, the needs of the department, and in consideration of what the Fire Chief or designate deems an appropriate cross-section of seniority for the assignment.

2. CALL OUT

For the purpose of this LOU only, a “Call-Out” as set out in Section 5.2(b) of the Collective Agreement is a requirement, not a request, by the Employer for an employee to attend work. All deployments outside the Lower Mainland will be considered voluntary and will not trigger the provisions in Section 5.2(b) of the Collective Agreement.

3. VACATION

Personnel automatically qualify for rescheduling of their vacation if it falls during the duration of the deployment. Rescheduled holidays will be moved to the first tour closest to the cancelled tour of holidays, or to an open block agreeable to both the employee and Employer.

4. OVERTIME

Overtime payable under this section must be approved by the Coquitlam Team Supervisor.

Personnel will be paid their regular rate for shifts that follow their platoon assignment and, based on the normal forty-eight (48) hour schedule over an eight (8) day cycle, a shift during deployment will be considered twelve (12) hours. Any hours worked over forty-eight (48) in an eight (8) day block while on deployment will be compensated at one and one-half times (1.5x) the regular hourly rate except:

- (a) those hours worked which extend a scheduled shift past twelve (12) hours; any regularly scheduled shift which exceeds twelve (12) hours will be paid at one and one-half times (1.5x) the regular hourly rate for the first two (2) hours, and two times (2x) the regular hourly rate for all overtime hours worked beyond two (2) hours; and
- (b) any non-regularly scheduled shift which exceeds twelve (12) hours will be paid at two times (2x) the regular hourly rate for all overtime hours worked beyond twelve (12) hours.

The extra hours thus compensated do not count as part of the forty-eight (48) hours referenced in the paragraph above.

5. REST PERIODS

Personnel will receive a minimum of eight (8) hours rest between shifts while on deployment. Personnel returning from deployment will receive the following mandatory day(s) off work for rest inclusive of non-scheduled work shifts:

- (i) Three (3) days off immediately following any fourteen (14) day deployment;
- (ii) Two (2) days off immediately following a ten (10) to thirteen (13) day deployment;
- (iii) One (1) day off following a four (4) to nine (9) day deployment.

These rest day(s) will not result in any loss of pay or benefits with respect to the Personnel's regular scheduled working shifts.

6. ACTING IN SENIOR CAPACITY

For the purpose of this LOU only, in the event where an acting officer on deployment would have received an increase in pay for acting in a senior capacity on their regular working shift, the deployed member shall be compensated at the rate for the acting assignment. A deployed member that would have been on scheduled holidays for the shift where acting in a senior capacity occurred will not receive acting pay compensation. The process to determine acting pay compensation shall be done on the basis of an acting assignment had no deployment occurred.

7. STANDBY

For the purpose of this LOU only, Personnel accepting deployment may be designated as being on "Standby" status during their off duty hours, based on the operational needs as determined by the Coquitlam Team Supervisor. Standby is defined as Personnel being restricted to a designated location or base where they must maintain themselves in a continuous state of readiness for a work assignment

within one (1) hour. This readiness includes a clear communication link with the ranking officer and ensuring they are physically and mentally fit for duty. Personnel required to be on standby shall receive one point seven five percent (1.75%) of the monthly fourth year firefighter rate per day while on standby if on a day shift or night shift. Personnel on non-shift days shall receive four percent (4%) of the monthly fourth year firefighter rate per day. If it is necessary to confine Personnel to a designated location or base in order to protect their personal safety during their off-duty time, Standby compensation does not apply.

8. STRUCTURE PROTECTION UNIT

Any deployment based on a request by the Office of the Fire Commissioner, Wildfire Management Branch or Emergency Management BC for Structure Protection Unit (SPU) resources will compensate Personnel as outlined in this LOU, save and except all hours for Overtime and Standby will not be treated as pensionable earnings and will be paid in the calendar year of deployment. Overtime and Standby hours will be treated as earnings for the purpose of retroactive pay.

9. AMENDMENT AND CANCELLATION

It is understood the City and the Union may amend the provisions set forth above by mutual agreement in writing. Furthermore, while this LOU does not form part of the Collective Agreement, the City agrees that any difference concerning the interpretation, application, operation or any alleged violation of this LOU, including any question as to whether any matter is arbitrable, the Union may file a grievance in accordance with Article 14 of the Collective Agreement. This LOU may be cancelled in writing at any time upon mutual agreement of both parties.

Signed this 11th day of May, 2018.

SIGNED ON BEHALF OF THE CITY OF
COQUITLAM:

“Jim Ogloff”

“Nikki Caulfield”

SIGNED ON BEHALF OF THE COQUITLAM
FIREFIGHTERS’ UNION, IAFF LOCAL 1782:

“Troy Latrace”

“Steve Piccolo”

“Jason Miller”
