2000 - 2002

COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COQUITLAM

AND

THE PORT COQUITLAM FIREFIGHTER'S ASSOCIATION

LOCAL 1941 OF THE I.A.F.F.
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THIS AGREEMENT made and entered into this 27th day of July, 2001.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COQUITLAM

(Hereinafter called the "Corporation")

PARTY OF THE FIRST PART

AND:

THE PORT COQUITLAM FIREFIGHTERS' ASSOCIATION

LOCAL 1941 OF THE I.A.F.F.

(Hereinafter called the "Union")

PARTY OF THE SECOND PART

ARTICLE 1: COVERAGE

Section 1:

WHEREAS the Corporation is an employer within the meaning of the Labour Relations Code [RSBC 1996] Chapter 244 of the Revised Statutes of British Columbia and amendments thereto:

Section 2:

AND WHEREAS the Union is the duly certified bargaining authority for those employees of the Corporation employed as Fire Department personnel at Port Coquitlam, British Columbia, save and except the Fire Chief, Deputy Fire Chief, Assistant Chiefs, Assistant Fire Chief - Safety & Training, Assistant Fire Chief - Fire Protective Services and the Volunteer Firefighters.
Section 3:

AND WHEREAS this Agreement constitutes the wages and working conditions for the employees for whom the Union is so certified.

Section 4:

NOW THEREFORE the Parties hereto agree as follows:

ARTICLE II: DEFINITIONS

“ASSISTANT FIRE CHIEF” means the person appointed as the principal assistant to the Fire Chief and to act on his/her behalf in his/her absence.

"ASSISTANT FIRE CHIEF - FIRE PROTECTIVE SERVICES" means the person in charge of the Fire Prevention office.

"ASSISTANT FIRE CHIEF - SAFETY & TRAINING" means the person in charge of the training program.

"CALENDAR YEAR" means a 12 month period extending from January 01 to December 31 inclusive.

"CAPTAIN" means a person appointed as Captain and includes, when necessary, the person Acting in such capacity pursuant to the terms of this Agreement or otherwise.

"DAY" or "CALENDAR DAY" means a 24-hour period of time commencing at midnight.

"DAY SHIFT" means the period of duty extending from 8:00 a.m. in one day to 6:00 p.m. in the same day.

“DEPUTY FIRE CHIEF” means the person appointed as the principal assistant to the Fire Chief and to act on his/her behalf in his/her absence.

"FIRE CHIEF" means the person appointed by the Council to be in charge of the Port Coquitlam Fire Department and includes, when necessary, the person Acting in such capacity pursuant to the terms of this Agreement or otherwise.

"FIRE PREVENTION CAPTAIN" means the person appointed as Captain in the Fire Prevention Office.
"HALL" means each individual fire hall.

“LIEUTENANT” means a person appointed as Lieutenant and includes, when necessary, the person Acting in such capacity pursuant to the terms of this Agreement or otherwise.

"NIGHT SHIFT" means the period of duty extending from 6:00 p.m. in one day to 8:00 a.m. in the next day.

"SHIFT" means each of the four individual established duty rosters; designated "A", "B", "C" and "D".

ARTICLE III: TERM OF AGREEMENT

This agreement shall be for a term of three (3) years, from 2000 January 01 to 2002 December 31, both dates inclusive, but shall continue and remain in full force and effect from year to year thereafter unless either party within four (4) months prior to the expiry date of this agreement give the other party written notice of desire to terminate or amend such agreement.

ARTICLE IV: UNION SECURITY

Section 1:

All employees covered by the Union Certificate of Bargaining Authority shall, upon the completion of one month of continuous service, become and remain a member of the Union as a condition of their remaining and continuing as employees of the Fire Department.

Section 2:

The Corporation agrees to deduct from the employees Union dues in the amount stipulated by the Union and this deduction shall become effective on the 1st day of the month coincident with or next following the date of employment but the deduction shall only be made if the employee is still in the employ of corporation on the final day of the first pay period in that month. The total sum of the amount so deducted will be transmitted by the Corporation to the Secretary/Treasurer of the Union on or before the first day of the following calendar month.
ARTICLE V: WORKING CONDITIONS

Section 1: Hours of Duty

(a) Hours of Duty for Firefighters and Officers shall be an average of forty-two (42) hours per week.

(b) The hours of duty for members in the Fire Prevention Inspection Branch shall be an average of thirty-seven and one-half (37 1/2) hours per week.

(c) It is understood and agreed between the Parties that at such time as the Fire Prevention Branch is staffed with two or more employees who have completed a minimum of six (6) months satisfactory service, Fire Prevention Branch employees will commence being scheduled on a compressed work week. The specific scheduling of the compressed work week will be determined by the Fire Chief in consultation with the Union.

It is further understood and agreed that the Fire Chief or designate may revert the Fire Prevention Office and/or Training Office to a five-day work week in order to effectively respond to staff turnover, vacation requirements, illness of staff members or any other situation that, in the opinion of the Fire Chief or designate, necessitates such reversion.

(d) Employees of the Training branch will work a 37.5 hour week.

(e) Employees acting as Assistant Fire Chief will work a 37.5 hour 5 day work week.

(f) An employee acting as Fire Chief will work a 37.5 hour 5 day work week.

Section 2: Promotional Policy

With regard to promotions, it is agreed that the required knowledge, ability and skill required by the Fire Chief being attained, seniority shall be the deciding factor.

Section 3: Vacancies - Posting of Positions

When a vacancy occurs in any class of employment covered by this agreement or a new position covered by this agreement is created, notice thereof shall be posted in the fire hall at least seven (7) calendar days prior to close of applications. Where the vacancy or new position affords an opportunity for an "in service" promotion for an employee, the job shall be posted for a period of thirty (30) calendar days rather than seven (7).
In the event of a vacancy occurring in the non-union staff of the Fire Department, the Corporation will inform employees of this vacancy by memo on the Chief's bulletin board not less than thirty (30) days prior to any appointment being made, in order to permit employees to apply for the position.

Section 4: Probationary Period and Seniority

(a) All employees shall be placed in a probationary capacity until the completion of six months' service.

(b) This period shall be for the purpose of determining a person's suitability for permanent employment. At any time during this period employment may be terminated if it can be satisfactorily shown the employee is unsuitable for employment.

(c) Suitability for employment will be decided on the basis of factors such as:
   (i) quality of work;
   (ii) ability to work harmoniously with others;
   (iii) conduct;
   (iv) ability to meet fire fighting standards set by the Corporation.

Section 5: Promotions to Higher Positions or Transfers

(a) All appointments, promotions, and transfers shall be on the basis of the first six (6) months being probationary. If, during the probationary period, the Corporation decides the employee is incapable of fulfilling the duties of the new position, the employee shall relinquish the new position but shall have the privilege of reverting to their former position without loss of seniority. Similarly, if the employee finds himself or herself unable to perform the duties of the new position, the employee shall so inform the Corporation prior to the expiration of six (6) months probationary period and they shall then relinquish the new position but shall have the privilege of reverting to their former position without loss of seniority. Employees shall not accumulate the time spent acting in a higher capacity as a credit toward their probationary period at the time of full-time appointment to a senior rank.

(b) The positions of Fire Prevention Captain and Fire Prevention Officer shall have a probationary period of twelve (12) months.

Employees in the above positions may make written application to revert to their former classifications on the second or third anniversary of their appointment to the position, and thereafter at any time.
When an employee requests a transfer under this section, the Chief will act on the matter at hand within a 60 day period or less of receipt of the employee's written request, which may be made no earlier than 60 days before the anniversary date or requested transfer date, whichever is applicable.

Section 6: Seniority List

Schedule "B" attached hereto shall form and become a part of this Agreement and shall determine the seniority of the members covered by this Agreement. The Corporation shall make available, on request by the union, the name, rank, and starting date of any employee hired after the signing of the current collective agreement.

When more than one employee commences employment on the same day the order of placement on the seniority list shall be determined firstly by the length of service as a volunteer in the Port Coquitlam Fire Department; secondly, by age; and finally, by alphabetical order of the employee's surname.

Section 7: General Conditions

It is agreed that any general condition presently in force but which is not specifically mentioned in this Agreement shall continue in full force and effect for the duration of the contract.

ARTICLE VI: REMUNERATION

Section 1: Pay

The scale of remuneration set out in Schedule "A" annexed hereto shall apply during the currency of this Agreement and shall form part of this Agreement.

Bi-weekly pay shall be computed as follows:

\[
\frac{12 \times \text{Monthly salary}}{26.089}
\]

Section 2: Pay Scale When Acting As Captain

Effective May 8, 1999 the position of Lieutenant shall be reclassified to a Captain in charge of the Ladder/Rescue Company subject to the following:
The Union accepts the attached Classification Specification for all Captain positions within the Department with modifications to include Pre-fire Planning and Public Education duties.

Confirmed Lieutenants and confirmed Captains are exempted from education requirements set out in the class specifications.

The senior fire fighter on each shift at the date of signing the 1997/1999 collective agreement will be given a grace period of 18 months to complete the necessary education as specified in the class specification for a Captain’s position.

All Acting Officers shall complete the education requirements as outlined in the Class Specifications and Port Coquitlam Departmental requirements. If individuals fail to have the necessary educational requirements, their pay scale increments are noted below:

112% for Fire Fighter without any required courses.
117% for completion of any half of the required courses.
122% for completion of the program.

The Fire Chief may agree to extend the time frame at his/her discretion if unforeseen circumstances occur.

**Section 3: Pay for Acting in a Senior Capacity**

(a) Any employee covered by this Agreement who, at the instructions of the Fire Chief or the officer in charge, is required to accept the responsibilities and carry out the duties incident to a position or rank senior to that which the employee normally holds shall be paid at the rate for the senior position or rank while so acting.

(b) Any employee who is appointed to be on “stand-by” at the discretion of the Fire Chief or designate, that is, within the living boundaries of the Assistant Fire Chief, immediately available by direct telephone/pager contact, and has acquired the Chief’s pager and the command vehicle, shall be paid at straight time wages at the Acting Assistant Fire Chief rate equal to four (4) hours pay for each 24 hour period they are on “stand-by”. All hours actually worked by a “stand-by” employee shall be paid at the overtime rates at the Acting Deputy Chief rate.

In case of emergency, and neither the Fire Chief nor designate is available, the City Administrator shall assign any Officer to assume the duties of Acting Assistant Fire Chief on a temporary basis and shall report directly to the City Administrator.
Section 4: Overtime, Call-Out, Extra Shifts, Training

(a) Any employee reporting for work in an emergency call-out, on the call of the Fire Chief or officer in charge, at any time other than the employee’s regular working hours, shall be paid at the rate of double time their regular rate of pay with a minimum of three (3) hours at the rate of double time their regular rate of pay or time off.

(b) Any employee reporting for work for all other call-ins (i.e. for staff maintenance) on the call of the Fire Chief or officer in charge, at any time other than the employee’s regular working hours, shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay with a minimum of three (3) hours at the rate of double time their regular rate of pay or time off.

(c) Any employee who, at the conclusion of their shift, remains on duty on instructions of the Fire Chief or officer in charge for a time in excess of one-half hour shall be paid from the conclusion of their shift at the rate of one and one-half times their regular rate of pay for all hours so worked.

(d) Notwithstanding anything contained in Section 4(a), an employee reporting for work on the call of the Corporation for the purpose of attending a meeting of an administrative nature shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for the entire period spent attending such meeting in response to the call, with a minimum of three (3) hours at the rate of one and one-half (1 1/2) times their regular hourly rate subject to the following conditions:

(i) at least one (1) week's notice of the meeting date shall be provided.

(ii) in the event a scheduled meeting date is postponed, at least one week's notice of the new meeting date shall be provided;

(iii) each employee involved in any such scheduling effort will be expected to cooperate fully in the effort, but will not be subject to discipline for failure to agree to meet on any day when the employee has a prior commitment of a personal nature;

(iv) nothing contained in this Section 4(c) shall be construed so as to interfere with the right of the Corporation to require an employee to report for work pursuant to Section 4(a) for the purpose of attending a meeting of an administrative nature or of any other kind, in which case neither the rate of one and one-half (1 1/2) times the regular hourly rate nor any of the conditions set out in paragraphs (i) to (iii) inclusive of the Section 4(c) shall apply.
(e) Where an employee is required to work a portion of an extra shift or an extra shift, for the purpose of relieving another employee who has been given leave of absence to attend any course of instruction away from their regular place of work, the relieving employee shall, at the option of the Corporation, receive either an amount of time off equivalent to one and one-half (1 1/2) times the number of extra hours so worked or pay at the rate of one and one-half (1 1/2) times their regular hourly rate of pay for such extra hours.

Under this clause, Article VI, Section 4 (d), any period of work which immediately follows, or which immediately precedes the relieving employee's regular shift, will not be subject to any minimum period of compensation, and any other period of work will be subject to a minimum of three (3) hours at the rate of time and one-half.

(f) All training that is required by the City that is scheduled other than during an employee's regular duty hours shall be compensated at one and one-half (1 1/2) times their regular rate of pay.

Section 5: Calculation of Overtime

(a) Overtime pay for all employees working forty-two (42) hours per week shall be computed on an hourly basis as follows:

\[
\frac{12 \times \text{Monthly Salary}}{2184 \text{ hours}}
\]

(b) Overtime pay for all employees working forty (40) hours per week shall be computed on an hourly basis as follows:

\[
\frac{12 \times \text{Monthly Salary}}{2088 \text{ hours}}
\]

(c) Overtime pay for all employees working thirty-seven and one-half (37 1/2) hours per week or 37.33 hours per week shall be computed on an hourly basis as follows:

\[
\frac{12 \times \text{Monthly Salary}}{1957.57 \text{ hours}}
\]

(d) Overtime pay for all employees working thirty-five (35) hours per week shall be computed on an hourly basis as follows:

\[
\frac{12 \times \text{Monthly Salary}}{1827 \text{ hours}}
\]
Section 6: Severance Pay

In the case of a lay-off due to a reduction in staff, a laid-off employee having ten (10) or more calendar years of service shall receive severance pay consisting of two (2) days pay for each year of service.

ARTICLE VII: SPECIAL ALLOWANCES

Section 1: Clothing

For every employee covered by this Agreement, the Corporation will provide on completion of the probation period a complete uniform and thereafter will issue clothing as follows:

- 2 pairs trousers
- 4 shirts
- 1 tie
- 1 pair shoes or boots (as appropriate)
- 1 pair coveralls or 1 nightshirt and pant or shorts
- 2 pairs of dress socks and work socks
- 4 short sleeve uniform t-shirts (as appropriate)

Triennially - 1 tunic (Annually for the first two years)
- 1 cap
- 1 parka-styled coat
- 1 belt

Decennially - 1 burberry coat

The Corporation shall provide cleaning for no more than the following:

- 1 shirt for every day worked
- 1 pair of pants for every 2 days worked

and any one of the following:

- 1 parka or 1 tunic or 1 burberry per month worked

provided such items are to be dropped off and picked up by employees in a place designated by the Fire Chief for that purpose in #1 Fire Hall.
Section 2: Firefighting Equipment

The Corporation will also provide every employee covered by this Agreement with firefighting equipment which shall include turnout pants, rubber boots, helmet, service coat, and such other equipment as may be recommended by the Fire Chief and approved by the Corporation. All such clothing and equipment shall be returned to the Corporation when the employee ceases to perform such duty.

Section 3: Clothing (order date)

The clothing provided under Article VII Section 1 shall be ordered by the Corporation within twenty-one (21) days of receipt of all completed order forms from employees. Order form will be issued January 1st or earlier. Order shall be placed one year in advance.

ARTICLE VIII: WORK COVERAGE

No employee bound by this Agreement shall be required to perform any work or duty during the course of his employment as a Firefighter not in any way connected with:

- the prevention and suppression of fire
- the operation of the Inhalator Emergency Ambulance vehicle
- normal rescue and safety services
- the routine housekeeping, painting, and maintenance of equipment and real property related thereto.

ARTICLE IX: GENERAL

Section 1: Compassionate Leave

An employee shall be granted up to three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death or serious illness of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, grandparents, grandparents-in-law; and any other relative by blood or marriage residing in the employee's household. Where the serious illness, death or burial occurs outside the Lower Mainland - Fraser Valley Area, such leave shall include reasonable traveling time, the latter not to exceed seven (7) days. The length of such leave of absence shall be determined by the Chief Administrative Officer of the Corporation and shall be based upon the individual merits of each application for such leave. Additionally, at the discretion of the Chief Administrative Officer, one-half (1/2) day leave may
be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner.

**Section 2: Death in Service**

In the event of the employee's death, credits outstanding to their account shall be paid to the employee’s beneficiary or estate.

**Section 3: Meals During Major Fires**

The Corporation shall provide nourishment for firefighters attending at any major conflagration, at the discretion of the officer in charge.

**Section 4: Court Appearance**

(a) Any employee who is required to serve as a juror or court witness shall receive their regular rate of pay for the period of absence, provided that all jury pay or like remuneration earned during the employee's regular working shifts shall be returned to the Corporation, and also provided that such employee returns to work within a reasonable time after being released from such duty.

(b) An employee who is required to appear in court on their day off as the result of an incident which occurred during the course of their duties as a fire fighter shall be permitted to take compensating time off on a straight time basis.

**Section 5: Legal Counsel**

Any employee covered by the terms of this Agreement, who during the regular course of their employment, is charged in a Provincial Court or is before a Coroner's Court, shall be provided with legal counsel at no cost to the employee. However, the employee reserves the right to approve such counsel, and failing such approval, the Corporation shall contribute to counsel of the employee's choice, an amount not to exceed a maximum of two thousand ($2,000) dollars or such additional amount as may be approved by the Corporation for each occurrence.

**Section 6: Absence from Duty of Union Officials**

The Corporation agrees that when it is necessary for Union Officials to leave their employment temporarily for the purpose of collective bargaining with the Corporation, or for the purpose of settling grievances as outlined in this Agreement, the said officials shall suffer no loss of pay for the time so spent.
The Corporation agrees that official representatives of the union may be granted leave of absence without pay to attend Union conventions or perform any other function on behalf of the Union.

Section 7: Training

All training required by the Corporation, whether for promotional purposes or otherwise, shall be in-service and at the expense of the Corporation.

Section 8: Resident Restrictions

Firefighters shall be restricted to living within 20 miles of the City limits, however, after submission of a written request and only with subsequent approval by the Fire Chief, up to a maximum of ten percent (10%) of the total number of the permanent members of the Department may reside outside the twenty mile limit.

Section 9: Relief and Sickness

The senior qualified firefighter on shift shall act as Captain.

Section 10: Dismissals and Lay-Offs

(a) When a permanent employee of the Fire Department is relieved of their position, the employee shall be given thirty (30) days' notice, or in lieu thereof, one (1) month's pay.

(b) In the event of a reduction in the staff of the Fire Department being necessary, seniority shall govern.

(c) In the case of a lay-off due to a reduction in staff, the laid off employee shall retain, but not accumulate, seniority for a period equal to their years of service, to a maximum of three (3) years. Recall from lay-off shall be in order of seniority.

Section 11: Current Telephone Information

Each employee shall provide the Employer with a current telephone number where the employee may be reached, in the event of an emergency, while not on shift.
ARTICLE X: EMPLOYEE BENEFITS

Section 1: Medical Services Plan of B.C.

All employees covered by the agreement shall be entitled to enroll in the Medical Services Plan of B.C.

Premium will be 100% paid by Employer.

Section 2: Extended Health Benefits Plan

All employees covered by the agreement shall be enrolled in an extended health benefits plan.

Premium will be 100% paid by Employer.

Section 3: Dental Plan

All employees covered by this agreement shall be entitled to enroll in a dental plan that provides the following coverage:

(a) Basic Dental Coverage (Plan "A") providing for 100% of the prescribed schedule of fees.

(b) Prosthetics, crowns, and bridges (Plan "B") providing for 60% of the prescribed schedule of fees.

(c) Orthodontics (Plan "C") providing for adults & dependent children. 60% of the prescribed schedule of fees up to the maximum lifetime limit of $3,000.00.

Premium will be 100% paid by Employer.

Section 4: Group Life Insurance

All employees covered by the agreement shall be enrolled in a group life insurance plan that provides a benefit of $50,000 life insurance, with a waiver of premium in the event of total disability.

Premium will be 100% paid by Employer.

Section 5: Sick Leave Plans

These plans provide four types of sick leave, short term, medium term, long term and long term total disability. Details are as follows:
Section 6: Short Term Sick Leave

Defined as the first 84 hours (or equivalent hours equal to two weeks dependent on regular weekly hours). This will be a self-funded plan paid by union members and funded by a payroll deduction, the amount of which is determined by the union. Deposits to, and withdrawals from, this fund will be recorded in a separate general ledger account by the City and the union will have access to this account for reconciliation purposes. As a self-funded plan, payments will be non-taxable, and not subject to Canada Pension, or Employment Insurance deductions. Benefits paid from this union fund will be paid at the rate of 67% of gross pay. The City will administer the payments by regular payroll cheque, on behalf of the union. This plan is registered with the British Columbia Pension Corporation in Victoria, so that the full two weeks will qualify as contributory earnings for pension purposes. Full Municipal Pension Plan deductions will be taken from the cheque for the whole bi-weekly amount (i.e. 100% of regularly classified bi-weekly gross), as well as any deductions for bonds, United Way, etc. and tax, on the City paid portion only. Medical certificates may be requested in accordance with the terms of the collective agreement.

There will be no interest paid nor charged Local 1941 for this fund.

Section 7: Definition of Short Term Sick Leave

Periods of sick leave due to the same or related causes will be considered to be the same incident unless the employee has returned to regular duty for a period of at least four full calendar weeks. Any disputes regarding this definition shall be referred to the Labour Management Committee.

Successive periods of sick leave due to entirely unrelated causes will be considered one period of sick leave, unless the employee has returned to regular duty for at least one full working day.

For purposes of this definition "regular duty" shall be considered to consist of regular shifts worked, as well as paid vacation, statutory holiday and any other paid or approved unpaid time off, other than sick leave.

Section 8: Medium Term Sick Leave

Every employee is eligible for this plan on the first day of the month following completion of 3 months of continuous employment. This is City paid, and employee is entitled to 15 weeks of full pay, with no deduction whatsoever from accumulated sick leave, and with usual deductions such as tax, CPP, EI, Municipal Pension Plan, bonds etc. being taken from paycheque. Medical
certificates are required. The initial period of 15 weeks shall be reinstated in full immediately after an employee who has used any portion of the 15 week entitlement has returned to work for a continuous period of one (1) month. Should an employee who has returned to work suffer a reoccurrence of the same illness, during that month, confirmed by a doctor's certificate, this will be considered a continuing claim and they will be entitled to the unused balance of the 15 weeks without having to use short term sick leave first. The City will pay the total cost for this, and the plan is partially funded by the City receiving the full amount of the employer/employee rebates of EI premiums, which are available to those employers whose medium term sick leave plans qualify them for a reduced premium for EI.

The Employer may choose to carry a Wage Indemnity Plan, with no deduction from the employees. Any costs incurred by the employee for completion of Wage Indemnity forms shall be paid by the Employer.

Section 9: Long Term Sick Leave Plan

On December 31st of each year each full time employee who has completed 12 months of continuous service is given a credit of 252 hours (or equivalent hours equal to 6 weeks depending on hours worked per week), which will be accumulated to a maximum of 2520 (or 60 weeks) for their future use as long term sick leave benefits only. An employee who has used up 15 weeks of medium term sick leave is entitled to draw from this accumulation until it is exhausted. Medical certificates are required. Payment is made by City at the rate of 100% of gross pay with all regular deductions.

Section 10: Long Term Total Disability

For employees who have exhausted the above plans, application will then be made for the Long Term Total Disability, if they have completed 12 months of continuous service. Employee must be totally and permanently disabled, so that they are "permanently, continuously and wholly prevented from performing any work for compensation or profit". Payment will be calculated to achieve 67% of regular gross pay at time of disability, indexed annually in accordance with annual general wage increases. Payments received from WCB, CPP, or any other plan, except a privately purchased insurance, will be included in the calculation of the 67%. Payment will be made by the City, with adjustments to allow for other plans. Employees on this plan will retain employee status only for the purpose of payment of benefits under the L.T.T.D. plan. Plan is registered with British Columbia Pension Corporation so contributory months continue to be credited when receiving benefits on this plan.
Section 11: Sick Leave Recovery

An employee is entitled to use sick leave credits for time lost as a result of non WCB compensable accidental injuries, provided that prior to making a claim or commencing an action for damages against a third party in respect of such injuries, the employee notifies the City of such claim and enables the City the opportunity to be represented in all proceedings or settlement discussions relating to the claim. Any such claim shall include a claim for loss of wages and, to the extent that recovery is made for loss of wages, such amount shall be reimbursed to the City.

An employee who fails to notify the City in accordance with the above paragraph shall be required to reimburse the City in the amount of the wage loss benefit (i.e. sick leave payments), regardless of whether or not they recover monies in settlement of their claim. When the City has been reimbursed for wage loss benefits under this clause, the employee will be credited with the number of sick days used and any gratuity days lost as a result of the injury, and the City will also reimburse the union for the short term sick leave paid to the employee.

Section 12: Medical Certificates

Any employee covered by this Agreement who is absent from work and requesting sick leave with pay may be required to produce a certificate from a duly qualified medical practitioner licensed to practice in the Province of British Columbia certifying that such employee is unable to carry out their duties due to illness.

Section 13: Workers’ Compensation

(a) An employee absent from duty due to injuries received in the performance of the employee’s duties and not caused by the employee’s willful misconduct as determined by the Workers’ Compensation Board, or, an employee absent from duty due to illness or disease resulting from the nature of their employment, shall receive full salary from the City until the termination of temporary total or temporary partial disability payments from the Workers’ Compensation Board, but monies received by the employee from the Workers’ Compensation Board of British Columbia for said period of absence during which the employee receives full salary shall be remitted to the City by the employee, if paid to the employee, or, on notice to the Workers’ Compensation Board by the City be paid by the Workers’ Compensation Board directly to the City. For the purposes of this Article “full salary” means the salary received (including salary for acting in a senior capacity) at the time of the injury.
(b) Notwithstanding Subsection (a) above, an employee absent from duty due to injuries received in the performance of the employee’s duties and not caused by the employee’s willful misconduct as determined by the Workers’ Compensation Board, or, an employee absent from duty due to illness or disease resulting from the nature of their employment, shall receive normal net take-home pay (as opposed to gross regular pay) from the City until the termination of temporary total or temporary partial disability payments from the Workers’ Compensation Board but monies received by the employee from the Workers’ Compensation Board of British Columbia for said period of absence during which the employee receives full salary shall be remitted to the City by the employee if paid to the employee, or, on notice to the Workers’ Compensation Board by the City, be paid by the Workers’ Compensation Board directly to the City. For the purposes of this Article “normal net take-home pay” means the normal net take-home pay received (including pay for acting in a senior capacity) at the time of the injury.

Similarly, in the event that an employee was scheduled to act in a higher capacity at any time during the period of the compensable absence, then for such period(s) that the employee was scheduled to so act, “normal net take-home pay” shall be retroactively calculated based upon the rate in effect for the higher capacity class or rank; additionally, in the event that an employee would normally have been scheduled to work on a Statutory Holiday occurring during the period of compensable absence, “normal net take-home pay” shall be retroactively calculated based upon the premium rate applicable.

Section 14: Gratuity Plan

(a) Each employee covered by this Agreement shall be credited annually with four (4) working days for each year of service, or, for part of the year, a credit of one (1) working day for each three (3) months of service, to a maximum lifetime benefit of one hundred and twenty (120) working days.

(b) A deduction shall be made from the current year's gratuity credit for all days absent on sick leave with pay, from any of the above plans except W.C.B. Such deduction shall not exceed one (1) working day in any three (3) month period nor shall there be any deduction made for an absence continuing from the previous three (3) month period. The total gratuity credited to each employee at December 31st of each calendar year shall remain to each employee’s credit regardless of time lost in any subsequent year through illness or any other reason.

(c) Employee who has completed three years of continuous service may withdraw all or a portion of the gratuity credits which that employee has
accumulated to December 31st of the previous calendar year under the following conditions:

(i) All requests for withdrawal must be made in writing by the employee.

(ii) Gratuity credits which are withdrawn will be paid at the employee's regular classified rate at the time of the payout in cash or in leave.

(iii) A request for the conversion of gratuity credits into leave shall be subject to the approval of the City and shall be taken in whole days. When requesting such leave, the employee must guarantee a replacement who shall be paid at straight time rates.

(iv) An employee shall receive their total gratuity accumulation in cash upon leaving the employ of the Corporation provided that the employee has completed at least three (3) years of continuous service. The aforementioned gratuity credits will be paid at the employee's regular rate of pay in effect at the time of their severance of employment with the City.

(d) An employee who is transferred from other civic departments of the City to the fire department shall receive gratuity credits from the date that such employee joins the fire department. The initial gratuity credits on joining the fire department are to be determined by summarizing the employee's attendance records for the six (6) years of employment with the City which immediately precede the date on which the employee joined the fire department.

(e) At the employee's request, upon retirement or termination of employment, outstanding gratuity pay shall be rolled over into a retirement savings plan, established by the employee.

(f) The Corporation shall provide a record of sick leave credit and gratuity credits annually.

**Section 15: Survivors Death Benefit**

The plan provides for payment to the surviving spouse, or children of any firefighter killed while working for the City in circumstances recognized by W.C.B. as a work-related death.

Payment will consist of a monthly supplement to top-up payments received from CPP, EI, and Municipal Pension Plan and any other source of survivor's benefit as
may be in force at the time of the employee's death, but excluding any source of income personally contracted for by the deceased employee.

The amount of the top-up shall be the amount required to increase the after tax income from the above listed sources to an amount equal to the employee's regular net take-home pay, i.e. the regular monthly rate of pay of the deceased employee less normal payroll deductions. This payment will continue until such time as the spouse re-marries or until the date the deceased employee would have been entitled to contribute to the Municipal Pension Plan to maximum retirement age, as defined by the Municipal Pension Plan Rules, had the employee not been killed, whichever date shall occur first.

The regular monthly rate of pay for purposes of calculating the amount of the top-up shall be that for the position held at the time of the employee's death and shall not include acting or temporary positions. Overtime pay, or any other premium payments, allowances or benefits shall not be included.

For purposes of calculating the regular net take-home pay for this benefit, deductions shall be considered to be income tax, CPP, EI, Municipal Pension Plan (regular and special agreement), union dues, short term sick leave premium and any other deduction which may be included in any subsequent agreements.

The top-up amount shall be recalculated annually in consideration of increases in the WCB, CPP and Municipal Pension Plan payments and the changes occurring in revisions to the Collective Agreements.

In the event the surviving spouse is under 40 years of age and has no dependent children, for purposes of calculating the top-up amount, the WCB lump sum payment on the death of the employee shall be divided by the years from the date of the employee’s death to their maximum retirement date had the employee lived.

In the event there is no surviving spouse and there are dependent children, or in the event the spouse dies subsequent to the death of the employee who leave dependent children, the top-up amount shall be calculated as follows:

One child - a sum sufficient to bring the after-tax income of the child to 1/3rd of the difference between the regular monthly pay of the deceased employee and their normal deductions, further abated by WCB, CPP and Municipal Pension Plan and any other sources not contracted for by the deceased employee.

Two or more children - as above except at the rate of 50%.

For purposes of this clause, a child shall mean:

- a child under the age of 18 years including a child of the deceased yet unborn;
• an invalid child of any age; and

• a child under the age of 21 years who is in full time attendance in an academic, technical or vocational place of education.

Any sums of money payable by the City to any dependent child under the age of 18 years or to an invalid child may properly be paid by the City to the legal guardian of such dependent child whose receipt shall be sufficient discharge to the City.

A calculation of the pension due to the surviving spouse shall be made on the date the deceased employee would have been entitled to a pension at maximum retirement age, had the employee lived. From that date the City will top-up the spouse's income from WCB, CPP, Municipal Pension Plan and any other sources as referred to above, to bring the spouse's income to the level of the pension calculation referred to less income tax on that sum.

Section 16: Pension and Retirement

(a) All employees covered by this Agreement shall be enrolled in the Municipal Pension Plan in accordance with the terms of the Municipal Pension Plan Rules. Effective July 27, 2001, new employees shall be enrolled in the Municipal Pension Plan from date of hire.

(b) All members of the Fire Department, upon reaching the age of sixty (60) years, shall retire from the Department, effective at the end of the calendar month in which the member reaches their sixtieth (60th) birthday.

(c) Each member shall take all due vacation and holiday time prior to the effective date of such employee's severance from the Department, provided however, that if a member is off work on Workers' Compensation Board benefits, the member shall receive their vacation and holiday time in pay.

(d) Upon retirement, the City will pay 100% of the cost to purchase the retiring employee's probationary period, as a member of IAFF, Local 1941, to a maximum of six (6) months. This provision applies to existing IAFF, Local 1941 members on the date of ratification of this agreement (July 27, 2001).
Section 17: Special Agreement Plan

All employees enrolled in the Municipal Pension Plan shall contribute an additional 2% of gross regular pay to a Special Agreement Plan. The Employer shall contribute an additional 2 1/2%. - both portions used to increase pension upon retirement, or refunded to employee in the event of their termination and withdrawal of pension funds. This plan will cover all firefighters enrolled in the Municipal Pension Plan, and will replace the existing plan outlined in Letter of Understanding No.1 in the 1987 contract.

Section 18: Early Retirement Incentive Program

Employees shall request, in writing, to the Fire Chief no later than August 31st in the year prior to retirement. The Fire Chief, in making his recommendation to the City Administrator, will consider the employee’s age, health, seniority, the number of other applicants, funds available and other factors to ensure the good operation of the Fire Department. The City reserves the right to place a budget limit on available incentive payments.

The program is applicable to employees 50 to 59 years of age.

The Employer will provide one (1) month’s salary at the Firefighters’ (and other than Firefighters’) current rate classification for each full year of early retirement up to a maximum of six (6) years.

The City will endeavour to pay employees this Early Retirement Incentive Assistance in the most tax effective method available (all Revenue Canada Income Tax Legislation must be followed). Funds paid to the employee will be designated as a “Retirement Allowance” or transferred to an RRSP. The Employer will not be responsible for any incorrect information supplied by the employee as it relates to Revenue Canada Income Tax Legislation or the employee’s own individual tax situation.

Section 19: Employee Assistance Program

The Employer shall provide and pay the full cost of an Employee Assistance Program.

ARTICLE XI: Annual Vacations and Statutory Holidays

Section 1: Vacations

Paid annual vacation for all persons covered by this Agreement shall be as follows:
(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) At the discretion of the Fire Chief, employees in their first calendar year of service may take their vacation in cash.

(c) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of fifteen (15) calendar days for each month or portion of month greater than one-half (1/2) worked by December 31st.

(d) During the employee's second and third calendar year of continuous service - fifteen (15) calendar days per year.

(e) During the employee's fourth to tenth calendar year of continuous service - twenty-two (22) calendar days per year.

(f) During the employee's eleventh to twentieth year of continuous service - twenty-nine (29) calendar days per year.

(g) During the employee's twenty-first calendar year and thereafter of continuous service - thirty-six (36) calendar days per year.

(h) During the employee's twentieth calendar year of service and on every fifth year thereafter, an additional (28) twenty-eight calendar days shall be granted as recognition for long service. This leave to be taken, during the five year period for which it is granted, at a time convenient to both the Fire Chief and the employee.

(i) Employees who leave the service 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 month greater than one-half (1/2) worked to the date of termination.

(j) All annual vacations shall commence on the first day back on shift after the regular days off.

(k) In all cases of termination of service for any reason other than retirement in accordance with the terms of the Municipal Pension Plan Rules or on attaining maximum retirement age, adjustment will be made for an overpayment of vacation.
(l) Employees retiring in accordance with the terms of the Municipal Pension Plan Rules or upon leaving at reaching maximum retirement age are entitled to pro-rated vacation that is proportional to the time worked by that employee in that calendar year to the amount to which the employee would have been entitled had the employee not left the service of the Employer.

**Section 2: Vacation for Receptionist/Clerk Typist**

1. Notwithstanding the existing provisions under this agreement, the following holiday schedule takes effect January 1, 1999 for the position of Receptionist/Clerk Typist.

   Vacation entitlement shall accrue on a calendar year basis and may be taken at any time during the calendar year in which it accrues.

   Vacation entitlement each year shall be:

   (a) During an employee’s first calendar year of service or portion thereof one and one-quarter (1¼) working days each month remaining in the calendar year (including the month in which employment commences).

   (b) During each of an employee’s second to fifth calendar year, inclusive, of service fifteen (15) working days.

   (c) During each of an employee’s sixth to twelfth calendar year, inclusive, of service twenty (20) working days.

   (d) During each of an employee’s thirteenth to nineteenth calendar year, inclusive, of service twenty-five (25) working days.

   (e) During the employee’s twentieth calendar year of service and in each subsequent year of service, one additional day’s vacation shall be granted per year up to and including the employee’s twenty-sixth calendar year of service for a maximum of thirty-two (32) working days.

   (f) During an employee’s last calendar year of service or portion thereof a number of working days that is proportional to the number of months worked in the calendar year and the number of working days to which the employee would have been entitled had the employee not left the service of the Employer.

2. Statutory Holidays shall be as follows:
Section 3: Vacation Adjustment Provision

Effective 1982 January 01, as soon as possible following December 31 of each year, the Corporation shall calculate a percentum amount of pay above the confirmed rank rate, based on the total number of days from the preceding year that the employee acted in a rank above their confirmed rank and pay to such employee that percentum difference as an adjustment in salary entitlement for the purposes of their annual vacation salary. In following years this adjustment shall apply for a complete year, i.e.:

(a) Each member of the Union will be paid vacation pay at their confirmed rank at the time of their vacation or long service leave.

(b) In January of each year the payroll records will be analyzed to determine the percent of time spent during the preceding year in an acting rank or ranks.

(c) As soon as possible thereafter, the employee will then be paid an additional amount of salary based on the percentage difference between their confirmed rank rate of pay and the acting rank or ranks rate of pay.

Section 4: Statutory Holidays

(a) Those employees who have completed twelve (12) months continuous service and who are engaged in a type of work required to be performed continuously and on every day, including Statutory Holidays throughout the year, shall received in each year, in lieu of eleven (11) Statutory Holidays, eleven (11) consecutive working shifts in addition to annual vacation entitlements. It is further provided that the time off in lieu of Statutory Holiday need not be taken immediately after (and without any time intervening) nor immediately before the annual vacation period. An employee who actually works on a Statutory Holiday shall receive, instead of payment at their regular rate, payment at the rate of one and one-half (1 1/2) times their regular rate or the employee may elect to receive payment at their regular rate and receive the extra half-time payment as time off.

(b) Statutory Holidays as referred to in Article IX Section 4(a) above shall be as follows:
NEW YEAR'S DAY  LABOUR DAY
GOOD FRIDAY  THANKSGIVING DAY
EASTER SUNDAY  REMEMBRANCE DAY
VICTORIA DAY  CHRISTMAS DAY
CANADA DAY  BOXING DAY
BRITISH COLUMBIA DAY

ARTICLE XII: Labour Management Committee

(a) A Labour Management Committee shall be established for the purpose of developing and maintaining an effective channel of communication between the Corporation and the Union.

(b) The Labour Management Committee shall be comprised of two (2) members to be appointed by the Corporation and two (2) members to be appointed by the Union.

(c) A meeting of the Labour Management Committee may be called by either party to this agreement and shall be held on a date and time mutually agreed upon.

ARTICLE XIII: Grievance Procedure

Any difference concerning the interpretation, application, or operation of this Agreement or concerning any alleged violation thereof, or any grievance arising from the suspension or dismissal of any employee, or any question as to whether any matter is arbitrable, may be finally and conclusively settled without stoppage of work in the following manner:

(a) Every grievance shall in the first instance be taken up with the Fire Chief.

(b) If the grievance is not settled within seven (7) days of being referred to the Fire Chief, the employee shall present the grievance in writing to the Secretary of the Union and the Chairman of the Joint Grievance Committee. The Joint Grievance Committee shall be comprised of four (4) members, each of whom shall have one vote; two (2) to be appointed by the Corporation, one of whom shall be Chairman, and two (2) by the Union.

(c) Should the said Joint Grievance Committee be unable by majority vote to effect a settlement of the grievance within seven (7) days of receipt of the grievance by the Chairman, the grievance shall be submitted to a Board of Arbitration of three (3) persons, one of whom shall be appointed by the...
Corporation and one by the Union. Such appointments shall be made within seven (7) days of the failure of the Joint Grievance Committee to reach a decision and in the event that either party fails to nominate such a member of the Board then the other member shall have the right to nominate on the defaulting party's behalf. The two (2) members so appointed shall themselves appoint a Chairman of the Grievance Board. Should the members fail to agree on a Chairman, the said Chairman shall be appointed by the Minister of Labour. The provisions of the Labour Code of British Columbia shall govern such arbitration. The majority decision of the Board shall be final and binding on both Parties and each party shall bear the expense of their arbitrator and pay half the expenses of the Chairman. The Board shall finally settle such grievance within ten (10) days of the appointment of the Chairman.
IN WITNESS WHEREOF the Corporation has caused these presents to be sealed with its Corporate Seal and signed by the Mayor and the Clerk, and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf as of the day and year first above written.

THE CORPORATION OF THE CITY OF PORT COQUITLAM:

_______________________
Mayor

_______________________
City Clerk

PORT COQUITLAM FIREFIGHTERS' ASSOCIATION,
LOCAL 1941:

_______________________
President

_______________________
Secretary-Treasurer
## SCHEDULE "A"

### SALARY RATES - January 1, 2000 - December 31, 2000

<table>
<thead>
<tr>
<th>CLASSIFICATION:</th>
<th>%</th>
<th>CODE</th>
<th>MONTHLY</th>
<th>BIWEEKLY</th>
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</thead>
<tbody>
<tr>
<td>Receptionist/Clerk Typist</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(non-uniform - 35 hours/week)</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>• 1st year</td>
<td></td>
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<tr>
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<td>112%</td>
<td>635-01</td>
<td>5,272.02</td>
<td>2,424.94</td>
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<tr>
<td></td>
<td>117%</td>
<td>635-02</td>
<td>5,507.37</td>
<td>2,533.19</td>
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<td>122%</td>
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<td>2,641.45</td>
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<tr>
<td>Fire Prevention Captain *</td>
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<td>117%</td>
<td>685-01</td>
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<td>122%</td>
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<td>5,742.73</td>
<td>2,641.45</td>
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**NOTE:**

* Rates so identified use the Tenth Year Firefighter Rate as base. The remainder are based on the Fourth Year Firefighter Rate.

Increments will be granted on the employee's anniversary date in the position.
## SCHEDULE "A"

**SALARY RATES - January 1, 2001 - December 31, 2001**

<table>
<thead>
<tr>
<th>CLASSIFICATION:</th>
<th>%</th>
<th>CODE</th>
<th>MONTHLY</th>
<th>BIWEEKLY</th>
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<tr>
<td><strong>Receptionist/Clerk Typist</strong>&lt;br&gt;(non-uniform - 35 hours/week)</td>
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<td>1st year</td>
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<tr>
<td>1st 6 months</td>
<td>601-01</td>
<td>3,325.52</td>
<td>1,529.62</td>
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<td>2nd 6 months</td>
<td>606-01</td>
<td>3,563.04</td>
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<td>2nd 6 months</td>
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<td>673-01</td>
<td>3,800.59</td>
<td>1,748.14</td>
<td></td>
</tr>
<tr>
<td>3rd Year</td>
<td>674-01</td>
<td>4,275.67</td>
<td>1,966.65</td>
<td></td>
</tr>
<tr>
<td>4th Year</td>
<td>675-01</td>
<td>4,750.73</td>
<td>2,183.17</td>
<td></td>
</tr>
<tr>
<td>10th Year</td>
<td>676-01</td>
<td>4,846.08</td>
<td>2,228.99</td>
<td></td>
</tr>
<tr>
<td><strong>Fire Prevention Officer</strong> *</td>
<td>104%</td>
<td>687-01</td>
<td>5,039.86</td>
<td>2,318.15</td>
</tr>
<tr>
<td><strong>Lieutenant</strong></td>
<td>112%</td>
<td>631-01</td>
<td>5,427.55</td>
<td>2,496.47</td>
</tr>
<tr>
<td><strong>Captain</strong> *</td>
<td>112%</td>
<td>635-01</td>
<td>5,427.55</td>
<td>2,496.47</td>
</tr>
<tr>
<td></td>
<td>117%</td>
<td>635-02</td>
<td>5,669.83</td>
<td>2,607.92</td>
</tr>
<tr>
<td></td>
<td>122%</td>
<td>636-01</td>
<td>5,912.14</td>
<td>2,719.37</td>
</tr>
<tr>
<td><strong>Fire Prevention Captain</strong> *</td>
<td>112%</td>
<td>680-01</td>
<td>5,427.55</td>
<td>2,496.47</td>
</tr>
<tr>
<td></td>
<td>117%</td>
<td>685-01</td>
<td>5,669.83</td>
<td>2,607.92</td>
</tr>
<tr>
<td></td>
<td>122%</td>
<td>690-01</td>
<td>5,912.14</td>
<td>2,719.37</td>
</tr>
<tr>
<td><strong>Training Captain</strong> *</td>
<td>112%</td>
<td>637-01</td>
<td>5,427.55</td>
<td>2,496.47</td>
</tr>
<tr>
<td></td>
<td>117%</td>
<td>637-02</td>
<td>5,669.83</td>
<td>2,607.92</td>
</tr>
<tr>
<td></td>
<td>122%</td>
<td>637-03</td>
<td>5,912.14</td>
<td>2,719.37</td>
</tr>
</tbody>
</table>

**NOTE:**

* Rates so identified use the Tenth Year Firefighter Rate as base. The remainder are based on the Fourth Year Firefighter Rate.

Increments will be granted on the employee's anniversary date in the position.
**SCHEDULE "A"**

**SALARY RATES - January 1, 2002- December 31, 2002**

<table>
<thead>
<tr>
<th>CLASSIFICATION:</th>
<th>%</th>
<th>CODE</th>
<th>MONTHLY</th>
<th>BIWEEKLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receptionist/Clerk Typist</td>
<td></td>
<td>641-01</td>
<td>$2,557.85</td>
<td>$1,176.52</td>
</tr>
<tr>
<td>(non-uniform - 35 hours/week)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>641-01</td>
<td>2,557.85</td>
<td>1,176.52</td>
<td></td>
</tr>
<tr>
<td>2nd year</td>
<td>641-02</td>
<td>2,701.12</td>
<td>1,242.42</td>
<td></td>
</tr>
<tr>
<td>3rd year</td>
<td>641-03</td>
<td>2,844.37</td>
<td>1,308.31</td>
<td></td>
</tr>
<tr>
<td>Firefighters</td>
<td></td>
<td>601-01</td>
<td>3,423.63</td>
<td>1,574.74</td>
</tr>
<tr>
<td>1st 6 months</td>
<td>70%</td>
<td>601-01</td>
<td>3,423.63</td>
<td>1,574.74</td>
</tr>
<tr>
<td>2nd 6 months</td>
<td>75%</td>
<td>606-01</td>
<td>3,668.15</td>
<td>1,687.22</td>
</tr>
<tr>
<td>2nd Year</td>
<td>80%</td>
<td>611-01</td>
<td>3,912.70</td>
<td>1,799.70</td>
</tr>
<tr>
<td>3rd Year</td>
<td>90%</td>
<td>616-01</td>
<td>4,401.80</td>
<td>2,024.67</td>
</tr>
<tr>
<td>4th Year</td>
<td>100%</td>
<td>621-01</td>
<td>4,890.88</td>
<td>2,249.63</td>
</tr>
<tr>
<td>10th Year</td>
<td>102%</td>
<td>626-01</td>
<td>4,988.97</td>
<td>2,294.75</td>
</tr>
<tr>
<td>Inspector – Fire Protective Services</td>
<td></td>
<td>671-01</td>
<td>3,423.63</td>
<td>1,574.74</td>
</tr>
<tr>
<td>1st 6 months</td>
<td>70%</td>
<td>671-01</td>
<td>3,423.63</td>
<td>1,574.74</td>
</tr>
<tr>
<td>2nd 6 months</td>
<td>75%</td>
<td>672-01</td>
<td>3,668.15</td>
<td>1,687.22</td>
</tr>
<tr>
<td>2nd Year</td>
<td>80%</td>
<td>673-01</td>
<td>3,912.70</td>
<td>1,799.70</td>
</tr>
<tr>
<td>3rd Year</td>
<td>90%</td>
<td>674-01</td>
<td>4,401.80</td>
<td>2,024.67</td>
</tr>
<tr>
<td>4th Year</td>
<td>100%</td>
<td>675-01</td>
<td>4,890.88</td>
<td>2,249.63</td>
</tr>
<tr>
<td>10th Year</td>
<td>102%</td>
<td>676-01</td>
<td>4,988.97</td>
<td>2,294.75</td>
</tr>
<tr>
<td>Fire Prevention Officer</td>
<td>104%</td>
<td>687-01</td>
<td>4,895.45</td>
<td>2,251.73</td>
</tr>
<tr>
<td>Lieutenant</td>
<td>112%</td>
<td>631-01</td>
<td>5,587.66</td>
<td>2,570.12</td>
</tr>
<tr>
<td>Captain *</td>
<td>112%</td>
<td>635-01</td>
<td>5,587.66</td>
<td>2,570.12</td>
</tr>
<tr>
<td></td>
<td>117%</td>
<td>635-02</td>
<td>5,837.09</td>
<td>2,684.85</td>
</tr>
<tr>
<td></td>
<td>122%</td>
<td>636-01</td>
<td>6,086.55</td>
<td>2,799.59</td>
</tr>
<tr>
<td>Fire Prevention Captain *</td>
<td>112%</td>
<td>680-01</td>
<td>5,587.66</td>
<td>2,570.12</td>
</tr>
<tr>
<td></td>
<td>117%</td>
<td>685-01</td>
<td>5,837.09</td>
<td>2,684.85</td>
</tr>
<tr>
<td></td>
<td>122%</td>
<td>690-01</td>
<td>6,086.55</td>
<td>2,799.59</td>
</tr>
<tr>
<td>Training Captain *</td>
<td>112%</td>
<td>637-01</td>
<td>5,587.66</td>
<td>2,570.12</td>
</tr>
<tr>
<td></td>
<td>117%</td>
<td>637-02</td>
<td>5,837.09</td>
<td>2,684.85</td>
</tr>
<tr>
<td></td>
<td>122%</td>
<td>637-03</td>
<td>6,086.55</td>
<td>2,799.59</td>
</tr>
</tbody>
</table>

**NOTE:**

* Rates so identified use the Tenth Year Firefighter Rate as base. The remainder are based on the Fourth Year Firefighter Rate.

Increments will be granted on the employee's anniversary date in the position.
The following is agreed to as the established Seniority List for the employees covered by this Agreement as of the date of signing.

<table>
<thead>
<tr>
<th>NAME</th>
<th>SERVICE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FORRER, Rob</td>
<td>July 01, 1973</td>
</tr>
<tr>
<td>RIEU, Wayne</td>
<td>September 03, 1974</td>
</tr>
<tr>
<td>LUPUL, Randy</td>
<td>August 16, 1976</td>
</tr>
<tr>
<td>INGIMUNDSON, Bob</td>
<td>August 16, 1976</td>
</tr>
<tr>
<td>GRAVES, Gordon</td>
<td>August 16, 1976</td>
</tr>
<tr>
<td>TODD, Ray</td>
<td>June 01, 1977</td>
</tr>
<tr>
<td>KUMP, Paul</td>
<td>November 16, 1977</td>
</tr>
<tr>
<td>COPELAND, Bill</td>
<td>July 03, 1978</td>
</tr>
<tr>
<td>GILLESPIE, Mel</td>
<td>July 03, 1978</td>
</tr>
<tr>
<td>OTSIG, Mel</td>
<td>July 31, 1978</td>
</tr>
<tr>
<td>TICEHURST, Don</td>
<td>July 31, 1978</td>
</tr>
<tr>
<td>KEEL, Kelly</td>
<td>June 25, 1980</td>
</tr>
<tr>
<td>STUBBERT, Kerry</td>
<td>June 25, 1980</td>
</tr>
<tr>
<td>CHOBOTER, Rick</td>
<td>June 29, 1980</td>
</tr>
<tr>
<td>BENNETT, Chris</td>
<td>July 01, 1980</td>
</tr>
<tr>
<td>HAMILTON, Kim</td>
<td>July 01, 1980</td>
</tr>
<tr>
<td>MAZAR, Bob</td>
<td>August 17, 1981</td>
</tr>
<tr>
<td>ULMER, Larry</td>
<td>August 17, 1981</td>
</tr>
<tr>
<td>FAHLMAN, Ron</td>
<td>August 17, 1981</td>
</tr>
<tr>
<td>HOCHSTETTER, Terry</td>
<td>August 17, 1981</td>
</tr>
<tr>
<td>QUESNEL, Rene</td>
<td>August 17, 1981</td>
</tr>
<tr>
<td>HART, Steve</td>
<td>August 17, 1981</td>
</tr>
<tr>
<td>BARANYAI, Ted</td>
<td>August 17, 1981</td>
</tr>
<tr>
<td>McCOACH, Dave</td>
<td>November 16, 1981</td>
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<td>SLAUGHTER, Bill</td>
<td>July 05, 1982</td>
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<tr>
<td>FORT, Rob</td>
<td>November 26, 1984</td>
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<tr>
<td>PEARSON, John</td>
<td>November 26, 1984</td>
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<tr>
<td>NICHOLSON, Al</td>
<td>May 19, 1986</td>
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<tr>
<td>KULHANEK, Dieter</td>
<td>February 28, 1989</td>
</tr>
<tr>
<td>FAST, Harold</td>
<td>January 15, 1990</td>
</tr>
<tr>
<td>JOHANNSON, Gary</td>
<td>January 15, 1990</td>
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<tr>
<td>COPLIN, Allen</td>
<td>January 15, 1990</td>
</tr>
<tr>
<td>TERRY, Pat</td>
<td>July 16, 1990</td>
</tr>
<tr>
<td>CARTER, James</td>
<td>January 28, 1991</td>
</tr>
<tr>
<td>TROUSDELL, Robert</td>
<td>January 28, 1991</td>
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</table>
### SCHEDULE “B” (cont’d)

<table>
<thead>
<tr>
<th>NAME</th>
<th>SERVICE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZUPAN, Nickolas</td>
<td>January 28, 1991</td>
</tr>
<tr>
<td>WINTER, James</td>
<td>January 28, 1991</td>
</tr>
<tr>
<td>BONAS, Robert</td>
<td>January 28, 1991</td>
</tr>
<tr>
<td>WRIGHT, Steve</td>
<td>January 28, 1991</td>
</tr>
<tr>
<td>KIPPS, Robert</td>
<td>January 28, 1991</td>
</tr>
<tr>
<td>CURLEY, Patrick</td>
<td>June 17, 1991</td>
</tr>
<tr>
<td>SWEET, Jeffrey</td>
<td>June 17, 1991</td>
</tr>
<tr>
<td>MacDONELL, Rod</td>
<td>June 08, 1992</td>
</tr>
<tr>
<td>NOVAK, Stewart</td>
<td>July 27, 1992</td>
</tr>
<tr>
<td>HARTLE, Steve</td>
<td>May 17, 1993</td>
</tr>
<tr>
<td>PATERSON, Brent</td>
<td>May 18, 1993</td>
</tr>
<tr>
<td>NEILSON, Mike</td>
<td>April 06, 1994</td>
</tr>
<tr>
<td>HOULT, Kendall</td>
<td>May 12, 1995</td>
</tr>
<tr>
<td>PIGOTT, Andrew</td>
<td>May 12, 1995</td>
</tr>
<tr>
<td>DIMSDALE, Rod</td>
<td>February 14, 1996</td>
</tr>
<tr>
<td>NEIGHBOUR, Shaun</td>
<td>February 15, 1996</td>
</tr>
<tr>
<td>JOHANNESEN, Rod</td>
<td>February 16, 1996</td>
</tr>
<tr>
<td>LAMONT, Melva</td>
<td>April 22, 1996</td>
</tr>
<tr>
<td>TRUSCOTT, Dale</td>
<td>April 28, 1997</td>
</tr>
<tr>
<td>PATRICK, Mike</td>
<td>January 01, 1999</td>
</tr>
<tr>
<td>RILEY, Darren</td>
<td>June 28, 1999</td>
</tr>
<tr>
<td>PERKIN, Kevin</td>
<td>July 12, 1999</td>
</tr>
<tr>
<td>DeCICCO, Robert</td>
<td>November 13, 2001</td>
</tr>
<tr>
<td>MINAKER, Randy</td>
<td>November 13, 2001</td>
</tr>
</tbody>
</table>
LETTER OF UNDERSTANDING NO. 1

Relief/Floating Position

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COQUITLAM

AND:

THE PORT COQUITLAM FIREFIGHTERS’ ASSOCIATION LOCAL 1941

This agreement with respect to hiring of a Relief/Floater Fire Fighter (herein after “Floater”) is made and entered into by the City of Port Coquitlam and the Port Coquitlam Fire Fighters’ Union, Local 1941, IAFF for the purpose such as to maintain the present Fire Suppression staffing level, special assignments and reduction of overtime. All working and intent for position of a Floater only.

1. Employee hired as a Floater shall not be assigned to a permanent shift and shall not necessarily work a rigid “two day shifts/two night shifts/four days off” rotation; rather the Floater shall be assigned by the Fire Chief as need dictates, and shall have their hours of work balanced by the Fire Chief.

2. The Floater will be available for both scheduled and unscheduled relief on the 2 Platoon System. After completion of the assigned work schedule the Floater will receive at least 48 hours uninterrupted time off. If the Floater is called in on the 48 hours time off, it will be from the Unions Call List for overtime, where the Floater will be paid as per the Collective Agreement.

3. While on duty the Floater will be available for Fire Suppression or other related duties within the Fire Department as assigned by the Fire Chief.

4. In the event that a problem occurs in the scheduling and/or administering of the Floater, it shall be resolved by the Parties hereto and the Letter shall be amended to the extent necessary to resolve the problem.

5. A member will be assigned to the Floater position when the Chief Training Officer determines that the new member is qualified. The Floater will be stationed at #1 Fire Hall receiving ongoing training for the first six months of employment.

6. Any member hired as a Floater would be covered by Local 1941 Collective Agreement except for items covered by this Letter of Understanding.
7. When a permanent position in the Fire Department becomes available the Floater, as per Section 4 of the Collective Agreement, will become a permanent employee.

8. This Letter shall remain in force and effect until December 31, 2002, and shall be subject to renewal at that time. In the event of failure to agree on renewal, the issue shall be referred to negotiations of the next collective agreement.

Signed this ______ day of __________, 2002 at the City of Port Coquitlam in the Province of British Columbia.

Signed on behalf of:
THE CORPORATION OF THE
CITY OF PORT COQUITLAM

Signed on behalf of:
THE PORT COQUITLAM FIREFIGHTERS’ ASSOCIATION, LOCAL 1941

______________________________  ______________________________
Mayor  President

______________________________  ______________________________
City Clerk  Secretary-Treasurer
LETTER OF UNDERSTANDING NO. 2

Pagers

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COQUITLAM

AND:

THE PORT COQUITLAM FIREFIGHTERS’ ASSOCIATION LOCAL 1941

It is mutually agreed between the Parties that:

1. The Firefighters of Local 1941 agree to carry fully operational pagers while off duty and to be available to respond to a call out for additional resources. This agreement to carry pagers will continue while this Letter of Understanding remains in effect.

2. That the call out of off duty personnel shall be governed by the appropriate Port Coquitlam Fire/Rescue Operational Guidelines and Policies.

3. It is the responsibility of the Firefighters to ensure that any pager in their possession is in sound condition and fully operational. The loss of a pager or the malfunction of pager must be reported immediately to the Duty Chief.

4. This Letter of Understanding shall remain in force and effect from the date of signing and may be cancelled by either party upon providing three (3) months written notice.

Signed this _______ day of ______________, 2002 at the City of Port Coquitlam in the Province of British Columbia.

Signed on behalf of:    Signed on behalf of:
THE CORPORATION OF THE    THE PORT COQUITLAM FIREFIGHTERS’
CITY OF PORT COQUITLAM    ASSOCIATION, LOCAL 1941

__________________________________________  ____________________________
Mayor                                      President

__________________________________________  ____________________________
City Clerk                                  Secretary-Treasurer