

2020

MEMORANDUM OF AGREEMENT

between the

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

and the

CITY OF PORT COQUITLAM FIREFIGHTERS' UNION, LOCAL 1941 OF THE IAFF
(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CITY OF PORT COQUITLAM FIREFIGHTERS' UNION, LOCAL 1941 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (hereinafter the "Union") AGREE TO RECOMMEND TO THEIR UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2020 JANUARY 01 AND EXPIRING 2021 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2012-2019 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 2020 January 01 to 2021 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. General Increase – Schedule "A" (Salary Rates)

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

- (a) Effective 2020 January 01, the monthly 4th Year Firefighter rate in effect on 2019 December 31 (that is, \$8,242) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$8,448). All other existing rank indices shall be maintained.

- (b) Effective 2021 January 01, the monthly 4th Year Firefighter rate in effect on 2020 December 31 (that is, \$8,448) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$8,659). All other existing rank indices shall be maintained.
- (c) Retroactive payments resulting from the wage adjustments from item (a) above shall be processed as soon as possible following the date of ratification of this Memorandum of Agreement, but in any event no later than ninety (90) days following the date of ratification of this Memorandum of Agreement, and shall include all employees who at the time of processing such payments have retired or are no longer working for the City of Port Coquitlam Fire and Emergency Services.

4. Article 9, Section 8 – Resident Restrictions

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Section 8 of Article 9 to read as follows:

“General Residency Requirements:

All Fire fighters must reside within the **primary living boundaries** which are defined as being no more than 30 kilometers from the boundaries of the City of Port Coquitlam.

After submission of a written request and only with subsequent approval by the Fire Chief, up to a maximum of fifteen (15%) percent of the total number of permanent employees of the department may reside in the extended boundaries.

The **extended boundaries** are defined as the following municipalities north of the US border and outside the primary boundaries. For municipalities that have areas both within the primary and extended boundaries, only those areas outside the 30 kilometer range would be classified as in the extended boundaries.

- Abbotsford
- Delta
- Langley
- Mission
- Richmond
- Vancouver
- West Vancouver
- White Rock”

Note #1: Employees who reside in Bowen Island, Chilliwack, Lions Bay, or Squamish as of the date of ratification of this Memorandum of Agreement may continue to live in these areas. After such employees move from these areas, they shall be fully subject to this revised article.

Note #2: Where employees continue to reside in the Bowen Island, Chilliwack, Lions Bay, or Squamish, as per Note #1, these will count towards the fifteen percent (15%) limit of employees who may reside in the extended boundaries.

5. Article 10, Section 13(b) – Workers’ Compensation

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the first paragraph of Section 13(b) of Article 10 to read as follows:

“An employee absent from duty due to injuries received in the performance of the employee's duties and not caused by the employee's willful misconduct as determined by the WorkSafeBC, or, an employee absent from duty due to illness or disease resulting from the nature of their employment, shall receive normal net take-home pay (as opposed to gross regular pay) from the City until the termination of temporary total or temporary partial disability payments from the WorkSafeBC but monies received by the employee from the WorkSafeBC for said period of absence during which the employee receives full salary shall be remitted to the City by the employee if paid to the employee, or, on notice to the WorkSafeBC by the City, be paid by the WorkSafeBC directly to the City.”

6. Article 10, Section 14 – Gratuity Plan

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Section 14 of Article 10 to read as follows:

“(a) Each employee covered by this Agreement shall receive one (1) gratuity day at the employee’s regular rate of pay for each of the following periods in which the employee does not take any leave under the sick leave plans of Article 10, Sections 5-10:

- January 1 to March 31
- April 1 to June 30
- July 1 to September 30
- October 31 to December 31

For Suppression employees, “gratuity day” shall be one (1) Duty Shift, which is equivalent to twelve (12) hours when paid out. For all other employees, “gratuity day” is one (1) working day or the equivalent in hours when paid out.

- (b) The maximum lifetime gratuity days granted to each employee is one hundred and twenty (120) days.
- (c) For each employee on December 31st of the year following the year in which the gratuity days were earned, gratuity days will be paid out, less one (1), which will be put into an accumulation bank.
- (d) When an employee requests to take a gratuity day as time off, the Duty Chief must approve or deny the request no later than forty-eight (48) hours before the requested time off. Under extenuating circumstances, the Fire Chief may approve a written request from the employee to have a gratuity day taken as time

off prior to the forty-eight hours. At no time, will the Employer or the employee be able to cancel or change the gratuity day time off request, once it has been approved. All requests to use a gratuity day as time off must be made in writing by the employee and are subject to approval by the Employer. Gratuity days shall be used in whole days or Duty Shifts.

- (e) Employees shall receive all accrued gratuity days in cash on leaving the employ of the Employer, provided that the employee has completed at least three (3) years of continuous service.
- (f) Gratuity days that are paid out will be paid at the employee's regular classified rate at the time of the payment.
- (g) At the employee's request, on retirement or termination of employment, payment for outstanding gratuity days shall be rolled over into a retirement savings plan, established by the employee.
- (h) The Employer shall provide a record of Sick Leave credit and gratuity days annually."

The Letter of Understanding regarding the Gratuity Plan which was dated July 28, 2017 will be deleted as a consequential amendment.

7. Article 11, Section 5(a) – Banking of Time – Statutory Holidays

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Section 5(a) of Article 11 to read as follows:

"Those employees who have completed twelve (12) months continuous service and who are engaged in a type of work required to be performed continuously and on every day, including Statutory Holidays throughout the year, shall receive in each year, in lieu of the Statutory Holidays listed below, an equivalent number of working shifts in addition to annual vacation entitlements. It is further provided that the time off in lieu of Statutory Holiday need not be taken immediately after (and without any time intervening) nor immediately before the annual vacation period. An employee who actually works on a Statutory Holiday shall receive, instead of payment at their regular rate, payment at the rate of one and one-half (1½) times their regular rate."

8. Letter of Understanding

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree amend and renew Letter of Understanding No. 2 as set out in Appendix "A".

9. Housekeeping

- (a) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to changes mutually agreed to during the drafting of the new Collective Agreement. Subject to such agreement, these include the following:
 - (i) Remove all references to “Assistant Fire Chief” from the Collective Agreement;
 - (ii) Amend Section 5 of Article 5 by replacing the word “probationary” with the words “trial period” wherever it appears in the Section.
 - (iii) Amend the second to last sentence of Section 6 of Article 10 to read as follows:

“Medical certificates may be requested in accordance with Section 12 of Article 10 below.”
 - (iv) Delete Section 13(a) of Article 10 and remove the words “Notwithstanding Section (a) above,” from Section 13(b). The letter (b) will be removed as a consequential amendment;
 - (v) Amend Section 20(d)(1) of Article 10 to read as follows:

“For the first six (6) weeks, which includes the Employment Insurance waiting period; and”;
 - (vi) Renumber Section 6 of Article 6 to Section 10(d) of Article 9;
 - (vii) Delete Sections 1(l) of Article 11; and
 - (viii) Letters of Understanding outside of the Collective Agreement
 - (a) amend Letter of Understanding No. 1 titled, “Relief/Floating Position” by removing the strikethrough and updating dates as appropriate.
 - (b) terminate the Letter of Understanding titled “Field Trainers” dated July 28, 2017 following the amendment to Letter of Understanding No. 2 in the Collective Agreement as set out in Item# 8 above.
 - (c) incorporate the applicable terms of the Letter of Understanding titled “Company Officers Mentoring Program” dated July 28, 2017 into the Collective Agreement.
 - (d) incorporate the applicable terms of the Letter of Understanding titled “Critical Incident Stress Management Team” dated July 28, 2017 into the Collective Agreement.

(e) incorporate the applicable terms of the Letter of Understanding titled “After Hours Standby Pay for the Acting Deputy Chief Position and the ERIP dated June 22, 2020 into the Collective Agreement.

(ix) Delete expired effective dates.

10. 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.

11. 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.

DATED this 12 day of November, 2020 in the City of Port Coquitlam.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:

“Kristen Dixon”

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

“Brandon Dougan”

“Matt Stonehouse”

Appendix “A”

The following letter of understanding is referred to in item #8 of this Memorandum of Agreement.

LETTER OF UNDERSTANDING NO. 2

FIELD TRAINERS

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COQUITLAM

AND:

THE PORT COQUITLAM FIREFIGHTERS’ ASSOCIATION, LOCAL 1941

It is agreed between the parties that:

1. The department will use Field Trainers as an additional resource to assist the Training Division in the instruction of Special Operations and Hazardous Materials Training as well as any other specialized training programs as mutually agreed upon by the Fire Chief (or designate) and the Union.
2. Selection of Field Trainers will be based on the required knowledge, ability and skill having been attained. Where two (2) or more employees have attained the required knowledge, ability and skill as required by the Fire Chief, then seniority shall be the deciding factor.
3. Employees appointed as a Field Trainer must, subject to the trial period described in Article 5, Section 5(c), commit to the appointment for a minimum period of thirty-six (36) months.
4. Annual performance reviews will be conducted by the Assistant Chief of Training and Development (or designate) for all Field Trainers and continued suitability will be decided on the following factors:
 - (a) Ability to meet acceptable standards and certifications as prescribed by the Assistant Chief of Training and Development;
 - (b) Quality of work;
 - (c) Ability to work harmoniously with others; and
 - (d) Conduct.

5. Field Trainers will:
 - (a) Complete any required Instructor training within twelve (12) months of their appointment; and
 - (b) Provide a minimum of twelve (12) hours of scheduled instruction per quarter or forty-Eight (48) hours per year, as assigned by the Assistant Chief of Training and Development.
6. At the discretion of the Fire Chief, Field Trainers will either receive pay equivalent to four (4) twelve (12) hour shifts or time off equivalent to four (4) shifts each twelve (12) months as compensation for performing work as a Field Trainer. Compensation for Field Trainers will be provided in the year following the year in which the compensation is earned.
7. This Letter of Understanding will expire with the expiration of the Collective Agreement that follows the 2020-2021 Collective Agreement, unless renewed by the parties.

Executed on this 12 day of November , 2020 at the City of Port Coquitlam in the Province of British Columbia.

Signed on behalf of:
THE CORPORATION OF THE CITY OF PORT
COQUITLAM:

“Kristen Dixon”

Signed on behalf of:
THE PORT COQUITLAM FIREFIGHTERS’
ASSOCIATION LOCAL 1941 OF THE I.A.F.F.

“Brandon Dougan”

“Matt Stonehouse”
