2023

MEMORANDUM OF AGREEMENT

between the

CITY OF COQUITLAM

and the

COQUITLAM FIREFIGHTERS UNION, LOCAL 1782 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

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

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING <u>2023 JANUARY 01 AND EXPIRING 2024 DECEMBER</u> <u>31</u> (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2020-2022 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 2023 January 01 to 2024 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 2023 January 01, the monthly 4th Year Firefighter rate in effect on 2022 December 31st (that is, \$8,960) shall be increased by four and one-half percent (4.50%) and be rounded to the nearest whole dollar (that is, to \$9,363). All other existing rank indices shall be maintained.

- (b) Effective 2024 January 01, the monthly 4th Year Firefighter rate in effect on 2023 December 31st (that is, \$9,363) shall be increased by four and one-half percent (4.50%) and be rounded to the nearest whole dollar (that is, to \$9,784). All other existing rank indices shall be maintained.
- (c) The Employer and Union agree that the 2022 general wage increase from the 2020 Memorandum of Agreement 3(c) will be adjusted from two and one-half percent (2.50%) to three and one-half percent (3.50%) and be rounded to the nearest whole dollar (that is, from \$8,873 to \$8,960). This will conclude the Employer's obligation to provide the amount equal to the average IAFF local wage settlement for this period based on the following municipalities: Abbotsford, Burnaby, Delta and Richmond.
- (d) Retroactive payments arising from (a), (b) and (c) will be made within 120 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 within 120 days.

4. Article 5.2 – Service Outside of Working Hours

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new Article 5.2(d) to read as follows:

"(d) <u>Virtual Meeting or Event</u>

When an employee is scheduled by the Employer to attend a meeting or event virtually, the employee shall be paid at the rate of one and one-half (1½) times their regular hourly rate of pay with a two (2) hour minimum pay threshold for each meeting or event."

5. Article 5.6 – Seniority

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 5.6 (c) to read as follows:

- "(c) The Fire Chief shall maintain and post the aforesaid seniority lists in accordance with the following:
 - (i) Seniority shall date from the first (1st) day an employee reports for work as a probationary employee with the Fire Department.
 - (ii) Where more than one (1) employee commences employment as a Firefighter on the same day, the order of placement of such employees on the seniority list shall be determined by age from oldest to youngest.

6. <u>Article 7.1 – Medical, Extended Health and Dental Plans</u>

Effective September 1, 2024, or as soon as practicable following the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7.1(a) and (b) to read as follows:

"(a) Medical Services Plan of B.C. and Extended Health Benefit Plan

Employees shall be entitled to enroll in the Medical Services Plan of B.C. and the Extended Health Care Plan agreed to between the City and the Union commencing on the first (1st) day of the month following the date of hire, subject to being qualified for the Plan(s) under the rules of the Plan(s). The Extended Health Care Plan has an annual deductible of one hundred dollars (\$100.00), a lifetime maximum of three million dollars (\$3,000,000.00) per person and provides reimbursement for eligible expenses which include, among other benefits, coverage for:

- (i) Vision care to a maximum payable of five hundred dollars (\$500.00) per person in a twenty-four (24) month period;
- (ii) Eye examinations every twenty-four (24) months to a maximum of one hundred and fifty dollars (\$150.00);
- (iii) Laser eye surgery to a lifetime maximum of seven hundred and fifty dollars (\$750.00) per eye;
- (iv) The maximum acupuncturist, chiropractor, massage Practitioner, naturopath, physiotherapist, podiatrist and speech language pathologist combined coverage shall be four thousand dollars (\$4,000.00) per calendar year;
- (v) Clinical psychologist and Registered Clinical Counsellor to a maximum payable of four thousand dollars (\$4,000.00) per calendar year;
- (vi) The premiums for the Medical Services Plan of B.C. shall be paid one hundred percent (100%) by the City;
- (vii) The premiums for the Extended Health Benefit Plan shall be paid one hundred percent (100%) by the City.

(b) Dental Plan

The City and the Union agree to a dental plan for the benefit of all Regular Full-Time Employees with coverage to take effect on the first (1st) day of the month immediately following an employee's completion of their first six (6)

months of employment, subject to being qualified for the plan under the rules of the plan:

- (i) Basic Dental Services (Plan A) paying for one hundred percent (100%) of the approved schedule of fees.
- (ii) Prosthetics, Crowns and Bridges (Plan B) paying for seventy-five percent (75%) of the approved schedule of fees.
- (iii) Orthodontics (Plan C) paying for seventy-five percent (75%) of the approved schedule of fees to a lifetime maximum of six thousand five hundred dollars (\$6,500.00).
- (iv) The premiums for the Dental Plan will be paid one hundred percent (100%) by the City."

7. Article 7.2 – Life Insurance and Long-Term Disability Coverage

While not to be included in the Collective Agreement, effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to establish a committee to discuss and develop a Letter of Understanding regarding Group Life Insurance.

8. Article 7.5 – Court Appearance and Jury Duty

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7.5 to read as follows:

"Court Appearance and Jury Duty

(a) On-Duty Court Appearances

An employee while on duty or within their tour of duty who is required to appear in Court (defined as a Court of Criminal or Civil jurisdiction) to provide evidence that was acquired by such employee in the performance of their firefighting duties shall be rescheduled without change to their regular pay. Any remuneration received for such duty from the Court on any date or days when the employee would normally be on duty or within their tour of duty shall be remitted to the City.

(b) Off-Duty Court Appearances

An employee while not on duty and outside their tour of duty who is required to appear in Court (defined as a Court of Criminal or Civil jurisdiction) to provide evidence that was acquired by such employee in the performance of their firefighting duties shall be paid for their hours in court as an "Extra Shift" in accordance with Article 5.2(a).

Any remuneration received for such duty from the Court on any date or days when the employee would normally be on duty or outside their tour of duty shall be remitted to the City.

(c) Jury Duty

An employee who is on duty and is required for Jury Duty shall be granted leave of absence with pay for such purposes. Any remuneration received for such duty from the Court on any date or days when the employee would normally be on duty shall be remitted to the City.

(d) Definition of "tour of duty" in (a) and (b) above applies to suppression members only and is ninety-six (96) hours from 08:00 of the member's first day shift."

9. 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(a) to read as follows:

"(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, step-parent, guardian, brother-in-law, sister-in-law 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 four (4) working shifts, provided that such leave without loss of pay shall not be granted during an employee's first six (6) months of service."

10. Article 8 – Vacations and Public Holidays for Fire Department Personnel

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend the first paragraph of Article 8.3, 8.3(a), 8.3(b) and 8.3(c) to read as follows:

"In addition to annual vacation entitlement Firefighters, Field Trainers, Lieutenants and Captains who are engaged in the type of work to be performed continuously and every day including Public Holidays throughout the year shall receive in each calendar year in lieu of: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by Council to be a civic holiday, time off as follows:

(a) PROVIDED that they have completed twelve (12) months' continuous service by December 31st, in lieu of twelve (12) Public Holidays, twelve (12) consecutive working shifts plus one (1) additional working shift for any public holiday proclaimed by the City Council or by the Federal or British Columbia Governments in addition to those listed in Article 8.3.

- (b) Those having completed less than twelve (12) months' continuous service by December 31st, shall receive time equivalent to one (1) working shift in lieu of each of the twelve (12) Public Holidays set forth in Article 8.3 which occur during their period of service in the calendar year in which they commence their employment.
- (c) Any Firefighter, Lieutenant, Captain or Field Trainer who is required to work on any of the Public Holidays listed in Section 8.3 herein shall in addition to the entitlement set forth in Section 8.3 Public Holidays plus Easter Monday receive compensation in cash or equivalent time off at the rate of fifty percent (50%) of their regular hourly rate for all their hours spent on duty during a shift which commenced on a public holiday, i.e. commencing at 0800 hours and at 1800 hours on a Public Holiday; PROVIDED HOWEVER, that if an employee does not receive all of the time off earned under this Subsection 8.3(c) 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."

11. Article 9 – Clothing

While not to be included in the Collective Agreement, within thirty (30) days of ratification of this Memorandum of Agreement, the Employer and the Union agree to establish a committee to discuss Article 9 – Clothing. 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, 2024.

12. Article 13.2 – Maternity and Parental Leave

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 13.2(f) to read as follows:

"Maternity Leave Supplemental Employment Insurance Benefit Plan

(4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and one hundred percent (100%) of their gross weekly earnings and is paid for the first seventeen (17) weeks of maternity leave, which includes the Employment Insurance waiting period."

13. Schedule "A" – Rates of Pay

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Schedule "A" as follows:

- (a) Addition of a new 20th year of service rate index at 109% of the 4th year firefighter rate;
- (b) Addition of a 25th year of service Captain's (Prevention/Suppression) rate index at 125% of 10th year firefighter rate;
- (c) Increase of the Field Trainer rate index to 127% of 10th year firefighter rate;
- (d) All Suppression Officers directly supervising companies allowed to be staffed at a minimum of two (2) persons, shall be compensated at the Lieutenant rate index.

14. Schedule "F" – Letter of Intent

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Schedule "F" to read as follows:

"The purpose of this Letter of Intent is to record the agreement of the parties to co-operate in maintaining the Fire Captain Eligibility List at a constant twenty (20) employees and the Fire Lieutenant Eligibility List at a constant twenty (20) employees given the current number of Fire Department companies. These employees will be deemed readily available for acting assignments.

It is agreed that the Eligibility Lists of readily available employees for acting assignments will be maintained at their constant number by adding to the list as it is depleted. The additions will be in order of seniority for those who have successfully completed the most recent applicable promotional procedure pursuant to Schedule "C" of the Collective Agreement. If there are insufficient employees, the Fire Chief will add suitable employees to maintain the lists at their constant number. Each such addition will remain on that list for the duration of that particular list or as otherwise agreed to by the parties.

It is acknowledged and understood that those employees added to the eligibility lists by the Fire Chief are not considered eligible for promotion by virtue of being on the lists but are only to be used for acting assignments until such time as they happen to have successfully completed the promotional procedure.

The parties agree to re-evaluate the eligibility lists and acting ratios should financial impacts have a negative effect on the department."

15. <u>Letter of Understanding – Junior Firefighter Staffing</u>

Effective January 1st following the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to revise and renew the Letter of Understanding – Junior Firefighter Staffing as set out in 'Appendix 1' of this Memorandum of Agreement.

16. <u>Letter of Understanding – Trial Compressed 24-Hour Shift</u>

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add Letter of Understanding – Trial Compressed 24-Hour Shift as set out in 'Appendix 2' of this Memorandum of Agreement.

17. Letter of Understanding – Member Assistance Program

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to revise and renew the Letter of Understanding – Member Assistance Program as set out in 'Appendix 3' of this Memorandum of Agreement.

18. <u>Letter of Understanding – Early Retirement Incentive</u>

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to revise and renew the Letter of Understanding – Early Retirement Incentive as set out in 'Appendix 4' of this Memorandum of Agreement.

19. Letters of Understanding

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

- (a) Renew the following Letters of Understanding (inside the Collective Agreement):
 - (i) Temporary Realignment of Work Schedules;
 - (ii) Acting Assistant Chief;
 - (iii) Emergency Deployments Outside the Lower Mainland;
 - (iv) Seniority for Persons Employed Outside the Bargaining Unit.
- (b) Renew the following Letters of Understanding (outside the Collective Agreement):
 - (i) Field Trainers;
 - (ii) Fire Chaplain;
 - (iii) Supplementary Pension Allowance;
 - (iv) Temporary Acting Field Trainer/Coordinator;
 - (v) WCB Other Employers.

20. Housekeeping

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

(a) amend the first paragraph of Article 2 to read as follows:

"This Agreement shall be for a term of two (2) years with effect from the 1st day of January 2023 to and including the 31st day of December 2024, and shall continue and remain in full force and effect thereafter from year to year unless either party to the Agreement at any time within four (4) months immediately preceding the date of the expiry of this Agreement or at any time following the expiry date of the agreement gives the other party written notice of desire to terminate or amend this Agreement.";

- (b) update Schedules "A" and "B";
- (c) update all Collective Agreement language to be gender-neutral;
- (d) delete expired effective dates; and
- (e) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

21. 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.

22. 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 sixty (60) calendar days from the date on which this Memorandum of Agreement is signed.

DATED this 5^{th} day of July, 2024 in the CITY OF COQUITLAM.

BARGAINING REPRESENTATIVES ON BEHALF OF THE EMPLOYER:	BARGAINING REPRESENTATIVES ON BEHALF OF THE UNION:
"S. Young"	"S. Piccolo"
"R. Del Negro"	"K. Gordon"
"S. Davidson"	"A. Steffich"
	"G. Sehn"
	"C. Bond"
	"J. Miller"

APPENDIX 1 – LETTER OF UNDERSTANDING – JUNIOR FIREFIGHTER STAFFING

This is Appendix 1 referenced in item 15 of this Memorandum of Agreement.

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 2018 June 11, 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) paid 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 as per as per the Recovery

Time Off practices in effect as of the 2018 June 11. If due to the inability to access lieu time, the employee shall be paid out based on their regular rate on December 31 of the year in which the time was earned.

- 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, Quint, Ladder or Rescue: four (4) uniformed persons including a Captain or Acting Captain.

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. 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 5th day of July, 2024 in the City of Coquitlam.

BARGAINING REPRESENTATIVES ON BEHALF OF THE CITY:	BARGAINING REPRESENTATIVES ON BEHALF OF THE UNION:
"S. Young"	"S. Piccolo"
"R. Del Negro"	"K. Gordon"
	"A. Steffich"

APPENDIX 2 - LETTER OF UNDERSTANDING - TRIAL COMPRESSED 24-HOUR SHIFT

This is Appendix 2 referenced in item 16 of this Memorandum of Agreement.

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: TRIAL COMPRESSED 24-HOUR SHIFT

This Trial Compressed 24-Hour Shift Letter of Understanding (LOU) reflects the Agreement reached between the Employer and the Union regarding Article 5 Working Conditions and other referenced sections of the Collective Agreement between the Parties.

The Parties agree that this LOU is without prejudice and precedent to the interpretation or application of the Collective Agreement or any other agreements between the Parties.

Section A – Terms

- 1. This Agreement applies only to Suppression Division employees of the Coquitlam Fire Department.
- 2. The Collective Agreement applies to the Parties except otherwise expressly stated herein.
- 3. In the event of a conflict between this LOU and the Collective Agreement, this LOU supersedes the Collective Agreement only to the extent of the conflict.
- 4. This LOU is based upon the principle that there is neither any additional salary nor benefit cost to the employer nor any reduction in the salaries or benefits received by employees.
- 5. The Parties agree that there will be no cost of transition to the Employer; any additional hours will not incur additional pay, overtime, time off, or other form of compensation.

The transition shall take place at the beginning of a 56-day cycle, within 120 days of the signing of the ratification of the 2023-2024 Collective Agreement.

- 6. The Parties agree that employees have an obligation to arrive to work fit for duty.
- 7. Procedural changes identified and discussed within the 2023-2024 bargaining process between the Parties related to operationalizing the trial 24-hour shift transition are understood and agreed upon to be full transparent notification to the Union of change of practice to such processes. Any further changes will be in consultation with the Union. Management rights or provision of privileges remain unchanged.
- 8. The Parties reaffirm mutual understanding of the Employer's right to adjust schedules to accommodate training, transfer staff for operational needs and all other steps deemed necessary by the Fire Chief in accordance with the Temporary Realignment of Work Schedules LOU.
- 9. The expectation is that the Employer and the Union will work together to address issues affecting service, including, but not limited to, unfilled coverage, unfilled lateral transfers, sleep deprivation, occupational stress, mental and physical fatigue, emergency response turnout times, or staff engagement.
- 10. The Parties agree, and it is understood the move to a 24-hour shift may impact employees experiencing occupational or non-occupational medical or health conditions. Alternate duties and graduated return-to-work programs will not be working a 24-hour shift pattern. The Parties understand and reaffirm mutual understanding of the Employer's right to adjust schedules to accommodate alternate, modified, or graduated return duty and all other steps deemed necessary, except as required by the British Columbia Human Rights Code.
- 11. The Parties agree to review annually baseline metrics for measuring the impacts of the 24 hour shift trial.

Section B - Ongoing Analysis of Information

- There may be implications of this change under the Collective Agreement that the Parties have not identified or considered. The Parties recognize that issues may arise, and the intention is to address them promptly, cooperatively, reasonably, and in accordance with the Collective Agreement. The Employer and the Union shall address and resolve these issues and all details required to ensure the operational effectiveness and efficiency of the 24-hour schedule at labour-management meetings.
- 2. The Labour-Management committee shall review the baseline metrics and work collaboratively to correct any concerning trends in performance, attendance, staff

availability, or unexpected costs at the twelve (12), twenty-four (24), and thirty-six (36) month period.

Section C - Shift Schedule and Pattern

The following describes the shift schedule and pattern for the 24-hour shift trial:

- 1. The standard hours of duty for all Suppression employees will be a 24-hour shift pattern consisting of not more than an average of forty-two (42) hours per week. Extra shifts will be offered as 24-hour, 10-hour or 14-hour shifts at the City's discretion.
- 2. The 24-hour shift schedule shall consist of a cycle of two (2) twenty-four (24) hour Shifts, with twenty-four (24) consecutive hours off in between (24) hour Shifts, followed by one hundred and twenty (120) consecutive hours off. (A B A B C D C D).
- 3. One twenty-four (24) hour Shift shall be composed of one (1) ten (10) hour Day Shift (08:00-18:00) and one (1) fourteen (14) hour Night Shift (18:00-08:00).
- 4. 24-hour shifts may be divided into day or night shifts of ten (10) or fourteen (14) hours, respectively, for operational and/or staffing coverage reasons. For the purpose of replacing employees off work for a duty shift, the replacement hours of work will be determined on an operational and staffing basis.
- 5. Vacation, Sick, and Gratuity credits or debits will continue to be applied in twelve (12) hour increments.
- 6. Employees may be temporarily reverted from the 24-hour shift schedule to work straight day shifts, four (4) ten (10) hour shifts or five (5) eight (8) hour workdays in order to facilitate the accommodation of staffing coverage, special assignments, medical accommodations, or the performance of training activities as per the Temporary Realignment of Work Schedules LOU.

<u>Section D – Amendments to applicable sections of the Collective Agreement and Letters of Understanding</u>

The Parties agree that the following amendments to the current Collective Agreement and Letters of Understanding are in place on a without prejudice basis for the duration of the LOU trial period. Any further amendments that may be required to ensure there is no gain or loss to either Party shall be agreed upon by the Parties as they arise.

1. For the purpose of this Letter of Understanding, where a "working shift," "duty shift," or a "shift" is referenced in the Collective Agreement, it is understood to mean either a ten (10) hour day shift or a fourteen (14) hour night shift. A "24-hour shift" will be used to

define a ten (10) hour day shift followed by a fourteen (14) hour night shift combined into a 24-hour shift.

- 2. Article 5.1 Hours of Work (b) (i) is to be amended as follows:
 - 5.1 (b) (i) The work schedule for Firefighters, Lieutenants and Captains assigned to a Fire Company will follow the outline on the Number 1 system of Section 4 of the Fire Department Act. Working schedules shall provide that each individual be scheduled for duty a nominal three hundred thirty-six (336) hours [twenty-eight (28) working shifts] in each fifty-six (56) day cycle commencing on the first Sunday 24-hour shift of "B" platoon.
- 3. Article 5.1 Hours of Work (d) (ii) is to be amended as follows:
 - 5.1 (d) (ii) An Acting Assistant Fire Chief shall commence duty at 0800 hours and have completed their assigned duty shift as of 1800 hours.
- 4. Article 5.15 Instructors Premium (a) (i) (ii) are to be amended as follows:
 - 5.15 (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 working shift;
 - (ii) time off equivalent to two (2) hours of regular rate of pay for instruction time greater than five (5) hours during any working shift.
- 5. Article 7.3 Bereavement Leave (a) (d) are to be amended as follows:
 - 7.3 (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, stepparent, 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, brother-in-law, sister-in-law or grandparent, may be granted without loss of pay for a period not to exceed four (4) working shifts or two (2) twenty-four (24) hour shifts, provided that such leave without loss of pay shall not be granted during an employee's first six (6) months of service.
 - 7.3 (d) Upon application to, and upon receiving the permission of the Fire Chief, an employee may be granted leave of up to six (6) hours without loss of pay, in order to

attend a funeral as a pallbearer or a mourner, in any case, other than what is covered herein.

SCHEDULE "A": Bi-Weekly Hours is to be amended as follows:

The bi-weekly hours for all employees that follow the outline of the number 1 system of Section 4 of the Two Platoon Act shall be deemed to be eighty-four (84) hours of work.

SCHEDULE "D": B. 1. How Accumulated is to be amended as follows:

A credit of three (3) working shifts shall be credited to each employee for each complete calendar year worked, or for a part year, a credit of twelve (12) hours of the regular rate of pay for each four (4) months of service, which may be accumulated to a non-renewable, non-replenishable career maximum of one hundred and twenty (120).

LOU TEMPORARY REALIGNMENT OF WORK SCHEDULES

New subsection 3(c) "normally scheduled weekly leave day" in 3. (a) above refers to any time outside of a "tour of duty". "Tour of duty" applies to suppression members only and is defined as ninety-six (96) hours from 08:00 of the member's first day shift.

<u>Section E – Duration of Trial Compressed 24-Hour Shift LOU</u>

The Trial Compressed 24-Hour Shift will be for a period of thirty six (36) months.

After completion of the first year of this trial, this Letter of Understanding may be cancelled by either party upon giving three (3) months written notice.

Signed this 5th day of July 2024 in the City of Coquitlam.

Bargaining Representatives for the Employer:	Bargaining Representatives for the Union:
"S. Young"	"S. Piccolo"
"R. Del Negro"	"K. Gordon"

APPENDIX 3 – LETTER OF UNDERSTANDING – MEMBER ASSISTANCE PROGRAM

This is Appendix 3 referenced in item 17 of this Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF COQUITLAM

(hereinafter called the "City")

and the

COQUITLAM FIREFIGHTERS' UNION, IAFF LOCAL 1782

(hereinafter called the "Union")

MEMBER ASSISTANCE PROGRAM

Scope: The Member Assistance Program (MAP) exists to provide short term assistance to employees who may benefit from the services of a Psychologist or Registered Clinical Counsellor to resolve issues early and with support of a qualified professional.

- 1. The City and the Union hereby agree to the following:
 - a. The limits of coverage are one thousand five hundred dollars (\$1,500) per member per year but cannot exceed the annual program limit of twenty-five thousand dollars (\$25,000)
 - The MAP committee is comprised of three (3) members from IAFF Local 1782, the Fire Chief, Deputy Fire Chief and Director Human Resources. The committee will meet annually to review the program and on an as needed basis for special circumstances;
 - c. The MAP committee members may utilize a third party provider to confidentially manage all benefit extensions up to the program maximum;
 - d. The MAP committee will approve additional funds for individuals beyond the one thousand five hundred dollar (\$1,500) limit on a case-by-case basis up to the program maximum of twenty-five thousand dollars (\$25,000)
 - e. In the event that the program maximum of twenty-five thousand dollars (\$25,000) is reached, any amounts over and above shall be the responsibility of IAFF Local 1782 and approvals will be governed by union policies.
- 2. It is further understood the City and the Union may amend the provisions set forth above by mutual agreement. This Letter of Understanding may be cancelled by either party upon giving sixty (60) days written notice of cancellation to the other party.

SIGNED this 5th day of July, 2024 in the City of Coquitlam.

ON BEHALF OF THE CITY OF COQUITLAM:	ON BEHALF OF THE COQUITLAM
	FIREFIGHTERS' UNION, IAFF LOCAL 1782:
"S. Young"	"S. Piccolo"
"R. Del Negro"	"K. Gordon"
	"A. Steffich"

APPENDIX 4 – LETTER OF UNDERSTANDING – EARLY RETIREMENT INCENTIVE

This is Appendix 4 referenced in item 18 of this Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF COQUITLAM

(hereinafter called the "City")

and the

COQUITLAM FIREFIGHTERS' UNION, IAFF LOCAL 1782

(hereinafter called the "Union")

EARLY RETIREMENT PLAN

The City and the Union hereby agree to put in place this Letter of Understanding regarding assistance to bargaining unit Local 1782 personnel of the Fire Department who are seeking early retirement. This program is to remain in effect until cancelled in writing by management.

The City will provide one (1) month of salary at the Fire/Rescue personnel's' regular classified rate, not to exceed Captains Step 1 rate, for each full year of early retirement up to a maximum of five (5) years. Pro-rating for a year will also be allowed on a one-twelfth (1/12) per month basis.

This program applied only to Fire/Rescue personnel ages fifty (50) to fifty-nine (59).

Fire/Rescue personnel must advise the Fire Department, in writing, not later than June 30th in the year prior to retirement to ensure that funding can be budgeted.

The City shall endeavor to pay the funds in a manner that most benefits the tax situation of the employee (i.e., retiring allowance if requested). However, all Income Tax Legislation must be followed. The City will also not be held responsible for any incorrect information supplied by the employee as it relates to Income Tax Legislation or the employee's own individual tax situation.

If more Fire/Rescue personnel wish to take early retirement in any given year than the City can accommodate financially or operationally, the City alone has the right to select how many and which employees may retire early under this program.

SIGNED this 5th day of July, 2024 in the City o	f Coquitlam.
ON BEHALF OF THE CITY OF COQUITLAM:	ON BEHALF OF THE COQUITLAM FIREFIGHTERS" UNION, IAFF LOCAL 1782:
"S. Young"	"S. Piccolo"
"R. Del Negro"	"K. Gordon"

Amended from the original Letter of Understanding signed 1996 June 19.