

2007-2009

COLLECTIVE AGREEMENT

between

THE CITY OF PORT MOODY

and

THE PORT MOODY FIREFIGHTERS' UNION, LOCAL 2399,

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

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THIS AGREEMENT

BETWEEN:

THE CITY OF PORT MOODY
(hereinafter called "the City")

OF THE FIRST PART

AND:

THE PORT MOODY FIREFIGHTERS' UNION, LOCAL 2399,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(hereinafter called "the Union")

OF THE SECOND PART

ARTICLE I COVERAGE

WHEREAS the City is an Employer within the meaning of the Labour Relations Code, being Chapter 244 of the Statutes of British Columbia, 1996;

AND WHEREAS the Union is the duly certified bargaining authority for those employees of the City employed by the Fire Department at Port Moody, excepting:

The Fire Chief, Deputy Fire Chief
Clerical workers and other office staff.

THIS AGREEMENT shall constitute the wages and working conditions for the employees in respect of whom the Union is so certified. The word "Department", when used in this Agreement means the Fire Department of the City.

ARTICLE II UNION SECURITY

Section 1: Union Dues

All employees covered by the Union Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction, provided membership in the Union remains on a voluntary basis and is not a condition of employment. This deduction shall become effective on the first day of the month coincident with or next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the City on the final day of the first pay period in that month. Deductions shall be made in respect of all subsequent months provided an employee works any part of the month. These arrangements shall remain in effect for so long as this Union remains the recognized bargaining authority.

Section 2: Security Regarding Amalgamation

In the event the City Fire Department amalgamates with Coquitlam and/or Port Coquitlam or any other municipality, all employees of the Port Moody Fire Department, at the time of amalgamation will remain at the Port Moody Fire Hall. All employees will retain their positions and seniority. A transfer to another hall will be made only on request of the City and subsequent agreement to such a transfer by the employee. A transfer by an Employer of employees of Port Coquitlam and/or Coquitlam or any other municipality to the Port Moody Fire Hall will be made with the understanding that said employee(s)' seniority will be below that of the Port Moody Fireman who had the least amount of seniority at the time of amalgamation. It is understood and agreed that this Article II, Section 2, shall terminate on and be of no affect for any period after 2009 December 31.

Section 3: Amalgamation of Fire Departments/Agreement Binding on Successors and Assigns on Both Parties, Regardless of Changes in Management, Consolidation, Merger, Transfer, Annexation and Location

In the event amalgamation of Fire Departments occur, this Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto. It is understood and agreed that this Article II, Section 3, shall terminate on and be of no affect for any period after 2009 December 31.

ARTICLE III REMUNERATION

Section 1

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

Section 2: Pay for Acting Senior Capacity

- (a) Any person 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 the employee normally holds shall be paid at the rate for the senior position or rank while so acting.
- (b) When an employee is required to assume the duties and responsibilities of a rank higher than that which the employee normally holds for an accumulated total of at least six (6) months in any calendar year or sixteen (16) consecutive working days immediately prior to taking vacation, the employee shall be paid at the rate for the higher rank for the vacation period, any necessary adjustments to be made at the end of the calendar year.

Section 3: Instructor Pay

Effective 2009 March 24:

When an employee is a certified instructor and is required to instruct courses in the First Responder Program, Tech Rescue, Fire Boat Operation, and/or Auto Extrication, that employee shall be paid a ten percent (10%) premium for the hours the employee spends instructing. The Employer may designate additional training programs to qualify pursuant to this provision.

ARTICLE IV WORKING CONDITIONS

Section 1: Probationary Period

- (a) New employees shall be considered to be on a probationary basis until the completion of twelve (12) months' satisfactory service. If such person continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall date back to the original date of employment.
- (b) Effective 2009 March 24, where an employee is absent from work during their probationary period for a cumulative total of one (1) or more months the probationary period shall be extended by a period equal to the total time absent.
- (c) This probationary period shall be for the purpose of determining a person's suitability for permanent employment. At any time during this period employment may be terminated if it can be satisfactorily shown the employee is unsuitable for employment.
- (d) Suitability for employment will be decided on the basis of factors such as the employee's:
 - (i) quality of work;
 - (ii) ability to work harmoniously with others;
 - (iii) conduct;
 - (iv) ability to meet firefighting standards set by the City.

Section 2: Promotional Policy

With regard to promotions, it is agreed that, other things being equal, effect shall be given to seniority.

Section 3: Promotions to Higher Positions or Transfers

All appointments, promotions and transfers shall be on the basis of the first six (6) months being probationary. If, during the probationary period, the City decides the employee shall relinquish the new position, the employee shall have the privilege of reverting to the employee's former position without loss of seniority. Similarly, if the employee finds that he or she is unable to perform the duties of the new position, the employee shall so inform the City prior to the expiration of the six (6) month probationary period and the employee shall then relinquish the new position, but shall have the privilege of reverting to his/her former position without loss of seniority.

Section 4: Retirement

Upon reaching the maximum age of sixty (60) years, each employee covered by this Agreement shall without exception be retired from the Fire Department effective the end of the calendar month in which the employee reaches his/her sixtieth (60th) birthday.

ARTICLE V HOURS OF WORK AND OVERTIME

Section 1: Hours of Work

The hours of duty for employees covered by this Agreement are as follows:

- (a) The employees occupying positions set forth in Group 1 of the said Schedule "A" shall work an average of forty-two (42) hours per week.
- (b) Fire Prevention Inspectors and Training Officers shall work a thirty-five (35) hour week.

Section 2: Extra Shifts

Where an employee agrees to work or is required by the City to work a shift or shifts in excess of his/her 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 the employee's regular hourly rate for such excess shifts; PROVIDED HOWEVER, that if an employee does not receive all of the time off earned by him or her under this Section 2 by December 31 of the year next following the year in which such time off was earned, the employee shall be paid in cash therefor based on the employee's regular rate of pay in effect on December 31 of the year next following the year in which such time off was earned.

Section 3: Overtime

(a) Overtime Rates

An employee who is required to work overtime immediately following the completion of a regular shift shall be paid at one and one-half (1½) times the hourly rate of the employee for the first two hours and two (2) times the 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 Section, all time worked by such employee from the time the employee completes his/her regular shift until the employee returns (if the employee's duties required him or her to leave the regular place of work) to the employee's regular place of work (e.g., the Fire Hall at which the employee is stationed) and has been relieved of further duties, shall be deemed to be overtime.

(b) Callout

Except as provided in Section 2, an employee reporting for work on the call of the City at any time other than the employee's regular working hours shall be paid at the rate of two (2) times his/her regular rate of pay for the entire period spent at the employee's place of

work in response to the call, with a minimum of three (3) hours at the rate of two (2) times his/her regular rate of pay.

- (c) Notwithstanding anything contained in Section 3(b), an employee reporting for work on the call of the City on any of the statutory holidays described in Article VI, Section 2(a), other than the employee's regular working hours, shall be paid at the rate of triple his/her regular rate of pay for all hours worked during the statutory holiday in response to the call, and double time thereafter, with a minimum of three (3) hours at the rate of triple the employee's regular rate of pay.

Section 4: Calculation of Overtime

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

$$\frac{\text{Monthly Rate} \times 12}{26.089} = \text{bi-weekly rate (rounded to 2 decimal places)}$$

$$\frac{\text{Bi-weekly Rate}}{\text{Bi-weekly Hours}} = \text{hourly rate (rounded to 4 decimal places)}$$

The figure 26.089 is derived as follows:

365¼ days (the average over four years allowing for a leap year) divided by 14.

Section 5: Extra Shifts – Training

Effective 2009 March 24:

Employees may be temporarily rescheduled from the two-platoon schedule to work straight day shifts (4 shifts = 5 calendar days) in order to facilitate accommodation of training activities or the performance of special assignments. Eight (8) duty shifts' notice will be given to any employee being temporarily rescheduled from their shift to accommodate training.

ARTICLE VI VACATIONS AND STATUTORY HOLIDAYS

Section 1: Entitlement

Paid annual vacations for all persons covered by this Agreement shall be allowed as follows:

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the "Employment Standards Act".

All vacations shall commence on the first duty shift after the employee's days off.

- (b) 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.

- (c) During the second calendar year of service - eight (8) duty shifts.
- (d) During the third up to and including the tenth calendar year of service - twelve (12) duty shifts.
- (e) During the eleventh up to and including the twenty-third calendar year of service, except during the twenty-first calendar year of service - 16 duty shifts.
- (f) During the twenty-first, twenty-fourth and all subsequent calendar years of service - 20 duty shifts.
- (g) After the completion of twenty (20) years' service, sixteen (16) additional duty shifts will be granted as annual leave, to be taken before the completion of twenty-five (25) years of service, at the option of the employee, and that a similar allowance be made at the completion of twenty-five (25) years' service and each subsequent five (5) year period thereafter. PROVIDED HOWEVER, when an employee who is entitled to additional leave under this Article VI, Section 1(g), elects to take such leave, the employee 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 the employee 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 the Chief's opinion, the exigencies of the Department necessitate such refusal, but such applications shall not be unreasonably refused by the Fire Chief.

Long service leave may be taken from January 1st in the calendar year in which the qualifying anniversary occurs, provided however, that if an employee exercises this privilege and fails to remain in employment with the City for any reason until the employee's anniversary date in that year, he or she must reimburse the City for the cost of the employee's long service leave.

- (h) 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 (1/2) worked to the date of termination.

PROVIDED THAT:

- (i) "Calendar year", for the purposes of this Agreement, shall mean the twelve (12) month period from January 1st to December 31st, inclusive.
- (j) In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation.
- (k) Employees leaving on superannuation or upon leaving at reaching maximum retirement age are entitled to vacation as follows:
 - If retiring prior to April 1st, they receive one-half (1/2) of the usual annual vacation;

- If retiring April 1st or later, they receive the full annual vacation.

Section 2: Statutory Holidays

- (a) Those employees who are employed in the positions set forth in Group 1 of said Schedule "A" (which employees are hereinafter in this Section 2(a) and in Section 2(b) referred to as Group 1 employees) and who have completed twelve (12) months' continuous service by December 31st, shall receive in each calendar year, in lieu of eleven (11) general holidays, time equivalent to eleven (11) duty shifts.

An additional duty shift off shall be allowed for each other day declared to be a Public or Civic Holiday by Municipal, British Columbia Provincial or Federal Governments.

EXCEPT THAT:

- (i) All employees who are hired after January 1st in any calendar year commencing in the year 1975 shall receive time equivalent to each of the eleven (11) general holidays which occur during their period of service in the calendar year in which they commence their employment and such holidays shall be taken immediately after (and without any time intervening) the annual vacations referred to in Article VI, Section 1; a fraction of a duty shift shall be calculated to the nearest whole number;
 - (ii) All employees who leave the service on superannuation or upon reaching maximum retirement age prior to April 1st in any calendar year shall receive time equivalent to one-half ($\frac{1}{2}$) of the allotted duty shifts in lieu of any general holidays to which they may have been otherwise entitled under this Agreement;
 - (iii) All employees who leave the service on superannuation or upon reaching maximum retirement age on or after April 1st in any calendar year shall receive time equivalent to eleven (11) duty shifts in lieu of any general holidays to which they may have been otherwise entitled under this Agreement.
- (b) If an employee whose duties normally require such employee to work on public holidays is required to work on any general holiday, then in addition to the holiday to which the employee is entitled under Article VI, Section 2, he or she shall be paid at the rate of fifty per centum (50%) of his/her regular rate of pay (calculated on an hourly basis) for each of the hours worked by the employee between the hours of 12:01 a.m. and 11:59 p.m. on such general holiday.

Section 3: Lengthy Absence from Duty

Any employee absent from duty for a period of four (4) months or more due to sick leave or WCB, may at the option of the City, receive payment for all annual vacation and statutory holiday entitlement scheduled during such period of disability.

Every attempt will be made by the City to reschedule annual vacation and statutory holiday entitlement as soon as possible during the calendar year in which they were originally scheduled or prior to March 31 in the immediately following calendar year, provided the City

shall not incur any overtime costs as a result of rescheduling the annual vacation and statutory holiday entitlement.

This clause does not apply to those employees retiring on pension.

ARTICLE VII EMPLOYEE BENEFITS

Section 1: Sick Leave

Employees shall be granted sick leave with pay of eighteen (18) working days per year, with any unused portions accruing in future years to a maximum of one (1) full calendar year of sick leave (i.e., 2,088 hours maximum), subject to the application hereinafter expressed:

- (a) Employees will be permitted up to twelve (12) hours to visit a doctor or dentist on the City's time for non-emergencies in any one (1) year. Appointments shall be confirmed in advance with the Department Head.
- (b) Sick leave shall be credited on January 1st of each calendar year.
- (c) Where an employee has completed the probation period but has less than one (1) year of service by December 31st of the calendar year in which the employee commenced employment with the City, the employee shall be credited with sick leave on a pro-rata basis, retroactive to the commencement of employment with the City. The accumulation would, as at December 31st of the then calendar year, be less any sick leave used during the period between completion of six (6) months of service and December 31st.
- (d) Employees with one (1) year or more of service as at December 31st of the then current year would receive annually a further credit of eighteen (18) working days on January 1st of the next following calendar year.
- (e) It is understood and agreed that, with reference to this Section and Subsection herein, no employee shall be entitled to more than eighteen (18) days' sick leave until the completion of one (1) year of service.
- (f) Sick pay and general holiday pay shall be paid at the employee's current rate of pay on the occasion of such sick pay or general holiday.
- (g) Present sick leave credits existing at the time of this Agreement shall be retained until used or until the accumulation provided by the Agreement exceeds the net remainder.
- (h) 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 accumulated to December 31st in the year immediately preceding.
- (i) 1. The Union shall undertake responsibility for the first 6 shifts of any non-occupational illness or injury. The Union's members will contribute a percentage of their base salary each month to a fund from which will be paid benefits for authorized sick leave absences equal to their regular base salary net of income tax deductions and pension (including supplementary pension)

contributions. The amount of such contributions shall be determined by the Union. In any case where an employee returns to duty following a period of such illness or injury and subsequently is absent for a reason deemed by the City to be an extension of the earlier illness or injury, the subsequent period or periods of absence shall not be charged against the Union Sick Leave Fund.

2. Sick leave payments for any non-occupational illness or injury referred to in this Subsection (i) will be made by separate cheques drawn upon the Union Sick Leave Fund unless the City determines that there is a more convenient way of making the payments. In any event, the City will undertake responsibility for providing the data required for calculating such sick leave payments.
3. The City will make normal Employer contributions to the Municipal Pension Plan on behalf of employees who are on sick leave and are receiving benefits pursuant to paragraph (1) of this Subsection (i).

Section 2: Medical Certificate

An employee shall be required by the City to produce a certificate from a qualified Medical Practitioner for any illness and/or a Statutory Declaration, certifying that such employee is unable to carry out his/her duties due to illness or non-compensable accident, provided however, that the City may waive this requirement for the first three (3) days of such sickness or accident. Where such Medical Certificate and/or Declaration is not produced, there shall be no sick pay allowed.

Section 3: Failure to Report

All employees must notify their Supervisor at least three (3) hours before the commencement of their shift of absence due to illness. Failure to do so may result in loss of pay.

Section 4: Gratuities

(a) How Accumulated

- (i) A credit of the number of hours equivalent to three (3) duty shifts per annum shall be given for each year of service, or for part of a year a credit of hours equivalent to one (1) day for each four (4) months of service, which may be accumulated to a lifetime maximum number of hours equivalent to 120 duty shifts.
- (ii) For the period from 2007 January 01 to and including 2009 December 31, instead of being entitled to the benefits and subject to the conditions contained in Subsection (a)(i), each employee shall be credited with the number of hours equivalent to one (1) working day for each four (4) months. In addition, any employee who is not absent on sick leave at all during each of the calendar years 2007, 2008 and 2009 shall be entitled to the number of hours equivalent to one (1) additional day's credit, thereby making possible a total of the number of hours equivalent to four (4) working days' credit for each of the calendar years 2007, 2008 and 2009 in the event an employee is not absent on sick leave.

Commencing at 11:59 p.m. on 2009 December 31, the employees shall again be bound by the provisions of Subsection (a)(i) unless on or before 2010 March 31 the City and the Union agree in writing to reinstitute the provisions of Subsection (a)(ii) herein for a further period.

(b) Deduction

- (i) A deduction is made from the current year's gratuity credits for all hours absent on sick leave with pay, except that such deduction shall not exceed the number of hours equivalent to three working days in any one calendar year, or for any one illness. The total gratuity credited to each employee at 31 December of each calendar year will remain to such employee's credit regardless of time lost in any subsequent year through illness or any other reason.

In circumstances where an injury is not covered by the Workers' Compensation Board solely because the employee is off work for less than the qualifying period, time off shall be considered as sick leave. For the purpose of this Article a deduction shall be made from the employee's accumulated sick leave credits but this deduction shall not affect his/her gratuity benefits.

- (ii) For the period from 2007 January 01 to and including 2009 December 31, instead of being entitled to the benefits and subject to the conditions contained in Subsection (b)(i), deductions shall not exceed the number of hours equivalent to one (1) working day in any one (1) four-month period.

Commencing at 11:59 p.m. on 2009 December 31, the employees shall again be bound by the provisions of Subsection (b)(i), unless on or before 2010 March 31, the City and the Union agree in writing to reinstitute the provisions of (b)(ii) herein for a further period.

(c) Gratuity Leave

An employee who has completed not less than three (3) years of continuous service and is eligible for gratuity leave may be granted leave up to the number of gratuity hours that the employee has accumulated, PROVIDED HOWEVER THAT:

- (i) The minimum gratuity leave which shall be taken shall be the number of hours equivalent to four (4) duty shifts and the maximum leave shall be the number of hours equivalent to twenty (20) days. Only one period of gratuity leave may be taken in a calendar year.
- (ii) Not more than one employee may be absent on gratuity leave at any one time.
- (iii) An employee's right to gratuity leave shall be subject at all times to the exigencies of the Department and to the discretion of the Fire Chief.

(d) Payment in Cash

- (i) An employee or his/her estate (as the case may be) shall be entitled to payment in cash for gratuity hours accumulated in the event of normal retirement at

minimum to maximum age, death in the service, or leaving the service of the City after completion of three (3) years' service.

- (ii) An employee who has completed three (3) years' continuous service with the City may elect, prior to the end of any calendar year but subsequent to the completion of such service, to be paid in cash for the gratuity hours that the employee has accumulated up to and including the year in which such election is made, and the employee shall be paid therefore on a regular pay day following January 15 in the next following calendar year, such pay day to be chosen by the employee, which payment shall be computed on the basis of his/her regular rate of pay in effect in that year.
- (iii) An employee who terminates employment for any reason after completing not less than three (3) years of continuous service, shall be entitled to be paid in cash for all gratuity credits accumulated up to the date of the employee's termination of employment.
- (iv) An employee's rate of pay is arrived at in accordance with the following calculations:

Hourly rate: Divide bi-weekly rate by two times (2X) weekly hours.

Section 5: Medical/E.H.B. and Dental Plans

It is agreed between the parties that all new employees, as a condition of continuing employment, shall become and remain a participant in the Extended Health Care Plan and Dental Plan "A" and "B" Basic Services, effective the first day of the month following completion of six (6) months of service, and that all other employees upon becoming a participant in the aforesaid plan must remain as participants. Employees shall participate in Dental Plan "C". Effective 1990 January 01, the costs of the premiums for the above-mentioned Plans in this Section 5 shall, in consideration of the plan outlined in Subsection (i) of Article VII, be borne entirely by the City.

The City shall provide an Extended Health Benefit Plan, including eye glass benefit amounting to \$400.00 claimable expense in every two (2) year period.

Section 6: Group Life Insurance

- (a) The Group Life Insurance coverage for employees shall be calculated on the basis of \$1,000.00 of insurance for each \$1,000.00 of gross basic annual salary including service pay, which salary shall be computed to the next highest \$1,000.00.
- (b) The City will also, in consideration of the plan outlined in Subsection (i) of Section 1 of Article VII, provide to all employees during the period when they have no vested interest in the Municipal Pension Plan, an additional amount of life insurance coverage equal to that which is provided under the current Group Life Plan.

Section 7: Pension

- (a) Subject to the rules of the Municipal Pension Plan, the City agrees to participate as to one-half ($\frac{1}{2}$) the cost determined by the Municipal Pension Plan to extend the pensionable service of an employee covered by this Agreement up to a maximum of one (1) year. It is understood that this extension shall represent the first six (6) calendar months of service served by the employee as an employee of the Port Moody Fire Department and which has not heretofore been considered as pensionable service. This benefit shall be subject to the following conditions:
- (i) Only an employee with a vested interest in the Municipal Pension Plan and who has reached the minimum age of retirement as defined in the Rules of the Municipal Pension Plan shall be eligible; and
 - (ii) An employee who wishes to take advantage of this benefit shall give at least six (6) months' notice in writing in advance of the date at which the employee wishes to retire and make such arrangements as may be necessary regarding his/her own contribution.
- (b) Employees who are not eligible for the benefit described in 7(a) may make arrangements prior to 2007 April 01 to purchase the full amount associated with the buy-back of service and, upon the employee producing the receipt, the Employer agrees to reimburse the employee fifty percent (50%) of the purchase cost as stipulated by the Pension Corporation. This payment will be made in the year the employee reaches minimum retirement age.
- (c) Special Agreement – Municipal Pension Plan

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

When an employee reaches an income level at any point during a calendar year of \$78,153 (using 2009 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 CRA 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 to the Pension Corporation for purposes of the Special Agreement for such employee. Employer contributions will instead be paid to the employee on their pay cheque and identified as Special Agreement over-contributions.

Section 8: Workers' Compensation Pay

- (a) When an employee is in receipt of WorkSafeBC wage loss payments the City shall make up such payments to the full amount of the employee's regular pay.

Should an employee suffer a wage loss accident the employee shall be paid in addition to full regular pay, any acting pay which the employee would have received had he/she been at work.

- (b) Notwithstanding Subsection (a) above, when an employee is in receipt of WorkSafeBC time-loss payments the City shall make up such payments to the full amount of the employee's normal net take-home pay (as opposed to regular gross pay).

In the event that an employee was acting in a higher capacity (pursuant to the provisions of Section 3 of Article IV) at the time the injury was sustained, then "normal net take-home pay" shall be calculated based upon the rate in effect for the higher capacity class or rank. Similarly, in the event that an employee was scheduled to act in a higher capacity at any time during the period of the compensable absence, then for such period(s) that the employee was scheduled to so act, "normal net take-home pay" shall be retroactively calculated based upon the rate in effect for the higher capacity class or rank.

Section 9: 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 the completion of five (5) years' service and an additional Seven Dollars and Fifty Cents (\$7.50) per month for each completed five (5) year period of service thereafter. Service pay shall be paid from the first of the month next following or coincident with the completion of the qualifying period of service.
- (b) Notwithstanding Subsection (a) above, Service Pay shall be discontinued for an employee effective the date upon which the employee 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 the provisions of Section 3 of Article IV) on a continuous, year-round basis, whichever date first occurs.

Section 10: Service Severance Pay

Schedule "B" entitled "Service Severance Credits" is attached to and forms a part of this Agreement.

Section 11: Third Party Liability

Where an employee is paid wages by the City while absent from employment by reason of any disability other than one for which the employee is entitled to receive WorkSafeBC benefits:

- (a) The employee shall notify the City of any claim or action initiated by the employee in respect of the disability at or before the time such claim or action commenced. Any such claim or action shall include a claim for loss of wages and benefits and a request that pre-judgement and post-judgement interest be awarded on the wage and benefit award.

In making a claim to the courts, the employee or his/her representative shall request the presiding judge, or judge and jury, to specify the amount of any award which is attributable to the recovery of loss of wages and benefits, and for any interest awarded.

A similar request shall be made by the employee or his/her representative during proceedings involving an out-of-court settlement. The Employer shall reimburse the employee the cost of the legal fees certified by the employee's legal counsel as being attributable to proving the wage/benefit loss claim.

- (b) The City shall have the opportunity to be represented in all proceedings or settlement discussions relating to the claim or action.
- (c) Where the employee recovers all or part of his/her wage or benefit loss (including any interest) from any source, the employee shall pay the amount recovered to the City.
- (d) The City shall credit the employee with the number of sick days proportionate to the amount repaid.

ARTICLE VIII CLOTHING ALLOWANCES

For every person covered by this Agreement, the City will provide, on completion of six (6) calendar months of service, a complete uniform and thereafter will make issues as follows:

- (a)
 - (i) Annually - two (2) pairs of trousers, one (1) tie, one (1) pair of shoes, and three (3) work shirts, except for Training Officers, to whom one (1) pair of oxfords shall be issued annually in lieu of boots, and to whom no issue of work shirts shall be made.
 - (ii) Biennially - one (1) uniform cap and one (1) work jacket except on completion of six (6) calendar months of service, at which time two (2) work jackets shall be issued, except for Training Officers to whom no issue of work jackets shall be made.
 - (iii) Quinquennially - one (1) dress shirt and one (1) cold weather coat, except Training Officers to whom four (4) dress shirts shall be issued annually and to whom no issue of cold weather coats shall be made.
 - (iv) Septennially - one (1) double-breasted tunic, except for Training Officers to whom one (1) tunic shall be issued annually.
 - (v) Decennially - one (1) uniform raincoat, except for Training Officers to whom one (1) uniform raincoat shall be issued biennially.
- (b) During an employee's year of retirement, clothing entitlement shall be pro-rated based on the number of completed months of service in that year. The pro-rated service shall be applied against the monetary value (in current dollars) of the employee's normal entitlement for that year. The employee may then select clothing entitlement for that year from those categories from which the employee would normally receive their entitlement up to an amount equivalent to the pro-rated dollar value.

(c) Drycleaning Allowance

- (i) 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 trousers per 2 working shifts; and
 - 1 work jacket, or tunic, or cold weather coat, or raincoat per working month.
- (ii) The City shall designate an establishment which will be authorized to perform cleaning for employees as set out under Article VIII(c)(i) above. The City shall make every attempt to ensure that the designated cleaning establishment is selected with the convenience of the employees in mind, and shall discuss the location of such establishment with the Union.
- (iii) Uniform items cleaned pursuant to Article VIII(c)(i) above may be both deposited at and retrieved from the designated cleaning establishment by the employee or by the employee's designate while off duty, in accordance with the administrative procedures established by the City from time to time.
- (d) All clothing referred to herein shall remain the property of the City and shall be returned to the City by every person leaving the service of the City excepting only those persons retiring on pension.
- (e) If the parties mutually agree during the term of this Agreement to revise the items of clothing referred to in Subsection (a), then the same shall be amended accordingly.
- (f) The City agrees that the call for tenders for the articles of clothing referred to in Subsection (a) will not be delayed beyond the earliest practicable date.
- (g) The City will also provide every person covered by this Agreement whose duties include the fighting of fires, with firefighting equipment which shall include rubber boots, a helmet and service coat, and such other equipment as may be recommended by the Fire Chief and approved by the City Council. All such equipment shall be returned to the City when the employee ceases to perform such duties.

ARTICLE IX LEAVE OF ABSENCE

Section 1: Absence from Duty of Union Officials

The City agrees that where it is necessary for members of the Bargaining Committee of the Union to leave their employment temporarily for the purpose of collective bargaining with the City or for the purpose of settling grievances as outlined in Article XII, 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.

Section 2: Compassionate Leave

- (a) An employee will be granted three (3) days with pay for compassionate leave in the event of the death of a spouse, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, or grandparent. Additional days off may be granted with pay upon application to the Administrator.
- (b) Employees may be granted one-half (½) day of leave without loss of pay to attend a funeral in the capacity of pallbearer or mourner to a maximum of one (1) full day per year.

Section 3: Jury Duty Pay

The City will make up jury pay to full pay for any permanent employee serving jury duty at the order of any Canadian court.

ARTICLE X GENERAL

Section 1: Changes Affecting the Agreement

The City agrees that, wherever practicable, any reports or recommendations to be made to Council dealing with matters covered by this Agreement will be communicated to the Union in sufficient time to afford the Union reasonable opportunity to consider them and, if necessary, to protest them when the matter is dealt with by Council.

Section 2: Present Conditions

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

Section 3: First Aid

Training

That the City will provide in-service training for First Aid classes with the proviso that the only additional cost to the City will be pay for an employee acting in a senior capacity for an employee involved in the First Aid Course.

Section 4: Educational Allowances

The City shall pay the full cost of any course of instruction required by the City for an employee to better qualify himself or herself to perform the employee's job.

Section 5: Hot Meal/Lunch

It is hereby agreed that the City will provide Firefighters with a hot meal/lunch for fires of a duration of two (2) hours or more.

Section 6: Legal Counsel and Court Appearances

- (a) Employees shall be covered by the legal protection afforded them under Section 262 of the Municipal Act, and Port Moody By-Law 1771.
- (b) An employee who is not on duty and who is required to appear in Court to provide evidence that was acquired by such employee in the performance of the employee's firefighting duties shall be paid at the applicable overtime rates for all such time spent. Such payment of overtime shall be for a minimum of three (3) hours' pay at the applicable overtime rate.

ARTICLE XI TECHNOLOGICAL CHANGE

During the term of this Agreement, any dispute arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Collective Agreement.

Where the City introduces, or intends to introduce a technological change, that:

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board pursuant to Article XII of this Collective Agreement, by-passing all other steps in the grievance procedure.

The arbitration board shall decide whether or not the City has introduced, or intends to introduce a technological change, and upon deciding that the City has or intends to introduce a technological change, the arbitration board:

- (a) shall inform the Minister of Labour of its finding; and
- (b) may then, or later, make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - (ii) that the City will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;
 - (iii) that the City reinstate any employee displaced by reason of the technological change;
 - (iv) that the City pay to that employee such compensation in respect of his/her displacement as the arbitration board considers reasonable.

The City will give to the Union, in writing, at least ninety (90) days' notice of any intended technological change that:

- (a) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement applies.

ARTICLE XII GRIEVANCE PROCEDURE

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

- (a) Any dispute arising out of matters covered by this Agreement shall be taken up with the Fire Chief.
- (b) If the alleged grievance is not settled within seven (7) days of being referred to the Fire Chief, the matter shall be referred to the City Manager who shall arrange for meetings with the Union within seven (7) days from the receipt of such request.
- (c) Any dispute (as defined in the Labour Relations Code) with respect to matters not covered by the terms of this Agreement shall, during the term of this Agreement be the subject of collective bargaining between the Union and the City as represented by the City Manager.
- (d) If no settlement is reached with the City Manager within seven (7) days, then the grievance shall be finally and conclusively settled without stoppage of work by submission to a Board of Arbitration.

ARTICLE XIII ARBITRATION PROCEDURE

A Board of Arbitration shall consist of three (3) persons, one (1) to be chosen by each party and the third, who shall be Chairman, to be selected by the two (2) so appointed. The representatives of the parties concerned must meet within seven (7) days of appointment, and are allowed a further five (5) days to agree upon a Chairman. If they fail to agree upon a Chairman, either party may apply to the Minister of Labour to appoint a Chairman. The decision of the Board shall be final and binding on both parties. Each party shall bear the expenses of the arbitrator appointed by such party and shall pay one-half (½) the expenses of the Chairman.

ARTICLE XIV TERM OF AGREEMENT

The Agreement shall be for the term of three (3) years with effect from 2007 January 01 to and including 2009 December 31, and shall remain in full force and effect thereafter from year to year unless either party, within the four (4) calendar months immediately preceding the expiry

date or the anniversary expiry date in the subsequent calendar year, gives to the other party written notice of its desire to terminate or amend the Agreement.

Subsections 50(2) and 50(3) of the Labour Relations Code shall be specifically excluded from and shall not be applicable to this Collective Agreement.

IN WITNESS WHEREOF the City has caused these presents to be sealed with the common seal of the City of Port Moody and signed by the Mayor and the City Clerk, and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf.

SEALED with the Common Seal of the City of Port Moody and signed by:

“Giuseppe Trasolini”
MAYOR

“Stephanie Riley”
DEPUTY CITY CLERK

September 3, 2009
DATE

APPROVED BY A RESOLUTION OF COUNCIL ON THE

24 DAY OF March 2009

The Corporate Seal of Port Moody Firefighters' Union, Local 2399, International Association of Firefighters, was hereunto affixed in the presence of:

“Rob Suzukovich”
PRESIDENT

“David Piffer”
SECRETARY

September 16, 2009
DATE

SCHEDULE "A"PORT MOODY FIREFIGHTERS AND I.A.F.F. LOCAL 23992007 January 01 - 2009 December 31

Key: A = 2007 January 01 – 2007 June 29
 B = 2007 June 30 – 2008 January 25
 C = 2008 January 26 – 2008 October 03
 D = 2008 October 04 – 2009 January 23
 E = 2009 January 24 – 2009 December 30
 F = 2009 December 31

<u>Position</u>	<u>Index</u>	<u>Monthly Rates</u>					
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Captain	122	\$7077	\$7182	\$7361	\$754 6	\$773 5	\$792 8
Lieutenant	112	6497	6593	6758	6927	7101	7278
Firefighter							
– 1 st 6 months	70	3981	4040	4141	4245	4351	4460
– 2 nd 6 months	75	4265	4329	4437	4548	4662	4778
– 2 nd year	80	4550	4618	4733	4851	4973	5097
– 3 rd year	90	5118	5195	5324	5458	5594	5734
– 4 th year	100	5687	5772	5916	6064	6216	6371
– 10 th year (on completion of the 10 th calendar year of service)	102	5801	5887	6034	6185	6340	6498
Fire Prevention Officer	122	7077	7182	7361	7546	7735	7928
Training Officer	122	7077	7182	7361	7546	7735	7928

Note: Firefighter rates are based on 4th year rate; others are based on 10th year rate.

This is Schedule "B" which is referenced under Section 10 of Article VII.

SCHEDULE "B"

SERVICE SEVERANCE CREDITS

The City and the Union agree that, effective 1990 January 01, Section 9 of Article VII of the 1988 Collective Agreement shall be deleted in its entirety from the Collective Agreement. Credits existing pursuant to Section 9 of Article VII of the 1988 Collective Agreement as at 1989 December 31 shall:

- (i) in the instance of a current employee who, as at 1989 December 31, has completed ten (10) or more years of service, be transferred in their entirety into the Gratuity Plan;
- (ii) in the instance of a current employee who, as at 1989 December 31, has not yet completed ten (10) years of service, be frozen until such date as the employee completes ten (10) years of service, at which date the frozen credits shall be transferred in their entirety into the Gratuity Plan; and
- (iii) in the instance of a current employee who, as at 1989 December 31, has not yet completed ten (10) years of service, and who subsequently fails for any reason whatsoever to complete ten (10) years of service, be dissolved and no credits whatsoever shall be realized by the employee.
- (iv) For purposes of this Schedule "B", credits existing as at 1989 December 31 pursuant to Section 9 of Article VII of the 1988 Collective Agreement shall be computed on the basis of five (5) days per year of service.

SCHEDULE "C"LETTER OF UNDERSTANDINGRE: RELIEF/FLOATING FIREFIGHTERS

This agreement with respect to Relief/Floating Firefighters (hereinafter "Floaters") is made and entered into by the City of Port Moody and the Port Moody Firefighters' Union, Local 2399, IAFF.

1. Employees assigned as Floaters shall not be assigned to a permanent shift and shall not necessarily work a rigid "two day shifts/two night shifts/four days off" rotation; rather they shall be assigned by the Fire Chief as need dictates, and shall have their hours of work balanced over each fifty-six (56) day cycle as follows:
 - (i) hours worked in excess of any scheduled shift (i.e., either preceding or following a scheduled shift) shall be compensated in accordance with the terms of Article V, Section 3 (Overtime);
 - (ii) hours worked in excess of three hundred thirty-six (336) over any fifty-six (56) day cycle (except as compensated under (i) above or worked as a consequence of (iii) below), shall be compensated in accordance with Article V, Section 2 (Extra Shifts);
 - (iii) hours worked less than three hundred thirty-six (336) over any fifty-six (56) day cycle shall be worked in a subsequent fifty-six (56) day cycle or offset by debiting the employee's overtime account on an hour for hour basis.
2. The Floaters will be available for both scheduled and unscheduled relief on the Platoon system.
3. While on day shifts the Floaters will be available for duties as assigned by the Fire Chief as well as being available for fire suppression as required.
4. In the event that a problem occurs in the scheduling and/or administration of the Floaters, it shall be resolved by the parties hereto and the Letter shall be amended to the extent necessary to resolve the problem.
5. This Letter shall remain in force and effect until 2009 December 31, and shall be subject to renewal at that time. In the event of failure to agree on renewal, the issue shall be referred to negotiations of the next Collective Agreement.