



2020 – 2021

COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COQUITLAM

AND

THE PORT COQUITLAM FIREFIGHTER'S ASSOCIATION

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



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THIS AGREEMENT made and entered into this ___ day of _____, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COQUITLAM

(Hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND:

THE PORT COQUITLAM FIREFIGHTERS' ASSOCIATION

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

(Hereinafter called the "Union")

PARTY OF THE SECOND PART

ARTICLE 1: COVERAGE

- 1.1:** WHEREAS the Employer is an employer within the meaning of the Labour Relations Code [RSBC 1996] Chapter 244 of the Revised Statutes of British Columbia and amendments thereto:
- 1.2:** AND WHEREAS the Union is the duly certified bargaining authority for those employees of the Employer employed as Fire and Emergency Services Department personnel at Port Coquitlam, British Columbia, save and except the Fire Chief, Deputy Fire Chief(s), Assistant Fire Chief(s), Emergency Preparedness Officer, and Exempt Administration Support.
- 1.3:** AND WHEREAS this Agreement constitutes the wages and working conditions for the employees for whom the Union is so certified.
- 1.4:** NOW THEREFORE the Parties hereto agree as follows:

ARTICLE 2: DEFINITIONS

"ASSISTANT FIRE CHIEF" means employee(s) appointed as the principal assistant to the Fire Chief and to act on his/her behalf in his/her absence.

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

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

“DAY” or “CALENDAR DAY” means a twenty-four (24) hour period of time commencing at midnight.

“DAY SHIFT” means the period of duty extending from 8:00 a.m. in one (1) day to 6:00 p.m. in the same day for Suppression Staff.

“DEPUTY FIRE CHIEF” means the employee(s) appointed as the principal assistant to the Fire Chief and to act on his/her behalf.

“FIRE CHIEF” means the employee appointed by the Council to be in charge of the Port Coquitlam Fire and Emergency Services and includes, when necessary, the employee Acting in such capacity.

“FIRE PREVENTION CAPTAIN” means the employee(s) appointed as Captain in the Fire Protective Services Division.

“INSPECTOR” means the employee(s) appointed as Inspector in the Fire Protective Services Division.

“TRAINING CAPTAIN” means the employee(s) appointed as Training Captain in the Safety and Training Division.

“HALL” means each individual fire hall.

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

“NIGHT SHIFT” means the period of duty extending from 6:00 p.m. in one (1) day to 8:00 a.m. in the next day for Suppression Staff.

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

ARTICLE 3: TERM OF AGREEMENT

This agreement shall be for a term of two (2) years, from 2020 January 01 to 2021 December 31, both dates inclusive, but shall continue and remain in full force and effect from year to year thereafter unless either party within four (4) months prior to the expiry date of this agreement gives the other party written notice of desire to terminate or amend such agreement.

ARTICLE 4: UNION SECURITY

4.1: All employees covered by the Union Certificate of Bargaining Authority shall, upon the completion of one (1) month of continuous service, become and remain a member of the

Union as a condition of their remaining and continuing as employees of the Fire & Emergency Services Department.

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

ARTICLE 5: WORKING CONDITIONS

5.1: Hours of Duty

- (a) Hours of Duty for Suppression Fire Fighters and Captains shall be an average of forty-two (42) hours per week.
- (b) The hours of duty for employees in the Fire Protective Services Division and Safety and Training Division shall be an average of thirty-seven and one-half (37½) hours per week.
- (c) It is understood and agreed between the Parties that at such time as the Fire Protective Services Division is staffed with two (2) or more employees who have completed a minimum of six (6) months satisfactory service, Fire Protective Services Division employees will commence being scheduled on a compressed work week. The specific scheduling of the compressed work week will be determined by the Fire Chief in consultation with the Union.

It is further understood and agreed that the Fire Chief or designate may revert the Fire Protective Services Division and/or Training Division to a five (5) day work week in order to effectively respond to staff turnover, vacation requirements, illness of employees or any other situation that, in the opinion of the Fire Chief or designate, necessitates such reversion.

- (d) Employees acting as Assistant Fire Chief will work a thirty-seven and one-half (37½) hour work week.
- (e) The hours of duty for non-uniformed employees shall be an average of thirty-five (35) hours per week.
- (f) Effective 2020 June 22, employees working as Acting Deputy Chief shall work an average of a thirty-seven and a one-half (37½) hour work week, which is inclusive of a one-half (½) hour lunch break.

5.2: Promotional Policy

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

5.3: Vacancies – Posting of Positions

When a vacancy occurs, or a new position affords an opportunity for an “in-service” promotion, for an employee in any class of employment covered by this Agreement or a new position covered by this Agreement is created, a job posting shall be posted in the fire hall(s) at least sixteen (16) calendar days prior to the close of applications or the position becoming vacant to ensure the position is filled on the official day of retirement.

5.4: Probationary Period and Seniority

- (a) Every new employee shall be considered to be on probation until the completion of twelve (12) months’ service. Where an employee is absent for an accumulated total of twelve (12) or more working days during the probationary period, the Employer may extend the probationary period by the total number of days the employee was absent.
- (b) This period shall be for the purpose of determining a person’s suitability for permanent employment. At any time during this period employment may be terminated if it can be satisfactorily shown the employee is unsuitable for employment.
- (c) Suitability for employment will be decided on the basis of factors such as:
 - (1) quality of work;
 - (2) ability to work harmoniously with others;
 - (3) conduct;
 - (4) ability to meet acceptable standards for the position as set by the Employer.
- (d) The probationary period may also be extended by mutual agreement between the Employer and the Union.

5.5: Promotions to Higher Positions or Transfers

- (a) All appointments, promotions, and transfers shall be on the basis of the first six (6) months being trial period.
- (b) Notwithstanding Article 5.5(a), the positions of Fire Prevention Captain and Fire Inspector shall have a trial period of twelve (12) months.
- (c) If, during the trial period, the Employer 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 position without

loss of seniority. Similarly, if the employee finds himself or herself unable to perform the duties of the new position, the employee shall so inform the Employer prior to the expiration of their trial period and they shall then relinquish the new position but shall have the privilege of reverting to their former position without loss of seniority. Employees shall not accumulate the time-spent acting in a higher capacity as a credit toward their trial period at the time of full-time appointment to a senior rank.

- (d) Employees in the above positions may make written application to revert to their former classifications on the second anniversary of their appointment to the position, on the fourth anniversary of their appointment to the position, and thereafter on their annual anniversary of their appointment to the position.
- (e) When an employee requests a transfer under this Article 5.5, the Chief will act on the matter at hand within a sixty (60) day period or less upon receipt of the employee's written request, which may be made no earlier than sixty (60) days before the anniversary date.

5.6: Seniority List

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

An employee's age shall govern the seniority of employees commencing employment on the same day, with the oldest being senior.

5.7: General Conditions

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

ARTICLE 6: REMUNERATION

6.1: Pay

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

Bi-weekly pay shall be computed as follows:

$$\frac{12 \times \text{Monthly Salary}}{26.089}$$

6.2: Pay Scale When Acting As Captain

- (a) Effective 1999 May 8, the position of Lieutenant has been reclassified to a Captain in charge of the Ladder/Rescue Company.
- (b) The Union accepts the class specification requirements for all Captains' positions within the Department, including modifications to include Pre-Fire Planning and Public Education duties.
- (c) To be an acting officer an employee must complete the Department Officer Course, as well as Fire Officer Level 1, and Incident Safety Officer.
- (d) Acting Captains shall receive one hundred and twelve percent (112%) of a Tenth (10th) Year Firefighter's rate of pay for their first fifty-six (56) shifts acting as a Captain. After completion of the Company Officer Mentoring Program and fifty-six (56) shifts as an acting Captain they shall receive one hundred and twenty-two percent (122%) of a Tenth (10th) Year Firefighter's rate of pay on their fifty-seventh (57th) shift and all acting shifts thereafter.
- (e) The Employer shall make every reasonable effort to ensure employees receive required training and courses prior to acting.
- (f) Fire Protective Services Acting Captain will be compensated as follows:

One hundred and twelve percent (112%) for completion of:

all requirements of Fire Inspector, plus

half of the required courses for FPS Captains.

One hundred and twenty-two percent (122%) for completion of:

the FPS Captain Training Program.

6.3: Pay for Acting in a Senior Capacity

- (a) Any employee covered by this Agreement who, at the instructions of the Fire Chief or the officer in charge, is required to accept the responsibilities and carry out the duties incident to a position or rank senior to that which the employee normally holds shall be paid at the rates noted in Schedule "A".
- (b) In case of emergency, and neither the Fire Chief nor designate is available, the Chief Administrative Officer shall assign any Officer to assume the duties of Acting Deputy Chief on a temporary basis and shall report directly to the Chief Administrative Officer.

6.4: Standby Pay

Effective 2020 June 22:

Employees working in the position of Acting Deputy Chief who are required to be on standby for after-hours operational support in addition to the hours of work described in Article 5.1(f) will be paid two (2) hours of standby pay at the Acting Deputy Chief rate for each shift for which the employee is required to be on standby. The Acting Deputy Chief standby rate (two (2) hours) is compensation for all duties performed while on standby, except for those provided for in Article 6.5(a) (call-out), Article 6.5(c) (overtime for extension of shift), and Article 6.5(d) (administrative meetings).

6.5: Overtime, Call-Out, Extra Shifts, Training

- (a) An employee reporting for work in an emergency call-out, on the call of the Fire Chief or officer in charge, at any time other than the employee's regular working hours, shall be paid at the rate of double time their regular rate of pay with a minimum of three (3) hours.
- (b) An employee reporting for work for all other call-ins (i.e. for staff maintenance) on the call of the Fire Chief or officer in charge, at any time other than the employee's regular working hours, shall be paid at the rate of one and one-half (1½) times their regular rate of pay with a minimum of three (3) hours at the rate of one and one-half (1½) times their regular rate of pay or time off.
- (c) An employee who, at the conclusion of their shift, remains on duty on the instructions of the Fire Chief or officer in charge for a time in excess of one-half (½) hour shall be paid from the conclusion of their shift at the rate of one and one-half (1½) times their regular rate of pay for all hours so worked.
- (d) Notwithstanding anything contained in Article 6.5(a), an employee reporting for work on the call of the Employer for the purpose of attending a meeting of an administrative nature shall be paid at their regular rate of pay for the entire period spent attending such meeting in response to the call with a minimum of three (3) hours' pay, subject to the following conditions:
 - (1) at least one (1) week's notice of the meeting date shall be provided.
 - (2) in the event a scheduled meeting date is postponed, at least one (1) week's notice of the new meeting date shall be provided;
 - (3) each employee involved in any such scheduling effort will be expected to cooperate fully in the effort, but will not be subject to discipline for failure to agree to meet on any day when the employee has a prior commitment of a personal nature;
 - (4) nothing contained in this Article 6.5(d) shall be construed so as to interfere with the right of the Employer to require an employee to report

for work pursuant to Article 6.5(a) for the purpose of attending a meeting of an administrative nature or of any other kind, in which case neither the rate of one (1) times the regular hourly rate nor any of the conditions set out in paragraphs (1) to (3) inclusive of the Article 6.5(d) shall apply.

- (e) Where an employee is required to work a portion of an extra shift or an extra shift, for the purpose of relieving another employee who has been given leave of absence to attend any course of instruction away from their regular place of work, the relieving employee shall, at the option of the Employer, receive either an amount of time off equivalent to one and one-half (1½) times the number of extra hours so worked or pay at the rate of one and one-half (1½) times their regular hourly rate of pay for such extra hours.

Under this clause, Article 6.5(e), any period of work which immediately follows, or which immediately precedes the relieving employee's regular shift, will not be subject to any minimum period of compensation, and any other period of work will be subject to a minimum of three (3) hours at the rate of time and one-half (1½).

- (f) All training that is required by the City that is scheduled other than during an employee's regular duty hours shall be compensated at their regular rate of pay.
- (g) Members working as Burn Technicians shall be paid at the Tenth (10th) Year Firefighter rate.
- (h) Members of the Critical Incident Stress Management Team that report to work at the request of the Duty Chief to assist with an incident will be paid at one (1) times their regular rate of pay for a minimum of three (3) hours.

6.6: Calculation of Overtime

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

$$\frac{12 \times \text{Monthly Salary}}{2,184 \text{ hours}}$$

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

$$\frac{12 \times \text{Monthly Salary}}{2,088 \text{ hours}}$$

- (c) Overtime pay for all employees working thirty-seven and one-half (37½) hours per week or thirty-seven point three three (37.33) hours per week shall be computed on an hourly basis as follows:

12 x Monthly Salary
1,957.57 hours

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

12 x Monthly Salary
1,827 hours

ARTICLE 7: SPECIAL ALLOWANCES

7.1: Clothing

- (1) The clothing under this Article shall be ordered by the Employer within twenty-one (21) days of receipt of all completed order forms from employees. Order forms will be issued no later than September 30th of each year for issue in the following year.
- (2) Only those uniform and uniform accessories that have been approved by the Fire Chief shall be worn by employees of the Department while on Duty.
- (3) All items contained in Schedule "C" are to be worn only during ON DUTY working hours unless prior approval from the Fire Chief has been obtained.
- (4) All full time uniformed employees will be provided with a clothing point credit based on a Clothing Point System.
- (5) Schedule "C" itemizes clothing items and associated point values. The value as indicated in the Uniform Schedule will be adjusted annually by the Employer to reflect current value and the rate rounded off to the nearest whole point.
- (6) No more than five percent (5%) (rounded off to the nearest whole number) of points may be carried over in any given year.
- (7) Employees in their retirement year will receive a pro-rated value of their clothing point system (clothing point value divided by (12) times number of months employed in their retirement year).
- (8) A "Recruit Uniform Kit" will be ordered for each new employee within one (1) month of their start date.
- (9) The annual clothing point values will be determined as per the following formula:

2 - Pairs of trousers
4 - Shirts
1 - Tie
1 - Pair of boots

1 - Nightshirt
1 - Sweat-pant
4 - Pairs of work socks
4 - Short sleeve uniform t-shirts
1 - Parka
1 - Belt
1 - Cap
1 - Tunic_____

Total cost plus GST x 2 = "A" every 10th year after 1st year

2 - Pairs of trousers
4 - Shirts
1 - Tie
1 - Pair of boots
1 - Nightshirt
1 - Sweat-pant
4 - Pairs of work socks
4 - Short sleeve uniform t-shirts

Total cost plus GST x 18 = "B"

2 - Pairs of trousers
4 - Shirts
1 - Tie
1 - Pair of boots
1 - Nightshirt
1 - Sweat-pant
4 - Pairs of work socks
4 - Short sleeve uniform t-shirts
1 - Parka
1 - Belt
1 - Cap
1 - Tunic_____

Total cost plus GST x 9 = "C" every 3rd year after 1st year

((A + B + C) divided by 29) x 80% = Total Point Value

(10) Honour Guard – Every new Honour Guard member approved by the Fire Chief will, on a one (1) time basis be provided with the following Honour Guard Uniform Kit:

- 1 - Pant - Honour Guard
- 1 - Pair of boots - Honour Guard
- 1 - Set of regalia - Honour Guard
- 1 - Cap - Honour Guard
- 1 - Belt buckle - Honour Guard
- 1 - Tie - Regular
- 1 - Tunic – Honour Guard

- 1 - Garment Bag - Honour Guard

Honour Guard replacement items will be provided by the Employer on an “as needed basis” as approved by the Fire Chief.

(11) A “Recruit Uniform Kit”, shall consist of the following:

- 2 - Pairs of trousers
- 3 - Dark blue shirts & 1 light blue shirt (Suppression and Fire Inspector staff) or
- 4 - Light blue shirts (for Administration staff)
- 1 - Tie
- 1 - Pair of boots or shoes (as appropriate)
- 4 - Pairs of work socks
- 4 - Short sleeve uniform t-shirts
- 1 - Parka
- 1 - Belt
- 1 - Belt buckle
- 1 - Cap
- 1 - Hat badge
- 1 - Tunic

(12) A “Uniform Kit” will consist of the following items:

- 2 - Pairs of trousers
- 3 - Dark blue shirts & 1 light blue shirt (Suppression and Fire Inspector staff) or
- 4 - Light blue shirts (for Administration staff)
- 1 - Tie
- 1 - Pair of boots or shoes (as appropriate)
- 4 - Pairs of work socks
- 4 - Short sleeve uniform t-shirts
- 1 - Parka
- 1 - Belt
- 1 - Belt buckle
- 1 - Cap
- 1 - Hat badge
- 1 - Tunic
- 1 - Complete Regalia Set (as appropriate). Note: the initial regalia for an Officer will be provided by the Fire Chief upon promotion.

(13) With reasonable notice an employee may be requested by the Fire Chief to produce for inspection all items in the “Uniform Kit” for each uniformed employee. A complete “Uniform Kit” must be kept at all times at one of the two Fire Halls. Items not in an acceptable condition and/or not produced and/or not meeting Work Safe Regulations (boots/shoes) will be ordered for the employee out of their available points for the following year. If an employee is unable to

produce these items or they are found to be in an unacceptable condition a second time the employee will lose the privilege of ordering their clothing and Administration will order any future clothing for the employee. Note: upon receiving a written submission from the employee as to why the privilege should be reinstated the Fire Chief **may** elect to reinstate this privilege to the employee.

(14) New items may be introduced to the order form after the following criteria is met:

- The item must form part of the approved uniform dress as approved by the Fire Chief.
- It must be demonstrated that the approved "kit" will not be compromised by the inclusion of new items.
- Guidelines for use will be established for any new items.

(15) The Employer shall provide cleaning for no more than the following:

- 1 shirt for every day worked
- 1 pair of pants for every two (2) days worked
- 1 parka or 1 tunic every six (6) months (note: the Fire Chief or designate may authorize additional cleaning for parkas and tunics if required).

Items requiring cleaning are to be dropped off and picked up by employees in a place designated by the Fire Chief for that purpose at the #1 Fire Hall.

(16) A Union Management Clothing Committee will be established consisting of two (2) union and two (2) exempt employees to discuss matters related to clothing and forward recommendations to the Fire Chief for consideration.

7.2: Fire Fighting Equipment

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

ARTICLE 8: WORK COVERAGE

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

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

ARTICLE 9: GENERAL

9.1: Bereavement Leave

An employee shall be granted up to three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, grandparents, grandparents-in-law; and any other relative by blood or marriage residing in the employee's household. Where the death or burial occurs outside the Lower Mainland - Fraser Valley Area, such leave shall include reasonable traveling time, the latter not to exceed seven (7) days. The length of such leave of absence shall be determined by the Fire Chief and shall be based upon the individual merits of each application for such leave. Additionally, at the discretion of the Fire Chief, one-half (½) day leave may be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner.

9.2: Death in Service

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

9.3: Meals During Major Fires

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

9.4: Court Appearance

- (a) Any employee who is required to serve as a juror or court witness shall receive their regular rate of pay for the period of absence, provided that all jury pay or like remuneration earned during the employee's regular working shifts shall be returned to the Employer, and also provided that such employee returns to work within a reasonable time after being released from such duty.
- (b) An employee who is required to appear in court on their day off as the result of an incident which occurred during the course of their duties as a fire fighter shall be permitted to take compensating time off on a straight time basis.

9.5: Legal Counsel

Any employee covered by the terms of this Agreement, who during the regular course of their employment, is charged in a Provincial Court or is before a Coroner's Court, shall be provided with legal counsel at no cost to the employee. However, the employee reserves the right to approve such counsel, and failing such approval, the Employer shall contribute to counsel of the employee's choice, an amount not to exceed a maximum of two thousand dollars (\$2,000.00) dollars or such additional amount as may be approved by the Employer for each occurrence.

9.6: Absence from Duty of Union Officials

The Employer agrees that when it is necessary for Union Officials to leave their employment temporarily for the purpose of collective bargaining with the Employer, or for the purpose of settling grievances as outlined in this Agreement, the said officials shall suffer no loss of pay for the time so spent.

The Employer agrees that official representatives of the union may be granted leave of absence without pay to attend Union conventions or perform any other function on behalf of the Union.

9.7: Training

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

9.8: Resident Restrictions

General Residency Requirements:

All Fire fighters must reside within the **primary living boundaries** which are defined as being no more than thirty (30) kilometers from the boundaries of the City of Port Coquitlam.

After submission of a written request and only with subsequent approval by the Fire Chief, up to a maximum of fifteen percent (15%) of the total number of permanent employees of the department may reside in the extended boundaries.

The **extended boundaries** are defined as the following municipalities north of the US border and outside the primary boundaries. For municipalities that have areas both within the primary and extended boundaries, only those areas outside the thirty (30) kilometer range would be classified as in the extended boundaries.

Effective 2020 November 24:

- Abbotsford
- Delta
- Langley
- Mission
- Richmond
- Vancouver
- West Vancouver
- White Rock

9.9: Relief and Sickness

The senior qualified firefighter on shift shall act as Captain.

9.10: Dismissals and Lay-Offs

- (a) When a permanent employee of the Fire & Emergency Services Department is relieved of their position, the employee shall be given thirty (30) days' notice, or in lieu thereof, one (1) month's pay.
- (b) In the event of a reduction in the staff of the Fire & Emergency Services Department being necessary, seniority shall govern.
- (c) In the case of a lay-off due to a reduction in staff, the laid off employee shall retain, but not accumulate, seniority for a period equal to their years of service, to a maximum of three (3) years. Recall from lay-off shall be in order of seniority.
- (d) **Severance Pay**

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

9.11: Current Telephone Information

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

9.12: License Renewal – Class 3

Employees who are required to obtain a Class 3 License in order to perform their duties as a Fire Fighter, will be reimbursed for the medical examination and the medical licensing fee charged by the Insurance Corporation of British Columbia for Class 3 licenses less the charge/fees charged to obtain a Class 5 license. Original receipts must be provided to the Administration Division for processing.

ARTICLE 10: EMPLOYEE BENEFITS

10.1: Medical Services Plan of B.C.

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

Premium will be one hundred percent (100%) paid by the Employer.

10.2: Extended Health Benefits Plan

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

Premium will be one hundred percent (100%) paid by the Employer.

10.3: Dental Plan

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

- (a) Basic Dental Coverage (Plan "A") providing for one hundred percent (100%) of the prescribed schedule of fees.
- (b) Prosthetics, crowns, and bridges (Plan "B") providing for seventy-five percent (75%) of the prescribed schedule of fees.
- (c) Orthodontics (Plan "C") providing for adults & dependent children. Sixty percent (60%) of the prescribed schedule of fees up to the maximum lifetime limit per employee and dependent of five thousand dollars (\$5,000.00).

Premium will be one hundred percent (100%) paid by the Employer.

10.4: Group Life Insurance

All employees covered by the agreement shall be enrolled in a group life insurance plan that provides a benefit of fifty thousand dollars (\$50,000.00) life insurance or two (2) times the salary for each person whichever is the greater computed to nearest one thousand dollars (\$1,000.00), with a waiver of premium in the event of total disability.

Premium will be one hundred percent (100%) paid by the Employer.

10.5: Sick Leave Plans

These plans provide four (4) types of sick leave, short term, medium term, long term and long term total disability. Details are as follows:

10.6: Short Term Sick Leave

Defined as the first:

- Seventy-two (72) hours for those working on a two (2) platoon system,
- Sixty-seven and one-half 67½ hours for administrative staff working seventy-five (75) hours every two (2) weeks, and
- Sixty-three (63) hours for administrative staff working seventy (70) hours every two (2) weeks.

This will be a self-funded plan paid by union members and funded by a payroll deduction, the amount of which is determined by the union. Deposits to, and withdrawals from, this fund will be recorded in a separate general ledger account by the City and the union will have access to this account for reconciliation purposes. As a self-funded plan, payments will be non-taxable, and not subject to Canada Pension, or Employment Insurance deductions. Benefits paid from this union fund will be paid at the rate of sixty-seven percent (67%) of gross pay. The City will administer the payments by regular payroll

cheque, on behalf of the union. This plan is registered with the British Columbia Pension Corporation in Victoria, so that the full two (2) weeks will qualify as contributory earnings for pension purposes. Full Municipal Pension Plan deductions will be taken from the cheque for the whole bi-weekly amount (i.e. one hundred percent (100%) of regularly classified bi-weekly gross), as well as any deductions for bonds, United Way, etc. and tax, on the City paid portion only. Medical certificates may be requested in accordance with Article 10.12 below.

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

10.7: Definition of Short Term Sick Leave

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

Successive periods of sick leave due to entirely unrelated causes will be considered one (1) period of sick leave, unless the employee has returned to regular duty for at least one (1) full working day.

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

10.8: Medium Term Sick Leave

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

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

10.9: Long Term Sick Leave Plan

On December 31st of each year each full time employee who has completed twelve (12) months of continuous service is given a credit of two hundred fifty-two (252) hours (or equivalent hours equal to six (6) weeks depending on hours worked per week), which will be accumulated to a maximum of two thousand five hundred and twenty (2,520) (or sixty (60) weeks) for their future use as long term sick leave benefits only. An employee who has used up fifteen (15) weeks of medium term sick leave is entitled to draw from this accumulation until it is exhausted. Medical certificates are required. Payment is made by City at the rate of one-hundred percent (100%) of gross pay with all regular deductions.

10.10: Long Term Total Disability

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

10.11: Sick Leave Recovery

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

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

10.12: Medical Certificates

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

10.13: Workers' Compensation

Effective 2020 November 24, an employee absent from duty due to injuries received in the performance of the employee's duties and not caused by the employee's willful misconduct as determined by the 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 the WorkSafeBC but monies received by the employee from the 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 the WorkSafeBC by the City, be paid by the WorkSafeBC directly to the City.

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

10.14: Gratuity Plan

Effective 2020 November 24:

- (a) Each employee covered by this Agreement shall receive one (1) gratuity day at the employee's regular rate of pay for each of the following periods in which the employee does not take any leave under the sick leave plans of Article 10.5 to Article 10.10:

January 1 to March 31
April 1 to June 30
July 1 to September 30
October 31 to December 31

For Suppression employees, "gratuity day" shall be one (1) Duty Shift, which is equivalent to twelve (12) hours when paid out. For all other employees, "gratuity day" is one (1) working day or the equivalent in hours when paid out.

- (b) The maximum lifetime gratuity days granted to each employee is one hundred and twenty (120) days.

- (c) For each employee on December 31st of the year following the year in which the gratuity days were earned, gratuity days will be paid out, less one (1), which will be put into an accumulation bank.
- (d) When an employee requests to take a gratuity day as time off, the Duty Chief must approve or deny the request no later than forty-eight (48) hours before the requested time off. Under extenuating circumstances, the Fire Chief may approve a written request from the employee to have a gratuity day taken as time off prior to the forty-eight (48) hours. At no time, will the Employer or the employee be able to cancel or change the gratuity day time off request, once it has been approved. All requests to use a gratuity day as time off must be made in writing by the employee and are subject to approval by the Employer. Gratuity days shall be used in whole days or Duty Shifts.
- (e) Employees shall receive all accrued gratuity days in cash on leaving the employ of the Employer, provided that the employee has completed at least three (3) years of continuous service.
- (f) Gratuity days that are paid out will be paid at the employee's regular classified rate at the time of the payment.
- (g) At the employee's request, on retirement or termination of employment, payment for outstanding gratuity days shall be rolled over into a retirement savings plan, established by the employee.
- (h) The Employer shall provide a record of Sick Leave credit and gratuity days annually.

10.15: Survivors Death Benefit

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

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

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

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

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

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

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

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

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

Two (2) or more children – as above except at the rate of fifty percent (50%).

For purposes of this clause, a child shall mean:

- a child under the age of eighteen (18) years including a child of the deceased yet unborn;
- an invalid child of any age; and
- a child under the age of twenty-one (21) years who is in full time attendance in an academic, technical or vocational place of education.

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

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

10.16: Pension and Retirement

- (a) All employees covered by this Agreement shall be enrolled in the Municipal Pension Plan in accordance with the terms of the Municipal Pension Plan Rules. New employees shall be enrolled in the Municipal Pension Plan from date of hire.
- (b) All employees of the Fire & Emergency Services Department, upon reaching the age of sixty (60) years, shall retire from the Department, effective at the end of the calendar month in which the employee reaches their sixtieth (60th) birthday.
- (c) Each employee shall take all due vacation and holiday time prior to the effective date of such employee's severance from the Department, provided however, that if an employee is off work on WorkSafeBC benefits, the employee shall receive their vacation and holiday time in pay.

(d) Pension Groups

- (1) The Employer agrees to apply to the Pension Corporation to become a Group 5 employer under the rules of the Municipal Pension Plan.

In the event the Pension Corporation approves the application, 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.

Effective the date that the Pension Corporation approves the application for Group 5 Pension, all employees eligible for enrolment in Group 5 shall cease to be covered by Article 10.17 "Special Agreement Plan" and shall receive a Supplemental Pension Allowance (SPPA) of zero point five six percent (0.56%) of pensionable earnings to be directed to a group tax free savings plan (Group TFSA). This payment shall be recorded on the employee's biweekly paycheque in lieu of participation in the Special Agreement (SA).

- (2) 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 Plan (if they are already contributing) in accordance with Article 10.17.
- (3) 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.

10.17: Special Agreement Plan

Effective the date the Pension Corporation approves the application to become a Group 5 Employer under the rules of the Municipal Pension Plan, the Special Agreement Plan will cease to apply to all employees except for any employees who:

- (a) were part of the Group 2 Pension;
- (b) do not qualify for Group 5 pension; and
- (c) were contributing to the Special Agreement Plan under this Article 10.17 prior to the date the Employer became a Group 5 Employer.

An employee who continues to be in the Group 2 Pension and who was prior to the date the Employer became a Group 5 Employer contributing to the Special Agreement Plan will continue to be covered by the Special Agreement Plan set out in this Article 10.17.

All employees enrolled in the Municipal Pension Plan shall contribute an additional two percent (2%) of gross regular pay to a Special Agreement Plan. The Employer shall contribute an additional two and one-half percent (2½%) - both portions used to increase pension upon retirement, or refunded to employee in the event of their termination and withdrawal of pension funds. This plan will cover all firefighters enrolled in the Municipal Pension Plan, and will replace the existing plan outlined in Letter of Understanding No.1 in the 1987 contract.

10.18: Early Retirement Incentive Program (ERIP)

- (1) The following applies for retirements that occur prior to December 31, 2021:
 - (a) Employees shall inform the Fire Chief, of their desire to retire and access the ERIP, in writing, no later than four (4) months prior to the date the IAFF member wishes to retire. The program is applicable to employees fifty (50) to fifty-nine (59) years of age.
 - (b) All IAFF members will ensure that they have sufficient information on which to base their decision to retire, including having made contact with the Pension Corporation to request pension estimates.
 - (c) If an IAFF member wishes to reconsider their retirement decision, they will have a maximum of thirty (30) days from the notification to the Fire Chief, of their decision to rescind their notice of retirement.
 - (d) The Employer will provide one (1) month's salary at the Firefighters' (and other than Firefighters') current rate classification for each full year of early retirement up to a maximum of five (5) years.
 - (e) The City will endeavour to pay employees this Early Retirement Incentive in the most tax effective method available (all Canada Revenue Agency Income Tax

Legislation must be followed). Funds paid to the employee will be designated as a "Retirement Allowance" or transferred to an RRSP. The Employer will not be responsible for any incorrect information supplied by the employee as it relates to Canada Revenue Agency Income Tax Legislation or the employee's own individual tax situation.

- (2) Effective 2020 June 22, the following applies to retirements that occur in the year 2022 and beyond:
- (a) Employees shall inform the Fire Chief in writing of their desire to retire and access the ERIP no later than July 31st of the year prior to the year they wish to retire. The Fire Chief may use discretion to shorten the notice period. The program is applicable to employees fifty (50) to fifty-nine (59) years of age.
 - (b) Notwithstanding the notice provision of Article 10.18(2)(a), an employee on Long Term Total Disability does not have to provide any notice in order to access the ERIP.
 - (c) Employees may rescind their retirement notice in writing to the Fire Chief no later than December 1st of the calendar year prior to their retirement year. If the employee rescinds notice past July 31st, the employee will again be required to follow the notice requirements of Article 10.18(2)(a) to access the ERIP.
 - (d) The Employer will provide one (1) month's salary at the employee's current rate classification for each full year of early retirement up to a maximum of five (5) years.
 - (e) The City will endeavour to pay employees this Early Retirement Incentive in the most tax effective method available (all Canada Revenue Agency Income Tax Legislation must be followed). Funds paid to the employee will be designated as a "Retirement Allowance" or transferred to an RRSP. The Employer will not be responsible for any incorrect information supplied by the employee as it relates to Canada Revenue Agency Income Tax Legislation or the employee's own individual tax situation.

10.19: Employee and Family Assistance Program

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

10.20: Maternity Leave Supplemental Employment Insurance Benefit Plan (SEIB)

- (a) Birth mothers who are entitled to maternity leave as provided for in this Article 10.20 of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (b) Subject to the approval of Service Canada, 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.

- (c) 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, or as provided for in paragraph (2) above.
- (d) 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:
 - (1) For the first six (6) weeks, which includes the Employment Insurance waiting period; and
 - (2) 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.
- (e) The Plan meets the requirements of Section 38 of the EI Regulations, specifically that, when combined with an employee's weekly EI 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.
- (f) 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 is 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 11: ANNUAL VACATIONS AND STATUTORY HOLIDAYS

11.1: Annual Vacations for Suppression Employees

Paid annual vacation for Suppression employees shall be as follows:

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the "Employment Standards Act".
- (b) At the discretion of the Fire Chief, employees in their first part calendar year of service may take their vacation in cash.
- (c) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of eight (8) Duty Shifts for each month or portion of month greater than one-half ($\frac{1}{2}$) worked by December 31st.

- (d) During the employee's second (2nd) and third (3rd) calendar year of continuous service – eight (8) Duty Shifts per calendar year.
- (e) During the employee's fourth (4th) to tenth (10th) calendar year of continuous service – twelve (12) Duty Shifts per calendar year.
- (f) During the employee's eleventh (11th) to twentieth (20th) calendar year of continuous service – sixteen (16) Duty Shifts per calendar year.
- (g) During the employee's twenty-first (21st) calendar year and thereafter of continuous service – twenty (20) Duty Shifts per calendar year.
- (h) During the employee's twentieth (20th) calendar year of service and on every fifth (5th) year thereafter, an additional sixteen (16) Duty Shifts shall be granted as recognition for long service. This leave is to be taken during the five (5) year period for which it is granted at a time convenient to both the Fire Chief and the employee.
- (i) Employees who leave the service after completion of twelve (12) consecutive months of employment, shall receive vacation for the calendar year in which termination occurs, on the basis of one-twelfth ($\frac{1}{12}$) of their vacation entitlement for each month or portion of a month greater than one-half ($\frac{1}{2}$) that had been worked up to the date of termination.
- (j) All annual vacations shall commence on the first day back on shift after the regular days off.
- (k) In all cases of termination of service for any reason other than retirement in accordance with the terms of the Municipal Pension Plan Rules or on attaining maximum retirement age, adjustment will be made for an overpayment of vacation.
- (l) All annual vacation and statutory holiday time shall be taken by December 31st or paid out unless otherwise approved by the Fire Chief and is at his/her sole discretion.
- (m) Long service leave shall be forwarded beyond the five (5) year point in the event of long-term absence due to illness or injury and upon approval of the Fire Chief. In the event that there is accrued long service leave outstanding in the employee's final year of employment, it shall be paid out.

11.2: Annual Vacations for Fire Protective Services and Training Division Employees

Paid annual vacation for Fire Protective Services and Training Division employees shall be as follows when working a compressed four-day work week:

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

- (b) At the discretion of the Fire Chief, employees in their first part calendar year of service may take their vacation in cash.
- (c) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of eight (8) Working Days for each month or portion of month greater than one-half ($\frac{1}{2}$) worked by December 31st.
- (d) During the employee's second (2nd) and third (3rd) calendar year of continuous service – eight (8) Working Days per calendar year.
- (e) During the employee's fourth (4th) to tenth (10th) calendar year of continuous service – twelve (12) Working Days per calendar year.
- (f) During the employee's eleventh (11th) to twentieth (20th) calendar year of continuous service – sixteen (16) Working Days per calendar year.
- (g) During the employee's twenty-first (21st) calendar year and thereafter of continuous service – twenty (20) Working Days per calendar year.
- (h) During the employee's twentieth calendar year of service and on every fifth (5th) year thereafter, an additional sixteen (16) Working Days shall be granted as recognition for long service. This leave is to be taken during the five-year period for which it is granted at a time convenient to both the Fire Chief and the employee.
- (i) Employees who leave the service after completion of twelve (12) consecutive months of employment, shall receive vacation for the calendar year in which termination occurs, on the basis of one-twelfth ($\frac{1}{12}$) of their vacation entitlement for each month or portion of a month greater than one-half ($\frac{1}{2}$) that had been worked up to the date of termination.
- (j) All annual vacations shall commence on the first day back on shift after the regular days off.
- (k) In all cases of termination of service for any reason other than retirement in accordance with the terms of the Municipal Pension Plan Rules or on attaining maximum retirement age, adjustment will be made for an overpayment of vacation.
- (l) Employees retiring in accordance with the terms of the Municipal Pension Plan Rules or upon leaving at reaching maximum retirement age are entitled to pro-rated vacation that is proportional to the time worked by that employee in that calendar year to the amount to which the employee would have been entitled had the employee not left the service of the Employer.
- (m) All annual vacation and statutory holiday time shall be taken by December 31st or paid out unless otherwise approved by the Fire Chief and is at his/her sole discretion.

- (n) Long service leave shall be forwarded beyond the five (5) year point in the event of long-term absence due to illness or injury and upon approval of the Fire Chief. In the event that there is accrued long service leave outstanding in the employee's final year of employment, it shall be paid out.

11.3: Annual Vacation for Receptionist/Clerk Typist

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

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

Vacation entitlement each year shall be:

- (a) During an employee's first (1st) calendar year of service or portion thereof one and one-quarter (1¼) working days each month remaining in the calendar year (including the month in which employment commences).
- (b) During each of an employee's second (2nd) to fifth (5th) calendar year, inclusive, of service fifteen (15) working days.
- (c) During each of an employee's sixth (6th) to twelfth (12th) calendar year, inclusive, of service twenty (20) working days.
- (d) During each of an employee's thirteenth (13th) to nineteenth (19th) calendar year, inclusive, of service twenty-five (25) working days.
- (e) During the employee's twentieth (20th) calendar year of service and in each subsequent year of service, one (1) additional day's vacation shall be granted per year up to and including the employee's twenty-sixth (26th) calendar year of service for a maximum of thirty-two (32) working days.
- (f) During an employee's last calendar year of service or portion thereof a number of working days that is proportional to the number of months worked in the calendar year and the number of working days to which the employee would have been entitled had the employee not left the service of the Employer.

- (2) Statutory Holidays shall be as follows:

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

and any other day proclaimed by the Federal, Provincial, or Municipal Government.

11.4: Vacation Adjustment Provision

As soon as possible following December 31 of each year, the Employer shall calculate a percentum amount of pay above an employee's confirmed rank rate of pay which shall be based on the total number of days from the preceding calendar year that the employee acted in a rank above their confirmed rank rate of pay. The Employer shall pay that employee the percentum difference as an adjustment in salary entitlement for the purposes of their annual vacation salary, i.e.:

- (a) Each member of the Union will be paid vacation pay at their confirmed rank at the time of their vacation or long service leave.
- (b) In January of each year the payroll records will be analyzed to determine the percent of time spent during the preceding year in an acting rank or ranks.
- (c) As soon as possible thereafter, the employee will then be paid an additional amount of salary based on the percentage difference between their confirmed rank rate of pay and the acting rank or ranks rate of pay.

11.5: Statutory Holidays

- (a) Those employees who have completed twelve (12) months continuous service and who are engaged in a type of work required to be performed continuously and on every day, including Statutory Holidays throughout the year, shall receive in each year, in lieu of the Statutory Holidays listed below, an equivalent number of working shifts in addition to annual vacation entitlements. It is further provided that the time off in lieu of Statutory Holiday need not be taken immediately after (and without any time intervening) nor immediately before the annual vacation period. Effective 2020 November 24, an employee who actually works on a Statutory Holiday shall receive, instead of payment at their regular rate, payment at the rate of one and one-half (1½) times their regular rate.
- (b) Statutory Holidays as referred to in Article 11.5(a) above shall be as follows:

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

and any other day proclaimed by the Federal, Provincial, or Municipal Government.

ARTICLE 12: LABOUR MANAGEMENT COMMITTEE

- (a) A Labour Management Committee shall be established for the purpose of developing and maintaining an effective channel of communication between the Employer and the Union.
- (b) The Labour Management Committee shall be comprised of two (2) members to be appointed by the Employer and two (2) members to be appointed by the Union.
- (c) A meeting of the Labour Management Committee may be called by either party to this agreement and shall be held on a date and time mutually agreed upon.
- (d) Employees attending a meeting of the Labour Management Committee shall suffer no loss in pay for attendance, nor will they receive compensation for attending on off duty hours.

ARTICLE 13: GRIEVANCE PROCEDURE

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

Stage 1

Every potential grievance shall in the first instance and within seven (7) calendar days of the occurrence of the incident giving rise to the difference between the Parties, or within seven (7) calendar days of when the employee first becomes aware of the incident giving rise to the difference be discussed in a meeting with the Fire Chief or designate.

If the difference is not satisfactorily settled at this discussion stage, the employee's representative shall submit a grievance in writing within seven (7) calendar days of the meeting.

Stage 2

Within seven (7) calendar days of receipt of the written grievance, the Fire Chief or designate shall give a written response to the employee and the Union. Should the grievance be denied, written explanations shall be given.

Stage 3

If the grievance is not satisfactorily resolved at Stage 2 the Union within fourteen (14) calendar days may submit in writing to the Fire Chief the Union's intention to refer the matter to a Board of Arbitration consisting of three (3) members, one (1) of whom shall be appointed by the Employer and one (1) by the Union. In the event that either Party

fails to nominate a member of the Board, then the other member shall have the right to nominate on the defaulting Party's behalf. The two (2) members so appointed, shall themselves appoint a Chair of the Arbitration Board. Should the members fail to agree on a Chair, said Chair shall be appointed by the Minister of Labour. The provisions of the Labour Relations Code of British Columbia shall govern such arbitration. The majority decision of the Board shall be final and binding on both Parties and each Party shall bear the expense of their nominee and pay half the expenses of the Chair.

Amending Time Limits

Wherever there is a stipulated time line expressed within Article 13, the said time line may be extended only by mutual written consent of the Parties.

Failure of the Union to adhere to the time requirements in this Article shall result in the abandonment of the grievance, on a without prejudice basis. Failure of the Employer to adhere to the time requirements shall result in the grievance being resolved in favour of the Union, on a without prejudice basis.

IN WITNESS WHEREOF the Employer has caused this agreement to be signed by the Mayor and the Corporate Officer, and the Union has caused this agreement to be executed by its duly authorized officers.

THE CORPORATION OF THE CITY OF PORT COQUITLAM:

'Brad West'
Mayor

'Carolyn Deakin' (Acting)
Corporate Officer

**PORT COQUITLAM FIREFIGHTERS' ASSOCIATION,
LOCAL 1941 OF THE I.A.F.F.:**

'Brandon Dougan'
President

'Matt Stonehouse'
Secretary-Treasurer

SCHEDULE "A"

Salary Increases and Term of Agreement

Term of Agreement: January 1, 2020 to December 31, 2021

Salary Increases:

January 1, 2020	2.5%
January 1, 2021	2.5%

SCHEDULE "A"

Salary Rates – January 1, 2020 to December 31, 2020

CLASSIFICATION:	%	CODE	BIWEEKLY	MONTHLY
Receptionist/Clerk Typist (non-uniform – 35 hours/week)				
• 1st year	52.5%	641-01	2039.94	4435.00
• 2nd year	55%	641-02	2136.99	4646.00
• 3rd year	60%	641-03	2331.56	5069.00
• 10th year	63%	641-04	2447.93	5322.00
Firefighters				
• 1st Year	70%	601-01	2720.23	5914.00
• 2nd Year	80%	611-01	3108.44	6758.00
• 3rd Year	90%	616-01	3497.11	7603.00
• 4th Year	100%	621-01	3885.78	8448.00
• 10th Year	103%	626-01	4002.15	8701.00
Inspector – Fire Protective Services				
• 1st 6 months	70%	671-01	2720.23	5914.00
• 2nd 6 months	75%	672-01	2914.33	6336.00
• 2nd Year	80%	673-01	3108.44	6758.00
• 3rd Year	90%	674-01	3497.11	7603.00
• 4th Year	100%	675-01	3885.78	8448.00
• 10th Year	103%	676-01	4002.15	8701.00
Fire Prevention Officer *	104%	687-01	4162.21	9049.00
Lieutenant *	112%	631-01	4482.35	9745.00
Captain *	112%	635-01	4482.35	9745.00
	122%	636-01	4882.52	10615.00
Fire Prevention Captain *	112%	680-01	4482.35	9745.00
	122%	690-01	4882.52	10615.00
Training Captain *	112%	637-01	4482.35	9745.00
	122%	637-03	4882.52	10615.00
Acting Training Officer *	128%	651-01	5122.62	11137.00
Assistant Chief Training and Development *	132%	652-01	5282.69	11485.00
Acting Deputy Chief *	138%	655-01	5522.79	12007.00

NOTE:

* Rates so identified use the Tenth (10th) Year Firefighter Rate as base. The remainder are based on the Fourth (4th) Year Firefighter Rate.

Increments will be granted on the employee's anniversary date in the position.

SCHEDULE "A"

Salary Rates – January 1, 2021 to December 31, 2021

CLASSIFICATION:	%	CODE	BIWEEKLY	MONTHLY
Receptionist/Clerk Typist (non-uniform – 35 hours/week)				
• 1st year	52.5%	641-01	2091.00	4546.00
• 2nd year	55%	641-02	2190.35	4762.00
• 3rd year	60%	641-03	2389.51	5195.00
• 10th year	63%	641-04	2509.10	5455.00
Firefighters				
• 1st Year	70%	601-01	2787.84	6061.00
• 2nd Year	80%	611-01	3186.17	6927.00
• 3rd Year	90%	616-01	3584.50	7793.00
• 4th Year	100%	621-01	3982.83	8659.00
• 10th Year	103%	626-01	4102.42	8919.00
Inspector – Fire Protective Services				
• 1st 6 months	70%	671-01	2787.84	6061.00
• 2nd 6 months	75%	672-01	2987.01	6494.00
• 2nd Year	80%	673-01	3186.17	6927.00
• 3rd Year	90%	674-01	3584.50	7793.00
• 4th Year	100%	675-01	3982.83	8659.00
• 10th Year	103%	676-01	4102.42	8919.00
Fire Prevention Officer *	104%	687-01	4266.63	9276.00
Lieutenant *	112%	631-01	4594.58	9989.00
Captain *	112%	635-01	4594.58	9989.00
	122%	636-01	5004.87	10881.00
Fire Prevention Captain *	112%	680-01	4594.58	9989.00
	122%	690-01	5004.87	10881.00
Training Captain *	112%	637-01	4594.58	9989.00
	122%	637-03	5004.87	10881.00
Acting Training Officer *	128%	651-01	5250.95	11416.00
Assistant Chief Training and Development *	132%	652-01	5415.16	11773.00
Acting Deputy Chief *	138%	655-01	5661.24	12308.00

NOTE:

* Rates so identified use the Tenth (10th) Year Firefighter Rate as base. The remainder are based on the Fourth (4th) Year Firefighter Rate.

Increments will be granted on the employee's anniversary date in the position.

SCHEDULE "B"

Seniority List

The following is agreed to as the established Seniority List for the employees covered by this Agreement as of the date of signing.

NAME	SERVICE DATE
CURLEY, Patrick	June 17, 1991
HARTLE, Steve	May 17, 1993
PATERSON, Brent	May 18, 1993
HOULT, Kendall	May 12, 1995
PIGOTT, Andrew	May 12, 1995
DIMSDALE, Rod	February 14, 1996
JOHANNESSEN, Rod	February 16, 1996
TRUSCOTT, Dale	April 28, 1997
RILEY, Darren	June 28, 1999
DeCICCIO, Robert	November 13, 2001
ALLEGRETTO, Rod	August 25, 2003
PATERSON, Kirk	August 26, 2003
ANDERSON, Bret	July 26, 2004
NELSON, Jeff	July 26, 2004
EVANS, Chad	November 15, 2004
HOY, Jamie	November 16, 2004
STONEHOUSE, Matthew	January 18, 2006
OLSON, Keith	January 19, 2006
MASI, Ryan	January 20, 2006
CRUMP, Steven	October 16, 2006
CLARKSON, Blake	December 04, 2006
CONKIN, Stephen	June 22, 2007
ALLAN, Sean	June 25, 2007
CRUMP, Shaun	August 17, 2008
FAHLMAN, Andrew	August 18, 2008
BRUCHET, Bradley	August 19, 2008
DOUGAN, Brandon	May 17, 2010
NICHOLSON, Christopher	May 17, 2010
HOCHSTETTER, Kevin	May 17, 2010
MYLES, Adam	May 17, 2010
CUTAYNE, Matthew	May 17, 2010
MURRAY, Jennifer	August 09, 2010
ALDERLIESTEN, Nicolas	April 30, 2012
BOURNE, Ryan	April 30, 2012
CLARIDGE, Matthew	April 30, 2012
TROUSDELL, Lorne	April 30, 2012
DAVISON, Tyrel	September 24, 2012

SCHEDULE "B" (cont'd)

NAME	SERVICE DATE
HARCUS, James	April 22, 2013
JOHNSTON, Elizabeth	April 22, 2013
LOSS, Thomas	April 22, 2013
BENSON, Eric	April 22, 2013
KULHANEK, Colby	April 22, 2013
DOVE, Stephen	April 22, 2013
RUDINSKY, Michael	June 10, 2013
MCLEAN, Sean	January 13, 2014
EWING, Craig	January 13, 2014
PAINE, Heather	January 13, 2014
DELMONICO, Matthew	June 01, 2015
SADGROVE, Jeff	June 01, 2015
JENSEN, Ryan	June 01, 2015
EARLE, Sean	June 01, 2015
HAMILTON, Jaydon	November 14, 2016
HAMILTON, Joel	November 14, 2016
BRODIE, William	November 14, 2016
GALLAGHER, Conrad	November 14, 2016
MARSHALL, Jason	July 17, 2017
SIMPSON, Derek	July 17, 2017
OISHI, Steve	July 17, 2017
COUPER, Ryan	July 17, 2017
MOINI, Rod	July 17, 2017
BREEDVELD, Greg	July 17, 2017
MALHI, Gurdeep	October 16, 2017
CAMPBELL, Sean	October 16, 2017
YAP, Adam	April 09, 2018
RICHARDSON, Kyle	April 09, 2018
DIGINOSA, Mike	April 09, 2018
WILSON, Emily	April 09, 2018
HUGHES, Brent	January 14, 2019
KONG, Mitchell	January 14, 2019
ADAMS, Tyson	January 14, 2019
COULSON, Stuart	January 14, 2019
HO, Landon	November 18, 2019
NORDSTRAND, Brett	November 18, 2019
WILLIAMS, Ryan	November 18, 2019
McLEOD, Riley	November 18, 2019
MASSULLO, Darren	January 06, 2020
KIRKBY, Jordan	November 16, 2020
PLENERT, Edward	November 16, 2020

SCHEDULE "C"

Clothing Items

<u>Clothing Item</u>		<u>Max. Order Point Value Per Unit</u>
Bag – Duffle style for turnout gear	1	55
Belt	1	12
Belt Buckle	1	58
Belt Pouch	1	15
Cap – Baseball Style	1	12
Cap – Uniform	1	45
Coveralls – Regular	1	45
Coveralls – Special Ops	1	245
Court Mounting of Medals	Per/medal	16
Dress Burberry	1	345
Fire Service – Epaulettes – Captain	4	15
Fire Service – Hat Badge - Fire Fighter	1	46
Fire Service – Hat Badge – Captain	1	46
Fire Service – Hat Band – Captain	1	16
Fire Service – Jacket Collar Dogs – Captain	4	16
Fire Service – Leatherman Tool	1	90
Fire Service – Name Tags – Captain	1	26
Fire Service – Retirement Shoulder Crests (pair)	2	25
Fire Service – Shirt Collar Dogs – Captain	4	16
Fire Service – Tie Clip	2	25
Fire Service – Wallet/Badge	1	40
Honour Guard Cap	1	60
Honour Guard Gloves	4	10
Honour Guard Regalia (complete set)	2	120
Honour Guard Pants	2	85
Honour Guard Tunic	1	275
Honour Guard Boots	1	200
Honour Guard Garment Bag	1	50
Honour Guard Lanyard	1	15
Parka – styled coat – Regular with Patches on Jacket	1	172
Parka – styled coat – Tall with Patches on Jacket	1	172
Pants regular	4	69

SCHEDULE "C" (cont'd)

<u>Clothing Item</u>		<u>Max. Order Point Value Per Unit</u>
Shirts Dark Blue Short Sleeve	6	26
Shirts Dark Blue Long Sleeve	6	27
Shirts Light Blue Short Sleeve	6	25
Shirts Light Blue Long Sleeve	6	27
Shorts – Nylon	2	15
Shorts – Cotton	2	15
Socks	4	14
Sweater	1	40
Sweatshirt	1	23
Sweatpants	1	23
Shoes – oxford (non-steel toe)	1	90
Shoes – oxford (steel toe)	1	95
Special Operation Gloves	1	
Tie – Clip-on	1	6
Tie – Regular	1	8
T-Shirt – Navy SS	4	7
T-Shirt – Navy LS	4	10
Tunic	1	255
Watch – Indiglow/digital/wrist style	1	60
Work Boot – steel toe 6" cut	1	95
Work Boot – steel-toe 6" cut – (Zipper Style)	1	322

LETTER OF UNDERSTANDING NO. 1

RELIEF/FLOATING POSITION

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COQUITLAM

AND:

THE PORT COQUITLAM FIREFIGHTERS' ASSOCIATION, LOCAL 1941

This agreement with respect to hiring of up to two (2) Relief/Floater Firefighters (hereinafter "Floater") is made and entered into by the City of Port Coquitlam and the Port Coquitlam Firefighters' Union, Local 1941, IAFF, for the purpose such as to maintain the present Fire Suppression staffing level, special assignments and reduction of overtime. The terms of this letter apply to the position of Floater only.

- (1) Employees hired as a Floater shall not be assigned to a permanent shift and shall not necessarily work a rigid "two (2) day shifts/two night shifts/four (4) days off" rotation; rather the Floater shall be assigned by the Fire Chief as need dictates, and shall have their hours of work balanced by the Fire Chief.
- (2) The Floater will be available for both scheduled and unscheduled relief on the Two (2) Platoon System. After completion of the assigned work schedule the Floater will receive at least forty-eight (48) hours uninterrupted time off. If the Floater is called in on the forty-eight (48) hours time off, it will be from the Union's Call List for overtime, where the Floater will be paid as per the Collective Agreement.
- (3) While on duty the Floater will be available for Fire Suppression or other related duties within the Fire Department as assigned by the Fire Chief.
- (4) In the event that a problem occurs in the scheduling and/or administering of the Floater, it shall be resolved by the Parties hereto and the Letter shall be amended to the extent necessary to resolve the problem.
- (5) An employee will be assigned to the Floater position when the Training Division Chief determines that the new member is qualified, but no sooner than the completion of the first six (6) months of the Firefighter's probationary period.
- (6) Any employee hired as a Floater would be covered by Local 1941 Collective Agreement except for items covered by this Letter of Understanding.
- (7) When a permanent position in the Fire Department becomes available, the Floater, as per Article 5.4 of the Collective Agreement, will become a permanent employee.

LETTER OF UNDERSTANDING NO. 2

FIELD TRAINERS

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COQUITLAM

AND:

THE PORT COQUITLAM FIREFIGHTERS' ASSOCIATION, LOCAL 1941

Effective 2020 November 24:

It is agreed between the Parties that:

- (1) The department will use Field Trainers as an additional resource to assist the Training Division in the instruction of Special Operations and Hazardous Materials Training as well as any other specialized training programs as mutually agreed upon by the Fire Chief (or designate) and the Union.
- (2) Selection of Field Trainers will be based on the required knowledge, ability and skill having been attained. Where two (2) or more employees have attained the required knowledge, ability and skill as required by the Fire Chief, then seniority shall be the deciding factor.
- (3) Employees appointed as a Field Trainer must, subject to the trial period described in Article 5.5, commit to the appointment for a minimum period of thirty-six (36) months.
- (4) Annual performance reviews will be conducted by the Assistant Chief of Training and Development (or designate) for all Field Trainers and continued suitability will be decided on the following factors:
 - (a) Ability to meet acceptable standards and certifications as prescribed by the Assistant Chief of Training and Development;
 - (b) Quality of work;
 - (c) Ability to work harmoniously with others; and
 - (d) Conduct.

