

**MEMORANDUM OF UNDERSTANDING
CITY OF POWELL RIVER
AND
POWELL RIVER PROFESSIONAL FIREFIGHTERS ASSOCIATION**

NOVEMBER 8, 2021

The Parties agree to present the following Memorandum of Understanding regarding renewal of the Collective Agreement between The City of Powell River and Powell River Professional Fire Fighters Association, Local 1298 of the International Association of Fire Fighters of City Council and membership for consideration and approval.

PREVIOUS CONDITIONS

Effective immediately, the Parties agree to the following

All of the terms and conditions of the Collective Agreement commencing 2012 January 01 and expiring 2019 December 31 (hereinafter “the 2012-2019 Collective Agreement”) shall apply except as specifically varied and agreed during the current negotiations.

Create a 10th year rate for the Fire Office Coordinator/Public Educator on the “Schedule A” wage table in the Collective Agreement of 93%.

Article 2 – Term of Agreement

Upon ratification, replace current language of 2.01 (a) with the following:

2.01 Term of Agreement

This Agreement (including all schedules) shall be for the term of two (2) years, with effect from and including the first day of January, 2020, to and including the 31st day of December, 2021, but shall continue and remain in full force and effect from year to year thereafter unless either party, within four months immediately preceding the date of expiry of this Agreement provides the other party written notice of its desire to commence collective bargaining.

If a notice is not given, by either party, as set out above before the expiry of the Agreement, both parties are deemed to have been given notice.

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It is understood and agreed between the Employer and the Union that the operation of subsections 50(2) and 50(3) of the Labour Relations Code are hereby excluded from and shall not be applicable to this agreement.

Upon ratification, amend current language with the following:

Article 6.09 (d)

Flex Fire Fighter

Up to (4) Four Flex Fire Fighter position(s) may be established for holiday and lieu- time relief or to relieve personnel for training, or other assignments, or for an unanticipated short term vacancy of another Employee, or for anticipated high work loads. The Flex Fire Fighter position shall be over and above the current staffing levels as outlined in Schedule "C" of the collective agreement and shall be the least senior Fire Fighters unless alternatively agreed between the Parties.

The Flex Fire Fighter is flexible in their hours of work within the context of Article 6.09 (a) and as such are scheduled in accordance within the following guidelines:

1. The Flex Fire Fighter is assigned to the fifty-six (56) day payroll cycle and will work either ten (10) hour day shifts (08:00 - 18:00) or fourteen (14) hour night shifts (1800- 08:00) or three hundred thirty-six (336) hours (no partial shifts) within that cycle at straight- time rates, subject to the following:
 - (i) The Flex Fire Fighter is to be paid in accordance with Schedule "A" monthly rates (eighty-four (84) hours bi-weekly).
 - (ii) If there are (3) three or less Flex Fire Fighters, Annual Vacation and Statutory Holiday scheduling shall be scheduled independently of A, B, C, or D platoons.
 - (iii) If there are (4) four or more Flex Firefighters, each flex firefighter shall be assigned to a home platoon for the purpose of scheduling vacation and other time off, and remain there, unless there is an

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operational need to move them to a different platoon. Flex Firefighters shall pick their annual vacation on their home platoon after all other members of their home platoon have picked their annual vacation.

(2) If there are (3) three or less Flex Firefighters, forty-eight hours notice of the shift changes will be given to the employee. If notice is less than forty-eight hours, the employee will have the option to either accept or deny the shift change.

(i) If there are (4) four or more Flex Firefighters, thirty-six hours notice of the shift changes will be given to the employee. If notice is less than thirty-six hours, the employee will have the option to either accept or deny the shift change.

(3) The Flex Fire Fighter may be required to be on duty up to a maximum of twenty-four (24) consecutive hours provided they are given twenty-four (24) hours off immediately.

(4) The Flex Fire Fighter may be required to be on duty up to a maximum of six (6) consecutive days in an (eight) 8 day block.

(5) If there are (3) Flex Firefighters or less the following applies: Before each fifty-six (56) day payroll period begins the Flex Fire Fighter, with the mutual agreement of the Fire Chief, will select two (2) twenty- four (24) hour periods off from (0800 to 0800) in every eight (8) day block where they cannot be called to cover a shift.

(6) The Flex Fire Fighter cannot be assigned to work a shift during the four (4) days of Annual Vacation or Statutory Holidays, and the four (4) days before and after the scheduled Annual Vacation or Statutory Holidays (08:00 of the 1st day, and 08:00 of the 13th day).

(7) The Flex Fire Fighter shall not book more than one four day block of Annual or Statutory leave per calendar month except as approved by the fire Chief.

(8) Nothing in these guidelines limits the ability of the Employer to require the Flex Fire Fighter to work Overtime and Callouts. Overtime and Callout hours are not to be used in the calculation of the maximum three hundred thirty-six (336) hours within the current fifty-six (56) day cycle.

(9) Employees shall not be required to make up hours in subsequent fifty-six (56) day cycles if they have worked less than three hundred and thirty-six (336) hours in previous fifty-six (56) day cycles.

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(10) Hours worked in excess of three hundred and thirty-six (336) hours in a fifty-six (56) day cycle shall be compensated in accordance with the terms of Article 6.10 Overtime, which reads time and one-half (1.5x) the employee's regular rate of pay.

Upon ratification, eliminate Article 6.11 and eliminate 12.02 and replace current language of Article 6.10 with the following:

6.10 Overtime and Banked Lieu Time

At the time of working overtime the employee shall have the choice of taking the overtime as time off or as a cash payment. Time off in lieu of overtime shall accumulate to a maximum of 62 hours. All overtime worked in excess of 62 hours shall be automatically paid out as a cash payment rather than taken as time off, with the option to pay out the full accumulated amount of overtime if requested.

Time off in lieu of overtime shall be at the mutual convenience of the employee and the Employer. When the request has been approved two weeks in advance of the dates requested, the dates cannot be changed except by mutual agreement, unless no qualified person is available. Not less than (2) hour increments will be taken at a time and preference will be given to time off requests for the entire shift. No request shall be unreasonably denied.

(a) Emergency Callouts

- (1) Will be reimbursed to the employee as time off in lieu of the callout at a rate of time and one half (1½). Additionally, emergency callouts that occur on a statutory or other holiday as determined by the City shall be at a rate of two (2) times the employee's rate of pay.
- (2) There will be a minimum of two (2) hours remuneration per callout.
- (3) All callouts for fire, first responder, and rescues, shall be considered emergency callouts. In addition, Emergency callouts will be determined by dispatched alarm procedures at the discretion of the Employer.
- (4) A duty callback in the acting position shall receive the rate of pay for the higher rank while so acting.

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(b) Non-Emergency Callouts and In Town Training

- (1) Will be reimbursed to the employee as time off in lieu of the callout/**approved training time**, at the rate of time and one half (1 1/2).
- (2) There will be a minimum of two (2) hours remuneration ~~at straight time~~.
- (3) All callouts in the case of sickness, accident, compassionate leave, ~~P.E.P.~~ **community emergency management** measures and related exercises, fire practices, public relation duties, shall be considered non-emergency callouts. Other occasions shall be considered non-emergency callouts when the Employer or the Fire Chief deems it necessary.
- (4) In lieu of twenty-four (24) hours notice of callout, the Employer shall pay one hour call time at straight time.

(c) Out of Town Training and Department Business

1. An employee who attends any approved out of town training course while on regularly scheduled days off, shall receive twelve (12) hours overtime calculated at straight time for each day in attendance.
2. An employee, while out of town on regularly scheduled days off, representing or performing duties on behalf of the City on department related issues, shall receive twelve (12) hours overtime calculated at straight time for each day.
3. When an employee is not able to achieve four (4) consecutive days off due to out-of-town course attendance or department business, any days off not achieved will be added to the employees accumulated bank time.
4. The Employer will not cover any expenses incurred by the Fire Fighter resulting from returning to Powell River for the weekend between a two (2) week course.

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5. There shall be no loss of pay for employee attending approved out of town training while on their regular scheduled shift.

(d) Provisions

- (1) Overtime shall be hours worked other than regularly scheduled shifts ~~and shall not include emergency callouts.~~
- (2) Overtime rate shall be one and one-half time the hourly rate. **with the exclusion of 6.10 (c) 1) and 6.10 (c) 2)**
- (3) The hourly rate shall be calculated at one/one hundred and eighty-second (1/182) of the current gross monthly salary of the concerned employee for those employees normally working forty-two (42) hours per week and at one/one hundred and fifty-second (1/152) for those employees normally working thirty-five hours (35) per week, and at one/one hundred and sixty-third (1/163) for those employees normally working thirty-seven and one-half (37 1/2) hours per week.

(e) Statutory Holidays

All statutory holidays worked plus all other holidays declared by the City of Powell River, Provincial or ~~Dominion~~ **Federal** Governments, to be paid at the rate of time and one half their regular hourly rate for all time worked between the hours of 0800 on the holiday worked and 0800 the following day.

Statutory Holiday

New Year's Day	B.C. Day
Good Friday	Labour Day

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Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Family Day	Boxing Day

All employees performing overtime work on a statutory holiday shall receive 1 ½ times their straight time rate of pay for the position held for all hours so worked on the above-mentioned day(s). Additionally, all overtime hours worked on a statutory holiday shall be replaced for the same number of hours, at a time mutually agreeable to the employee and the Employer.

Upon ratification, replace Article 6.01 with the following:

Article 6.01 Promotional Policy

That, with regard to promotion, it is agreed that all other things being equal, effect shall be given to seniority.

All Promotions shall be on probation, in that capacity, for one (1) year.

If, in the opinion of the Fire Chief, exceptional circumstances warrant an extension of the probationary period beyond one (1) year, then such Employee shall be considered to be on a probationary basis for a period not to extend beyond a further six (6) months and, in such cases where the Fire Chief extends the first probationary period, the Fire Chief shall supply written reasons for the extension of the period to the Employee and the Union.

The Employer shall meet with the employee during their probationary period for the purpose of reviewing job performance quarterly.

An Employee who fails to qualify for a promotion during their probationary period shall return to the position they held before the promotion without loss of seniority.

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During the first six (6) months of their probationary period, the Employee will have the option to return to the position they held before the promotion without loss of seniority.

The employees shall retain the right to appeal under the grievance procedure contained in this Agreement

Upon ratification, amend Article 6.04 with the following:

6.04 Probationary Period

New employees are probationary until the completion of ~~six (6) months~~ **one (1) year** satisfactory service (which, at the discretion of the Fire Chief, may include temporary time worked with the Employer).

The Employer shall meet with the employee during their probationary period for the purpose of reviewing job performance quarterly.

If such a person continues in the same position, it will be on a permanent basis. Seniority, vacation benefits and other prerequisites referable to the length of service shall date back to the original date of employment. Temporary or relief employees are not covered by this subsection.

Upon ratification replace Article 6.16 with the following:

Article 6.16 Captains/Acting Captains

- a) There shall be one confirmed Captain assigned to each platoon and selected as per Article 6.01 of the Collective Agreement.

- b) There shall be one qualified Acting Captain assigned to each platoon, who shall be assigned as the acting Captain in the absence of the Captain.

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- c) The number of Acting Captains shall remain equal to the number of confirmed Captains.

- d) In order to qualify as a Captain or Acting Captain, the employee must have an accumulated (4) years minimum full-time fire suppression with Powell River Fire Rescue and have completed the NFPA standards for Fire Officer 1.

- e) An Acting Captain shall be considered a promotion and will be subject to and selected as per Article 6.01 of the Collective Agreement.

- f) In the event of a temporary vacancy of a Captain's position, the position shall be filled by the Acting Captain on that platoon. If the Acting Captain on that platoon is unavailable, the position shall be filled with a Captain or Acting Captain from a different platoon. Notwithstanding anything in this Collective Agreement, where none of the Captains or Acting Captains is available, the temporary vacancy shall be filled by the most senior qualified employee who accepts the assignment.

Upon ratification, add the following Article:

6.18 Transfer Out of The Union

No employee shall be transferred to a management position outside the union without the employee's consent. If an employee voluntarily transfers to such a position, the employee shall retain his/her seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. Should an employee return to the union within a six (6) month period they shall be permitted to return to his/her former classification without any loss of seniority. Any employee(s) hired as a result of the original appointment shall be provided lay-off in accordance with all provisions of this collective agreement.

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Upon ratification, remove Article 10.08:

10.08 Employment Insurance

~~All employees shall be covered by Employment Insurance if they are automatically eligible.~~

Upon ratification, remove 10.16 and replace current language of 10.11 with the following:

10.11 Court Appearances

a) On-Duty(Work Related or Not Work Related)Court Appearances and Jury Duty

An employee while on duty who is required to appear in Court for jury duty or who is required as a crown witness (defined as a Court of Criminal or Civil jurisdiction) to provide evidence shall be granted leave of absence with pay for such purposes. Normal pay will continue to be issued on the usual pay dates. 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 Employer.

b) Off-Duty Work Related Court Appearances

An employee who is not on duty and 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 the rate of time and one half (1 1/2) their normal pay at a minimum of two (2) hours, for the time above and beyond their normal work schedule.

c) Indemnification of Members and Protection from Civil Action

The Employer agrees to provide protection and provisions for the indemnification of members for all costs incurred as the result of necessary and reasonable legal costs in the defense of civil litigation, and

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to provide members security from litigation as a result of the performance of their duties. The Employer will hold employees safe and harmless from litigation bearing all costs and responsibility of the outcomes of same.

Upon ratification, amend Article 10.15 as follows:

Article 10.15 – Supplementary Compensation for Firefighter Killed in the Course of Duty

The employer agrees to contribute up to the equivalent of two (2) months of a First-Class Fire Fighters (100%) salary towards the costs incurred to provide a full honors Line of Duty Death service for any employee covered by this agreement whose death has been attributed to the work they perform as an employee of the City of Powell River. The ceremonial service, and associated ceremony events shall be coordinated and collaborated on together and by agreement, with a committee consisting of the family liaison, the Union and the Fire Chief or designate and as approved by the family liaison.

Upon ratification, eliminate 12.01 (a) and (b) and replace current language of Article 12.00 with the following:

Article 12.00 Advancement Training and Development:

Employees of Powell River Fire Rescue are encouraged to undertake training and development to increase their knowledge and skills, to aid in their own self development. This is encouraged by both the Union and the Employer.

When participating in any approved training and education programs as required by the Employer, the Employer shall be responsible for all tuition fees, entrance and registration fees, travel costs and other necessary expenses required as a result of enrolment in said training programs.

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Upon ratification, embed wording of LOU #3 into Article 6.09 (e):

(e) Shift Cycle

Cross shift transfers and flex firefighter schedules will conform to the fifty-six (56) day cycle with the start date of January 07th, 2019. No employee of the Department shall be on duty for more than forty-two (42) hours per week averaged over eight (8) weeks.

Schedule "A" Wages

The new Collective Agreement Schedule "A" shall reflect wage adjustments as follows:

- a) Effective January 01, 2020 the monthly 4th Year Fire Fighter rate in effect on December 31, 2019 (that being \$8,240) shall be increased by two and one-half percent (2.5%) rounded up to the nearest whole dollar (that is \$8,446). All other existing rank indices shall be maintained.
- b) Effective January 01, 2021 the monthly 4th Year Fire Fighter rate in effect on December 31, 2020 (that being \$8,446) shall be increased by two and one-half percent (2.5%) rounded up to the nearest whole dollar (that is \$8,658). All other existing rank indices shall be maintained.
- c) The Employer agrees that any retroactive payments resulting from the wage adjustments in a) through b) above shall be processed as soon as possible following the date of ratification of this Memorandum of Agreement, but in any event not longer than ninety days (90) and shall include all members who at the time of processing such payments have retired or are no longer working for Powell River Fire Rescue.

Upon ratification, add Letter of Understanding #4:

Fire Office Co-ordinator/Public Educator Job Description

1. Acts as the principal secretary to the Director of Fire and Emergency Services and Deputy Fire Chief; types reports and correspondence, assists in the preparation of Operational Guidelines, prepares

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new Department forms as required, and maintains an appropriate filing system. Provides administrative support to the Director of Fire & Emergency Services for Fire Prevention, Inspection and Public Education Programs.

2. Provides accurate and timely responses to all internal and external customer service requests, including emergency inquiries, made by telephone or in person.
3. Provides administrative support for Captains' meetings, the Provincial Emergency Program Committee, EOC Committee, and Regional chiefs meetings. Organizes meetings, prepares agendas and records minutes, assists with updates of the Emergency Preparedness Plan.
4. Maintains Fire and Emergency Services Department records including incident reports, drills and fires, overtime records from daily crew sheets, vacation records, and lieu-time records. Acts as a payroll liaison for Career leave entitlements and scheduling. Where appropriate, enters data into the Fire Department Management (FDM) software. In addition, develops procedures in FDM, trains and monitor users.
5. Maintains the supply room.
6. Under direction of the Director of Fire and Emergency Services, orders clothing for the Department, receives and prepares for distribution. Tracks and maintains medal & service awards.
7. Delivers seasonal educational programs related to fire safety by attending schools, teacher and parent group meetings, community group meetings or events, and talking with owners/managers of businesses and multiple-unit dwellings.
8. Maintains records and documentation associated with the delivery of fire safety educational programs, meetings and events.
9. Performs car-seat inspections at the fire hall.
10. Assists in preparing, monitoring and reporting on operational/capital budgets and grants

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11. Analyses all requests for invoicing, including work orders and appropriately applies charges and taxation according to municipal bylaws or provincial and federal regulations and issues invoices.
12. Assists in human resources hiring for both career and auxiliary staff. Prepares and requisitions advertisements in the media and compiles and coordinates applications. Administers application tracking system and coordinates recruitment activities and related documentation. Researches and administers testing protocols under the direction of the Operations Chief.
13. Time-keeps auxiliary time sheets
14. Promotes, trains, and monitors users for the implementation and use of the Community Notification System
15. Coordinates Relief Stand-by-Chief Coverage scheduling
16. Prepares flex fire fighters schedule under the direction of the Operations Chief
17. Manages advertising and social media communications for department. May act as information Officer

Upon ratification, amend Article 9:

9. UNIFORMS AND EQUIPMENT:

9.01 Clothing

The Parties recognize that the schedule for the issuance of uniformed clothing contained herein is not always in the best interests of the Department and the Union's members. Should the Parties mutually agree to a variance in this schedule, such variance shall be made on a without prejudice basis.

The Employer shall provide every person covered by this Agreement with a full uniform issue in the first year. Full uniform to consist of:

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1. (1) One complete dress uniform:
 - One cap with badge
 - Two light blue dress shirts
 - One tunic
 - One pair of trousers or skirt
 - One pair of boots
 - One tie
 - One belt
2. (2) One complete work uniform:
 - One coveralls
 - Three dark blue work shirts
 - Three pairs of trousers, or skirts, or combination of the two items totaling three pairs
 - Three T-shirts [long sleeve or short sleeve totalling three shirts]
 - One ball cap
 - One pair of boots or approved footwear of equal value
 - One cold weather/wind jacket
 - One belt
 - One pair of athletic shorts
 - One pair of athletic sweat pants
 - One identity badge and wallet for off duty identification

All of the above items in this article shall be replaced by the Employer if they are damaged or worn or don't fit to the point of not providing the employee with an appearance of being professionally attired with a uniform in good quality and near new repair. Articles may be repaired if it is possible to provide same. All clothing referred to herein shall be returned by every person leaving the service of the Employer excepting those persons retiring on Municipal Pension Plan.

~~Probationary members shall be issued with coveralls and uniform boots prior to reporting for regular firefighting duties on shift in a Fire Hall. Such articles of clothing shall be returned to the Employer in the event the probationary member does not qualify for the regular staff. If the member does pass the probationary period, the articles of clothing used shall be deducted from the first year's issue of clothing as set out above.~~

Probationary members shall be issued with one complete work uniform prior to reporting for regular firefighting duties on shift in a Fire Hall. Such articles of clothing shall be returned to the Employer in the event the probationary member does not qualify for the regular staff. If the member does pass the probationary period, one complete dress uniform will be issued and the articles of clothing shall be deducted from the first year's issue of clothing as set out above.

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Upon ratification, remove MOA #2:

Without Prejudice:

Memorandum of Agreement- #2

BETWEEN: CITY OF POWELL RIVER
AND THE: IAFF LOCAL 1298

UNIFORM FOR PROBATIONARY MEMBERS

1. The parties agree this Memorandum of Agreement will replace the following wording of Section 9.01 (page 16) of the January 1, 2012 – December 31, 2019 Collective Agreement between the City of Powell River and The Powell River Professional Firefighters Local 1298; *“Probationary members shall be issued with coveralls and uniform boots prior to reporting for regular firefighting duties on shift in a Fire Hall.”*
2. It is agreed that a probationary member will be issued the following to wear when reporting for regular duties on shift at a Fire Hall:
 - Dark blue pants and uniform shirt with the probationary member’s last name, minus shoulder crest
 - uniform boots
 - Fire helmet shield identifying member as “Probationary Firefighter”
3. It is agreed that at the successful end of the probationary period the member will be formally presented with a Fire Department wallet and cap badge, a fire helmet shield identifying them as “Firefighter”, and said member shall wear the white shoulder crest of a career firefighter of Powell River Fire Rescue
4. At the completion of the six (6) month probationary period the member shall be issued the items specified in Section 9.01 Clothing
5. This agreement will remain in force until either the Union or City give the other party thirty (30) days written notice

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Upon ratification, add wording of LOU #2 into Article 7.01(d):

(d) Allotment

The allotment of vacation time is to be decided by mutual agreement with the Fire Chief.

After the schedule selection process is complete, it is deemed final. Employees submitting vacation changes after the schedule selection process is complete will be reviewed on a one-on-one basis by the Chief and will, where possible, be accommodated, based on the department's operational needs at the time. The final decision as to vacation allotments shall rest with the Employer, but no request shall be unreasonably denied. The Fire Chief shall have the authority to cancel scheduled vacations for bona fide operational requirements, however any expenses incurred by an employee as a result shall be reimbursed by the Employer upon proof of expense.


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By signing here, both parties acknowledge that the proposals found herein were agreed to by both parties during negotiations and will be submitted to both The City of Powell River and the Membership for ratification.

For the Union:

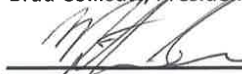
For the City:



Brad Collicutt, President



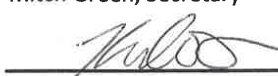
Russell Brewer, CAO



Mitch Green, Secretary



Alex Bjelica, HR Director



Kevin Culos, Committee member



Adam Langenmaier, CFO

Ratification Signatures

Dated this 3 day of December in the City of Powell River, BC.

For the Union:

For the City:



Brad Collicutt, President – Local 1298



Dave Formosa, Mayor



Mitch Green, Secretary – Local 1298



Russell Brewer, CAO