

2020

MEMORANDUM OF AGREEMENT

between the

CITY OF PITT MEADOWS

and the

PITT MEADOWS FIREFIGHTERS' ASSOCIATION, LOCAL 4810
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE PITT MEADOWS FIREFIGHTERS' ASSOCIATION, LOCAL 4810 OF THE IAFF (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 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 Fire Safety Technician 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 Fire Safety Technician 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.
- (c) Retroactive payments arising from (a) and (b) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

4. Article 8 (c) – Seniority

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new sub-section (c) to read as follows:

“(c) The Employer will maintain and update the Seniority List, and provide a copy of the Seniority List annually to the Union.”

5. Article 10 – Postings

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

“Any new or vacant full-time position that the Employer intends to fill, shall be posted for a minimum of seven (7) calendar days. The posting shall include relevant details, as determined by the Employer, regarding the position including required qualifications, duties and anticipated hours of work.”

6. Article 11.03 – Overtime

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 11.03 to read as follows:

“An employee who is required to work overtime of fifteen (15) minutes or more in excess of and immediately preceding or following the completion of the employee’s regular duty shift shall be paid at one and one-half (1½) times the regular hourly rate of the employee for the first two hours, and two (2) times the regular hourly rate of the employee for all overtime hours worked beyond two hours, with a minimum payment of one-half (1/2) hour, such calculation to include the fifteen (15) minute trigger period, and compensated in fifteen (15) minute increments.”

7. Article 12.02 – Extended Health Benefits Plan

Effective as soon as possible following the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new benefit of \$500 annually for psychological services.

The Employer and the Union agree to revise Article 12.02 to read as follows:

“12.02 Extended Health Benefits Plan

Each full-time employee who is eligible for enrolment in the Extended Health Benefits Plan shall be enrolled under the plan commencing on the first day of the calendar month following the date of employment. The Extended Health Benefits Plan coverage is subject to the provisions of the Plan.

The Extended Health Care Plan has a lifetime maximum of one million dollars (\$1,000,000.00) per person, an annual deductible of one hundred dollars (\$100.00), and includes, among other benefits, coverage for vision care with a maximum payable of four hundred and fifty dollars (\$450.00) (including coverage for laser eye surgery), per person in a twenty-four (24) month period, eye exams payable at one hundred dollars (\$100) per person in a twenty-four (24) month period, hearing aids at four hundred dollars (\$400) per person in a twenty-four (24) month period, diabetic equipment and supplies, orthopedic shoes, and ostomy. The plan also includes total coverage of up to seven hundred and fifty dollars (\$750) per person per calendar year for Massage and Physiotherapy combined; seven hundred and fifty dollars (\$750) per person per calendar year for chiropractic and naturopathy combined, three hundred and fifty dollars (\$350) per person per calendar year for acupuncture, and five hundred dollars (\$500) per person per calendar year for psychological services.”

8. Article 21 – Uniforms

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new sub-section (a)(iii) to read as follows:

“(a)(iii) The Fire Chief will develop a replacement uniform program in consultation with the Union as an alternative to (a)(i) and (a)(ii) above. The program will provide greater flexibility for the Employees and maintain or reduce uniform replacement costs.”

9. Schedule "A"

- (a) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the 10th year Fire Safety Technician indexed in Schedule "A" from 102% to 103% of the fourth (4th) year Fire Safety Technician rate.
- (b) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Lieutenant classification and rate of pay, indexed in Schedule "A" at 112% of the tenth (10th) year Fire Safety Technician rate.

10. New - Article 25 – Living Boundaries

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new Article to read as follows:

“All Employees must live within the living boundaries set out in an Operating Guideline.”

11. Letters of Understanding (LOU)

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to the following, as set out in Appendix 1:

- (a) Revise and renew “Hours of Duty” LOU.
- (b) Renew “Extra Shifts” LOU.
- (c) Revise and renew “Voluntary Extra Duty” LOU.
- (d) Add new “Officer Structure” LOU.

12. Housekeeping

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

- (a) Change title of Fire Safety Technician to Firefighter (see Appendix 2 – IAFF Letter of Intent).
- (b) Add Family Day to Article 14.
- (c) Update Maternity and Parental Leave based on Employment Standards Act changes.
- (d) Delete expired effective dates; and
- (e) Any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

13. 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.

14. 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 this Memorandum of Agreement is signed.

DATED this 31 day of May, 2021.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

Mike Larsson – Fire Chief

Brent Hannah – President

Stephanie St. Jean – Director of Human
Resources

Mark Davies – Vice President

APPENDIX 1

LETTER OF UNDERSTANDING

between the

CITY OF PITT MEADOWS
(hereinafter called “the Employer”)

and the

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
PITT MEADOWS FIREFIGHTERS’ UNION, LOCAL 4810
(hereinafter called “the Union”)

(Collectively called “the Parties”)

HOURS OF DUTY

It is agreed between the Employer and the Union that this Letter of Understanding shall apply to employees assigned to work a 4-day on 4-day off schedule and be appended to form part of the Collective Agreement between the parties, and that with respect to the issues of Hours of Work, Vacation, Statutory Holidays, and Rates of Pay, the terms and conditions contained herein shall take precedence over any related provision in the body of the Collective Agreement. This Letter of Understanding shall be in full force during the term of the Collective Agreement, and during the period of collective bargaining between the parties for a renewal of the Collective Agreement.

A. HOURS OF WORK

The Parties agree that the following shall apply in place of Article 11.01 – Hours of Work in the Collective Agreement:

1. The employees working a 4-day on 4-day off schedule shall work an average of forty-two (42) hours per week.
2. The average of forty-two (42) hours is achieved over a fifty-six (56) day cycle.
3. The Fire Chief shall establish the shift schedules which may be amended from time to time.

B. ANNUAL VACATION

The Parties agree that the following shall apply for the calendar year of 2019 and all subsequent calendar years in place of Article 13 – Annual Vacation and 13.01 – General in the Collective Agreement:

employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act;

- (a) employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act;
- (b) in the first part calendar year of service, vacation will be granted on the basis of 1/12th (one-twelfth) of nine (9) duty shifts for each month or portion of a month greater than ½ (one-half) worked by 31 December;
- (c) during the second (2nd) calendar year of service – nine (9) duty shifts;
- (d) during the third (3rd) up to and including the tenth (10th) calendar year of service – thirteen (13) duty shifts;
- (e) during the eleventh (11th) up to and including the twenty-third (23rd) calendar year of service except during the twenty-first (21st) calendar year of service – seventeen (17) duty shifts;
- (f) during the twenty-first (21st) calendar year of service – twenty-one (21) duty shifts; and
- (g) during the twenty-fourth (24th) and all subsequent years of service – twenty-one (21)

(h) General

- (a) Employees who leave employment after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month or portion of a month greater than one-half (½) worked to the date of termination.
- (b) The Employer may provide pay in lieu of vacation for employees in their first part calendar year of employment.
- (c) In all cases of termination of employment for any reason other than retirement on the Municipal Pension Plan, adjustment will be made for any overpayment of vacation.
- (d) Employees who retire on the Municipal Pension Plan shall be entitled to vacation as follows:
 - (1) If retiring prior to April 1st, they shall receive ½ of their usual annual vacation;
 - (2) If retiring on or after April 1st, they shall be entitled to their usual annual vacation.
- (e) Employees who are absent on unpaid leave of absence shall have their annual vacation pay prorated on the basis of the total time absent.

(f) For the purposes of this Agreement "calendar year" means the twelve-month period from January 01 to December 31 inclusive.

(g) All annual vacation requests will be scheduled subject to operational requirements and approval of the Fire Chief or designate.

Vacation shall be scheduled in blocks of four (4) shifts at a time. Allocations of less than a four (4) shift block of vacation shall not be pre-scheduled during annual vacation picks. These days shall be scheduled at a time mutually agreed upon between the Employer and the employee.

(h) Vacation accrual is to be taken in time off on an annual basis. A maximum of ninety-six (96) hours vacation entitlement in any one year may be carried forward to the following year. Any vacation entitlement carried forward under this provision will not be allowed to be carried beyond one (1) year and may be scheduled for the employee or paid in cash at the Fire Chief's discretion.

(i) Vacation Pay Adjustment

At the end of each calendar year, each employee shall be entitled to a vacation pay adjustment equal to the difference between the dollars of vacation pay they received during the year and a percentage of their earnings during the year. The percentage shall be equal to the number of shifts of vacation divided by one hundred and eighty-two (182). For the purpose of this adjustment earnings shall exclude annual vacation, bonus payments, refunds and allowance payments.

C. STATUTORY HOLIDAYS

The Parties agree that the following shall apply for the calendar year of 2019 and all subsequent calendar years in place of Article 14 – Statutory Holidays in the Collective Agreement:

(a) All employees are entitled to the following Statutory Holidays subject to the provisions of this Article:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day declared by City Council or by the Federal or Provincial Governments to be a Statutory Holiday.

(b) (1) Employees 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 calendar year

time off equivalent to one (1) duty shift for each of the Statutory Holidays listed in paragraph (a) except as provided for under paragraph (b)(2).

- (2) Every employee covered by paragraph (b)(1) shall receive, during the first part calendar year of employment and during the final part calendar year of employment, time off equivalent to one (1) duty shift for each of the Statutory Holidays listed in paragraph (a) which occur during the employee's period of employment in such part calendar year.
- (c) Requests for time off in lieu of Statutory Holidays shall be submitted to the Fire Chief for approval. The Employer may pay employees cash in lieu of all or part of their first year's Statutory Holiday entitlement.
- (d) Any employee covered by paragraph (b) who is required work on any of the Statutory Holidays listed in paragraph (a) shall, in addition to the entitlement set forth in paragraph (b), be paid at the rate of one and one-half (1½) times the regular hourly rate of the employee for all hours worked between the hours of 00:00 hours and 24:00 hours on such Statutory Holiday. The one and one-half (1½) times rate is comprised of the employee's regular straight time hourly rate plus an additional fifty percent (50%) premium.

D. SICK LEAVE

(a) Accumulated Sick Leave

An employee shall earn sick leave credits on the basis of twelve (12) hours per calendar month effective from the completion of their Probationary Period to a maximum accumulation of two thousand one-hundred and eighty-four (2,184) hours. Where Sick Leave credits are earned for less than a full calendar month, the credit shall be prorated.

(b) Family Illness

In case of illness of an immediate member of the family of an employee living in the home where no one is at home other than the employee who can provide for the needs of the ill person, the employee shall be entitled, after notifying the Fire Chief, to use a maximum of two (2) accumulated sick leave days per calendar year for this purpose. However, the Employer may require proof of illness in case of illness of an immediate member of the family of an employee.

E. BUSINESS LETTERS

Effective the date of ratification of the Memorandum of Agreement, the parties agree the following Business Letters dated July 13, 2012 will no longer be in effect:

- Test Scores
- Fitness

F. SCHEDULE "A"

The Parties agree that the following shall apply in place of Schedule "A" in the Collective Agreement:

Key: A = Effective 2020 January 01 – December 31
 B = Effective 2021 January 01 – December 31

<u>Class Title</u>	<u>Index</u>	<u>Effective Date</u>	<u>Monthly</u>	<u>Biweekly</u>	<u>Hourly</u>
Fire Safety Technician					
1st 6 months	70%	A	5912	2719.31	32.37
		B	6060	2787.38	33.18
2nd 6 months	75%	A	6335	2913.87	34.69
		B	6493	2986.55	35.55
2nd year	80%	A	6757	3107.98	37.00
		B	6926	3185.71	37.93
3rd year	90%	A	7601	3496.19	41.62
		B	7791	3583.58	42.66
4th year	100%	A	8446	3884.86	46.25
		B	8657	3981.91	47.40
10th year (on the completion of the employee's 10 th year of service)	103%	A	8699	4001.23	47.63
		B	8917	4101.50	48.83
Lieutenant*	112%	A	9743	4481.43	53.35
		B	9987	4593.66	54.69
Captain*	122%	A	10613	4881.60	58.11
		B	10879	5003.95	59.57

*These positions use the 10th Year Fire Safety Technician rate as a base. The remainder are based on the 4th year Fire Safety Technician rate.

Dated on this 31 day of May 2021, in the City of Pitt Meadows.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

Mike Larsson – Fire Chief

Brent Hannah – President

Stephanie St. Jean – Director of Human
Resources

Mark Davies – Vice President

LETTER OF UNDERSTANDING

between the

CITY OF PITT MEADOWS
(hereinafter called “the Employer”)

and the

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
PITT MEADOWS FIREFIGHTERS’ UNION, LOCAL 4810
(hereinafter called “the Union”)

EXTRA SHIFTS

This Letter of Understanding is effective on the date signed below and can only be terminated by mutual agreement.

The Employer and the Union agree that when the Employer determines that a shift requires backfilling, the following will apply:

- (1) In the case of shift backfill due to a scheduled vacation, a statutory holiday, a long term disability, or an approved WorkSafeBC claim of an employee, the Employer will give the employees in the bargaining unit a choice to cover the shift subject to the following:
 - (a) All backfill shifts shall be paid at the special rate of one times (1X) the employee’s regular hourly rate of the employee and shall receive the rate of pay for all hours worked subject to a minimum payment of four (4) hours.
 - (b) Employees shall not be required to work backfill at the special rate of one times (1X) the employee’s regular hourly rate; all backfill shifts shall be voluntary.
 - (c) An employee cannot work a backfill shift created by their own absence.
 - (d) Backfill shifts cannot result in an employee working 24 consecutive hours; and shall not result in an employee working more than six (6) consecutive days.
 - (e) Once an employee commits to shift backfill coverage, this commitment is considered to be the same as a regularly scheduled work shift with the associated expectation for attendance.
 - (f) Should there be no employees available or willing to backfill scheduled shifts, the Employer may backfill shifts with the Employer’s qualified paid on call (POC) firefighters.

- (2) Nothing in this letter prevents the Employer from requiring an employee to work overtime, an extra shift, or a callout shift as described in the Collective Agreement; in which case, the terms and conditions, and the appropriate rates of pay contained in the Collective Agreement will apply.

Dated on this 31 day of May 2021, in the City of Pitt Meadows.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

Mike Larsson – Fire Chief

Brent Hannah – President

Stephanie St. Jean – Director of Human
Resources

Mark Davies – Vice President

LETTER OF UNDERSTANDING

between the

CITY OF PITT MEADOWS
(hereinafter called "the Employer")

and the

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
PITT MEADOWS FIREFIGHTERS' UNION, LOCAL 4810
(hereinafter called "the Union")

VOLUNTARY EXTRA DUTY

This Letter of Understanding is effective the date of ratification of the Memorandum of Agreement which establishes the 2020-2021 Collective Agreement.

All terms of the 2020-2021 Collective Agreement remain in effect except as varied below.

1. In the Event an employee voluntarily responds to a callout, attends training, delivers training, or public education, the employee will be compensated at the special rate of one (1) times the greater of the employee's hourly rate of pay under the Collective Agreement or the hourly rate of pay for the rank the employee holds in the paid call system for the hours worked. Employees shall be paid for the greater of the same duration of time as the paid-on-call firefighters or one (1) hour.
2. Nothing in this Letter of Understanding prevents the Employer from requiring an employee to work overtime, an extra shift or a callout shift as described in the Collective Agreement in which case the terms and conditions and the appropriate rates of pay contained in the Collective Agreement will apply.
3. All employees will be required to annually attend two (2) training days separate from their regular duty schedule. The employer will post the training dates prior to employees submitting their annual vacation requests and no requests for vacation will be granted during these dates. These two (2) training days are required by all employees annually and shall be compensated at the special rate of one (1) times the employee's hourly rate of pay.
4. This Letter of Understanding will remain in effect until written notice to cancel the Letter is served by either party during a period of collective bargaining.

Dated on this 31 day of May 2021.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

Mike Larsson – Fire Chief

Brent Hannah – President

Stephanie St. Jean – Director of Human
Resources

Mark Davies – Vice President

LETTER OF UNDERSTANDING

between the

CITY OF PITT MEADOWS
(hereinafter called "the Employer")

and the

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
PITT MEADOWS FIREFIGHTERS' UNION, LOCAL 4810
(hereinafter called "the Union")

OFFICER STRUCTURE

This Letter of Understanding is effective on the date signed below and can only be terminated by mutual agreement.

PART A

- (1) Effective within ninety (90) days, following the date of ratification of the Memorandum of Agreement, the Employer will establish a Lieutenant classification within the bargaining unit to be included in Schedule "A" as "Lieutenant*" at a rank index of 112% of the 10th year Fire Safety Technician. Lieutenant positions shall be posted in accordance with Articles 9 and 10 of the collective agreement. The promotional process shall be completed by September 01, 2021. The successful candidates will commence in the Lieutenant positions by September 17, 2021.
- (2) Lieutenant positions will provide Officer leadership until such time as the Department's organization structure has progressed to a four (4) person per shift, twenty-four (24) hours per day, seven (7) days per week staffing model.
- (3) When the Department's organization structure has progressed to a four (4) person per shift, twenty-four (24) hours per day, seven (7) days per week staffing model, the Captain positions will be posted in accordance with Articles 9 and 10 of the collective agreement, and the Fire Chief will direct that Captains provide the Officer leadership and replace the Lieutenant positions.
- (4) Exempt Chief Officers will provide direction and leadership where no qualified bargaining unit Officer is available and on shift.

PART B

- (1) Nothing in this Letter of Understanding in any way restricts the Employer's right to maintain and/or establish Exempt Chief Officer positions.

- (2) Nothing in this Letter of Understanding in any way restricts the Employer's right to establish or eliminate Lieutenant and/or Captain positions.

Dated on this 31 day of May 2021, in the City of Pitt Meadows.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

Mike Larsson – Fire Chief

Brent Hannah – President

Stephanie St. Jean – Director of Human
Resources

Mark Davies – Vice President

APPENDIX 2



**Pitt Meadows International Association of
Fire Fighters - Local 4810**

19240 122A Street, Pitt Meadows, BC, V3Y2EB
Phone (604)456-2401 Fax (604)465-1195

May 31st, 2021

The parties (Local 4810 Pitt Meadows Firefighters Association & City of Pitt Meadows) are in agreement with changing the current name of Fire Safety Technician to Fire Fighter effective upon the ratification of 2020-2021 Collective Agreement.

It is agreed that this is a name change only and that it does not alter the current Fire Safety Technician job description and duties in practice of the members of L4810.

Sincerely,

Brent Hannah
President