

2010-2011

COLLECTIVE AGREEMENT

between

**THE CITY OF COQUITLAM**

and

**THE CITY OF COQUITLAM FIREFIGHTERS' UNION**

**LOCAL 1782, I.A.F.F.**

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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 twenty-four (24) months with effect from the 1st day of January 2010 to and including the 31st day of December 2011, 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 (2011 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 their 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 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 as soon as reasonably possible following each bi-weekly payday. 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 they normally hold 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.

### ARTICLE 5: WORKING CONDITIONS

#### 5.1 Hours of Work

- (a) Hours of duty for Fire Rescue Dispatcher II 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 works the second day shift of a tour of duty.
  - (ii) The work schedule for Fire Rescue Dispatcher II 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.
  - (iii) The work schedule for new recruits during their initial training shall be eight (8) hours per day, five (5) days per week.
- (c)
  - (i) Hours of work for persons assigned to the Fire Prevention Division 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. Persons assigned to the Fire Prevention Division shall be scheduled to work in accordance with the Letter of Understanding titled "Hours of Work – Fire Prevention Division" attached to and forming part of this Collective Agreement.

It is further understood and agreed between the parties that, where in the opinion of the Fire Chief a situation exists which requires a 5-day work week or additional staffing coverage, the Fire Chief may implement such rescheduling

of working days and/or working hours as are deemed to be necessary to meet the needs of the Fire Prevention Division.

- (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 their 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 their 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 their regular hourly rate for such excess shifts with a minimum of three (3) hours at the rate of one and one-half (1½) times their regular hourly rate; PROVIDED HOWEVER that if an employee does not receive all of the time off earned 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 their 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 their regular working hours shall, at the option of the City, receive either an amount of time off equivalent to two (2) times the number of hours spent at work or pay at the rate of two (2) times their regular hourly rate for such hours with a minimum of three (3) hours at the rate of two (2) times their regular hourly rate; PROVIDED HOWEVER that if an employee does not receive all of the time off earned under this Subsection 5.2(b) by December 31<sup>st</sup> of the year next following the year in which such time off was earned, the employee shall be paid in cash therefore based on their regular rate of pay in effect on December 31<sup>st</sup> of the year next following the year in which such time off was earned.



(c) Overtime

(i) An employee who is required to work overtime immediately following the completion of their regular shift, or who is required to work pre-scheduled overtime immediately preceding their 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 they complete their regular shift until they return (if their duties required them to leave their regular place of work) to their regular place of work (e.g. the Fire Hall at which they are 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.

(iii) Where an employee earns overtime under this Subsection 5.2(c) they shall be entitled, at the option of the City, to receive their compensation for working overtime as time off in lieu of pay PROVIDED HOWEVER that if an employee does not receive all of the time off earned under this Subsection 5.2(c) by December 31<sup>st</sup> of the year next following the year in which such time off was earned, the employee shall be paid in cash therefore based on their regular rate of pay in effect on December 31<sup>st</sup> of the year next following the year in which such time off was earned.

5.3 Car Allowance

Employees authorized or required by the Fire Chief or Deputy Fire Chief to use their own automobile on behalf of the City shall be reimbursed in accordance with the City Policy regarding mileage as amended from time to time by the City.

5.4 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.

#### 5.5 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.

#### 5.6 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; previous service as an auxiliary firefighter with the City.
- (iii) The above-reference 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, he/she will receive first placement among candidates on the 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 full-time Firefighter with:
 

up to 12 mos. experience	1 point
13-24 mos. experience	2 points
25-36 mos. experience	3 points

an additional point for each additional 12 months' (complete months) experience thereafter
- as an auxiliary Firefighter with the City of Coquitlam with:
 

up to 12 mos. experience	1 point
13-24 mos. experience	2 points
25-36 mos. experience	3 points

an additional point for each additional 12 months' (complete months) experience thereafter.

(2) In the event two or more employees receive the same score under Section 1 above, the order of placement on the seniority list will be determined by placing the employee who achieves the higher ranking during the interview phase on the list before the employee with the lower ranking during the interview phase. In the event the interview phase does not determine placement on the list, then the employee with the highest score on the testing phase immediately preceding the interview will be placed on the seniority list before the employee with the lower score.

- (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 they have transferred must apply in writing to the Fire Chief for such return at least six months before they will be considered eligible to fill a vacancy in the Division to which they request to return.

- (j) 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 5.4(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 their seniority calculated on the basis that

their bargaining unit seniority shall be frozen 365 days after their promotion to the excluded position.

5.7 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 them, 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 their 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 them;
  - (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 their 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 their 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.

### 5.8 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.

### 5.9 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, 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 their former classification without loss of seniority.

### 5.10 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.

- 5.11 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.
- 5.12 No vehicle that is not fully manned shall be dispatched to a fire or other emergency.
- 5.13 The minimum manning strengths as provided in Articles 5.11 and 5.12 shall be (including Officers):
- (1) Engine 1 - Minimum company strength - 3 persons
    - (a) Engine 1 - Minimum dispatch strength - 3 persons
  - (2) Engine 2 - Minimum company strength - 4 persons
    - (a) Engine 2 - Minimum dispatch strength - 4 persons
  - (3) Truck 1 Company - Minimum company strength - 4 persons
    - (a) Aerial Unit - Minimum dispatch strength - 2 persons
    - (b) Aerial Ladder – Minimum dispatch strength – 2 persons
    - (c) Rescue Truck – Minimum dispatch strength – 2 persons
    - (d) Rescue Truck – Minimum dispatch strength – 2 persons
  - (4) Engine 3 - Minimum company strength - 4 persons
    - (a) Engine 3 - Minimum dispatch strength - 4 persons
  - (5) Engine 4 - Minimum company strength - 3 persons
    - (a) Engine 4 - Minimum dispatch strength - 3 persons
- 5.14 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 5.13 herein. In the event of a dispute it shall be resolved pursuant to the terms of Article 14 of this Agreement.

### 5.15 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 an employee, 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.

Notwithstanding the above, an employee who is at work as a result of a medical accommodation may be assigned any work for which they are qualified given their skills, knowledge, abilities and restrictions.

## 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, subject to being qualified for the Plan(s) under the rules of the Plan(s).

- (i) The Extended Health Care Plan shall include an eyeglass option with coverage up to a maximum of \$400.00 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 80% by the City and 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 their first six (6) months of employment, subject to being qualified for the plan under the rules of the plan:

- (i) Basic Dental Services (Plan A) paying for 100% of the approved schedule of fees.
- (ii) Prosthetics, Crowns and Bridges (Plan B) paying for 60% of the approved schedule of fees.
- (iii) Orthodontics (Plan C) paying for 60% of the approved schedule of fees to a lifetime maximum of five thousand five hundred dollars (\$5,500.00). 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.

## (c) Effective 2013 February 25:

The provisions of the Collective Agreement contain some of the benefits provided by the Extended Health Benefit Plan and the Dental Plan. These benefits are provided by a third party carrier and the specific items covered and limits not specifically negotiated between the City and the Union may be amended by the carrier from time to time. To see a complete list of items covered by the plans, please refer to the benefits booklet provided by the carrier or the carrier's website.

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 7.10, 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 they

must return to employment, as is contemplated under Subsection 7.10(d), and that notwithstanding Subsection 7.10(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 7.10, 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 their 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 their status as an employee of the City only with respect to their retention of the length of service credits toward promotion accrued at the expiry of their first year on the Long Term Disability Plan, and for purposes of the Municipal Pension Plan 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 Pension Corporation to have such time recognized as service. Such employee shall continue to make suitable arrangements to pay both their 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 they shall have access to the first available vacancy for which they are 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 Bereavement 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 shifts, 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, Fraser Valley 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 shifts.
- (c) Requests for leave under this Section shall be submitted to the Fire Chief who will determine and approve the number of shifts 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) shift 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 the employee's account, except accumulated sick leave, shall be paid into their 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 their 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 not on duty and who is required to appear in Court (defined as a Court of Criminal or Civil jurisdiction) to provide evidence that was acquired by such employee in the performance of their firefighting duties shall be paid 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 them by a person in authority over them within the Fire Department, they shall be entitled to legal counsel approved by the City at no cost to them, 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 Indemnification

Effective 2013 February 25, employees of the City of Coquitlam Fire Department are covered by the terms of By-Law 531, 1975 as amended from time to time.

## 7.8 Workers' Compensation

- (a) An employee absent from duty due to injuries received in the performance of their duties and not caused by the employee's willful misconduct as determined by WorkSafeBC, or, an employee absent from duty due to illness or disease resulting from the nature of their employment, shall receive full salary from the City until the termination of temporary total or temporary partial disability payments from WorkSafeBC, but monies received by the employee from WorkSafeBC 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 WorkSafeBC by the City be paid by WorkSafeBC directly to the City. For the purposes of this Article 7.8 "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 their duties and not caused by the employee's willful misconduct as determined by WorkSafeBC, or, an employee absent from duty due to illness or disease resulting from the nature of their employment, shall receive normal net take-home pay (as opposed to gross regular pay) from the City until the termination of temporary total or temporary partial disability payments from WorkSafeBC, but monies received by the employee from WorkSafeBC 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 WorkSafeBC by the City, be paid by WorkSafeBC directly to the City. For the purposes of this Article 7.8 "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 they were 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.

## 7.9 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.

## 7.10 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 their 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 their employment with the Fire Department on the date predetermined when the leave of absence was granted or will be considered to have terminated their 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 their 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 ( $\frac{1}{12}$ ) of eight (8) duty shifts for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked by December 31st.
  - (3) During the second (2<sup>nd</sup>) calendar year of service, eight (8) duty shifts.
  - (4) During the third (3<sup>rd</sup>) to and including the tenth (10<sup>th</sup>) calendar years of service - twelve (12) duty shifts.
  - (5) During the eleventh (11<sup>th</sup>) up to and including the twenty-third (23<sup>rd</sup>) calendar years of service, except during the twenty-first (21<sup>st</sup>) calendar year of service - sixteen (16) duty shifts.
  - (6) During the twenty-first (21<sup>st</sup>) calendar year of service only - twenty (20) duty shifts. Effective 2014 January 01, the words “, except during the twenty-first (21<sup>st</sup>) calendar year of service” in paragraph (5) above and this paragraph (6) shall be deleted.

- (7) During the twenty-fourth (24<sup>th</sup>) 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, they 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 they 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. 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 ( $\frac{1}{12}$ ) of their vacation entitlement for that year for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) 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 ( $\frac{1}{12}$ ) of fourteen (14) calendar days for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked by December 31st.
  - (3) During the second (2<sup>nd</sup>) calendar year of service - fourteen (14) calendar days.
  - (4) During the third (3<sup>rd</sup>) to and including the tenth (10<sup>th</sup>) calendar years of service - twenty-one (21) calendar days.

- (5) During the eleventh (11<sup>th</sup>) up to and including the twenty-third (23<sup>rd</sup>) calendar year of service, except during the twenty-first (21<sup>st</sup>) calendar year of service - twenty-eight (28) calendar days.
- (6) During the twenty-first (21<sup>st</sup>) calendar year of service only - thirty-five (35) calendar days. Effective 2014 January, the words “, except during the twenty-first (21<sup>st</sup>) calendar year of service” in paragraph (5) above and this paragraph (6) shall be deleted.
- (7) During the twenty-fourth (24<sup>th</sup>) 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, they 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 they 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 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 ( $\frac{1}{12}$ ) of their vacation entitlement for that year for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) 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 1<sup>st</sup> day of April, they receive half of the usual annual vacation;
  - (2) If retiring the 1<sup>st</sup> 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 31<sup>st</sup>, 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 31<sup>st</sup>, 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 compensation in cash or equivalent time off at the rate of fifty percent (50%) of their regular hourly rate for all their hours spent on duty during a shift which commenced on a public holiday, i.e. commencing at 8:00 a.m. and at 6:00 p.m. on a Public Holiday; PROVIDED HOWEVER, that if an employee does not receive all of the time off earned under this Subsection 8.3(c) by December 31<sup>st</sup> of the year next following the year in which such time off was earned, the employee shall be paid in cash therefore based on their regular rate of pay in effect on December 31<sup>st</sup> of the year next following the year in which such time off was earned.
- (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 Effective 2014 January 01:

Notwithstanding the previous provisions, any member retiring from the service of the City shall not be entitled to take any vacation time or any accumulated statutory time off during the member's last calendar year of employment. Any vacation or statutory holidays accumulated in the member's last calendar year of employment will be paid out in cash to the member at the time the member retires.

- 8.6 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 Effective 2013 February 25, 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, subject to the employee's clothing points limits contained in Schedule "E" of the Collective Agreement except that in the year the member retires, the only item of clothing the member will receive is the retirement tunic or clothing of equivalent value:

- (a) Captain:

Uniform tunic	1 only every seventh year
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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 their first six (6) months of service. In the event that the recruit does not satisfactorily complete their 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 their 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 their probationary period they 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 their 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 their maximum entitlement as set out under Subsection 9.8(a) above in any designated three-month period, such excess usage shall be deducted from their 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 their 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 Effective 2013 February 25, the clothing issue under Article 9 is subject to the provisions contained in 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: PENSION AND RETIREMENT

- 11.1 Effective 2013 February 25, all employees who are covered by this Agreement shall be eligible to enroll in the Municipal Pension Plan and are subject to the rules of that Plan.
- 11.2 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 retired from the Fire Department, effective the end of the calendar month in which they reach their sixtieth (60<sup>th</sup>) 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 retirement, provided however, that if they are off work on WorkSafeBC benefits, they shall receive their vacation and public holiday time in pay.

Effective 2013 February 25, in the event that the City is accepted as a Group 5 employer under the rules of the Municipal Pension Plan, the language below shall take effect and replace the language of Article 11 above:

Effective 2013 February 25, the City agrees to apply to the Pension Corporation to become a Group 5 employer under the rules of the Municipal Pension Plan.

- (a) All existing eligible employees and all future eligible employees will be covered by and be subject to the current and any future rules established by the Municipal Pension Board and the Pension Corporation governing Group 5 participation.
- (b) In conjunction with the establishment of Group 5, all contributions by both the City and the employees to the Special Agreement (SA) Pension shall cease for eligible employees. Employee balances in the SA shall be handled in accordance with the rules established by the Municipal Pension Plan.
- (c) All employees eligible for enrolment in Group 5 shall receive a Supplemental Pension Allowance of 0.56% of pensionable earnings to be paid directly to the employee. The payment will be made once per year following the end of the calendar year and will generally be made in February.

- (d) In the event there are employees who are in Group 2 as of the date the Pension Corporation approves the application for the Group 5 Pension who do not qualify for Group 5, those employees will continue, subject to the approval of the Pension Corporation, to be covered by the Group 2 provisions of the Municipal Pension Plan and to contribute to the Special Agreement (if they are already contributing). New hires into positions that are not eligible to participate in the Group 5 Pension will be treated as Group 1 or Group 4 as appropriate under the rules of the Municipal Pension Plan.

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 absencing 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) 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.

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 the employee's term of office.



## 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. Upon returning to work, the employee may purchase service for the period of the leave pursuant to the Municipal Pension Plan Rules.

(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

Effective 2013 February 25:

During the term of this Agreement, any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application, operation or any alleged violation of this Agreement, 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) Grievance Procedure

Meeting with Immediate Non-Bargaining Unit Supervisor

An employee with a complaint shall first raise it with their immediate non-bargaining unit supervisor within fourteen (14) calendar days of the difference or grievance arising. The supervisor shall meet and discuss the complaint with the employee and provide a response within fourteen (14) calendar days of the date the employee raised the matter. The purpose of the meeting is to review the circumstances giving rise to the complaint and to determine whether the complaint can be satisfactorily resolved without using the formal grievance procedure. An employee may bring a Union representative with them to this meeting if the employee so desires.

If the employee is not satisfied with the supervisor's response, the Union may choose to advance the complaint to Step 1 of the formal grievance procedure. It is the employee's responsibility to discuss the matter with a representative of the Union in a timely manner.

Step 1

The Union may submit the grievance in writing to the Fire Chief within twenty-eight (28) calendar days of the difference or grievance arising. The Fire Chief shall provide a written response within fourteen (14) calendar days of receipt of the grievance.

Step 2

If the matter is not resolved in Step 1, the Union may pursue the grievance by referring the matter to the Manager of Human Resources or designate within fourteen (14) calendar days of receipt of the Fire Chief's response. The Manager of Human Resources or designate shall meet with the Union and provide a written response within fourteen (14) calendar days from the date the matter was referred to the Manager of Human Resources or designate.

Step 3

If the matter is not resolved in Step 2, either party may refer the dispute to Arbitration within fourteen (14) calendar days of receipt of the written response in Step 2.

(b) Policy Grievance - where a dispute involving a question of general application or interpretation occurs, it shall be submitted at Step 1 of this Article.

Suspension or Dismissal – where a dispute involving the suspension or dismissal of an employee occurs, it shall be submitted at Step 1 of this Article within fourteen (14) calendar days of the date the employee received written notice of such suspension or dismissal.

(c) Arbitration

The parties shall use a three (3) member Arbitration Board which shall consist of one (1) nominee appointed by each party and a Chairperson mutually selected by the two nominees unless both parties agree to use a single person Arbitration Board.

Where a three member Board of Arbitration is to be used, the party referring the matter to Arbitration shall advise the other party in writing of the name and address of its nominee on the Arbitration Board within fourteen (14) calendar days of the date the matter was referred to Arbitration. Within fourteen (14) calendar days thereafter, the other party shall respond in writing indicating the name and address of its appointee to the Arbitration Board. The two nominees shall select a third person who shall be the Chairperson.

If the party receiving the notice fails to appoint its nominee to the Board of Arbitration, or if the two nominees to the Board of Arbitration fail to agree on a Chairperson within fourteen (14) days of their appointment, the appointment of a Chairperson shall be made by the Director, Collective Agreement Arbitration Bureau upon the written request of either party.

Each party shall bear the fees and expenses of its nominee to an Arbitration Board and each party shall bear equally the fees and expenses of the Chairperson or the single Arbitrator.

Where the parties agree to use a single Arbitrator, the Arbitrator shall be mutually agreed to and appointed within fourteen (14) calendar days of the date the matter was referred to Arbitration. If the parties fail to mutually agree to the single Arbitrator within the fourteen (14) calendar day period, the appointment shall be made by the Director, Collective Agreement Arbitration Bureau upon the written request of either party.

Each party shall bear equally the fees and expenses of the Chairperson or the single Arbitrator.

The decision of the single Arbitrator or the majority decision of the Arbitration Board shall be final and binding on both parties.

(d) The time limits stipulated in both the grievance and arbitration procedures may be extended by mutual consent of the parties.

(e) The City shall have the same rights as the Union to file and process a grievance.

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: 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 19 day of Dec, 2013.

THE CITY OF COQUITLAM:

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

“Richard Stewart”

MAYOR

“Troy Latrace”

PRESIDENT, LOCAL 1782

“James Gilbert”

CLERK

“Steven Piccolo”

SECRETARY, LOCAL 1782

SCHEDULE "A"Rates of Pay2010 January 01 – 2011 December 31

Key: A = 2010 January 01 – June 30  
 B = 2010 July 01 – 2010 December 31  
 C = 2011 January 01 – June 30  
 D = 2011 July 01 – 2011 December 30  
 E = 2011 December 31  
 F = 2013 February 25

<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>
Captain	*122%	8047	8168	8270	8374	8416	8499
Lieutenant	*112%	7388	7498	7592	7688	7726	7802
Firefighter:							
- 1 <sup>st</sup> 6 months	70%	4527	4595	4652	4710	4734	4734
- 2 <sup>nd</sup> 6 months	75%	4850	4923	4985	5047	5072	5072
- Initial Training	60%						4058
- Upon completion of Initial Training	70%						4734
- 2 <sup>nd</sup> year	80%	5174	5251	5317	5383	5410	5410
- 3 <sup>rd</sup> year	90%	5820	5908	5981	6056	6087	6087
- 4 <sup>th</sup> year	100%	6467	6564	6646	6729	6763	6763
- 10 <sup>th</sup> year (on completion of the 10 <sup>th</sup> calendar year of service)	102% 103%	6596	6695	6779	6864	6898	6966
- 15 <sup>th</sup> year (on completion of the 15 <sup>th</sup> calendar year of service)**	106%						7169
Captain – Fire Prevention	*122%	8047	8168	8270	8374	8416	8499
Lieutenant – Fire Prevention	*112%	7388	7498	7592	7688	7726	7802
Fire Prevention Inspector – Grades as per Firefighter							
- 1 <sup>st</sup> 12 months	70%						4734
Fire Dispatcher (grandparented employees only)***:							
- 1 <sup>st</sup> 6 months	70%	4527	4595	4652	4710	4734	4734
- 2 <sup>nd</sup> 6 months	75%	4850	4923	4985	5047	5072	5072
- 2 <sup>nd</sup> year	80%	5174	5251	5317	5383	5410	5410
- 3 <sup>rd</sup> year	90%	5820	5908	5981	6056	6087	6087



SCHEDULE "A" (cont'd)

Page 2

Key: A = 2010 January 01 – June 30

B = 2010 July 01 – 2010 December 31

C = 2011 January 01 – June 30

D = 2011 July 01 – 2011 December 30

E = 2011 December 31

F = 2013 February 25

<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>
- 4 <sup>th</sup> year	100%	6467	6564	6646	6729	6763	6763
- 5 <sup>th</sup> year	106%	6855	6958	7045	7133	7169	7169
- 10 <sup>th</sup> year (on completion of the 10 <sup>th</sup> calendar year of service)	108%	6984	7089	7178	7267	7304	7304
Fire Rescue Dispatcher I (Call Taker)	70%						4734
Fire Rescue Dispatcher II:							
- 1 <sup>st</sup> 12 months	70%						4734
- 2 <sup>nd</sup> year	80%						5410
- 3 <sup>rd</sup> year	90%						6087
- 4 <sup>th</sup> year	100%						6763
- 10 <sup>th</sup> year (on completion of the 10 <sup>th</sup> calendar year of service)	103%						6966
- 15 <sup>th</sup> year (on completion of the 15 <sup>th</sup> calendar year of service)	106%						7169
Fire Rescue Dispatcher III	*112%						7802
Field Trainer	*122%	8047	8168	8270	8374	8416	8499

\* Captain, Lieutenant, Captain – Fire Prevention, and Lieutenant – Fire Prevention, Fire Rescue Dispatcher III, and Field Trainer indices are based on the 10th year Firefighter rate. The remainder are based on the 4th year Firefighter rate.

\*\* 15<sup>th</sup> Year Rate – this rate is provided to those Suppression Firefighters who have completed 15 years of service and have successfully completed and maintained the requirements for one (1) of the following specialty disciplines at a departmental technical level:

- (i) Hazardous Materials;
- (ii) Swift Water Rescue; or
- (iii) Rope Rescue.

\*\*\* Any employees in the classification of Fire Dispatcher as of 2013 February 25 shall be grandparented and shall continue to be paid in accordance with the rank structure in the 2007-2009 Collective Agreement until they cease to be employed by the City of Coquitlam, or until they are promoted or

transferred to a different position even if the employee subsequently returns to the classification of Fire Dispatcher. The City and the Union agree that any employees that relieve in the classification of Fire Dispatcher will not be grandparented and will be paid at their current rate of pay.

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.

SCHEDULE "B"SENIORITY LIST  
(As of 2013 June 01)LIST 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.	Currie, R.	Feb. 14, 1977	32.	Banks, C.	Apr. 15, 1996
2.	Duddy, M.	Jan. 3, 1978	33.	Faedo, P.	July 20, 1996
3.	Vass, R.	Sept. 15, 1980	34.	Saulnier, K.	Feb. 6, 1997
4.	Leece, B.	Sept. 15, 1980	35.	Milne, R.	Aug. 25, 1997
5.	McNulty, K.	June 15, 1981	36.	Shaw, D.	Aug. 25, 1997
6.	Lunden, M.	June 15, 1981	37.	Piccolo, S.	Aug. 25, 1997
7.	Biagi, I.	June 15, 1981	38.	Young, S.	Aug. 25, 1997
8.	Sheriff, J.	Oct. 13, 1981	39.	Farina, S.	Aug. 25, 1997
9.	Dumore, G.	Nov. 26, 1984	40.	Robertson, O.	Aug. 25, 1997
10.	Copeland, D.	Nov. 26, 1984	41.	Denman, R.	June 15, 1998
11.	Nyhaug, G.	Nov. 26, 1984	42.	Latrace, T.	June 15, 1998
12.	Sherley, R.	Oct. 14, 1986	43.	McMurdo, J.	June 15, 1998
13.	Buglioni, G.	July 6, 1987	44.	Boulanger, T.	June 15, 1998
14.	Weisner, K.	Mar. 23, 1988	45.	Doerksen, K.	Sept. 13, 1999
15.	Mulligan, G.	Mar. 23, 1988	46.	Iversen, G.	Sept. 13, 1999
16.	Senior, G.	July 26, 1988	47.	Palm, D.	Sept. 13, 1999
17.	Skucas, R.	Sept. 5, 1989	48.	Beza, P.	Sept. 13, 1999
18.	Shideler, N.	Nov. 19, 1990	49.	Rast, R.	Mar. 13, 2000
19.	Van Hove, P.	Nov. 19, 1990	50.	Robson, D.	Mar. 13, 2000
20.	Gillespie, T.C.	Nov. 19, 1990	51.	Holm, B.	Jan. 8, 2001
21.	London, D.	Nov. 19, 1990	52.	Beedle, P.	March 4, 2002
22.	Martin, G.	Sept. 6, 1994	53.	Kingsbury, J.	March 4, 2002
23.	Robinson, B.	Sept. 6, 1994	54.	Heiti, N.	March 4, 2002
24.	Macdonald, J.	Sept. 6, 1994	55.	Masterson, T.	March 4, 2002
25.	Scott, R.	Sept. 6, 1994	56.	Ostrowka, S.	March 4, 2002
26.	Beatty, R.	Sept. 6, 1994	57.	Ziefflie, B.	March 4, 2002
27.	Marshall, S.	Sept. 18, 1995	58.	Olson, J.H.	March 4, 2002
28.	Bonifazi, S.	Sept. 18, 1995	59.	Chieu, A.	Jan. 12, 2004
29.	Fox, C.	Sept. 18, 1995	60.	Lippmann, T.	Jan. 12, 2004
30.	Miller, J.	Apr. 15, 1996	61.	Andrews, B.	Jan. 12, 2004
31.	Hieltjes, R.	Apr. 15, 1996	62.	Nystrom, C.	Jan. 12, 2004

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>
63.	Nield, S.	Jan. 12, 2004	97.	Fitzgerald, J.	June 04, 2007
64.	Van Leeuwen, D.	Jan. 12, 2004	98.	Ziebart, D.	July 11, 2007
65.	Milne, D.	Jan. 12, 2004	99.	Eberle, B.	Mar. 25, 2008
66.	Leifsson, D.	June 21, 2004	100.	Glenen, B.	June 02, 2008
67.	Norrington, S.	May 16, 2005	101.	Sinden, R.	June 02, 2008
68.	Peresin, J.	May 16, 2005	102.	Powell, K.	June 02, 2008
69.	Pashley, L.	May 16, 2005	103.	Reisig, J.	June 02, 2008
70.	Hughes, S.	May 16, 2005	104.	Robb, C.	June 02, 2008
71.	Notting, M.	May 16, 2005	105.	Steffich, A.	June 02, 2008
72.	Iorio, R.	May 16, 2005	106.	Roussel, C.	June 02, 2008
73.	Hanson, C.	Aug. 15, 2005	107.	Thompson, J.	June 02, 2008
74.	Behm, A.	Aug. 15, 2005	108.	Richen, M.	June 02, 2008
75.	Kools, K.	Aug. 15, 2005	109.	Mathison, A.	June 02, 2008
76.	Jakubczyk, E.	Aug. 15, 2005	110.	Scrivens, B.	June 02, 2008
77.	Rayner, C.	Aug. 15, 2005	111.	Marshall, R.	June 02, 2008
78.	Doyle, S.	Dec. 10, 2005	112.	Greer, D.	June 23, 2008
79.	Sullivan, M.	May 08, 2006	113.	Ruetz, A.	July 06, 2009
80.	Keats, B.	May 08, 2006	114.	Dalgarno, A.	July 06, 2009
81.	Fraser, I.	May 08, 2006	115.	Zemenchik, K.	July 06, 2009
82.	Gillespie, T.E.	May 08, 2006	116.	Luterbach, C.	July 06, 2009
83.	Buch, C.	May 08, 2006	117.	Kirkham, R.	July 06, 2009
84.	Ng, S.	May 08, 2006	118.	Hunt, A.	Oct. 14, 2009
85.	Glauser, C.	May 08, 2006	119.	Messam, K.	Mar. 14, 2011
86.	McNulty, C.	June 04, 2007	120.	Martins, J.	Apr. 07, 2011
87.	McCulloch, B.	June 04, 2007	121.	Macdonald, M.	Apr. 18, 2011
88.	Bergman, C.	June 04, 2007	122.	Bond, C.	Apr. 18, 2011
89.	Wilkie, M.	June 04, 2007	123.	Demoskoff, T.	Apr. 18, 2011
90.	Montabello, B.	June 04, 2007	124.	Brunt, T.	Apr. 18, 2011
91.	McKay, J.	June 04, 2007	125.	Ikle, R.	Apr. 18, 2011
92.	Bateman, R.	June 04, 2007	126.	Driessen, C.	Apr. 18, 2011
93.	Olson, J.D.	June 04, 2007	127.	Beaton, D.	Apr. 18, 2011
94.	Stewart, C.	June 04, 2007	128.	Bernardino, T.	Apr. 18, 2011
95.	Christmas, J.	June 04, 2007	129.	Baillie, R.	Apr. 18, 2011
96.	Bethune, K.	June 04, 2007	130.	Crowe, L.	Apr. 18, 2011

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>
131.	Friday, J.	April 18, 2011	142.	Streeter, G.	Feb. 13, 2012
132.	Bieman, T.	Nov. 15, 2011	143.	Fisher, D.	Feb. 13, 2012
133.	Grisedale, R.	Dec. 01, 2011	144.	Weir, J.	Apr. 30, 2012
134.	Livingstone, B.	Feb. 13, 2012	145.	Stafford, C.	Apr. 30, 2012
135.	Clare, Z.	Feb. 13, 2012	146.	Takai, W.	Apr. 30, 2012
136.	Schafer, K.	Feb. 13, 2012	147.	Phillips, M.	Apr. 30, 2012
137.	Dalgarno, J.	Feb. 13, 2012	148.	Johnston, D.	Apr. 30, 2012
138.	Sehn, G.	Feb. 13, 2012	149.	Bandringa, K.	Apr. 30, 2012
139.	Smith, R.	Feb. 13, 2012	150.	Warwick, M.	Apr. 30, 2012
140.	Hankinson, G.	Feb. 13, 2012	151.	Matter, A.	Apr. 30, 2012
141.	Hardie, M.	Feb. 13, 2012	152.	Jensen, A.	Apr. 30, 2012

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.	Currie, R.	Feb. 14, 1977	30.	Hieltjes, R.	Apr. 15, 1996
2.	Duddy, M.	Jan. 3, 1978	31.	Banks, C.	Apr. 15, 1996
3.	Vass, R.	Sept. 15, 1980	32.	Milne, R.	Aug. 25, 1997
4.	Leece, B.	Sept. 15, 1980	33.	Shaw, D.	Aug. 25, 1997
5.	McNulty, K.	June 15, 1981	34.	Piccolo, S.	Aug. 25, 1997
6.	Lunden, M.	June 15, 1981	35.	Young, S.	Aug. 25, 1997
7.	Biagi, I.	June 15, 1981	36.	Farina, S.	Aug. 25, 1997
8.	Sheriff, J.	Oct. 13, 1981	37.	Robertson, O.	Aug. 25, 1997
9.	Dumore, G.	Nov. 26, 1984	38.	Denman, R.	June 15, 1998
10.	Copeland, D.	Nov. 26, 1984	39.	Latrace, T.	June 15, 1998
11.	Nyhaug, G.	Nov. 26, 1984	40.	McMurdo, J.	June 15, 1998
12.	Sherley, R.	Oct. 14, 1986	41.	Boulanger, T.	June 15, 1998
13.	Buglioni, G.	July 6, 1987	42.	Doerksen, K.	Sept. 13, 1999
14.	Weisner, K.	Mar. 23, 1988	43.	Iversen, G.	Sept. 13, 1999
15.	Mulligan, G.	Mar. 23, 1988	44.	Palm, D.	Sept. 13, 1999
16.	Senior, G.	July 26, 1988	45.	Beza, P.	Sept. 13, 1999
17.	Skucas, R.	Sept. 5, 1989	46.	Rast, P.	Mar. 13, 2000
18.	Shideler, N.	Nov. 19, 1990	47.	Robson, D.	Mar. 13, 2000
19.	Van Hove, P.	Nov. 19, 1990	48.	Holm, B.	Jan. 8, 2001
20.	Gillespie, T.C.	Nov. 19, 1990	49.	Beedle, P.	March 4, 2002
21.	London, D.	Nov. 19, 1990	50.	Kingsbury, J.	March 4, 2002
22.	Martin, G.	Sept. 6, 1994	51.	Heiti, N.	March 4, 2002
23.	Robinson, B.	Sept. 6, 1994	52.	Masterson, T.	March 4, 2002
24.	Scott, R.	Sept. 6, 1994	53.	Ostrowka, S.	March 4, 2002
25.	Beatty, R.	Sept. 6, 1994	54.	Ziefflie, B.	March 4, 2002
26.	Marshall, S.	Sept. 18, 1995	55.	Olson, J.	March 4, 2002
27.	Bonifazi, S.	Sept. 18, 1995	56.	Chieu, A.	Jan. 12, 2004
28.	Fox, C.	Sept. 18, 1995	57.	Lippmann, T.	Jan. 12, 2004
29.	Miller, J.	Apr. 15, 1996	58.	Andrews, B.	Jan. 12, 2004

SCHEDULE "B" (cont'd)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>
59.	Nystrom, C.	Jan. 12, 2004	90.	Christmas, J.	June 04, 2007
60.	Nield, S.	Jan. 12, 2004	91.	Bethune, K.	June 04, 2007
61.	Van Leeuwen, D.	Jan. 12, 2004	92.	Fitzgerald, J.	June 04, 2007
62.	Milne, D.	Jan. 12, 2004	93.	Glenen, B.	June 02, 2008
63.	Norrington, S.	May 16, 2005	94.	Sinden, R.	June 02, 2008
64.	Peresin, J.	May 16, 2005	95.	Powell, K.	June 02, 2008
65.	Pashley, L.	May 16, 2005	96.	Reisig, J.	June 02, 2008
66.	Hughes, S.	May 16, 2005	97.	Robb, C.	June 02, 2008
67.	Notting, M.	May 16, 2005	98.	Steffich, A.	June 02, 2008
68.	Iorio, R.	May 16, 2005	99.	Roussel, C.	June 02, 2008
69.	Hanson, C.	Aug. 15, 2005	100.	Thompson, J.	June 02, 2008
70.	Behm, A.	Aug. 15, 2005	101.	Richen, M.	June 02, 2008
71.	Kools, K.	Aug. 15, 2005	102.	Mathison, A.	June 02, 2008
72.	Jakubczyk, E.	Aug. 15, 2005	103.	Scrivens, B.	June 02, 2008
73.	Rayner, C.	Aug. 15, 2005	104.	Marshall, R.	June 02, 2008
74.	Sullivan, M.	May 08, 2006	105.	Ruetz, A.	July 06, 2009
75.	Keats, B.	May 08, 2006	106.	Dalgarno, A.	July 06, 2009
76.	Fraser, I.	May 08, 2006	107.	Zemenchik, K.	July 06, 2009
77.	Gillespie, T.E.	May 08, 2006	108.	Luterbach, C.	July 06, 2009
78.	Buch, C.	May 08, 2006	109.	Kirkham, R.	July 06, 2009
79.	Ng, S.	May 08, 2006	110.	Macdonald, M.	Apr. 18, 2011
80.	Glauser, C.	May 08, 2006	111.	Bond, C.	Apr. 18, 2011
81.	McNulty, C.	June 04, 2007	112.	Demoskoff, T.	Apr. 18, 2011
82.	McCulloch, B.	June 04, 2007	113.	Brunt, T.	Apr. 18, 2011
83.	Bergman, C.	June 04, 2007	114.	Ikle, R.	Apr. 18, 2011
84.	Wilkie, M.	June 04, 2007	115.	Driessen, C.	Apr. 18, 2011
85.	Montabello, B.	June 04, 2007	116.	Beaton, D.	Apr. 18, 2011
86.	McKay, J.	June 04, 2007	117.	Bernardino, T.	Apr. 18, 2011
87.	Bateman, R.	June 04, 2007	118.	Baillie, R.	Apr. 18, 2011
88.	Olson, J.D.	June 04, 2007	119.	Crowe, L.	Apr. 18, 2011
89.	Stewart, C.	June 04, 2007	120.	Friday, J.	Apr. 18, 2011

SCHEDULE "B" (cont'd)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>
121.	Messam, K.	Mar. 14, 2011	132.	Fisher, D.	Feb. 13, 2012
122.	Martins, J.	Apr. 07, 2011	133.	Weir, J.	Apr. 30, 2012
123.	Livingstone, B	Feb. 13, 2012	134.	Stafford, C.	Apr. 30, 2012
124.	Clare, Z.	Feb. 13, 2012	135.	Takai, W.	Apr. 30, 2012
125.	Schafer, K.	Feb. 13, 2012	136.	Phillips, M.	Apr. 30, 2012
126.	Dalgarno, J.	Feb. 13, 2012	137.	Johnston, D.	Apr. 30, 2012
127.	Sehn, G.	Feb. 13, 2012	138.	Bandringa, K.	Apr. 30, 2012
128.	Smith, R.	Feb. 13, 2012	139.	Warwick, M.	Apr. 30, 2012
129.	Hankinson, G.	Feb. 13, 2012	140.	Matter, A.	Apr. 30, 2012
130.	Hardie, M.	Feb. 13, 2012	141.	Jensen, A.	Apr. 30, 2012
131.	Streeter, G.	Feb. 13, 2012			



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.	Doyle, S.	Dec. 10, 2005	3.	Bieman, T.	Nov. 15, 2011
2.	Hunt, A.	Oct. 14, 2009	4.	Grisedale, R.	Dec. 01, 2011

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.	Faedo, P.	July 20, 1996	4.	Leifsson, D.	June 21, 2004
2.	Eberle, B.	Mar. 25, 2008	5.	Saulnier, K.	Feb. 07, 1997
3.	Greer, D.	June 23, 2008	6.	Ziebart, D.	July 11, 2007

SENIORITY LISTLIST V

<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.	Macdonald, J.	Sept. 06. 1994			

### SCHEDULE "C"

It is agreed that the following will govern promotions within the bargaining unit.

Promotions – General – The employee's eligibility to be promoted to a higher rank will be evaluated by the Employer, based upon the content of the employee's performance reviews and capability to perform the duties of an Officer.

Should an employee be denied the opportunity to advance to a higher rank, that employee may refer to the Collective Agreement, Article 14 Grievance Procedure.

Notification/Holiday Selection – The Employer will make every effort to notify employees scheduled to attend the next Officers course of the proposed course dates prior to the holiday selections being made.

Compensation – When a course falls on a regular shift the employee will be put on staff duties. When the course falls on a day where the employee is scheduled to work a night shift then the employee will have their regular shift moved from night to day shift. When the course falls on an employee's day off they will have the choice of either eight (8) hours straight time pay or ten (10) hours added to their PBOT bank.

Effective 2013 February 25:

When an exam falls on a day where an employee is not scheduled to attend training and is either scheduled to work night shift or is on a day off they will be paid at straight time to attend the exam with a minimum of three (3) hours paid at straight time.

Where the combination of working shifts and training days results in an employee being scheduled to work more than five (5) consecutive days, the employee shall be given the option to take working shifts off in lieu of receiving the pay or PBOT provided for in this section.

#### Operations Division

1. Entry into the Officer Pool – Pre-Requisites

Completion of NFPA 1001 – Fire Fighter II Certificate and seniority.

2. Entry into the Officer Pool – Operations personnel seeking entry to the Officer Pool must successfully complete all components of the City of Coquitlam Fire/Rescue (CCFR) Professional Fire Officer Development Program Curriculum.

3. CCFR Professional Fire Officer Development Program – Completion of an approved NFPA 1021 Fire Officer I & II course which results in a certificate (Pro-Board or IFSAC accredited) and Emergency Scene Management I & II or approved equivalent.

4. Passing grade CCFR Professional Fire Officer Development Program Examination – An overall combined mark of 70% will be required to pass the CCFR Professional Fire Officer Development Program Examination.
5. Failure to attend all sessions, complete all assignments and quizzes without the Fire Chief's written approval will be considered a failure to achieve a 70% grade on the final exam.
6. Failure to pass CCFR Professional Fire Officer Development Program Examination – When a candidate fails to pass the examination for the Officer Pool, the candidate will be permitted to rewrite the CCFR Professional Fire Officer Development Program Examination after 60 days but not more than 90 calendar days. Failure of the second examination will disqualify the candidate from a further examination at this time. The candidate may apply to a subsequent CCFR Professional Fire Officer Development Program. Failure of the third exam will entitle the candidate to a final (fourth) opportunity to rewrite the CCFR Professional Fire Officer Development Program Examination after 60 days but not more than 90 calendar days. In the unlikely event that failure of a fourth exam should occur, the Fire Chief will evaluate each case on its own merits for future consideration regarding examination eligibility.

Should a candidate pass the second examination, the candidate will enter the Officer Pool as if they had not failed the original examination. Should a candidate pass examination three or four, the candidate will be ranked with the other Professional Fire Officer Development Program participants in accordance with the candidate's seniority.

7. Order of Seniority in the Officer Pool – A senior person, writing on the same original examination date as a junior person who successfully passes their exam, shall be ranked senior to a person of lesser seniority regardless of the junior person's exam mark. The order or ranking of acting Officers already in the Officer Pool will not be disturbed by subsequent additions to the Officer Pool, regardless of the seniority of those persons entering the Officer Pool.
8. Promotion to Lieutenant - Operations – The most senior Pool Officer who fulfills the necessary criteria, subject to Promotions – General, will be chosen to fill the vacancy to confirmed Lieutenant.
9. Promotion to Captain – Operations – The most senior Lieutenant who fulfills the necessary criteria, subject to Promotions – General, will be chosen to fill the vacancy to confirmed Captain.
10. Appeals – Appeals on any Pro Board examination or delivery process will be referred in writing by the member or Union through the Fire Chief to the Pro Board Certification Advisory/Appeals Committee for consideration and determination.
11. Confidentiality – Each candidate will be afforded the opportunity to review his/her examination results for any course of instruction with the Coquitlam Professional Fire Officer's Development Program. Following review by the candidates an eligibility list shall be established and a copy shall be provided to the Union. The Union may review the results of the examinations and shall have

the right of appeal as provided in Section 10 above, on behalf of a candidate should there be a dispute in matters related to placement position in the Officer's Pool.

#### Fire Prevention

1. Entrance to Fire Prevention – The most senior applicant who fulfills the criteria within the Job Description will be chosen for the position.
2. Fire Prevention Inspector – required qualification – Refer to CCFR Job Description Fire Prevention Inspector.
3. Promotion to Lieutenant – Fire Prevention – Refer to CCFR Job Description Lieutenant – Fire Prevention. A confirmed Lieutenant – Fire Prevention will maintain his/her current rank without the necessity to fulfill the educational course criteria. The Fire Chief, at his/her discretion, may allow personnel who do not fulfill the educational course criteria to act in a Lieutenant – Fire Prevention capacity, depending on prevailing necessity.
4. Promotion to Captain – Fire Prevention – Refer to CCFR Job Description Captain – Fire Prevention. A confirmed Captain – Fire Prevention will maintain his/her current rank without the necessity to fulfill the educational course criteria. The Fire Chief, at his/her discretion, may allow personnel who do not fulfill the educational course criteria to act in a Captain – Fire Prevention capacity, depending on prevailing necessity.

#### Field Trainer

1. The most senior applicant who fulfills the criteria within the job description will be chosen for the position of Field Trainer subject to Promotions – General.

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. 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
8. No credit will be given in the following circumstances:
  - (a) Leave without pay
  - (b) Suspension without pay
9. An employee may use sick leave credits for time lost through accidental injuries provided that if they should later make a claim or commence an action for damages against a third party in respect of such injuries, the employee shall include therewith a claim for loss of wages and shall reimburse the City to the extent that they recover 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 they may be entitled.

B. LIEU DAYS1. How Accumulated

A credit of three (3) working shifts shall be credited to each employee for each complete calendar year worked, or for a part year, a credit of one (1) day for each four (4) months of service, which may be accumulated to a non-renewable, non-replenishable career maximum of one hundred and twenty (120).

2. Deductions

A deduction shall be 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 (1) working shift in each four (4) month period of the calendar year. The total lieu days credited to each employee at December 31st of each calendar year shall remain to such employee's credit regardless of time lost in any subsequent year through illness or other reason.

3. Payment of Lieu Days

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

- (i) When an employee 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 they have 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 the employee, which payment shall be computed on the basis of their regular rate of pay in effect in that year.
- (ii) Notwithstanding paragraph (i) above, an employee may request to receive time off for the lieu days that they have accumulated provided that such requests must be based on multiples of complete shifts only. The City will evaluate these requests in the same manner as it evaluates requests for other banked time off.
- (iii) When they leave the service of the City, which payment shall be computed on the basis of their 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.

SCHEDULE "E"ANNUAL CLOTHING ISSUE

Effective 2013 February 25:

1. Effective 2014 January 1, the annual clothing issue standard Uniform Entitlement form CFD-P-26 (the "Form") will have the total points value reduced from the points value in effect on 2013 December 31<sup>st</sup> by the following amount for the respective Fire Department divisions:
  - a) Suppression: 200 points per employee
  - b) Dispatch: 100 points per employee
  - c) Fire Prevention: 250 points per employee
  - d) Training: 200 points per employee
2. For the purpose of administering contract provisions dealing with annual clothing issue, early in each calendar year the Form will be completed by the Employee and submitted to the Fire Chief or designate. The four columns "Annual Maximum", "Points Value", "Prior Size" and "Year Issued" will be filled in by the employer with the appropriate information.
  - a) It will be the responsibility of the employee to verify the information provided on the Form. The employee is also required fill out the remaining columns of the Form indicating the quantity of clothing s/he requests, total points value for each line item and any size changes required. Each employee is also required to ensure that the clothing ordered by the employee does not exceed the number of points that the employee has to their credit for clothing entitlement for the year.
  - b) The Employer may require an employee to produce for inspection, by the Fire Chief or designate, all items in the standard uniform kit as outlined in Article 9. Items which the Fire Chief or designate deems to be in an unacceptable condition will be ordered for the employee out of the employee's available points for the following year.
  - c) Where the employee does not submit the Form to the Fire Chief or designate by the date set by the Fire Chief or designate for submission of the Form, the Fire Chief or designate will determine what items of clothing will be ordered for the employee. The value of the clothing that is ordered for the employee will be less than or equal to the maximum points entitlement for the employee.
3. New items may be introduced to the Form prior to issuing the Form for the upcoming annual order:
  - a) at the sole discretion of the Employer; and/or
  - b) at the request of the Union where all of the following conditions are met:
    - (i) The Union has demonstrated to the Fire Chief or designate that the requested item is necessary for the performance of Fire Department activities;

SCHEDULE "E" (cont'd)

- (ii) The Union has demonstrated to the Fire Chief or designate that the approved kit will not be compromised by the inclusion of the new item(s); and
- (iii) The Fire Chief or designate, at their sole discretion, agrees that the item should form part of the approved uniform.



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 sixteen (16) employees and the Fire Lieutenant Eligibility List at a constant twenty-four (24) 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"

Amended during the 2010 negotiations.

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 Department to report for duty and is provided less than one-half (½) 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:

SCHEDULE "G" cont'd

Page 2

Letter to Mr. Ray Boucher  
1993 June 20  
Page 2

- (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"2010-2011 NEGOTIATIONS1. Staff Duties

Effective 2013 February 25, the City and the Union agree to form a joint committee to discuss the issue of Staff Duties currently contained in Article 5.1(c)(ii). The joint committee will be comprised of three (3) members from management and three (3) members from the Union. The committee will be in effect for six (6) months from 2013 February 25. If the committee does not come to a resolution by the end of the six (6) month period, the committee will be disbanded.

2. Return to the Bargaining Unit

Effective 2013 February 25, the City and the Union agree to form a joint committee to discuss the issue of employees returning to the bargaining unit, which is currently contained in Article 5.6(l). The joint committee will be comprised of three (3) members from management and three (3) members from the Union. The committee will be in effect for six (6) months from 2013 February 25. If the committee does not come to a resolution by the end of the six (6) month period, the committee will be disbanded.

3. Officer Re-Structuring

Effective 2013 February 25, the City and the Union agree to form a joint committee to discuss the creation and implementation of a new officer structure that includes a two-step wage rate and a discussion of the contents of Schedule "F". The joint committee will be comprised of three (3) members from management and three (3) members from the Union. The committee will be in effect for six (6) months from 2013 February 25. If the committee does not come to a resolution by the end of the six (6) month period, either party may refer this matter 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) the 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 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 on the following basis:
  - (a) Where the course of instruction is on a normally scheduled weekly leave day for the affected employee they shall be entitled to compensation in accordance with Article 5.2(a) of the Collective Agreement for the first normally scheduled weekly leave day spent delivering or receiving formalized training. Any other days spent delivering or receiving training during the same weekly leave period shall not attract the premium payments noted above and instead shall be reconciled over a fifty-six day period.

LETTER OF UNDERSTANDING  
TEMPORARY REALIGNMENT OF WORK SCHEDULES (cont'd)

- (b) Where the course of instruction is scheduled on a day where the employee is normally scheduled to work a night shift, the Employer may, without attracting the premium payments noted above, re-schedule the night shift to a day shift provided that any portion of the realigned work schedule does not exceed four (4) consecutive ten (10) hour days.

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"

Amended by the 2007 Memorandum of Agreement  
and during the 2010 negotiations.

LETTER OF UNDERSTANDING

between the

CITY OF COQUITLAM

(hereafter "the Employer")

and the

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

(hereafter "the Union")

HOURS OF WORK - FIRE PREVENTION DIVISION

The Employer and the Union hereby agree to the following:

1. Employees working in the Fire Prevention Division shall work a four (4) day, thirty-five (35) hour work week (excluding meal breaks) and shall be subject to the following:
  - (a) The daily hours of those employees required to work a four (4) day, thirty-five (35) hour work week shall be eight and three-quarter ( $8\frac{3}{4}$ ) hours excluding a meal break;
  - (b) Basic annual working hours shall remain unchanged as 260.89 x daily hours as per the 5-day week; e.g.,  $260.89 \times 7 = 1826\frac{1}{4}$  hours;
  - (c) Basic annual public holiday hours shall remain unchanged as 11 x daily hours as per the 5-day week; e.g.,  $11 \times 7 = 77$  hours; each employee's statutory holiday account shall be reviewed at the end of each calendar year in order to reconcile actual statutory holiday leave taken during the calendar year relative to the 77-hour entitlement; to the extent necessary, reconciliation may be achieved by either crediting or debiting other leave accounts or by direct salary adjustment;
  - (d) Account shall be taken of the difference in basic annual rest period allowances; e.g.,  $52.178 \text{ weeks} \times 5 \text{ days} \times 20 \text{ minutes} (= 86.96 \text{ hours})$  in the case of the standard 5-day week; and  $52.178 \times 4 \times 20 \text{ minutes} (= 69.57 \text{ hours})$  in the case of the 4-day;
  - (e) For the purposes of Overtime pay on a scheduled working day, normal daily working hours and the normal work week shall be considered to be those lengths of time established by the parties pursuant to paragraph 1(a) herein;
  - (f) Annual Vacation entitlement and all credits for Sick Leave benefits and Gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee's credit by the daily working hours as per the previous 5-day week; all deductions or debits shall be made on the basis that each working day of absence shall be measured as the length of time established by the parties pursuant to paragraph 1(a) herein;

LETTER OF UNDERSTANDING  
HOURS OF WORK – FIRE PREVENTION DIVISION (cont’d)

- (g) Notwithstanding any clause in a Collective Agreement to the contrary, an employee shall not receive pay for acting senior capacity where the employee has been temporarily required to accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the compressed work week;
  - (h) Whenever any doubt arises as to how the fringe benefit conversion should be made with respect to any item (whether or not covered by this Section 1) the doubt shall be resolved by reference to the basic principle agreed upon by the parties, i.e., there shall be no additional salary or benefit cost to the Employer, and no reduction in the salaries or benefits received by the employees as a consequence of the introduction of a compressed work week pursuant to this Letter of Understanding; and
  - (i) Other working conditions and fringe benefits shall remain unchanged for those employees required to work a four (4) day, thirty-five (35) hour work week except as specifically amended by this Section 1.
2. Either party may cancel this Letter of Understanding by issuing written notice to the other party provided that such notice may only be issued during a period of collective bargaining and shall not be effective prior to the date of ratification of the Memorandum of Agreement that finalizes that round of bargaining.
  3. In the event that this Letter of Understanding is cancelled in accordance with item (2) above, the hours of work and shift configuration pattern for the Fire Prevention Division shall revert to the hours of work and shift configuration pattern in effect on 1999 May 31 pursuant to Article 5.1(c)(i) of the 1995-1996 Collective Agreement.

DATED this 16<sup>th</sup> day of January, 2009, in the City of Coquitlam.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

“Ron Price”

“Mike Duddy”

“Tony Delmonico”

“Troy Latrace”

“Paul Strangway”

“Brian Clift”