

2020

MEMORANDUM OF AGREEMENT

between the

CITY OF PORT MOODY

and the

PORT MOODY FIREFIGHTERS' ASSOCIATION, LOCAL 2399
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE PORT MOODY FIREFIGHTERS' UNION, LOCAL 2399, OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (hereinafter called the "Union"), AGREE TO RECOMMEND TO THE 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 Wage Increases

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

- (a) Effective 2020 January 01, the monthly 4th Year Firefighter rate in effect on 2019 December 31 (that is \$8,240) shall be increased by two and one half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$8,446). 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, \$8,446) shall be increased by two and one half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$8,657). All other existing rank indices shall be maintained.

Any retroactive payments resulting from the wage adjustments in (a) and (b) 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 2020 January 01.

4. Article 2 – Union Security

Effective the date of ratification of the Memorandum of Agreement, the City and Union agree to amend Sections 2.2 and 2.3 of Article 2 by replacing “2019” with “2021” in each paragraph.

5. Article 7.2 Medical Certificates

Effective the date of ratification of this Memorandum of Agreement, the City and the Union agree to amend Article 7.2 to read as follows:

“An employee shall be required by the City to produce a certificate from a qualified Medical Practitioner for any illness and/or a Statutory Declaration, certifying that such employee is unable to carry out their duties due to illness or non-compensable accident, provided however, that the City may waive this requirement for the first four (4) days of such sickness or accident. Where such Medical Certificate and/or Declaration is not produced, there shall be no sick pay allowed.”

6. Article 7.4 Gratuities

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 7.4 by extending the gratuity trial described in Sections (a)(ii) and (b)(ii) for the period covering 2020 January 01 to and including 2021 December 31.

7. Article 7.5 Medical Services, Extended Health and Dental Plans

- (a) Effective as soon as possible following the date of ratification of this Memorandum of Agreement, the City agrees to instruct the Extended Health Care Benefit carrier to amend the Extended Health Care Plan by adding separate Psychological Services coverage in the amount of one thousand dollars (\$1,000) per calendar year per employee. This new Psychological Services coverage will include services provided by Registered Clinical Counsellors.
- (b) Effective as soon as possible following the date of ratification, the City and the Union agree to amend Article 7.5 to read as follows:

“All new employees shall be enrolled in the Provincial Medical Services Plan upon hiring. Further all new employees, as a condition of continuing employment, shall become and remain a participant in the Extended Health Plan and Dental Plan effective the first day of the month following completion of six (6) months of service, and all other employees upon becoming a member in the foresaid plan must remain as participants. The costs of the premiums for the above-mentioned Plans in this Article 7.5 shall, in consideration of the plan outlined in Article 7.1 (i), be borne entirely by the Employer.

The Extended Health Plan has an annual deductible of one hundred and twenty-five dollars (\$125) per person or family, a lifetime maximum of five million dollars (\$5,000,000) per person, and provides reimbursement for eligible expenses which includes coverage for:

- eye exams to a maximum payable of one hundred dollars (\$100) per person every twenty-four (24) months;
- vision care (eye glasses/contact lenses) to a maximum payable of four hundred dollars (\$400) per person in a twenty-four (24) month period;
- corrective eye surgery to a lifetime maximum of five hundred dollars (\$500) per eye per person;
- hearing aids to a maximum payable of five hundred dollars (\$500) per person in a five (5) calendar year period;
- paramedical services to a combined maximum payable of one thousand five hundred dollars (\$1,500) per person per calendar year;
- psychological services including register clinical counsellors to a maximum payable of one thousand dollars (\$1,000) per employee per calendar year period.

The Dental Plan coverage is as follows:

Plan "A" - one hundred percent (100%) Basic Services

Plan "B" - seventy-five percent (75%) Major Restorative Services

Plan "C" - sixty percent (60%) Orthodontics Services to a lifetime maximum of five thousand dollars (\$5,000) (per adult and dependent child as defined by the Plan).

The Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans. Eligibility for coverage under the health and welfare plans, and the benefits and entitlements, are subject to the terms and conditions of the plan.”

8. Article 7.7 Pension

(a) Effective the date of ratification of this Memorandum of Agreement, the City and the Union agree to amend Article 7.7 to read as follows:

“(a) Eligible employees will be covered by and be subject to the rules established by the Municipal Pension Board and the Pension Corporation governing Group 5 participation. Employees who are not eligible to participate as a Group 5 employee under the Municipal Pension Plan will

be treated as a Group 1 or Group 4 employee as appropriate under the rules of the Municipal Pension Plan.

- (b) Contributions to the Municipal Pension Plan for all new employees shall commence effective the date of hire.
- (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.”

- (b) Effective the date of ratification of this Memorandum of Agreement, the City and the Union agree to the Letter of Understanding attached as Appendix 1.

9. Letter of Understanding – Joint Committee

While not to be included in the new Collective Agreement and effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to the Terms of Reference - Re: Joint Committee which is attached as Appendix 2.

10. Housekeeping

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

- (a) update Maternity and Parental Leave based on the Employment Standards Act changes;
- (b) delete expired effective dates; and
- (c) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

11. 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 a specific date, only the amendment shall appear in the new Collective Agreement together with a sentence referencing its effective date.

12. 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 seventy-five (75) calendar days from the date on which this Memorandum of Agreement is signed.

DATED this 29th day of June, 2021.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE CITY:

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

Appendix 1

This is the Letter of Understanding referenced in Item 8 of the Memorandum of Agreement.

Appendix 1

LETTER OF UNDERSTANDING

between the

CITY OF PORT MOODY

(hereinafter called the "City")

and the

PORT MOODY FIREFIGHTERS' ASSOCIATION, LOCAL 2399, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

(hereinafter called the "Union")

Section A - Preamble

This Letter of Understanding is to provide a transition to a new approach to the purchase of service by employees for the first six (6) calendar months of service served by an employee as an employee of the Port Moody Fire Department and which had not previously been considered as pensionable service. This new approach has been included as Article 7.7 of the 2020-21 Collective Agreement as prescribed in the Memorandum of Agreement renewing the 2012-19 Collective Agreement.

The following provisions appeared as Sections (a) and (b) in Article 7.7 of the 2012-19 Collective Agreement between the parties. This Letter of Understanding sets out the process to eliminate outstanding claims for reimbursement by employees pursuant to Section (b) below.

- “(a) Subject to the rules of the Municipal Pension Plan, the City agrees to participate as to one-half (½) the cost determined by the Municipal Pension Plan to extend the pensionable service of an employee covered by this Agreement up to a maximum of one (1) year. It is understood that this extension shall represent the first six (6) calendar months of service served by the employee as an employee of the Port Moody Fire Department and which has not heretofore been considered as pensionable service. This benefit shall be subject to the following conditions:*

- (i) Only an employee with a vested interest in the Municipal Pension Plan and who has reached the minimum age of retirement as defined in the Rules of the Municipal Pension Plan shall be eligible; and*
 - (ii) An employee who wishes to take advantage of this benefit shall give at least six (6) months' notice in writing in advance of the date at which the employee wishes to retire and make such arrangements as may be necessary regarding their own contribution.*
- (b) Employees who are not eligible for the benefit described in 7.7(a) may make arrangements prior to 2007 April 01 to purchase the full amount associated with the buy-back of service and, upon the employee producing the receipt, the Employer agrees to reimburse the employee fifty percent (50%) of the purchase cost as stipulated by the Pension Corporation. This payment will be made in the year the employee reaches minimum retirement age.*

Section B

The parties agree as follows:

- 1) Employees who have extended their pensionable service in accordance with Article 7.7(b) of the 2012-19 or a previous Collective Agreement which contained the same provision and who have not received reimbursement from the City, may submit the receipt for the purchase of such service to the City.
- 2) On receiving the receipt, the City will reimburse the employee fifty percent (50%) of the purchase cost as stipulated by the Pension Corporation. This payment will be made within sixty (60) days of the City receiving the receipt from the employee.
- 3) Employees Casey McClaren, Mark Wallbank, Mitchell Smith and Tyson Fitzpatrick will be allowed until 2024 July 31 to submit a receipt to the City and to be reimbursed in accordance with Section B (2).
- 4) Other than serving as a context for the agreement in this Letter of Understanding, the provisions in Section A above have no effect.
- 5) This Letter of Understanding expires 2024 December 31.

Signed this 29th day of June, 2021 in the City of Port Moody.

BARGAINING REPRESENTATIVES ON BEHALF OF
THE CITY:

BARGAINING REPRESENTATIVES ON BEHALF OF
THE UNION:

Appendix 2

These are the Terms of Reference referred to in Item 9 of the Memorandum of Agreement.

Appendix 2

TERMS OF REFERENCE

between the

CITY OF PORT MOODY

(hereinafter called the "City")

and the

PORT MOODY FIREFIGHTERS' ASSOCIATION, LOCAL 2399, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

(hereinafter called the "Union")

Flex Firefighters

Re: Joint Committee

1. The City and the Union agree to constitute a joint City-Union Committee (hereafter the "Committee") comprised of up to three (3) representatives appointed by the City and up to three (3) representatives appointed by the Union.
2. The purpose of the Committee shall be to engage in discussions related to Schedule "B" of the Collective Agreement; and
3. Where a recommendation of the Committee is approved and ratified by the principals of both parties, such recommendation of the Committee may be implemented prior to the next round of collective bargaining.
4. These terms of reference will expire 2021 December 31.

Signed this 29th day of June, 2021 in the City of Port Moody.

BARGAINING REPRESENTATIVES ON BEHALF OF
THE CITY:

BARGAINING REPRESENTATIVES ON BEHALF OF
THE UNION:
