

2020

MEMORANDUM OF AGREEMENT

between the

CITY OF COQUITLAM

and the

COQUITLAM FIREFIGHTERS' UNION, LOCAL 1782 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (I.A.F.F.)

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

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2020 JANUARY 01 AND EXPIRING 2022 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

All of the terms of the 2016-2019 Collective Agreement continue except as specifically varied below.

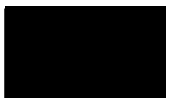
**2. Term of Agreement**

The term of the new Collective Agreement shall be for three (3) years from 2020 January 01 to 2022 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 4<sup>th</sup> 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.

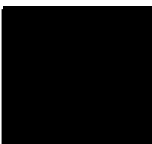


- (b) Effective 2021 January 01, the monthly 4th Year Firefighter rate in effect on 2020 December 31 (that is, \$8,446) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$8,657). All other existing rank indices shall be maintained.
- (c) Effective 2022 January 01, the monthly 4th Year Firefighter rate in effect on 2021 December 31 (that is, \$8,657) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$8,873). This amount may be further adjusted by the difference between two and one-half percent (2.50%) and the amount equal to the average IAFF local wage settlement for this period based on the following municipalities: Abbotsford, Burnaby, Delta and Richmond. All other existing rank indices shall be maintained.
- (d) Retroactive payments arising from (a), (b) and (c) will be made no later than ninety (90) days following the date of ratification of this Memorandum of Agreement and shall include all employees covered under the Collective Agreement. The Union is responsible for contacting those members who have retired or are no longer employed with the Employer and the retroactive payments will be made as soon as possible.

**4. Article 5.15 – Instructor’s Premium**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete the Instructor’s Premium Letter of Understanding, signed 2019 May 7, and amend Article 5.15 language to incorporate the Letter’s provisions, to read as follows:

- “(a) When an employee is required by the Fire Chief to instruct beyond the requirements of the employee’s job description or beyond what is part of the employee’s normal job functions, that employee will earn:
  - (i) time off equivalent to one (1) hour of regular rate of pay for instruction time of one (1) hour up to and including five (5) hours during any single work shift; or
  - (ii) time off equivalent to two (2) hours of regular rate of pay for instruction time greater than five (5) hours during any single work shift.
- (b) Instructors are required to complete a minimum of one (1) hour of instruction of a scheduled, recognized course or subject in order to receive a premium as set out in Subsection (a)(i) above.
- (c) An employee may elect to be paid in cash once per calendar year for accumulated time off earned in Subsection (a) above, and such payment shall be calculated on the basis of their regular rate of pay in effect that year.
- (d) An employee who instructs pursuant to Subsection (a) above may request to receive time off in lieu of pay. The City will evaluate these requests in the same manner as it evaluates requests for other banked time off.



**5. Article 7 – Benefits**

While not to be included in the Collective Agreement, the Employer and the Union agree that as soon as practicable following the date of ratification of this Memorandum of Agreement, that the Employer shall instruct the benefit carrier to amend the Extended Health Benefit Plan as follows:

- (a) Increase the combined paramedicals from a maximum of one thousand five hundred dollars (\$1,500) per calendar year to a maximum of two thousand two hundred dollars (\$2,200) per calendar year;
- (b) Reduce the Plan deductible from one hundred and twenty-five dollars (\$125) per year to one hundred dollars (\$100) per year; and
- (c) Increase psychological services from one thousand dollars (\$1,000) to one thousand two hundred and fifty dollars (\$1,250) combined yearly maximum per person.

**6. Article 7.3 – Bereavement Leave**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7.3 Bereavement Leave by increasing the number of maximum working shifts, from three (3), to four (4) and add “step-parent” to the list of family members, in part (a), in exchange for the deletion of part (b) travel day provisions in its entirety.

**7. Article 8.3 and 8.4 – Public Holidays**

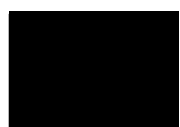
Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 8.3 and 8.4 to include Family Day and Truth and Reconciliation Day as a public holiday. If the Federal and Provincial holiday commemorating Truth and Reconciliation fall on different days, the Employer will recognize the Provincial holiday only.

**8. Article 9 – Clothing and Schedule “E” – Annual Clothing Issue**

Within thirty (30) days of ratification of this Memorandum of Agreement, the Employer and the Union agree to establish a committee to review and further discuss clothing provisions. The committee will be comprised up of two (2) Employer and two (2) Union representatives and the work of the committee will be completed no later than December 31, 2022.

**9. Article 16 – Residency Requirements**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 16(b) to remove “White Rock” from the Extended Boundaries list of municipalities and add to the list of areas in Article 16(a).



**10. Schedule "A" – Rates of Pay**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to

- (a) Delete Schedule "A" – Rates of Pay note \*\*, related to the 15<sup>th</sup> year rate and specialty disciplines; and
- (b) While not to be included in the Collective Agreement, the Employer will apply limits on a go-forward basis with six (6) core specialties, including USAR (Structural Collapse and Trench), Auto Extrication, Technical Rescue (High Angle – Confined Space), First Responder, Hazardous Materials, and Water Rescue, held by Instructors, to a maximum of three (3).

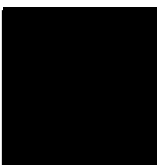
**11. Schedule "D" – Sick Leave and Lieu Day Plans**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Section B.3 to read as follows:

- “(i) Subject to (iii), when an employee elects prior to the end of any calendar year but subsequent to the completion of such service, to be paid in cash for the lieu days that they have accumulated up to and including the year in which such election is made, the employee shall be paid therefore in the following calendar year after February fourteenth (14th) on any regular pay day chosen by the employee, which payment shall be computed on the basis of their regular rate of pay in effect in that year.
- (ii) Notwithstanding paragraph (i) above, an employee may request to receive time off for the lieu days that they have accumulated provided that such requests must be based on multiples of complete shifts only. The City will evaluate these requests in the same manner as it evaluates requests for other banked time off.
- (iii) Notwithstanding paragraph (i) and (ii) above, after five (5) years of service, and every subsequent five (5) years of service, if an employee does not receive all of the pay or time off earned under this Section B.3 by December 31<sup>st</sup> of that year, the employee shall be paid in cash based on their regular rate of pay in effect on December 31<sup>st</sup> for all hours remaining in the lieu bank.
- (iv) When they leave the service of the City, which payment shall be computed on the basis of their regular rate of pay in effect in that year.”

**12. Letter of Understanding – Emergency Deployments Outside the Lower Mainland**

Within thirty (30) days of ratification of this Memorandum of Agreement, the Employer and the Union agree to establish a committee to review and discuss potential revisions to the Letter of Understanding – Emergency Deployments Outside the Lower Mainland. The committee will be comprised up of three (3) Employer and three (3) Union representatives and the work of the committee will be completed no later than December 31, 2022.



**13. Letters of Understanding**

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

(a) Amend the following Letters of Understanding:

- i) Banked Compressed Day – Fire Prevention Staff – Replace the words “fifty-six (56)” with “eighty-seven and one half (87.5)” in both Paragraphs 4 and 5; and
- ii) Member Assistance Program – Replace the annual maximum coverage the City will fund from twenty-five thousand dollars (\$25,000) to fifteen thousand dollars (\$15,000) per calendar year.

(b) Renew the following Letters of Understanding:

- i) Acting Assistant Chief
- ii) Early Retirement Plan (*see housekeeping item #15(f)*)
- iii) Emergency Deployments Outside the Lower Mainland
- iv) Field Trainers
- v) Fire Chaplain
- vi) Junior Firefighter Staffing
- vii) Member Assistance Program
- viii) Seniority for Persons Employed Outside the Bargaining Unit (*see housekeeping item #15(g)*)
- ix) Supplementary Pension Allowance
- x) Temporary Realignment of Work Schedules
- xi) Temporary Acting Field Trainer/Coordinator
- xii) WCB Other Employers

(c) Delete the Letter of Understanding on Instructor’s Premium (*see MOA item #4 Article 5.15 – Instructor’s Premium*).

**14. Committees**

(a) Line of Duty Death

Within thirty (30) days of ratification of this Memorandum of Agreement, the Employer and the Union agree to establish a committee to discuss and develop provisions related to line of duty death. The committee will be comprised up of two (2) Employer and two (2) Union representatives and the work of the committee will be completed no later than December 31, 2022.



(b) Statutory Holiday Scheduling and Bank Administration

Within thirty (30) days of ratification of this Memorandum of Agreement, the Employer and the Union agree to establish a committee to develop administration procedures for the scheduling and banking of statutory holidays. The committee will be comprised up of two (2) Employer and two (2) Union representatives and the work of the committee will be completed no later than September 30, 2022.

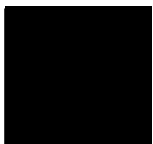
**15. Housekeeping**

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

- (a) Remove expired effective dates;
- (b) Update Article 7.3 (e) from "...in any case other than one covered herein." to "...in any case other than what is covered herein;
- (c) Update Article 7.7 Indemnification bylaw reference number from "...531, 1975..." to "...3951, 2008...";
- (d) Update Article 13.3 (Maternity and Parental Leave) language as per recent changes to the Employment Standards Act;
- (e) Update Schedule "B" Seniority Lists I through V;
- (f) Update Letter of Understanding – Early Retirement Plan, as per Letter between parties dated August 23, 2006, by replacing the notification date with "June 30<sup>th</sup>" in the year prior to retirement;
- (g) Attach Letter of Understanding – Seniority for Persons Employed Outside the Bargaining Unit to the new Collective Agreement; and
- (h) Any other housekeeping changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

**16. 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.



**17. Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than seventy-five (75) calendar days from the date on which this Memorandum of Agreement is signed.

DATED this 15 day of July, 2022 in the CITY OF COQUITLAM.

BARGAINING REPRESENTATIVES ON BEHALF  
OF THE CITY OF COQUITLAM:

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BARGAINING REPRESENTATIVES ON BEHALF  
OF THE COQUITLAM FIREFIGHTERS' UNION,  
IAFF LOCAL 1782:

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