

2003-2006

COLLECTIVE AGREEMENT

between

THE CITY OF COQUITLAM

and

THE CITY OF COQUITLAM FIREFIGHTERS' UNION

LOCAL 1782, I.A.F.F.

2003-2006
COLLECTIVE AGREEMENT
 between
THE CITY OF COQUITLAM
 and
THE CITY OF COQUITLAM FIREFIGHTERS' UNION
 LOCAL 1782, I.A.F.F.

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
1	<u>COVERAGE</u>	1
2	<u>TERM OF AGREEMENT</u>	1
3	<u>UNION SECURITY</u>	2
4	<u>REMUNERATION</u>	2
	4.1 Rates of Pay	2
	4.2 Acting in Senior Capacity.....	2
	4.3 Vacation Pay Adjustment	3
	4.4 Service Pay	3
5	<u>WORKING CONDITIONS</u>	4
	5.1 Hours of Work	4
	5.2 Service Outside of Working Hours.....	4
	5.3 First-Aid Premium	6
	5.4 Car Allowance	6
	5.5 Promotion Policy	6
	5.6 Vacancies - Posting of Positions.....	6
	5.7 Seniority.....	7
	5.8 Dismissals or Lay-Offs	10
	5.9 Nourishment on Duty.....	11
	5.10 Probation and Permanency	11
	5.11 Changes Affecting the Agreement.....	12
	5.12	12
	5.13	12
	5.14	12
	5.15	13
	5.16 Breathing Apparatus	13
	5.17 Instructor's Premium.....	13

INDEX (cont'd)

<u>ARTICLE</u>		<u>PAGE</u>
6	<u>WORK COVERAGE</u>	13
7	<u>BENEFITS</u>	13
	7.1 Medical, Extended Health and Dental Plans	13
	7.2 Life Insurance and Long Term Disability Coverage	14
	7.3 Compassionate Leave	15
	7.4 Death of an Employee.....	16
	7.5 Court Appearance and Jury Duty	16
	7.6 Legal Counsel	17
	7.7 Workers' Compensation.....	18
	7.8 Sick Leave and Lieu Days	19
	7.9 Leave Without Pay.....	19
8	<u>VACATIONS AND PUBLIC HOLIDAYS FOR FIRE DEPARTMENT</u> <u>PERSONNEL</u>	19
	8.1 Paid Annual Vacations	19
	8.2	22
	8.3	22
	8.4 All Fire Prevention Inspectors.....	23
	8.5	24
9	<u>CLOTHING</u>	24
	9.1	24
	9.2	26
	9.3	27
	9.4	27
	9.5	27
	9.6	27
	9.7	27
	9.8	27
	9.9	28
10	<u>FIREFIGHTING EQUIPMENT</u>	28
	10.1	28
	10.2	28
	10.3	28
11	<u>SUPERANNUATION AND RETIREMENT</u>	28
	11.1	28
	11.2	29
	11.3	29
	11.4	29

INDEX (cont'd)

<u>ARTICLE</u>		<u>PAGE</u>
11	<u>SUPERANNUATION AND RETIREMENT (cont'd)</u>	
	11.5	29
	11.6	29
12	<u>JOB IMPROVEMENT COURSES</u>	30
13	<u>LEAVES OF ABSENCE</u>	30
	13.1 Absence from Duty of Union Officials.....	30
	13.2 Maternity and Parental Leave.....	30
14	<u>GRIEVANCE PROCEDURE</u>	34
15	<u>RIGHTS OF MANAGEMENT</u>	35
16	<u>AGREEMENT IN LIEU OF TOTAL COMPENSATION COMPARISON</u>	35
17	<u>RESIDENCY REQUIREMENTS</u>	36

SCHEDULES

<u>SCHEDULE "A"</u>	Rates of Pay.....	38
	Definition of Working Shift.....	40
	Bi-Weekly Hours	40
	Calculation of Salary	40
	Ten (10) Year Fire Dispatcher.....	40
<u>SCHEDULE "B"</u>	Seniority List – List I	42
	Seniority List - List II	44
	Seniority List - List III.....	46
	Seniority List - List IV.....	46
<u>SCHEDULE "C"</u>	A. Notice of Examination.....	47
	B. Content of the Examination	47
	C. Review of the Written Examination Phase	49
	D. Scoring of the Examination	49
	E. Right of Appeal of Examination Results	50
	F. Confidentiality of Examination Results.....	50
	G. Eligibility Lists	51
	H. Filling a Vacancy in a Promotional Position	52

INDEX (cont'd)

	<u>PAGE</u>
<u>SCHEDULE "D"</u>	
Sick Leave and Lieu Day Plans.....	53
A. SICK LEAVE	53
B. LIEU DAYS.....	54
C. STATEMENT.....	55
D. FOR THE CALENDAR YEAR 1985	55
E.	55
<u>SCHEDULE "E"</u>	
Annual Clothing Issue.....	56
<u>SCHEDULE "F"</u>	
Letter of Intent.....	59
<u>SCHEDULE "G"</u>	
Application of Article 5.2 – Extra Shifts.....	60
<u>SCHEDULE "H"</u>	
2000-2002 Negotiations	62
<u>LETTER OF UNDERSTANDING</u> Re: Temporary Realignment of Work Schedules	63

THIS AGREEMENT made and entered into

BETWEEN THE:

CITY OF COQUITLAM
(hereinafter called the "City")

PARTY OF THE FIRST PART,

AND:

THE CITY OF COQUITLAM FIREFIGHTERS' UNION
Local 1782, I.A.F.F.
(hereinafter called the "Union")

PARTY OF THE SECOND PART.

ARTICLE 1: COVERAGE

- 1.1 WHEREAS the City is an employer within the meaning of the Labour Relations Code, being Chapter 82 of the Revised Statutes of British Columbia, 1992;
- 1.2 AND WHEREAS the Union represents all of those employees of the City who occupy positions within the classes listed under Schedule "A", forming part of this Agreement and who might occupy positions within any new classes added during the term of this contract by agreement of the parties hereto in accordance with the said Labour Relations Code. The parties hereto mutually agree that the Fire Chief, Deputy Fire Chief, Chief Training Officer, Chief Fire Prevention Officer and Assistant Fire Chiefs are expressly excluded from the terms and conditions of this subsection, and it is further mutually agreed that the said Fire Chief, Deputy Fire Chief, Chief Training Officer, Chief Fire Prevention Officer and Assistant Fire Chiefs are excluded from any and all of the terms and conditions of this Agreement.
- 1.3 AND WHEREAS this Agreement constitutes the wages and working conditions for the employees in respect of whom the Union is so certified;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 2: TERM OF AGREEMENT

This Agreement shall be for a term of forty-eight (48) months with effect from the 1st day of January 2003 to and including the 31st day of December 2006, and shall continue and remain in full force and effect thereafter from year to year unless either party to the Agreement at any time

within four (4) months immediately preceding the date of the expiry of this Agreement (2006 December 31) or within four (4) months immediately preceding the 31st day of December in any subsequent year, gives the other party written notice of desire to terminate or amend this Agreement.

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

ARTICLE 3: UNION SECURITY

- (a) The City agrees that any present employee, who at the date of this Agreement is a member of the Union, or who has become a member of the Union since that date, shall, as a condition of continued employment, maintain membership in good standing and any employee who hereafter during the term of this Agreement becomes a member or is reinstated as a member of the Union shall, as a condition of continued employment, maintain membership in good standing.
- (b) Every employee, upon completing six (6) months of continuous service, shall become a member of the Union as a condition of his remaining and continuing as an employee of the City. All employees who come within the scope of the Union's certificate of bargaining authority shall pay to the Union an amount equal to the monthly dues as established from time to time by the Union. The City agrees to deduct from the employees the amount stipulated by the Union and will transmit the total sum of the amount so deducted to the Secretary-Treasurer of the Union on or before the first day of the following calendar month. The City agrees to undertake to have all employees, as a condition of employment, sign a deduction authorization form substantially in the form provided for in Section 16(2) of the said Labour Relations Code.

ARTICLE 4: REMUNERATION

- 4.1 Rates of Pay - The monthly salaries for all ranks shall be those set forth in Schedule "A" which is attached to, and forms a part of this Agreement.
- 4.2
 - (a) Acting in Senior Capacity - Any employee covered by this Agreement who is required to accept the responsibilities and carry out the duties incident to a position or rank senior to that which he normally holds shall be paid for the senior position or rank while so acting.
 - (b) Except in an emergency or where no employee who is on the eligibility list is readily available, only employees who have completed the requirements of Schedule "C" and have been placed on the appropriate eligibility list shall work in an acting capacity.

- (c) From time to time the Fire Chief shall provide to the Union a list of uniformed members of the Department which shall be used for selecting personnel to the assignments as Acting Assistant Fire Chief in the absence of the Assistant Fire Chief or the Deputy Fire Chief. The Union shall be entitled at all reasonable times to discuss the list with the Fire Chief and to suggest changes by deleting or adding names thereto.
- (d) Any person who is appointed as Acting Assistant Fire Chief shall be paid their regular bi-weekly pay (i.e., based on 84 hours) plus the hourly differential between the employee's hourly rate (as derived in accordance with the Collective Agreement) and the hourly rate derived from the first step of the Assistant Chief's salary range, for all hours worked as an Acting Assistant Chief.

4.3 Vacation Pay Adjustment

The City shall provide a percentum annual vacation pay adjustment to all employees required to act in a rank above their classified rank. The percentum shall be two (2) percent for each group of four (4) duty shifts (or seven (7) calendar days dependent upon regular weekly hours) of paid annual vacation entitlement in the current year (pro-rated for lesser periods) and applied to the difference between the basic rate of pay the employee received while so acting and the classified rank basic rate of pay received by the employee. The basic rate of pay is exclusive of all overtime or other extra payments.

4.4 Service Pay

- (a) Service pay shall be paid to all employees covered by this Agreement on the basis of Seven Dollars and Fifty Cents (\$7.50) per month after completion of five (5) years of service and an additional Seven Dollars and Fifty Cents (\$7.50) per month for each completed five (5) year period of service thereafter.
- (b) Notwithstanding Section 4.4(a) above, Service Pay shall be discontinued for an employee effective the date upon which he is promoted to an Officer rank as designated under Schedule "A" of this Agreement, or effective the date such employee is deemed by the City to be Acting in a Senior Capacity (pursuant to Subsection 4.2(a) above) on a continuous, year-round basis, whichever date first occurs.

ARTICLE 5: WORKING CONDITIONS

5.1 Hours of Work

- (a) Hours of duty for Fire Dispatchers and for Firefighters, Lieutenants and Captains assigned to a Fire Company shall be an average of forty-two (42) hours per week.
- (b)
 - (i) The work schedule for Firefighters, Lieutenants and Captains assigned to a Fire Company will follow the outline of the Number 2 system of Section 4 of the Fire Department Act. Working schedules shall provide that each individual be scheduled for duty a nominal 336 hours (28 working shifts) in each 56 day cycle commencing on the first Sunday "A" shift starts a tour of duty.
 - (ii) The work schedule for Fire Dispatchers shall provide that each individual be scheduled for duty a nominal 336 hours (28 working shifts) in each 56 day cycle. A work shift shall be defined as twelve (12) hours of work.
- (c)
 - (i) Hours of work for persons assigned as Fire Prevention Inspectors shall be an average of thirty-five (35) hours per week, excluding a meal break. A work shift shall be defined as seven (7) hours of work.
 - (ii) Hours of work for persons otherwise assigned to staff duties shall be an average of thirty-seven and one-half (37½) hours per week, excluding a meal break. A work shift shall be defined as seven and one-half (7½) hours of work.
- (d)
 - (i) An employee who is serving as Acting Assistant Fire Chief shall be scheduled to work an average 35 hour week of four ten-hour shifts within a period of eight calendar days. Where such assignment is for fewer than four consecutive working shifts, the member will be scheduled for duty for any portion of four consecutive ten-hour shifts regardless of the resultant average work week so long as the resultant work week does not exceed forty-two hours.
 - (ii) An Acting Assistant Fire Chief shall commence duty at 0730 hours and have completed his assigned duty shift as of 1730 hours.

5.2 Service Outside of Working Hours

- (a) Extra Shifts

Where an employee agrees to work or is required by the City to work a part of a shift, a shift or shifts in excess of his scheduled work week, the employee shall, at the option of the City, receive either an amount of time off equivalent to one and one-half (1½) times the number of such excess shifts or pay at the rate of one and one-half (1½) times his regular hourly rate for such excess shifts with a minimum of three (3) hours at the rate of one and one-half (1½) times his regular hourly rate; PROVIDED HOWEVER that if an employee does not receive all of the time off earned by him under this Subsection 5.2(a) by December 31st of the year next following the year in which such time off was earned, the employee shall be paid in cash therefor based on his regular rate of pay in effect on December 31st of the year next following the year in which such time off was earned.

(b) Call Out

Except as provided in Subsection 5.2(a) above, an employee reporting for work on the call of the City at any time other than his regular working hours shall be paid at the rate of two (2) times his regular rate of pay for the entire period spent at his place of work in response to the call, with a minimum of three (3) hours at the rate of two (2) times his regular rate of pay.

(c) Overtime

(i) An employee who is required to work overtime immediately following the completion of his regular shift, or who is required to work pre-scheduled overtime immediately preceding his regular shift, shall be paid at one and one-half (1½) times the regular hourly rate of the employee for the first two hours, and two (2) times the regular hourly rate of the employee for all overtime hours worked beyond two hours, computed on the basis of the employee's normal working hours. When computing the payment of overtime of an employee under this Subsection (c), all time worked by such employee from the time he completes his regular shift until he returns (if his duties required him to leave his regular place of work) to his regular place of work (e.g. the Fire Hall at which he is stationed) and has been relieved of further duties, shall be deemed to be overtime.

(ii) Overtime pay for all employees shall be computed on an hourly basis as follows:

$$\frac{\text{Monthly Rate} \times 12}{26.089} = \text{bi-weekly rate (round to two decimal places)}$$

$$\frac{\text{Bi - weekly Rate}}{\text{Bi - weekly Hours}} = \text{hourly rate (round to four decimal places)}$$

26.089 rate is derived as follows: 365¼ days (average over four years allowing for leap year) divided by 14.

5.3 First-Aid Premium

Over and above the rates set forth in Schedule "A" forming a part of this Agreement, the City agrees to pay Three Dollars (\$3.00) per duty shift, to be termed First Aid Premium, to each employee who shall be designated by the Fire Chief for the purpose, and who is the holder of a valid Industrial First Aid Certificate issued by the British Columbia Workers' Compensation Board. Proof of completion of the Industrial First Aid course shall be supplied by the employee to the Fire Chief. The number of employees to be so designated to be a minimum of thirty-two (32) and their selection will be based on their seniority with the City Fire Department as provided for in Article 5.7.

5.4 Car Allowance

Employees authorized or required by the Fire Chief or the Deputy Chief to use their own automobile on behalf of the City shall be reimbursed as follows: thirty (30) cents per mile for the first thirty (30) miles (i.e., nineteen (19) cents per kilometer for the first forty-eight (48) kilometers), fifteen (15) cents per mile for every mile thereafter (i.e., nine (9) cents per kilometer for every kilometer thereafter), calculated on a monthly basis.

5.5 Promotion Policy

- (a) A fair and adequate opportunity shall be given to all employees to qualify for promotion to any class of employment covered by this Agreement. When making such a promotion, the City, subject to the needs of the service, shall promote on the basis both of competence and ability to do the job in question, and then the seniority of the applicants for promotion will apply; PROVIDED THAT the candidate is on the supplementary seniority list for the Division in question and has been on said list for a period of not less than one year immediately preceding a promotion.
- (b) The promotion procedure set out in Schedule "C" annexed hereto and forming part of this Agreement, shall apply during the currency of this Agreement.

5.6 Vacancies - Posting of Positions

When a vacancy occurs in any class of employment covered by this Agreement or when any new position is created within the Fire Department, notice thereof shall be posted at

the City Hall and at the Fire Halls at least fourteen (14) days before such position is filled; except that the City shall post only, as required, notice of vacancies or new positions for entry level firefighters.

5.7 Seniority

- (a) Schedule "B" attached hereto shall form and become part of this Agreement.
- (b) The Fire Chief shall maintain and post one Departmental Seniority List and three supplementary Division Seniority Lists:

List I	Departmental Seniority - All Employees
List II	All Employees, save and except List III and List IV
List III	Fire Dispatchers
List IV	Fire Prevention Inspectors

- (c) The Fire Chief shall maintain and post the aforesaid seniority lists in accordance with the following:

- (i) Seniority shall date from the first day an employee reports for work as a probationary employee with the Fire Department.
- (ii) Where more than one employee commences employment as a Firefighter on the same day, the order of placement of such employees on the seniority list shall be determined through utilizing the following criteria: previous service with the Fire Department, previous service with the City, previous experience in the fire service and the results of the written/practical probationary examination administered prior to the expiration of the candidate's probationary period.
- (iii) The above-referenced criteria shall be applied utilizing the combined results of the following weightings:

(1) Candidate's Previous Experience

- as a City of Coquitlam Fire Department employee who has successfully completed his/her probationary period as a Firefighter:

receives first placement among candidates on seniority list irrespective of total points achieved.

- as a City of Coquitlam employee with:

12 mos. or more of service 2 points

- as a paid Firefighter with:

6-12 mos. experience	1 point
13-24 mos. experience	2 points
25-36 mos. experience	3 points
37+ mos. experience	4 points

- as a volunteer Firefighter with the City of Coquitlam with:

25-36 mos. experience	1 point
37+ mos. experience	2 points

(2) Candidate's Written/Practical Probationary Examination Results

Under 64%	1 point
65-67%	2 points
68-70%	3 points
71-73%	4 points
74-76%	5 points
77-79%	6 points
80-82%	7 points
83% +	8 points

- (d) Each name set out on each of the seniority lists shall be written and assigned a number, starting with the number one (1) upwards, so that the lowest number indicates the employee with the longest continuous employment of all the employees whose names appear on each of the said seniority lists.
- (e) In the event of any additions or deletions from the aforementioned seniority lists subsequent to the date of posting under paragraph (b) of this Article, an amended list shall be posted in all the manned fire halls and a copy delivered to the Union within seven (7) days of the aforementioned additions or deletions occurring.
- (f) When a vacancy is to be filled in any Division and one or more employees have applied to transfer from another Division within the Fire Department, the City, subject to the needs of the service, shall select for such transfer on the basis both of competence and ability to do the job in question, then the seniority of each suitable applicant with the Fire Department shall apply.
- (g) The successful applicant for transfer shall rank in seniority as from the date of the probationary appointment to the new Division Seniority List, but ahead of any new persons recruited by the City on the same day. The name of the

successful applicant shall be placed on the new appropriate seniority list and deleted from the former seniority list upon successful completion of the probationary period.

- (h) It is understood that the rate of pay on transfer shall be that of the vacant position transferred to. In the event the current pay rate or range of the successful applicant is the same as that of the vacant position transferred to then the successful applicant shall continue on the same pay rate or step; EXCEPT THAT a transfer from the Fire Dispatcher Division (List III) to the Fire Suppression Division (List II) shall be to the first step of the pay rate or range for the vacant position transferred to.
- (i) When a vacant position is filled by an employee transferring from another Division it shall be on the basis of a minimum two (2) year commitment, subject to successful completion of the probationary period; HOWEVER, the two (2) year commitment could be reduced if it is mutually agreed by the Fire Chief and the employee that it would not be in the best interest of the Fire Department or the employee for the employee to continue in the position.

An employee requesting a return transfer to a Division from which he has transferred must apply in writing to the Fire Chief for such return at least six months before he will be considered eligible to fill a vacancy in the Division to which he requests to return.

- (j) Effective 2004 March 18, an employee who has transferred from one Division to another and has subsequently returned to their original Division, will revert to their previous seniority as though the employee had not left; HOWEVER, the employee is subject to Article 5.5(a) above. In all other cases where a transfer takes place the employee transferring will be placed on the appropriate supplementary seniority list in accordance with (g) above. The retention of seniority shall only apply for the first employee-initiated transfer back to the employee's original Division.
- (k) From time to time the functioning of the Fire Department requires the occasional assignment by the Fire Chief of employees from one Division to perform duties regularly performed by employees of another Division. It is understood and agreed that such occasional assignments by the Fire Chief will in no way be limited or affected by the status or existence of any seniority list.
- (l) An employee returning to the bargaining unit from a position within the Department excluded from the bargaining unit shall have his seniority calculated on the basis that his bargaining unit seniority shall be frozen 365 days after his/her promotion to the excluded position.

5.8 Dismissals or Lay-Offs

- (a) In the event of a reduction of staff in the Fire Department being necessary, seniority shall govern, PROVIDED that any employee may be suspended or dismissed immediately for just cause and without pay from the date of such suspension or dismissal.
- (b) No new employees shall be hired following a lay-off until those employees (other than probationary employees) who were laid off have been given a reasonable opportunity of recall for a period of one (1) year following lay-off as follows:
 - (i) the City shall make every reasonable attempt to contact the employees in order of their seniority in the bargaining group and the employees shall be recalled by the City in such order provided that they respond within forty-eight (48) hours of the initial attempt of the City to contact them;
 - (ii) upon making contact with an employee, the City shall specify the time when the employee shall report for work;
 - (iii) an employee who does not respond within forty-eight (48) hours of the initial attempt of the City to contact him, or who refuses to report for work shall be placed at the bottom of the list of employees eligible for recall under this Article notwithstanding his seniority in the bargaining group;
 - (iv) an employee notified to return to work shall report at the time and place specified by the City for so doing or, in extenuating circumstances, within such extended period of time not exceeding fourteen (14) calendar days from the date of the initial attempt of the City to contact him;
 - (v) it shall be the responsibility of all employees who have been laid off and wish to be recalled by the City to keep the Personnel Director informed of their respective current addresses and telephone numbers. The City shall be considered to have fulfilled its obligations to recall an employee eligible for recall under this Article by attempting to contact the employee at his last known address on the City's records.
- (c) Any employee who has been wrongfully dismissed or suspended by the City and who is later reinstated, shall be compensated in full for all time lost.
- (d) Upon notification in writing of suspension or dismissal, any employee desiring to appeal his suspension or dismissal must do so to the City and notice of such

appeal must be made within ten (10) calendar days of receipt of such notice of suspension or dismissal.

5.9 Nourishment on Duty

The City shall provide nourishment for Firefighters attending any major incident, the extent of nourishment to be at the discretion of the Fire Chief or the ranking Officer in the absence of the Fire Chief.

5.10 Probation and Permanency

- (a) For positions covered by this Agreement, each new employee shall be placed in a probationary capacity until the completion of twelve months' service.
- (b) This period shall be for the purpose of determining an employee'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) A probationary employee's 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; and
 - (iv) Ability to meet firefighting standards set by the Employer.
- (d) If such employee continues in employment following completion of the said twelve (12) months' probationary period, his seniority, annual vacation, and service pay benefits as related to length of service shall be dated back to the original date of employment.
- (e) An employee appointed, promoted or transferred to fill a vacancy shall be considered to be in a probationary capacity until the completion of six (6) months' service. The probationary period includes only the time actually spent on the job; this, in effect, means that leave with or without pay does not count as probation. If, during the six (6) months' probationary period, the City decides that 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 his former classification without loss of seniority.

5.11 Changes Affecting the Agreement

The City agrees that any recommendation made to Council dealing either with any matters covered by this Agreement or any proposed changes in general conditions presently in force, but which are not specifically mentioned in this Agreement, shall forthwith be communicated to the Union in order to afford the Union opportunity to consider the implications of such changes and, if it so desires, it may discuss and protest the recommendations or proposed changes with the City.

5.12 The City shall maintain all firefighting, support, service or other companies at full strength which shall not be reduced except in unforeseen emergency circumstances. In the event of such an emergency, the City shall bring the company or companies up to full strength as quickly as possible.

5.13 No vehicle that is not fully manned shall be dispatched to a fire or other emergency.

5.14 The minimum manning strengths as provided in Articles 5.12 and 5.13 shall be (including Officers):

- (1) Engine 1 - Minimum company strength - 3 persons
 - (a) Engine 1 Unit 443 - Minimum dispatch strength - 3 persons
- (2) Engine 2 - Minimum company strength - 4 persons
 - (a) Engine 2 Unit 444 - Minimum company strength - 4 persons
- (3) Truck 1 Company - Minimum company strength - 4 persons
 - (a) Aerial Unit 442 - Minimum company strength - 2 persons
 - (b) Aerial Ladder 440 – Minimum company strength – 2 persons
 - (c) Rescue Truck Unit 481 – Minimum dispatch strength – 2 persons
 - (d) Rescue Truck Unit 482 – Minimum dispatch strength – 2 persons
- (4) Engine 3 - Minimum company strength - 4 persons
 - (a) Engine 3 Unit 445 - Minimum dispatch strength - 4 persons
- (5) Engine 4 - Minimum company strength - 3 persons
 - (a) Engine 4 Unit 450 - Minimum dispatch strength - 3 persons

5.15 In the event that the City shall create a new company or shall acquire or put into active service any new vehicle, the manning of that company or vehicle shall be proportionate to similar companies or vehicles as provided by Article 5.14 herein. In the event of a dispute it shall be resolved pursuant to the terms of Article 14 of this Agreement.

5.16 Breathing Apparatus

Any breathing apparatus purchased and/or placed into service in the Fire Department, shall be of the positive pressure/demand type.

5.17 Instructor's Premium

When an employee is required by the Fire Chief to instruct beyond the requirements of the employee's job description or beyond what is part of the employee's normal job functions, that employee shall be paid one hour's pay for each shift or part shift that the employee is so required to instruct.

ARTICLE 6: WORK COVERAGE

The City shall not, as a condition of the employee's job as a Firefighter, require him, nor shall any employee covered by this Agreement be required to perform any work or duty not in any way connected with:

- (1) The prevention and suppression of fire
- (2) Normal rescue and safety services
- (3) The routine housekeeping, maintenance type painting and maintenance of equipment and real property related thereto.

ARTICLE 7: BENEFITS

7.1 Medical, Extended Health and Dental Plans

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

Employees shall be entitled to enroll in the Medical Services Plan of B.C. and the Extended Health Care Plan agreed to between the City and the Union commencing on the first day of the month following the date of hire.

- (i) The Extended Health Care Plan shall include an eyeglass option with coverage up to a maximum of \$250.00 (effective 2004 May 01, \$350.00) claimable in any twenty-four (24) month period by each person covered.

- (ii) The premiums for the Medical Services Plan of B.C. shall be paid 100% by the City.
- (iii) The premiums for the Extended Health Benefit Plan shall be paid 75% (effective 2004 January 01, 80%) by the City and 25% (effective 2004 January 01, 20%) by the employees whose contributions shall be made by payroll deductions.

(b) Dental Plan

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

- (i) Basic Dental Services (Plan A) paying for 100% of the approved schedule of fees.
- (ii) Prosthetics, Crowns and Bridges (Plan B) paying for 50% of the approved schedule of fees.
- (iii) Orthodontics (Plan C) paying for 50% of the approved schedule of fees to a lifetime maximum of three thousand dollars (\$3,000.00) (effective 2004 January 01, four thousand five hundred dollars (\$4,500.00)). Coverage under Orthodontics (Plan C) shall only apply to dependents (up to the age of 21) of an employee.
- (iv) The premiums for the Dental Plan will be paid 100% by the City.

7.2 Life Insurance and Long Term Disability Coverage

- (a) All employees covered by this Agreement shall participate in a Group Life Insurance Plan to include an accidental death and dismemberment provision as well as a Long Term Disability Plan (if made available); such coverage shall be extended on a twenty-four (24) hour per day basis in accordance with the provisions of the Plan, and shall commence on the first day of employment.
- (b) The Union shall arrange to have the Group Life Insurance coverage described under Subsection 7.2(a) above provided for its members. The premiums for this coverage shall be paid One Hundred percent (100%) by employees by payroll deduction and these deductions shall be remitted by the City to the Union.
- (c) (i) An employee absent on the Long Term Disability Plan referenced under Subsection 7.2(a) above, for a period of two (2) years or less, shall be

governed by all of the provisions of Section 7.9, Leave Without Pay, save and except that an employee absent on Long Term Disability may be excused from the requirement of establishing and adhering to a specified date upon which he must return to employment, as is contemplated under Subsection 7.9(d), and that notwithstanding Subsection 7.9(c), such employee shall continue to accrue length of service credits toward promotion for a period of up to two (2) years.

- (ii) An employee absent on the Long Term Disability Plan referenced under Subsection 7.2(a) above, for a period of more than two (2) years, shall cease to be governed by the provisions of Section 7.9, Leave Without Pay. At the expiry of the two (2) year period of absence on Long Term Disability, the employee shall forfeit all rights to his position in the Department, and the City may then fill on a permanent basis the position formerly held by such employee.
- (iii) An employee absent on the Long Term Disability Plan referenced under Subsection 7.2(a) above, for a period of more than two (2) years, shall retain his status as an employee of the City only with respect to his retention of the length of service credits toward promotion accrued at the expiry of his first year on the Long Term Disability Plan, and for purposes of the Pension (Municipal) Act time spent in receipt of Long Term Disability benefits shall be recognized as service with the City in the event the Union is successful in its application to the Superannuation Commission to have such time recognized as service. Such employee shall continue to make suitable arrangements to pay both his own and the City's portion of premiums for any benefit the employee wishes to maintain while absent on Long Term Disability; provided however the insuring carrier(s) allow such an extension of benefit while the employee is not directly employed.
- (iv) In the event an employee is absent on the Long Term Disability Plan for a period in excess of two (2) years, and is subsequently declared by competent medical authority fit to resume work in the Fire Department, then he shall have access to the first available vacancy for which he is eligible under the current promotional procedures and criteria as set out under this Collective Agreement.
- (v) For purposes of this Subsection 7.2(c), two (2) years shall be calculated as representing seven hundred and thirty (730) calendar days from the last day the employee reported for duty.

7.3 Compassionate Leave

- (a) Emergency leave in the case of the death of an employee's wife, husband, common-law spouse, child, ward, brother, sister, parent, guardian or other relative if living in the employee's household, or in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or grandparent, may be granted without loss of pay for a period not to exceed three (3) working days, provided that such leave without loss of pay shall not be granted during an employee's first six (6) months of service.
- (b) Any employee who qualifies for emergency leave without loss of pay as referred to herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under this Section shall be submitted to the Fire Chief who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for emergency leave without loss of pay as referred to herein may be granted such leave when on annual vacation if approved by the Fire Chief. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Fire Chief, an employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered herein.

7.4 Death of an Employee

In the event of the death of an employee covered by this Agreement while in the service of the City, credits outstanding to his account, except accumulated sick leave, shall be paid into his estate.

7.5 Court Appearance and Jury Duty

(a) On-Duty Court Appearances

An employee while on duty who is required to appear in Court (defined as a Court of Criminal or Civil jurisdiction) to provide evidence that was acquired by such employee in the performance of his firefighting duties shall be granted

leave of absence with pay for such purposes. Any remuneration received for such duty from the Court on any date or days when the employee would normally be on duty shall be remitted to the City.

(b) Off-Duty Court Appearances

An employee while he 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 his firefighting duties shall be paid in accordance with the following schedule:

- (i) For attendance at Court while on night shift, the following provisions shall apply at straight time rate:

Morning Session - six hours
Afternoon Session - four hours

- (ii) For attendance at Court on a day off, the following provisions shall apply at straight time rates:

Morning Session - eight hours
Afternoon Session - six hours

- (iii) Any remuneration received for such duty from the Court on any date or days when the employee would normally be on duty shall be remitted to the City.

(c) Jury Duty

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

7.6 Legal Counsel

Any employee covered by the terms of this Agreement who is:

- (1) charged with an offense under the Criminal Code of Canada, or under any Federal or Provincial Statute; or
- (2) summonsed to a Coroner's Court as a witness under circumstances where it is likely (in the absolute discretion of the City) that Criminal or Statutory charges will be laid against the employee at the conclusion of the Inquest:

where the events which constitute the alleged or anticipated offence arose out of and in the course of the employee's employment and where the employee has not been grossly negligent or has not acted contrary to an order given to him by a person in authority over him within the Fire Department, he shall be entitled to legal counsel approved by the City at no cost to him, or legal counsel of the employee's choice paid for by the City up to an amount not to exceed a maximum of three thousand dollars (\$3,000) for each occurrence.

7.7 Workers' Compensation

- (a) An employee absent from duty due to injuries received in the performance of his 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 his 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 7.7 "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 his 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 his 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 7.7 "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 he 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.

7.8 Sick Leave and Lieu Days

The provisions for sick leave and lieu days shall be those set out in Schedule "D" attached to and forming part of this Agreement.

7.9 Leave Without Pay

- (a) A leave of absence without pay for a period of up to one (1) year may be granted at the discretion of the City. Such leave of absence must be for a special reason and an employee granted a leave of absence without pay must make suitable arrangements to pay, on a pro rata basis, both his own and the City's portion of premiums for any benefit the employee wishes to maintain while on leave of absence; provided, however, the insuring carrier allows such an extension of benefit while the employee is not directly employed.
- (b) An employee who is permitted to take an extended leave of absence as provided for herein will not be permitted to use any benefits such as sick leave, annual vacation or public holiday while on leave of absence.
- (c) Benefits which are normally improved through length of service will not be credited during a leave of absence without pay for any period in excess of thirty (30) calendar days. This includes but is not confined to sick leave, gratuity credits, annual vacation and length of service toward promotion.
- (d) An employee granted a leave of absence must return to his employment with the Fire Department on the date predetermined when the leave of absence was granted or will be considered to have terminated his employment voluntarily. An employee who becomes self-employed or who accepts employment with an Employer other than the City's Fire Department while on extended leave of absence will be considered to have terminated his employment with the City's Fire Department voluntarily.

ARTICLE 8: VACATIONS AND PUBLIC HOLIDAYS FOR FIRE DEPARTMENT PERSONNEL

8.1 Paid annual vacations for all employees covered by this Agreement shall be as follows:

- (a) For those employees whose hours of work are regulated in accordance with the provisions of Articles 5.1(a) and 5.1(b):
 - (1) 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.

- (2) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of eight (8) duty shifts for each month or portion of a month greater than one-half (½) worked by December 31st.
- (3) During the second (2nd) calendar year of service, eight (8) duty shifts.
- (4) During the third (3rd) to and including the tenth (10th) calendar years of service - twelve (12) duty shifts.
- (5) During the eleventh (11th) up to and including the twenty-third (23rd) calendar years of service, except during the twenty-first (21st) calendar year of service - sixteen (16) duty shifts.
- (6) During the twenty-first (21st) calendar year of service only - twenty (20) duty shifts.
- (7) During the twenty-fourth (24th) and all subsequent calendar years of service - twenty (20) duty shifts.
- (8) After the completion of twenty (20) years' service, twenty-eight (28) additional calendar days (sixteen (16) duty shifts) will be granted as annual leave, to be taken before the completion of twenty-five (25) years of service, at a time convenient to both the Fire Chief and the employee, and that a similar allowance be made at the completion of twenty-five (25) years' service and each subsequent five year period thereafter. **PROVIDED HOWEVER**, when an employee who is entitled to additional leave under this Subsection 8.1(a)(8) wishes to take such leave, he shall make application to the Fire Chief within thirty (30) calendar days following the date of publication of the annual vacation schedule for the employees by the Department, stating the period when he will be absent on leave; any application for additional leave may be amended or changed by the applicant within the prescribed thirty (30) calendar day period; any application for additional leave or any application to amend or change any application for additional leave made following the expiration of the prescribed thirty (30) calendar day period may be refused by the Fire Chief if, in his opinion, the exigencies of the Department necessitate such refusal, but such applications shall not be unreasonably refused by the Fire Chief. Not more than one employee per shift shall be granted leave to be absent under this Subsection 8.1(a)(8) at the same time.
- (9) 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 a month greater than one-half (½) worked to the date of termination;

- (b) For those employees whose hours of work are regulated in accordance with the provisions of Article 5.1(c):
- (1) 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.
 - (2) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of fourteen (14) calendar days for each month or portion of a month greater than one-half (½) worked by December 31st.
 - (3) During the second (2nd) calendar year of service - fourteen (14) calendar days.
 - (4) During the third (3rd) to and including the tenth (10th) calendar years of service - twenty-one (21) calendar days.
 - (5) During the eleventh (11th) up to and including the twenty-third (23rd) calendar year of service, except during the twenty-first (21st) calendar year of service - twenty-eight (28) calendar days.
 - (6) During the twenty-first (21st) calendar year of service only - thirty-five (35) calendar days.
 - (7) During the twenty-fourth (24th) and all subsequent calendar years of service - thirty-five (35) calendar days.
 - (8) After the completion of twenty (20) years' service, twenty-eight (28) additional calendar days will be granted as annual leave, to be taken before the completion of twenty-five (25) years of service, at the option of the member, and that a similar allowance be made at the completion of twenty-five (25) years' service and each subsequent five-year period thereafter. PROVIDED HOWEVER, when an employee who is entitled to additional leave under this Section 8.1(b)(8) elects to take such leave, he shall make application to the Fire Chief within thirty (30) calendar days following the date of publication of the annual vacation schedule for the employees by the Department, stating the period when he will be absent on leave; any application for additional leave may be amended or changed by the applicant within the prescribed thirty (30) calendar day period; any application for additional leave or any application to amend

or change any application for additional leave made following the expiration of the prescribed thirty (30) calendar-day period may be refused by the Fire Chief if, in his opinion, the exigencies of the Department necessitate such refusal, but such application shall not be unreasonably refused by the Fire Chief. Not more than one (1) employee shall be granted leave under this subsection at the same time.

- (9) 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 a month greater than one-half (½) worked to the date of termination;

PROVIDED THAT:

- (i) "Calendar Year" for the purposes of Article 8 shall mean the twelve (12) month period from January 1st to December 31st, inclusive.
- (ii) In all cases of termination of service for any reasons other than retirement on superannuation or on attaining maximum retirement age, adjustment will be made for any overpayment of vacation.
- (iii) Employees leaving on superannuation or upon leaving at reaching maximum retirement age are entitled to vacation as follows:
 - (1) If retiring prior to the 1st day of April, they receive half of the usual annual vacation;
 - (2) If retiring the 1st day of April or later, they receive full annual vacation.

8.2 Annual vacations shall commence on the first day back on shift after regular days off.

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

- (a) PROVIDED that they have completed twelve (12) months' continuous service by December 31st, in lieu of eleven (11) Public Holidays, eleven (11) consecutive working shifts plus one (1) additional working shift for any public holiday proclaimed by the City Council or by the Federal or British Columbia Governments in addition to those listed in Article 8.3.
- (b) Those having completed less than twelve (12) months' continuous service by December 31st, shall receive time equivalent to one (1) working shift in lieu of each of the eleven (11) Public Holidays set forth in Article 8.3 which occur during their period of service in the calendar year in which they commence their employment.
- (c) Any Firefighter, Lieutenant, Captain or Fire Dispatcher who is required to work on any of the Public Holidays listed in Section 8.3 herein shall in addition to the entitlement set forth in Section 8.3 Public Holidays receive a payment in cash at the rate of fifty percent (50%) of his regular hourly rate for all their hours spent on duty during a shift which commenced on a public holiday, i.e. commencing at 8:00 a.m. and at 6:00 p.m. on a Public Holiday.
- (d) For purposes of paragraph (c) above, the Public Holidays of Christmas, Boxing Day and New Year's Day shall be deemed to commence at 18:00 hours on the immediately preceding day and conclude twenty-four (24) hours later at 18:00 hours on the day of the Public Holiday, and only the referenced twenty-four (24) hour period shall be eligible to attract the premium rate set out under paragraph (c) above.
- (e) A Joint Holiday Committee shall be established consisting of two nominees of the Fire Chief and two nominees of the Union. Its terms of reference is to schedule all vacations and other holiday leaves of absence with pay.

Upon request by either party, this Committee may be used to meet and advise only on the procedures that apply to the exchange of working shifts. The Committee shall have no power to alter, amend, add to or modify any of the terms of this Agreement or the procedures that apply to the exchange of working shifts.

8.4 All Fire Prevention Inspectors shall be entitled to a holiday with pay on the following public holidays:

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

and any other public holiday proclaimed by the City Council or by the Federal or British Columbia Governments.

- 8.5 Recognizing the unique nature of employees commencing employment late in a calendar year, the City may pay employees hired after May 1st cash in lieu of leave. This arrangement is due to the uniqueness of such situations and is not precedential in nature.

ARTICLE 9: CLOTHING

- 9.1 Upon request of the employee through annual submission of a standard form, the City shall provide every employee who occupies a position listed under Schedule "A" of this Agreement with uniform clothing in accordance with the following schedule:

(a) Captain:

Uniform tunic	1 only every seventh year
Work Jacket	1 only every second year
Cold Weather coat	1 only every fifth year
Raincoat	1 only every tenth year
Trousers	2 pair every year
Shirt, dress	3 each every year
Shirt, winter	1 only every year may be substituted for
a "Shirt, dress"	
Shirt, work	1 only every fifth year
Necktie	1 only every year
Uniform Cap	1 only every second year
Coveralls	1 pair every fifth year
Work Boots	1 pair every year

(b) Lieutenant:

Uniform tunic	1 only every seventh year
Work jacket	1 only every second year
Cold weather coat	1 only every fifth year
Raincoat	1 only every tenth year
Trousers	2 pair every year
Shirt, dress	2 each every year
Shirt, work	2 each every year
Shirt, winter	1 only every year may be substituted for
a "Shirt, work"	
Necktie	1 only every year
Uniform Cap	1 only every second year

Coveralls	1 pair every fifth year
Work boots	1 pair every year

(c) Fire Prevention Inspector:

Uniform tunic	1 only every second year
Work jacket	1 only every second year
Cold weather coat	1 only every fifth year
Raincoat	1 only every tenth year
Trousers	2 pair every year
Shirt, dress	4 each every year
Necktie	1 only every year
Uniform cap	1 only every second year
Coveralls	1 only every fifth year
Work boots	1 pair every year
Oxfords	1 pair every year

(d) Firefighter:

Uniform tunic	1 only every seventh year
Work jacket	1 only every second year
Cold weather coat	1 only every fifth year
Raincoat	1 only every tenth year
Trousers	2 pair every year
Shirt, dress	1 only every fifth year
Shirt, work	3 each every year
Shirt, winter	1 only every year may be substituted for a "Shirt, work"
Necktie	1 only every fifth year
Uniform cap	1 only every second year
Coveralls	1 pair every fifth year
Work boots	1 pair every year

(e) Firefighter upon successful completion of six (6) months' continuous service:

Uniform tunic	1 only
Work jacket	1 only during first year
Work jacket	1 only during second year
Cold weather coat	1 only
Raincoat	1 only
Trousers	2 pair
Shirt, dress	1 only
Shirt, work	3 each
Shirt, winter	1 only every year may be substituted for a "Shirt, work"

Necktie	1 only
Uniform cap	1 only during first year
Uniform cap	1 only during second year
Coveralls	2 pair
Work boots	1 pair

- (f) A Firefighter recruit shall be issued, as part of the above entitlement, a uniform cap, cap badge, one pair of coveralls and a pair of work boots during his first six (6) months of service. In the event that the recruit does not satisfactorily complete his first six (6) months of service, the cap and badge shall be returned to the City and the cost of the coveralls and boots shall be deducted from his final pay cheque.

- (g) Fire Dispatcher:

Uniform tunic	1 only every seventh year
Raincoat	1 only every tenth year
Trousers	2 pair every year
Shirt, dress	3 each every year
Necktie	1 only every year
Uniform cap	1 only every second year
Work oxfords	1 pair every year

- (h) The probationary Fire Dispatcher will not be issued any clothing. Upon the successful completion of his probationary period he will be entitled to:

Uniform tunic	1 only
Raincoat	1 only
Trousers	2 pair
Shirt, dress	3 each
Necktie	1 only
Uniform cap	1 only
Work oxfords	1 pair

- 9.2 The City shall provide the above mentioned employees who have completed their first six (6) months of service with insignia as indicated below. However, all such insignia shall remain the property of the City and shall be returned to the City once the entitlement to wear it has ceased.

Cap Badge: one (1) only, appropriate to rank held.

Lapel Badge: three (3) pairs only appropriate to officer rank held with first issue and one (1) pair only every fifth (5th) year thereafter; and

one (1) pair only for all others appropriate to rank held.

Shoulder Flash: one (1) pair only with every shirt, work jacket and cold weather coat issued.

- 9.3 No employee shall be entitled to any duplication of clothing issue during any one calendar year because of change of rank, change of status or for any other reason.
- 9.4 For the purpose of determining entitlement to any clothing issue the calendar year commencing January 1st shall be used.
- 9.5 Any part of any entitlement may be issued early (prior to the appropriate calendar year) at the discretion of the City.
- 9.6 Any changes in the items of clothing mentioned in this Article shall be finally and conclusively decided and reported to the Purchasing Department by October 1st in each year. The call for tenders will then be issued in time to permit the necessary contract or contracts to be let by December in the same year.
- 9.7 The City shall provide each employee who requires bedding, one pillowcase, one fitted bedsheet and one flat topsheet every five years. Each employee who has already received such issue shall receive an additional issue on each fifth anniversary of his initial issue. It shall be the employee's responsibility to maintain the issue in a clean condition. The City will not be required to launder such issue or to pay for laundering.
- 9.8 (a) The City shall pay for the cleaning of the following items of clothing issue for all employees who are required to wear a uniform in the performance of their duties, in accordance with the maximums specified:
- 1 work or dress shirt per working shift;
 - 1 pair of trousers per 2 working shifts; and
 - 1 work jacket, tunic, cold weather coat, raincoat or vest per 15 working shifts.
- (b) The maximum entitlements referenced under Subsection 9.8(a) above are cumulative only for three-month periods, and such cumulative entitlements may not be carried forward from one three-month period to the succeeding three-month period.
- (c) In the event an employee exceeds his maximum entitlement as set out under Subsection 9.8(a) above in any designated three-month period, such excess usage shall be deducted from his maximum entitlement in a subsequent three-month entitlement period as specified by the City.

- (d) The City shall designate two cleaning outlets, one in the eastern sector of the Municipality and one in the western sector, which will be authorized to perform cleaning for employees as set out under Subsection 9.8(a) above.
- (e) Uniform items cleaned pursuant to Subsection 9.8(a) above may be both deposited at and retrieved from the designated cleaning outlets by the employee or by his designate, while off duty, in accordance with the administrative procedures established by the City from time to time.
- (f) For purposes of this Article 9.8, a working shift is defined as:
 - (i) any regularly scheduled shift for which the employee reports for duty; or
 - (ii) any extra shift for which the employee reports for duty; or
 - (iii) any instance of emergency call-out for which the employee reports for duty.

9.9 Bulletin Admin. 16, Annual Clothing Issue, of the City of Coquitlam Fire Department Manual of Procedures shall become a part of this Agreement as Schedule "E".

ARTICLE 10: FIREFIGHTING EQUIPMENT

- 10.1 The City shall provide each employee covered by this Agreement save and except Fire Dispatchers, with one (1) set of firefighting equipment which shall include rubber boots, helmet, helmet liner, service coat, turnout pants, service belt, leather work gloves and any such equipment as may be recommended by the Fire Chief and approved by the City Manager. In addition each employee who requires bedding shall be issued two (2) blankets.
- 10.2 All such equipment and blankets shall be returned to the City when the employee ceases to perform such duty.
- 10.3 (a) All equipment and blankets mentioned in Section 10.1 shall be maintained and serviced by the City and shall be renewed or repaired upon proof of need.
 - (b) All such equipment and blankets are to be used for Departmental purposes only.

ARTICLE 11: SUPERANNUATION AND RETIREMENT

- 11.1 All employees covered by the provisions hereof, save and except those employees covered pursuant to the provisions of By-Law No. 614 of the City, shall be covered by the provisions of the Pension (Municipal) Act.

- 11.2 Effective 2004 March 18, contributions to the Municipal Pension Plan for all new employees shall commence effective the date of hire.
- 11.3 Each employee of the Fire Department shall, upon reaching the maximum retirement age of sixty (60) years, be superannuated from the Fire Department, effective the end of the calendar month in which he reaches his sixtieth (60th) birthday.
- 11.4 Each employee shall take all due annual vacation and public holiday time and all accumulated vacation time prior to the effective date of such employee's superannuation, provided however, that if he is off work on W.C.B. benefits, he shall receive his vacation and public holiday time in pay.
- 11.5 Subject to the qualifying provision contained in Section 9(1) of the Pension (Municipal) Act:
- (a) The City of Coquitlam agrees to participate in such contributions as are necessary to extend pensionable service of an employee covered by this Agreement up to a maximum of six (6) months. The said extension to represent that time served by the employee in a probationary capacity with the City of Coquitlam which has not heretofore been considered as pensionable service. Such benefit to be subject to the following:
- (1) An employee must have a vested interest in the Pension (Municipal) Plan and to have reached the age of minimum retirement in order to qualify.
- (2) Any employee of the Fire Department who wishes to take advantage of this benefit must give at least six (6) months' notice in advance of the contemplated retirement date and make such arrangements as are necessary at that time regarding his own contributions.
- (3) Cost of increased benefits, as defined by the Superannuation Commissioner, is shared 50/50 by the employee and the City, as per Section 9(1)(b) of the Pension (Municipal) Act.
- 11.6 Effective 2004 March 18, when an employee reaches an income level at any point during a calendar year of \$69,190 (using 2003 as the tax year, such figure to be adjusted annually based on changes in the Yearly Maximum Pensionable Earnings (YMPE) and the maximum pensionable contributions under CCRA rules), the Employer agrees not to make any further Special Agreement deductions from the employee's pay cheque and the Employer will no longer contribute for purposes of the Special Agreement for such employee. Employer contributions will be paid to the employee on their pay cheque and identified as Special Agreement over-contributions.

ARTICLE 12: JOB IMPROVEMENT COURSES

- (a) All job improvement courses initiated in writing at the instance of the Fire Chief shall be considered in-service training; 100% of the cost, including salary, for in-service training to be paid by the City. It is further agreed that no car mileage will be paid by the City for job improvement courses held within School District 43.
- (b) The City will pay seventy-five (75) percent of the tuition, course fees, and books for courses initiated by an individual employee, provided before enrollment the employee has the course approved by the Fire Chief as pertinent to the duties at present or in prospect of the employee and further provided payment will be made upon proof supplied that such courses have been successfully completed by the employee.

ARTICLE 13: LEAVES OF ABSENCE

13.1 Absence from Duty of Union Officials

It is agreed that the following employees shall suffer no loss of pay in absenting themselves from duty in the following instances, providing permission is obtained from the Fire Chief.

- (1) The President and other representative of the Local, or two (2) chosen representatives from the Local, when it is necessary to confer with officials of the City regarding Union business arising from this Agreement and/or Employer/Employee matters.
- (2) It is agreed that any member of the Union who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated shall be granted leave of absence without pay and without loss of seniority by the City for a period of up to one year; such leave of absence may be renewed each year on request during his term of office.
- (3) The Employer agrees that where it is necessary for members of the Bargaining Committee of the Union to leave their employment temporarily for the purpose of settling grievances, the said members shall suffer no loss of pay for the time so spent. Permission for such absence is at the discretion of the Fire Chief.

13.2 Maternity and Parental Leave

(a) Length of Leave

Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed fifty-two (52) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.

- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

(c) Return to Work

On resuming employment, an employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified the Department Head of their intention to return to work pursuant to paragraph (b)(4) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay the employee's share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (2) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Pension (Municipal) Act.

(f) Maternity Leave Supplemental Employment Insurance Benefit Plan

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (a) for the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
 - (b) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.

- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

ARTICLE 14: GRIEVANCE PROCEDURE

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

- (1) Such difference or grievance shall first be taken up in writing with the Fire Chief within seven (7) days of such difference or grievance arising.
- (2) If such difference or grievance is not settled within seven (7) days the Union shall present such grievance or difference in writing to the Chairman of the Joint Grievance Committee. The said Committee shall be comprised of four (4) members, each of whom will have a vote; two (2) to be appointed by the Mayor of the City, one of whom shall be Chairman; and two (2) to be appointed by the Union.
- (3) Should the Joint Grievance Committee be unable, by majority decision, to effect a settlement of such a grievance within seven (7) days of receipt of such grievance by the Chairman, such grievance shall be submitted to a Board of Arbitration of three (3) persons, one of whom shall be appointed by the City 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 the third member shall be appointed within five (5) days by the two members so appointed, and shall be Chairman. Should the members appointed by the parties fail to agree on a Chairman within the said five (5) days, the said Chairman shall be appointed by the Minister of Labour of the Province of British Columbia. 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 of the expenses of

the Chairman. The Board shall finally settle such difference or grievance within ten (10) days after the appointment of the Chairman.

- (4) Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties.

ARTICLE 15: RIGHTS OF MANAGEMENT

The Union agrees that the Management and control of the City's business and the direction and control of the City's work force are vested exclusively in the City, subject only to the limitations imposed upon the City by the provisions of this Agreement.

ARTICLE 16: AGREEMENT IN LIEU OF TOTAL COMPENSATION COMPARISON

It is understood and agreed that in lieu of performing an annual total compensation comparison between the collective agreements of the City of Coquitlam Firefighters' Union and the City of Vancouver Firefighters' Union, the following shall apply:

- (a) Special Agreement - Pension (Municipal) Act

The City shall contribute two and one-half percent (2½%) of each employee's basic monthly salary, to be an additional contribution to Municipal Superannuation, provided that each such employee has completed six (6) months of service and as a condition of employment will be required to contribute two percent (2%) of his basic monthly salary as an addition to Municipal Superannuation.

- (b) Notwithstanding the foregoing, the Employer and the Union agree that bargaining-unit employees on payroll as at 1999 May 17 shall have a one-time only option of electing to participate in the 'Special Agreement' referenced above, or to remain covered by the provisions of Article 16 of the 1995-96 Collective Agreement. Employees shall communicate their decision to the Employer no later than 1999 October 01. It is further agreed that all employees hired after 1999 May 17 shall participate in the 'Special Agreement' and shall not have the option of being covered by Article 16 of the 1995-96 Collective Agreement. Finally, it is agreed between the parties that the Union will not in subsequent years, or in subsequent rounds of collective bargaining, seek to have a renewed option for any employee(s) opting to remain covered by Article 16, to become a participant(s) in the Special Agreement.
- (c) Effective 2004 March 18, the Employer agrees to implement the Article 16 payment for those employees still covered by the Article 16 provision and who did not opt for the Special Agreement Pension, even if the Employer and the Union are still negotiating the renewal of a Collective Agreement in a given calendar year.
- (d) The City shall pay 100% of the premiums for the Medical Services Plan of B.C.

- (e) The City shall pay 75% of the premiums for the Extended Health Benefit Plan, and the employees shall pay 25% of such premiums.
- (f) The Union shall undertake to provide Group Life Insurance coverage for its members, such coverage to include Accidental Death and Dismemberment and Long Term Disability coverage (if made available), the premiums for all of which shall be paid 100% by the employees by payroll deduction and remitted to the Union.
- (g) The maximum gratuity accumulation provided for under Section B(1) of Schedule "D" shall be increased from 30 to a non-renewable, non-replenishable career maximum of 120.

ARTICLE 17: RESIDENCY REQUIREMENTS

- (a) All new employees must reside in the City of Coquitlam or in one of the following adjoining municipalities and must continue to reside within one of these areas while in the City's employ:

- Port Coquitlam
- Port Moody
- Burnaby
- New Westminster
- Vancouver
- Maple Ridge
- Pitt Meadows
- Surrey
- North Vancouver City
- North Vancouver District
- Delta
- Richmond
- Langley City
- Langley Township

- (b) Extended Boundaries

Following submission of a written request, the Fire Chief may permit an employee recruited on or after August 1, 1993 to reside in the following extended area, provided that the total number of such employees who reside in the extended area does not exceed 65% of the total number of members in the Department:

- West Vancouver
- White Rock
- Abbotsford
- Mission

Chilliwack

IN WITNESS WHEREOF the City has caused these presents to be sealed with its Corporate Seal and signed by the Mayor and Clerk, and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf on this ____ day of _____, 2004.

THE CITY OF COQUITLAM:

THE CITY OF COQUITLAM FIRE-FIGHTERS' UNION, LOCAL 1782, I.A.F.F.:

MAYOR

PRESIDENT, LOCAL 1782

CLERK

SECRETARY, LOCAL 1782

SCHEDULE "A"

Rates of Pay

2003 January 01 - 2006 December 31

Key: A = 2003 January 01 - 2003 November 30 E = 2005 January 01 – 2005 September 30
 B = 2003 December 01 - 2003 December 31 F = 2005 October 01 – 2006 March 31
 C = 2004 January 01 - 2004 October 31 G = 2006 April 01 – 2006 December 31 ♦
 D = 2004 November 01 – 2004 December 31

<u>Class Title</u>	<u>Index</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
Captain	*122%	6206	6314	6425	6537	6636	6769	6938
Lieutenant	*112%	5697	5796	5898	6001	6092	6214	6369
Firefighter:								
- 1 st 6 months	7	3491	3552	3614	3677	3732	3807	3903
- 2 nd 6 months	7	3740	3806	3872	3940	3999	4079	4181
- 2 nd year	8	3990	4059	4130	4202	4266	4351	4460
- 3 rd year	9	4488	4567	4647	4728	4799	4895	5018
- 4 th year	1	4987	5074	5163	5253	5332	5439	5575
- 10 th year (on completion of the	1	5087	5175	5266	5358	5439	5548	5687

10th calendar year of service

Fire Prevention Inspector II:

SCHEDULE "A" (cont'd)

Page 2

Key: A = 2003 January 01 - 2003 November 30 E = 2005 January 01 – 2005 September 30
 B = 2003 December 01 - 2003 December 31 F = 2005 October 01 – 2006 March 31
 C = 2004 January 01 - 2004 October 31 G = 2006 April 01 – 2006 December 31 ♦
 D = 2004 November 01 – 2004 December 31

<u>Class Title</u>	<u>Index</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
- 1 st year	*112%	5697	5796	5898	6001	6092	6214	6369
- 2 nd year	*117%	5952	6055	6161	6269	6364	6491	6654
- 3 rd year	*122%	6206	6314	6425	6537	6636	6769	6938
Fire Prevention Inspector I - Grades as per Firefighter								
Fire Dispatcher:								
- 1 st 6 months	7	3491	3552	3614	3677	3732	3807	3903
- 2 nd 6 months	7	3740	3806	3872	3940	3999	4079	4181
Fire Dispatcher (cont'd)								
- 2 nd year	8	3990	4059	4130	4202	4266	4351	4460
- 3 rd year	9	4488	4567	4647	4728	4799	4895	5018
- 4 th year	1	4987	5074	5163	5253	5332	5439	5575
- 5 th year	1	5286	5378	5473	5568	5652	5765	5910
- 10 th year (on completion of the 10 th calendar year of service)	1	5386	5480	5576	5673	5759	5874	6021

SCHEDULE "A" (cont'd)

Page 3

Key: A = 2003 January 01 - 2003 November 30 E = 2005 January 01 – 2005 September 30
 B = 2003 December 01 - 2003 December 31 F = 2005 October 01 – 2006 March 31
 C = 2004 January 01 - 2004 October 31 G = 2006 April 01 – 2006 December 31 ♦
 D = 2004 November 01 – 2004 December 31

<u>Class Title</u>	<u>Index</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
--------------------	--------------	----------	----------	----------	----------	----------	----------	----------

* Captain, Lieutenant and Fire Prevention Inspector II indices are based on the 10th year Firefighter rate. The remainder are based on the 4th year Firefighter rate.

Definition of Working Shift

A working shift shall be based on an average of twelve (12) hours for all employees covered by this Schedule "A", except as provided for in Article 5.1(c).

Bi-Weekly Hours

The bi-weekly hours for all employees that follow the outline of the number 2 system of Section 4 of the Two Platoon Act shall be deemed to be eighty-four (84) hours of work.

Calculation of Salary

Annual Salary:	Twelve (12) times the monthly salary
Bi-Weekly Rate:	Annual salary divided by 26.089
Hourly Rate:	Bi-weekly rate divided by bi-weekly hours.

Ten (10) Year Fire Dispatcher

A ten (10) year Fire Dispatcher rate is agreed to under the following conditions:

(a) A combination of ten (10) years of continuous service, partly as a Firefighter and partly as a Fire Dispatcher. All such time shall be in the employment of the City.

or

(b) Ten (10) continuous years of service as a Fire Dispatcher, all of which is accumulated in the employment of the City.

- ◆ The 2006 April 01 rates represent a two and one-half percent (2½%) increase over the 2006 March 31 rates and are subject to the following provision taken from the Memorandum of Agreement dated 2004 February 18:
 - (i) two and one-half percent (2½%) rounded to the nearest whole dollar (that is, to \$5,575.00). All other existing rank indices shall be maintained.

or

 - (ii) two and one-half percent (2½%) with the new monthly rates rounded to the nearest whole dollar (that is, to \$5,575.00) plus the percentage amount by which the Consumer Price Index (CPI all item market basket) for Vancouver, BC exceeds two and one-half percent (2½%) for the 12 month period ending on 2006 February 28 to a maximum wage adjustment (including any CPI adjustment) of three and one-half percent (3½%). This calculation will be made by comparing the difference of the CPI value for February 2006 over February 2005 and then determining if and by how much the amount exceeds 2.5% up to a maximum of 3.5%. The CPI calculation will be taken to the second decimal place following arithmetical rules of rounding. The new monthly rate calculated from the aforementioned shall be rounded to the nearest whole dollar. All other existing rank indices shall be maintained.

SCHEDULE "B"SENIORITY LISTLIST I

<u>No.</u>	<u>Name</u>	<u>Date of Entry to Fire Dept.</u>	<u>No.</u>	<u>Name</u>	<u>Date of Entry to Fire Dept.</u>
1.	Bolan, M.	Mar. 1, 1971	30.	Robinson, J.	Jan. 10, 1978
2.	Safarik, K.	Sept. 11, 1972	31.	McCabe, J.	Aug. 2, 1978
3.	Turncliff, L.	Sept. 11, 1972	32.	Bourassa, R.	Aug. 4, 1978
4.	Craft, D.	Sept. 25, 1973	33.	Sawyer, R.	Aug. 14, 1978
5.	Day, C.	Sept. 25, 1973	34.	Thomas, R.	Sept. 1, 1978
6.	Ross, D.	Dec. 12, 1973	35.	Kernighan, T.	Jan. 26, 1980
7.	Cook, D.	Aug. 19, 1974	36.	Hurzin, W.	Sept. 15, 1980
8.	Collins, J.	Aug. 19, 1974	37.	Olson, P.	Sept. 15, 1980
9.	Radonich, R.	Aug. 19, 1974	38.	Christianson, S.	Sept. 15, 1980
10.	Boyer, R.	Aug. 19, 1974	39.	Vass, R.	Sept. 15, 1980
11.	Merry, S.	Aug. 19, 1974	40.	MacKenzie, S.	Sept. 15, 1980
12.	Lauwers, G.	Aug. 19, 1974	41.	Meyers, M.	Sept. 15, 1980
13.	Hamilton, D.W.	Oct. 25, 1976	42.	Drummond, P.	Sept. 15, 1980
14.	Levinsky, R.	Nov. 8, 1976	43.	Visscher, E.	Sept. 15, 1980
15.	Tracey, M.	Oct. 25, 1976	44.	Leece, B.	Sept. 15, 1980
16.	MacDonald, R.B.	Nov. 8, 1976	45.	Carman, B.	Sept. 22, 1980
17.	Kahle, K.	Oct. 25, 1976	46.	Wyatt, T.	June 15, 1981
18.	Sinkovits, J.	Oct. 25, 1976	47.	Gates, M.	June 15, 1981
19.	Currie, R.	Feb. 14, 1977	48.	McNulty, K.	June 15, 1981
20.	Gelhorn, G.	July 10, 1977	49.	Bridge, T.	June 15, 1981
21.	Wycherley, J.	July 16, 1977	50.	Lunden, M.	June 15, 1981
22.	Boucher, R.	Sept. 4, 1977	51.	Barber, K.	June 15, 1981
23.	Ariello, F.	Sept. 16, 1977	52.	Berge, G.	June 15, 1981
24.	Mayberry, G.	Jan. 3, 1978	53.	Biagi, I.	June 15, 1981
25.	Pallen, D.	Jan. 3, 1978	54.	Sheriff, J.	Oct. 13, 1981
26.	Douglas, B.	Jan. 3, 1978	55.	Dumore, G.	Nov. 26, 1984
27.	Gordon, R.	Jan. 3, 1978	56.	Copeland, D.	Nov. 26, 1984
28.	Duddy, M.	Jan. 3, 1978	57.	Nyhaug, G.	Nov. 26, 1984
29.	Clift, B.	Jan. 3, 1978	58.	Hamel, R.	July 2, 1985

SCHEDULE "B" (cont'd)LIST I (cont'd)

<u>No.</u>	<u>Name</u>	<u>Date of Entry to Fire Dept.</u>	<u>No.</u>	<u>Name</u>	<u>Date of Entry to Fire Dept.</u>
59.	Sherley, R.	Oct. 14, 1986	89.	Saulnier, K.	Feb. 6, 1997
60.	Vachon, J.P.	Mar. 30, 1987	90.	Milne, R.	Aug. 25, 1997
61.	Gomm, R.	May 23, 1987	91.	Shaw, D.	Aug. 25, 1997
62.	Buglioni, G.	July 6, 1987	92.	Piccolo, S.	Aug. 25, 1997
63.	Weisner, K.	Mar. 23, 1988	93.	Young, S.	Aug. 25, 1997
64.	Mulligan, G.	Mar. 23, 1988	94.	Farina, S.	Aug. 25, 1997
65.	Cousins, D.	Apr. 1, 1988	95.	Robertson, O.	Aug. 25, 1997
66.	Nygaard, B.	Apr. 1, 1988	96.	Burke, A.	Aug. 25, 1997
67.	Senior, G.	July 26, 1988	97.	Denman, R.	June 15, 1998
68.	Aspinall, S.	July 26, 1988	98.	Latrace, T.	June 15, 1998
69.	Gordon, K.	Aug. 29, 1988	99.	McMurdo, J.	June 15, 1998
70.	Skucas, R.	Sept. 5, 1989	100.	Boulanger, T.	June 15, 1998
71.	Shideler, N.	Nov. 19, 1990	101.	Ogloff, J.	June 28, 1999
72.	Van Hove, P.	Nov. 19, 1990	102.	Doerksen, K.	Sept. 13, 1999
73.	Gillespie, T.	Nov. 19, 1990	103.	Iversen, G.	Sept. 13, 1999
74.	London, D.	Nov. 19, 1990	104.	Palm, D.	Sept. 13, 1999
75.	Barron, D.	May 17, 1993	105.	Hindson, J.	Sept. 13, 1999
76.	Gill, R.	May 17, 1993	106.	Beza, P.	Sept. 13, 1999
77.	Martin, G.	Sept. 6, 1994	107.	Rast, R.	Mar. 13, 2000
78.	Robinson, B.	Sept. 6, 1994	108.	Robson, D.	Mar. 13, 2000
79.	Macdonald, J.R.	Sept. 6, 1994	109.	Dorward, C.	Mar. 13, 2000
80.	Scott, R.	Sept. 6, 1994	110.	Holm, B.	Jan. 8, 2001
81.	Beatty, R.	Sept. 6, 1994	111.	Davidson, S.	Feb. 5, 2001
82.	Marshall, S.	Sept. 18, 1995	112.	Beedle, P.	March 4, 2002
83.	Bonifazi, S.	Sept. 18, 1995	113.	Kingsbury, J.	March 4, 2002
84.	Fox, C.	Sept. 18, 1995	114.	Heiti, N.	March 4, 2002
85.	Miller, J.	Apr. 15, 1996	115.	Masterson, T.	March 4, 2002
86.	Hieltjes, R.	Apr. 15, 1996	116.	Ostrowka, S.	March 4, 2002
87.	Banks, C.	Apr. 15, 1996	117.	Ziefflie, B.	March 4, 2002
88.	Barron, P.	July 20, 1996	118.	Olson, J.	March 4, 2002

SENIORITY LISTLIST II

<u>No.</u>	<u>Name</u>	<u>Date of Entry to Fire Dept.</u>	<u>No.</u>	<u>Name</u>	<u>Date of Entry to Fire Dept.</u>
1.	Bolan, M.	Mar. 1, 1971	29.	Clift, B.	Jan. 3, 1978
2.	Safarik, K.	Sept. 11, 1972	30.	Robinson, J.	Jan. 10, 1978
3.	Turncliff, L.	Sept. 11, 1972	31.	McCabe, J.	Aug. 2, 1978
4.	Craft, D.	Sept. 25, 1973	32.	Bourassa, R.	Aug. 4, 1978
5.	Day, C.	Sept. 25, 1973	33.	Sawyer, R.	Aug. 14, 1978
6.	Ross, D.	Dec. 12, 1973	34.	Thomas, R.	Sept. 1, 1978
7.	Cook, D.	Aug. 19, 1974	35.	Hurzin, W.	Sept. 15, 1980
8.	Collins, J.	Aug. 19, 1974	36.	Olson, P.	Sept. 15, 1980
9.	Radonich, R.	Aug. 19 1974	37.	Christianson, S.	Sept. 15, 1980
10.	Boyer, R.	Aug. 19, 1974	38.	Vass, R.	Sept. 15, 1980
11.	Merry, S.	Aug. 19, 1974	39.	MacKenzie, S.	Sept. 15, 1980
12.	Lauwers, G.	Aug. 19, 1974	40.	Meyers, M.	Sept. 15, 1980
13.	Hamilton, D.W.	Oct. 25, 1976	41.	Drummond, P.	Sept. 15, 1980
14.	Levinsky, R.	Nov. 8, 1976	42.	Visscher, E.	Sept. 15, 1980
15.	Tracey, M.	Oct. 25, 1976	43.	Leece, B.	Sept. 15, 1980
16.	MacDonald, R.B.	Nov. 8, 1976	44.	Carman, B.	Sept. 22, 1980
17.	Kahle, K.	Oct. 25, 1976	45.	Wyatt, T.	June 15, 1981
18.	Sinkovits, J.	Oct. 25, 1976	46.	Gates, M.	June 15, 1981
19.	Currie, R.	Feb. 14, 1977	47.	McNulty, K.	June 15, 1981
20.	Gelhorn, G.	July 10, 1977	48.	Bridge, T.	June 15, 1981
21.	Wycherley, J.	July 16, 1977	49.	Lunden, M.	June 15, 1981
22.	Boucher, R.	Sept. 4, 1977	50.	Barber, K.	June 15, 1981
23.	Ariello, F.	Sept. 16, 1977	51.	Berge, G.	June 15, 1981
24.	Mayberry, G.	Jan. 3, 1978	52.	Biagi, L.	June 15, 1981
25.	Pallen, D.	Jan. 3, 1978	53.	Sheriff, J.	Oct. 13, 1981
26.	Douglas, B.	Jan. 3, 1978	54.	Dumore, G.	Nov. 26, 1984
27.	Gordon, R.	Jan. 3, 1978	55.	Copeland, D.	Nov. 26, 1984
28.	Duddy, M.	Jan. 3, 1978	56.	Nyhaug, G.	Nov. 26, 1984

SCHEDULE "B" (cont'd)

Page 4

LIST II (cont'd)

<u>No.</u>	<u>Name</u>	<u>Date of Entry to Fire Dept.</u>	<u>No.</u>	<u>Name</u>	<u>Date of Entry to Fire Dept.</u>
57.	Hamel, R.	July 02, 1985	85.	Milne, R.	Aug. 25, 1997
58.	Sherley, R.	Oct. 14, 1986	86.	Shaw, D.	Aug. 25, 1997
59.	Vachon, J.P.	Mar. 30, 1987	87.	Piccolo, S.	Aug. 25, 1997
60.	Buglioni, G.	July 6, 1987	88.	Young, S.	Aug. 25, 1997
61.	Weisner, K.	Mar. 23, 1988	89.	Farina, S.	Aug. 25, 1997
62.	Mulligan, G.	Mar. 23, 1988	90.	Robertson, O.	Aug. 25, 1997
63.	Cousins, D.	Apr. 1, 1988	91.	Burke, A.	Aug. 25, 1997
64.	Nygaard, B.	Apr. 1, 1988	92.	Denman, R.	June 15, 1998
65.	Senior, G.	July 26, 1988	93.	Latrace, T.	June 15, 1998
66.	Aspinall, S.	July 26, 1988	94.	McMurdo, J.	June 15, 1998
67.	Skucas, R.	Sept. 5, 1989	95.	Boulanger, T.	June 15, 1998
68.	Shideler, N.	Nov. 19, 1990	96.	Doerksen, K.	Sept. 13, 1999
69.	Van Hove, P.	Nov. 19, 1990	97.	Iversen, G.	Sept. 13, 1999
70.	Gillespie, T.	Nov. 19, 1990	98.	Palm, D.	Sept. 13, 1999
71.	London, D.	Nov. 19, 1990	99.	Hindson, J.	Sept. 13, 1999
72.	Barron, D.	May 17, 1993	100.	Beza, P.	Sept. 13, 1999
73.	Gill, R.	May 17, 1993	101.	Rast, P.	Mar. 13, 2000
74.	Martin, G.	Sept. 6, 1994	102.	Robson, D.	Mar. 13, 2000
75.	Robinson, B.	Sept. 6, 1994	103.	Dorward, C.	Mar. 13, 2000
76.	Macdonald, J.R.	Sept. 6, 1994	104.	Holm, B.	Jan. 8, 2001
77.	Scott, R.	Sept. 6, 1994	105.	Beedle, P.	March 4, 2002
78.	Beatty, R.	Sept. 6, 1994	106.	Kingsbury, J.	March 4, 2002
79.	Marshall, S.	Sept. 18, 1995	107.	Heiti, N.	March 4, 2002
80.	Bonifazi, S.	Sept. 18, 1995	108.	Masterson, T.	March 4, 2002
81.	Fox, C.	Sept. 18, 1995	109.	Ostrowka, S.	March 4, 2002
82.	Miller, J.	Apr. 15, 1996	110.	Ziefflie, B.	March 4, 2002
83.	Hieltjes, R.	Apr. 15, 1996	111.	Olson, J.	March 4, 2002
84.	Banks, C.	Apr. 15, 1996			

SENIORITY LISTLIST III

<u>No.</u>	<u>Name</u>	<u>Date of Entry to Fire Dept.</u>	<u>No.</u>	<u>Name</u>	<u>Date of Entry to Fire Dept.</u>
1.	Barron, P.	July 20, 1996	3.	Gomm, R.	May 23, 1987
2.	Saulnier, K.	Feb. 6, 1997			

SENIORITY LISTLIST IV

<u>No.</u>	<u>Name</u>	<u>Date of Entry to Fire Dept.</u>	<u>No.</u>	<u>Name</u>	<u>Date of Entry to Fire Dept.</u>
1.	Ogloff, J.	June 28, 1999	3.	Davidson, S.	Feb. 05, 2001
2.	Gordon, K.	Aug. 29, 1988	4.	Kernighan, T.	Jan. 26, 1980

SCHEDULE "C"

It is agreed that the following procedure shall be used for determining eligibility for promotion within the bargaining unit.

A. Notice of Examination

A written notice is to be posted not less than four (4) months prior to the date set for commencement of the examination procedure. Such notice shall specify the class title of the position for which the examination is to be held, and the date scheduled for the written examination. The posting shall also specify any special training opportunities that are to be provided for examination candidates, and a schedule of dates and times at which such training is to be offered. The schedule of dates and times of training is subject to later revision if this becomes necessary in order to assure that adequate instruction is provided. Any such revision of dates will be worked out by a committee composed of one or more members designated by the Fire Chief and two members designated by the Union.

B. Content of the Examination

Each promotional competition shall consist of a three-part examination procedure which shall include:

1. Written Examination

A written examination composed of multiple-choice type questions based on printed material applicable to the position. Lists of such material shall be maintained by the Fire Chief; and a list shall not be altered within six months prior to a written examination for the position to which the particular list applies. Any such amended list will be submitted to the Union for comment at least thirty (30) calendar days before posting. Printed study material shall be supplemented by special instruction for candidates who wish to take advantage of such a training opportunity. Training will be in the form of one or more formal courses of instruction scheduled within the six (6) month period preceding the written examination. Courses shall be designed to relate to portions of the study material on which the examination is to be based.

2. Periodic Ratings

Periodic ratings from the candidate's personnel file shall be correlated and averaged to obtain a numerical rating which shall become a part of the candidate's examination score. The three most recent ratings of the candidate by his supervisors shall be used. In the event that fewer than three periodic ratings have been prepared for the candidate, only the rating or ratings on file shall be used.

Each List I employee shall be rated no less often than according to the following schedule, by an officer who has served as his immediate supervisor during a substantial part of the preceding twelve months:

- (a) In the case of a probationary member or officer:

Not less than twice during the probationary period.

- (b) In the case of a Firefighter who has completed his probationary service:

Annually.

- (c) In the case of a top-step Firefighter, Lieutenant or Captain:

Every three years.

- (d) In the case of a candidate for a promotional examination:

Within six months of the written examination.

Upon completion of any rating by the supervisor, the rating will be signed by the employee and by the supervisor, and forwarded to the Fire Chief for review. The Fire Chief or a subordinate Chief Officer or Acting Chief Officer assigned by the Fire Chief shall review and sign the rating. The reviewing officer may make any changes he deems to be appropriate in the rating, but any rating that has been changed must again be reviewed and countersigned by the employee and the supervisor involved.

In the event there is a disagreement between the employee and the supervisor or reviewer at the time the rating is first completed or reviewed, the employee may decline to sign the rating until the review process has been completed.

To complete the review process, the rating will be returned to the Fire Chief who shall sign the rating and see that the rating becomes a part of the employee's departmental file.

In addition to the routine ratings required by the Department, a rating shall be prepared within fourteen days of the expiration of an employee's probationary period.

A rating may also be prepared at any time that a supervisor considers that there has been a decline in the standard of work being performed by a subordinate.

Ratings shall be prepared on a standard form supplied by the Fire Chief which has been developed in consultation with the Union; and such form shall not be altered without prior agreement of the Union.

3. Oral Interview

An oral interview be held before a board of three members consisting of the Fire Chief or his nominee as Chairman, a personnel officer of the City and a senior member of the Fire service not currently employed by the City of Coquitlam.

The purpose of the oral interview shall be to determine the candidate's suitability for promotion, and his potential for success in the position for which he is a candidate. The oral board shall be obligated to review all periodic ratings in the file of the individual to be interviewed.

C. Review of the Written Examination Phase

After completion of the written examination, candidates wishing to do so may arrange through the Fire Chief for an appointment to review a keyed copy of the examination questions. A candidate may protest in writing any question from the examination. This shall be done on a standard form supplied by the Fire Chief. The identity of the protestor shall be protected as in F.1 "Confidentiality of Examination Results". Such form shall indicate the reason or reasons the protestor petitions that the specific question be:

- (a) Thrown out
- (b) Have the keyed answer changed
- (c) Have more than one answer be allowed as correct.

As soon thereafter as feasible, a board of three (3) senior Fire service officers (rank of Captain or higher) shall be appointed by the Fire Chief to review the written examination questions and all protests received, and shall determine the final examination key. The decision of the review board shall be final and binding. Terms of reference for the review board shall be prepared by the Fire Chief, and shall be available for reference at the time a promotional examination is posted.

D. Scoring of the Examination

The three methods of qualifying will be so weighted that the periodic ratings account for thirty (30) percent, the written examination accounts for thirty-five (35) percent and the oral interview accounts for thirty-five (35) percent of the final composite score.

To be successful in the examination, the candidate must achieve a score of not less than sixty (60) percent in each of the three phases of the examination: i.e., the written examination, the oral interview and the periodic ratings, and must achieve a composite score of not less than sixty-five (65) percent.

A candidate who fails to achieve a score of sixty (60) percent in the written examination shall not be denied the opportunity to participate in the oral interview phase of the examination process. Furthermore, he shall have the opportunity to petition to rewrite once the written examination. Any such rewrite shall be completed within not less than thirty (30) nor more than forty-five (45) calendar days from the date of the original written examination. The new written examination shall be different in specific context and shall be designed to be not less difficult than the original examination.

E. Right of Appeal of Examination Results

A candidate may appeal his examination result by writing to the Fire Chief within seven (7) calendar days of receipt of such results. Appeals will be considered by an Examination Board appointed by the City Manager within fourteen (14) days of receipt by the Fire Chief of an appeal. The decision of the examination board shall be final and binding.

F. Confidentiality of Examination Results

1. Proper procedures shall be followed to ensure that examination papers cannot be identified as to the writer until such time as the final examination key has been established and the papers have been scored and the oral interview has been completed and the results tabulated.
2. Upon completion of the examination process, the Fire Chief shall be responsible to see that:
 - (a) an eligibility list is revised showing the inclusion of names and eligibility expiration dates of all successful candidates, in order of seniority except as provided in F.3 below; and that copies of such eligibility list are provided for posting in all manned Fire Halls and a copy will be provided to the Union within seven (7) calendar days of posting.
 - (b) each candidate is advised in writing of his own marks in the competition and of his rights to appeal.
3. An individual who for any reason does not become eligible for promotion as provided for herein and who does subsequently become eligible will take a

position for promotion on the appropriate eligibility list after those persons already deemed eligible in prior examinations and without the right to replace them solely by virtue of departmental seniority.

G. Eligibility Lists

1. Two Eligibility Lists shall be maintained by the Fire Chief. There shall be one list of names of individuals eligible for promotion to the position of Fire Lieutenant, and a second list of names of individuals eligible for promotion to the position of Fire Captain. Names on the eligibility lists shall be ranked in order of eligibility for promotion. When the eligibility for promotion of any individual changes as the result of his completing the examination process successfully, being promoted, or for any of the reasons set forth in Section "G.3" below, the appropriate eligibility list shall be revised and reposted within seven (7) calendar days.
2. A Captain eligible shall be considered to be qualified for, and will be included on any eligibility list for Lieutenant which is revised while his eligibility for Captain is valid. The individual's name shall then remain on the eligibility list for Lieutenant for a maximum of five years or until he is promoted or his eligibility is extended or expired as provided for in Section "G.3" below.
3. An individual will lose his position on an eligibility list if any of the following occurs:
 - (a) The individual is promoted and can no longer be considered to be available for the position for which he is eligible.
 - (b) The individual ceases to be an employee of the City of Coquitlam.
 - (c) The individual's eligibility has ceased because of his willful failure to attend at least eighty-five percent (85%) of the scheduled training provided under Schedule "C" for a promotional examination for the highest rank for which he is an eligible; even though it is not necessary for him to write the examination in order to maintain his position as an eligible in that particular year.
 - (d) The individual's eligibility for promotion has expired as the result of the passage of five years from the date of his successful qualification or requalification for promotion.

4. Notwithstanding the provisions of Subsections 'G(3)(c)' and 'G(3)(d)' above, and subject to the discretion of the Fire Chief, an officer candidate shall be considered to be eligible for, and shall be included on one or both of the Eligibility Lists referenced in G(1) above as the case may be, if he has served in an acting capacity as an officer in that rank or a superior rank at least fifty percent (50%) of all available working shifts (i.e., exclusive of Annual Vacation and Public Holiday Leave) for which his assigned shift was scheduled during any one of the five immediately preceding years.

H. Filling a Vacancy in a Promotional Position

When a vacancy exists in a promotional position for which an eligibility list is in existence, the Fire Chief shall certify for promotion the senior ranking individual on the eligibility list.

Once an eligibility list has been posted, no appointment shall be made from that list until a minimum period of fourteen (14) days has elapsed.

SCHEDULE "D"SICK LEAVE AND LIEU DAY PLANSA. SICK LEAVE

A sick leave plan based on the following, shall apply to all employees covered by this Agreement:

1. No sick leave with pay shall be granted except after six (6) months' continuous service in the employ of the Fire Department.
2. Sick leave of nine (9) working shifts shall be credited semiannually on June 30th and December 31st, commencing with the completion of the first six (6) months of service at which date nine (9) working shifts' credit shall be given.
3. When sick leave is earned for a period of less than six (6) months, a month shall be equivalent to a credit of one and one-half (1½) shifts and no credit shall be given for part of a month.
4. Sick leave may be accumulated to a maximum of one hundred and fifty (150) working shifts.
5. A deduction shall be made from accumulated sick leave credits of all working shifts absent with pay due to illness except those resulting from an accident on the job for which the employee is covered by Workers' Compensation.
6. Sick leave credits at a given date shall be accumulated credit at the last semi-annual date less any sick leave with pay taken subsequent to that date.
7. Any employee covered by this Agreement shall, before returning to work following illness or injury, sign a declaration form supplied by the City certifying that in his opinion he was unable to work as a result of illness or injury.
8. Full sick leave credit will be given for absence in the following circumstances:
 - (a) Accident on job (Workers' Compensation case)
 - (b) Leave due to illness with pay
9. No credit will be given in the following circumstances:
 - (a) Leave without pay
 - (b) Suspension without pay

10. An employee may use sick leave credits for time lost through accidental injuries provided that if he should later make a claim or commence an action for damages against a third party in respect of such injuries, he shall include therewith a claim for loss of wages and shall reimburse the City to the extent that he recovers in respect of the claim for loss of wages. After receipt of such monies the City shall credit the employee with the number of sick days equivalent thereto and any resultant gratuity days to which he may be entitled.

B. LIEU DAYS

1. How Accumulated

A credit of one and one-half (1½) working shifts shall be credited to each employee for each complete half of every calendar year worked by him, and such working shifts may be accumulated to a non-renewable, non-replenishable career maximum of one hundred twenty (120).

2. Deductions

A deduction is made from the current year's lieu days credits for all days absent on sick leave with pay, except that such deduction shall not exceed one and one-half (1½) working shifts in any half of any one (1) calendar year. The total lieu days credited to each employee semi-annually will remain to such employee's credit regardless of time lost in any subsequent year through illness or any other reason.

3. Payment of Lieu Days

The earned lieu days will be paid to an employee, provided he has completed at least three (3) years' service with the Fire Department:

- (i) When he elects prior to the end of any calendar year but subsequent to the completion of such service, to be paid in cash for the lieu days that he has accumulated up to and including the year in which such election is made, the employee shall be paid therefore in the following calendar year after February fourteenth (14) on any regular pay day chosen by him, which payment shall be computed on the basis of his regular rate of pay in effect in that year.
- (ii) When he leaves the service of the City, which payment shall be computed on the basis of his regular rate of pay in effect in that year.

C. STATEMENT

The City will supply to the Union in the month of January in each year, an up-to-date list showing with respect to each and every employee, the accrued unused sick leave and lieu days accumulated to December 31st in the year immediately preceding.

D. FOR THE CALENDAR YEAR 1985

(a) For the period from 1985 January 01, to and including 1985 December 31, instead of being entitled to the benefits and subject to the conditions contained in paragraphs B(1) and B(2) of Schedule "D", each employee shall be credited with one (1) working shift for each completed, consecutive four (4) calendar months of service, provided that deductions shall not exceed one (1) working shift in any one four (4) month period or for any one illness. In addition, any employee who is not absent on sick leave at all during the calendar year, shall be entitled to one (1) additional shift's credit, thereby making a total of four (4) working shifts' credit for 1985 only. (Such working shifts may be accumulated to a non-renewable, non-replenishable career maximum of one hundred twenty (120).)

(b) Commencing at 11:59 p.m. on 1985 December 31, the employees shall again be bound by the provisions of paragraphs B(1) and B(2) of Schedule "D", unless on or before March 31, 1986 they agree in writing to reinstitute the provisions of Section D(a) herein for a further period.

E. (a) Notwithstanding the specific date references contained within Subsection D of Schedule "D", the provisions of Schedule "D", D(a) shall apply for any calendar year in which the average sick leave usage of the employees of the bargaining unit remains at or under six (6) days per man.

(b) In the event that the average sick leave usage of the employees of the bargaining unit exceeds six (6) days per employee per year, then for that calendar year gratuities shall be credited in accordance with paragraphs B(1) and B(2) of Schedule "D", and the provisions of Subsection "D" shall not again apply unless and until the average sick leave once again attains or falls below six (6) days per employee per year.

(c) For purposes of the foregoing, sick leave usage shall be calculated on a calendar year basis, that is, January 01 – December 31. The calculations shall include all recorded sick leave charged to the City, and usage shall be averaged on the basis of the number of bargaining unit members employed as at December 31 in each calendar year.

(Typed on City of Coquitlam Fire Dept. Manual of Procedures form)

SCHEDULE "E"

Bulletin No. Admin. 16

73-06-30 BF

To: All Fire Department Personnel

Subject: Annual Clothing Issue

For the purpose of administering contract provisions dealing with annual clothing issue a standard form is provided (see Page 16-2).

Early in each calendar year the Uniform Entitlement form will be completed in duplicate by the Fire Chief for each employee. The three columns "Quantity Allowed", "Prior Size" and "Date of Last Issue" will be filled in with the appropriate information.

It will be the responsibility of the employee to verify the information provided to his own satisfaction. The employee will then fill in the remaining columns indicating the quantity of clothing he requests and any size changes required.

One of the two copies will be returned to the Fire Chief by the employee - the other copy may be retained by the employee as a personal record.

SCHEDULE "E" (cont'd)

CFD-P-26

Date

TO:
FROM: Fire Chief, City of Coquitlam
SUBJECT: UNIFORM ENTITLEMENT FOR YEAR 20__

According to Fire Department records, your uniform entitlements for the year shown are as indicated below. As this clothing is provided on request of the employee, please fill in the necessary information and return to this office within fourteen (14) days.

If you wish to request changes in the clothing sizes specified, please indicate such changes in the spaces provided. The decision whether or not to accept all uniform entitlement is strictly the option of the employee and no inducements or criticism will be made by the Fire Department or the Municipality. An employee who foregoes all or part of his entitlement will be able to claim it at a future date; however, entitlement is not accumulative.

<u>Item</u>	<u>Quantity Allowed</u>	<u>Quantity Desired</u>	<u>Prior Size</u>	<u>Size Change</u>	<u>Year of Last Issue</u>	<u>Date Issued</u>	<u>Rec'd Init.</u>
Bedding	_____	_____	_____	_____	_____	_____	_____
Pillow	_____	_____	_____	_____	_____	_____	_____
Cap, Uniform, Ea.	_____	_____	_____	_____	_____	_____	_____
Coat, Uniform Tunic, Ea.	_____	_____	_____	_____	_____	_____	_____
Insignia, Hat	_____	_____	_____	_____	_____	_____	_____
Insignia,Shirt	_____	_____	_____	_____	_____	_____	_____
Slip-On Epauettes	_____	_____	_____	_____	_____	_____	_____
Insignia, Tunic	_____	_____	_____	_____	_____	_____	_____
Service Bar	_____	_____	_____	_____	_____	_____	_____
Jacket, Work, Ea.	_____	_____	_____	_____	_____	_____	_____
Necktie, Ea.	_____	_____	_____	_____	_____	_____	_____
Coat, Cold Weather, Ea.	_____	_____	_____	_____	_____	_____	_____
Raincoat, Ea.	_____	_____	_____	_____	_____	_____	_____
Shirt, Dress, Ea.	_____	_____	_____	_____	_____	_____	_____
Shirt, Work, Ea.	_____	_____	_____	_____	_____	_____	_____
Shirt, Winter	_____	_____	_____	_____	_____	_____	_____
Shoes, Oxford,Pr.	_____	_____	_____	_____	_____	_____	_____
Shoes, Work Boot, Pr.	_____	_____	_____	_____	_____	_____	_____
Coverall, Pr.	_____	_____	_____	_____	_____	_____	_____

KEY: APM means as per measure as recorded by the supplier. It is the individual's responsibility to present himself for remeasurement when necessary.

CFD-P-26

PROTECTIVE CLOTHING & EQUIPMENT ISSUE

	<u>SIZE</u>	<u>YEAR ISSUED</u>	<u>YEAR REPLACED</u>	<u>RECEIVER'S INITIALS</u>
Turnout Coat	_____	_____	_____	_____
	(chest)			
Turnout Pants	_____	_____	_____	_____
	(waist)			
Helmet (Comp.)	<u>NA</u>	_____	_____	_____
Rubber Boots	_____	_____	_____	_____
Bucking Strap	<u>NA</u>	_____	_____	_____
Safety Strap	<u>NA</u>	_____	_____	_____
Hydrant Wrench	<u>NA</u>	_____	_____	_____
Tool Belt	_____	_____	_____	_____
	(waist)			
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

DETAILED TURNOUT COAT & PANT MEASUREMENT (inches)

Weight	_____	Leg Inseam (Same as dress pants)	_____
Height	_____	Arm Length (Same as dress shirt)	_____
Chest	_____	Usual Jacket Size	_____
Waist	_____		
Hips	_____		

COMMENTS/REMARKS: _____

SCHEDULE "F"LETTER OF INTENT

The purpose of this Letter of Intent is to record the agreement of the parties to co-operate in maintaining the Fire Captain Eligibility List at a constant twelve (12) employees and the Fire Lieutenant Eligibility List at a constant sixteen (16) (effective 2004 March 18, twenty (20)) employees given the current number of Fire Department companies. These employees will be deemed readily available for acting assignments.

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

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

Signed this 20 day of December, 1979 in the District of Coquitlam in the province of British Columbia.

SIGNED ON BEHALF OF THE DISTRICT OF
COQUITLAM

AGREED ON BEHALF OF LOCAL 1782,
I.A.F.F.

"R.J. Moffat"

"J.C. Gibson"

"Chris Thomas"

SCHEDULE "G"

1993 June 20

Mr. Ray Boucher
President
I.A.F.F. Local 1782
c/o Town Centre Firehall

Dear Mr. Boucher:

Re: Application of Article 5.2 - Extra Shifts

I am writing further to my letter dated 1993 April 01 concerning the above-referenced matter as it arose out of the McCabe Grievance. As you are aware, subsequent to my 1993 April 01 letter, the City and the Union agreed to amend Article 5.2(a)(i) by including reference to party shifts and by stipulating that any time worked pursuant to Article 5.2(a)(i) will attract a three (3) hour minimum at the rate of X1½.

The foregoing amendments to Article 5.2(a)(i) had the consequential affect of deleting Articles 5.2(a)(ii) and 5.2(d) as they appeared in the 1991-92 Collective Agreement; this in turn caused Article 5.2(a)(i) to be renumbered as 5.2(a).

The amendments to Article 5.2(a)(i) also have the affect of varying the application of the Article as set out in my 1993 April 01 letter, such that the application should now be defined as follows:

- I. Article 5.2(a) - Extra Shifts (i.e., X1½ for all hours worked with a three (3) hour minimum at X1½) shall form the basis of payment in the following circumstances:
 - (a) when an on-duty member elects to remain at work for purposes of working an additional complete shift; no minimum period of notice shall apply in this circumstance; or
 - (b) when an off-duty member agrees or is required to work an additional complete shift or a part of a shift; such work may be either pre-scheduled or be assigned a minimum of one-half (½) hour prior to the time the member is to report for duty; work assigned pursuant to this Item (b) may be identified by the Department as being mandatory.
- II. Article 5.2(b) - Callout (i.e., X2 for all hours worked with a minimum of three (3) hours at X2) shall therefore apply in those circumstances wherein a member is required by the

SCHEDULE "G" cont'd

Page 2

Letter to Mr. Ray Boucher
1993 June 20
Page 2

Department to report for duty and is provided less than one-half (1/2) hour of notice to report for such duty.

- III. Article 5.2(c) - Overtime (i.e., X1½ for the first two (2) hours worked, X2 for all hours thereafter) shall therefore continue to apply in the following circumstances:
- (a) when an on-duty member is required to remain at work beyond the completion of his shift for an unspecified period of time, or a specified period of time which is less than a complete shift; or
 - (b) when a member is pre-scheduled to report for duty for a specified period of time prior to the commencement of his regular shift.

I trust that the foregoing accords with your understanding of the impact of the amendments made to Article 5.2(a)(i), and request that you so indicate by returning a signed copy of this correspondence enclosed herewith for that purpose.

Yours Truly

I concur

"F.G. Klewchuk"

F.G. Klewchuk
Personnel Director

"Chris Thomas" for

Ray Boucher
President, I.A.F.F. Local 1782

FGK/

Enclosure

SCHEDULE "H"2000-2002 NEGOTIATIONS1. Field Trainers and Staff Rotation

Effective within four (4) months following 2001 November 05, a Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer.

The Committee shall meet as often as necessary to develop a Letter of Understanding that will govern the terms and conditions applicable to the establishment of Field Trainers which will assist in training for employees. Alternate work weeks and some type of premium payment are subjects for discussion. Further, the Committee shall establish a process so that new employees will spend time in Fire Prevention within their first three (3) years of employment.

The Committee shall report its findings and recommendations to the respective bargaining committees for the renewal of the next Collective Agreement. Where a recommendation is approved by the principals of both parties, such recommendation may be implemented prior to the next round of collective bargaining.

LETTER OF UNDERSTANDING

between

THE CITY OF COQUITLAM

and

THE COQUITLAM FIREFIGHTERS' UNION, I.A.F.F. LOCAL 1782

RE: TEMPORARY REALIGNMENT OF WORK SCHEDULES

1. In the event that the Department realigns the work schedule of an employee working on the 2-platoon system for a period of time known to be twenty-eight (28) calendar days or less, then
 - (a) his realigned work schedule shall conform to the standard set out under the Fire Department Act for the 2-platoon system EXCEPT that the realigned schedule shall contemplate up to four (4) day shifts of ten (10) hours each (as opposed to two (2) day shifts followed by two (2) night shifts); or
 - (b) to the extent that the employee's realigned schedule varies from the 2-platoon model set out under the Fire Department Act (other than the two (2) night shifts being adjusted to two (2) ten (10) hour day shifts) then such variation shall attract the appropriate premium payment(s) as contemplated by the Collective Agreement between the parties.
2. In the event that the Department temporarily reassigns an employee working on the 2-platoon system for a period of time known to be more than twenty-eight (28) calendar days, then the reassignment shall conform to the terms and conditions set out under Article 5.1(c)(ii) of the Collective Agreement between the parties, and all benefits referable to hours worked shall commence being credited and debited in accordance with hours worked pursuant to Article 5.1(c)(ii). To the extent that the reassigned work schedule varies from that set out under Article 5.1(c)(ii), the appropriate premium payment(s) contemplated by the Collective Agreement between the parties shall be triggered.
3. Notwithstanding Items No. 1 and 2 above, the Department may realign the work schedule of an employee for the purpose of either delivering or receiving formalized courses of instruction without attracting the premium payments noted above, provided that any portion of the realigned work schedule does not exceed four (4) consecutive ten (10) hour days.

LETTER OF UNDERSTANDING (cont'd)

DATED this 28th day of July, 1993, in the City of Coquitlam.

FOR THE EMPLOYER:

FOR THE UNION:

"Norman A. Cook"

"Chris Thomas"

"R. D'Angelo"

"Scott MacKenzie"

"Bruce B. Johnson"