

2012 – 2019

COLLECTIVE AGREEMENT

between

THE CITY OF PORT MOODY

and

THE PORT MOODY FIREFIGHTERS' UNION, LOCAL 2399,

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

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THIS AGREEMENT

BETWEEN:

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

OF THE FIRST PART

AND:

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

OF THE SECOND PART

ARTICLE 1 COVERAGE

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

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

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

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

ARTICLE 2 UNION SECURITY

2.1 Union Dues

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

2.2 Security Regarding Amalgamation

In the event the City Fire Department amalgamates with Coquitlam and/or Port Coquitlam or any other municipality, all employees of the Port Moody Fire Department, at the time of amalgamation will remain at the Port Moody Fire Hall. All employees will retain their positions and seniority. A transfer to another hall will be made only on request of the City and subsequent agreement to such a transfer by the employee. A transfer by an Employer of employees of Port Coquitlam and/or Coquitlam or any other municipality to the Port Moody Fire Hall will be made with the understanding that said employee(s)' seniority will be below that of the Port Moody Fireman who had the least amount of seniority at the time of amalgamation. It is understood and agreed that this Article 2, Section 2, shall terminate on and be of no affect for any period after 2019 December 31.

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

In the event amalgamation of Fire Departments occur, this Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto. It is understood and agreed that this Article 2, Section 3, shall terminate on and be of no affect for any period after 2019 December 31.

ARTICLE 3 REMUNERATION

3.1

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

3.2 Pay for Acting Senior Capacity

- (a) Any person covered by this Agreement who is required to accept the responsibilities and carry out the duties incident to a position or rank senior to that which the employee normally holds shall be paid at the rate for the senior position or rank while so acting.
- (b) When an employee is required to assume the duties and responsibilities of a rank higher than that which the employee normally holds for an accumulated total of at least six (6) months in any calendar year, the employee shall be paid at the rate for the higher rank for the vacation period, any necessary adjustments to be made at the end of the calendar year.

3.3 Instructor Pay

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

3.4 Specialty Pay

Effective 2016 May 25:

- (a) Members certified as SCBA Air Technicians, who are required by the Fire Chief or designate to repair or maintain SCBA and related equipment shall be paid a ten (10%) percent hourly premium for all hours spent repairing and maintaining SCBA and related equipment; and
- (b) Qualified Suppression members who are required to conduct Fire Investigations by the Fire Chief or designate shall be paid a ten (10%) percent hourly premium for all hours spent conducting fire investigations.

ARTICLE 4 WORKING CONDITIONS

4.1 Probationary Period

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

4.2 Promotional Policy

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

4.3 Promotions to Higher Positions or Transfers

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

period and the employee shall then relinquish the new position, but shall have the privilege of reverting to their former position without loss of seniority.

4.4 Retirement

- (a) Upon reaching the maximum age of sixty (60) years, each employee covered by this Agreement shall without exception be retired from the Fire Department effective the end of the calendar month in which the employee reaches their sixtieth (60th) birthday.
- (b) Effective 2016 May 25, employees are required to provide twelve (12) weeks' notice of their date of retirement or termination.

ARTICLE 5 HOURS OF WORK AND OVERTIME

5.1 Hours of Work

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

- (a) The employees occupying positions set forth in Group 1 of the said Schedule "A" shall work an average of forty-two (42) hours per week.
- (b) The employees occupying positions set forth in Group 2 of the said Schedule "A", except for Training Captain, shall work a thirty-five (35) hour week. The employees occupying the position of Training Captain shall work an average of thirty-five (35) hours per week.

5.2 Extra Shifts

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

5.3 Overtime

(a) Overtime Rates

An employee who is required to work overtime immediately following the completion of a regular shift shall be paid at one and one-half (1½) times the hourly rate of the employee for the first two hours and two (2) times the hourly rate of the employee for all overtime hours worked beyond two hours, computed on the basis of the employee's normal working hours. When computing the payment of overtime of an employee under this Section, all time worked by such employee from the time the employee completes their regular shift until the employee returns (if the

employee's duties required them to leave the regular place of work) to the employee's regular place of work (e.g., the Fire Hall at which the employee is stationed) and has been relieved of further duties, shall be deemed to be overtime.

(b) Callout

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

(c) Effective 2016 May 25, notwithstanding anything contained in Article 5.3 (b), an employee reporting for work on the call of the City on Christmas Day or Boxing Day, other than the employee's regular working hours, shall be paid at the rate of triple the employee's regular rate of pay for all hours worked during Christmas Day or Boxing Day in response to the call, and double time thereafter, with a minimum of three (3) hours at the rate of triple the employee's regular rate of pay.

5.4 Calculation of Overtime

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

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

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

The figure 26.089 is derived as follows:

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

5.5 Extra Shifts - Training

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

Effective 2016 May 25, where an employee attends a training course outside of the employee's working hours and the training course is one that the Fire Chief requires the employee to attend, the employee shall be paid at the employee's regular hourly rate for the first two (2) shifts spent in such training in a calendar year and at one-half (1½) times the employee's regular hourly rate for all time spent in such training beyond the first two (2) shifts in a calendar year.

5.6 Meetings of an Administrative Nature

The Employer may require Platoon Captains to attend meetings of an administrative nature on an employee's regularly scheduled day off. An employee reporting to work to attend a meeting of an administrative nature shall be paid at the employee's regular rate of pay for the entire period spent at the meeting, with a minimum of three (3) hours at the employee's regular hourly rate of pay. The Employer will provide at least three (3) weeks' notice of the meeting date. The Employer may schedule a maximum of three (3) meetings per calendar year pursuant to this Article.

Nothing contained in Article 5.6 shall be construed so as to interfere with the right of the Employer to require an employee to report for work pursuant to Articles 5.2 or 5.3 for the purpose of attending a meeting of an administrative nature, or of any other kind.

ARTICLE 6 VACATIONS AND STATUTORY HOLIDAYS

6.1 Entitlement

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

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

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

- (b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of eight (8) duty shifts for each month or portion of a month greater than one-half (½) worked by December 31st.
- (c) During the second calendar year of service - eight (8) duty shifts.
- (d) During the third up to and including the tenth calendar year of service - twelve (12) duty shifts.
- (e) During the eleventh up to and including the twenty-third calendar year of service, except during the twenty-first calendar year of service - 16 duty shifts.
- (f) During the twenty-first, twenty-fourth and all subsequent calendar years of service - 20 duty shifts.
- (g) After the completion of twenty (20) years' service, sixteen (16) additional duty shifts will be granted as annual leave, to be taken before the completion of twenty-five (25) years of service, at the option of the employee, and that a similar allowance be made at the completion of twenty-five (25) years' service and each subsequent five (5) year period thereafter. PROVIDED HOWEVER, when an employee who is entitled to additional leave under this Article 6.1(g), elects to take such leave, the employee shall make application to the Fire Chief within thirty (30) calendar days following the date of publication of the annual vacation schedule for the employees by the Department, stating the period when the employee will be absent on leave; any application for additional leave may be amended or changed by the applicant within the prescribed thirty (30)

calendar-day period; any application for additional leave or any application to amend or change any application for additional leave made following the expiration of the prescribed thirty (30) calendar-day period may be refused by the Fire Chief if, in the Chief's opinion, the exigencies of the Department necessitate such refusal, but such applications shall not be unreasonably refused by the Fire Chief.

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

- (h) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month or portion of a month greater than one-half (½) worked to the date of termination.

PROVIDED THAT:

- (i) "Calendar year", for the purposes of this Agreement, shall mean the twelve (12) month period from January 1st to December 31st, inclusive.
- (j) In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation.

6.2 Statutory Holidays

- (a) Those employees who are employed in the positions set forth in Group 1 of said Schedule "A" (which employees are hereinafter in this Article 6.2(a) and in Article 6.2(b) referred to as Group 1 employees) and who have completed twelve (12) months' continuous service by December 31st, shall receive in each calendar year, in lieu of eleven (11) (effective 2014 October 16, twelve (12)) general holidays, time equivalent to eleven (11) (effective 2014 October 16, twelve (12)) duty shifts.

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

EXCEPT THAT:

- (i) All employees who are hired after January 1st in any calendar year shall receive time equivalent to each of the twelve (12) general holidays which occur during their period of service in the calendar year in which they commence their employment and such holidays shall be taken immediately after (and without any time intervening) the annual vacations referred to in Article 6.1; a fraction of a duty shift shall be calculated to the nearest whole number;

Effective 2019 December 30:

- (ii) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive time equivalent to the allotted duty shifts in lieu of any

statutory holiday entitlements to which they may have been otherwise entitled to for the calendar year in which termination occurs, on the basis of one-twelfth ($\frac{1}{12}$) of their statutory holiday 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) If an employee whose duties normally require such employee to work on public holidays is required to work on any general holiday, then in addition to the holiday to which the employee is entitled under Article 6.2, the employee shall be paid at the rate of fifty per centum (50%) of their regular rate of pay (calculated on an hourly basis) for each of the hours worked by the employee between the hours of 12:01 a.m. and 11:59 p.m. on such general holiday.

6.3 Lengthy Absence from Duty

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

Every attempt will be made by the City to reschedule annual vacation and statutory holiday entitlement as soon as possible during the calendar year in which they were originally scheduled or prior to March 31 in the immediately following calendar year, provided the City shall not incur any overtime costs as a result of rescheduling the annual vacation and statutory holiday entitlement.

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

ARTICLE 7 EMPLOYEE BENEFITS

7.1 Sick Leave

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

- (a) Effective 2016 May 25, employees will be permitted up to twelve (12) hours to visit a doctor or dentist (specialists only) on the City's time for non-emergencies in any one (1) year. Appointments shall be confirmed in advance with the Department Head.
- (b) Sick leave shall be credited on January 1st of each calendar year.
- (c) Where an employee has completed the probation period but has less than one (1) year of service by December 31st of the calendar year in which the employee commenced employment with the City, the employee shall be credited with sick leave on a pro-rata basis, retroactive to the commencement of employment with the City. The accumulation would, as at December 31st of the then calendar year, be less any sick leave used during the period between completion of six (6) months of service and December 31st.

- (d) Employees with one (1) year or more of service as at December 31st of the then current year would receive annually a further credit of eighteen (18) working days on January 1st of the next following calendar year.
- (e) It is understood and agreed that, with reference to this Section and Subsection herein, no employee shall be entitled to more than eighteen (18) days' sick leave until the completion of one (1) year of service.
- (f) Sick pay and general holiday pay shall be paid at the employee's current rate of pay on the occasion of such sick pay or general holiday.
- (g) Present sick leave credits existing at the time of this Agreement shall be retained until used or until the accumulation provided by the Agreement exceeds the net remainder.
- (h) The City will supply to the Union, in the month of January in each year, an up-to-date list showing, with respect to each and every employee, the accrued unused sick leave accumulated to December 31st in the year immediately preceding.
- (i)
 - (i) Effective 2016 June 01, the Union shall undertake responsibility for the first four (4) shifts of any non-occupational illness or injury. The Union's members will contribute a percentage of their base salary each month to a fund from which will be paid benefits for authorized sick leave absences equal to their regular base salary net of income tax deductions and pension (including supplementary pension) contributions. The amount of such contributions shall be determined by the Union.
 - (ii) Sick leave payments for any non-occupational illness or injury referred to in this Article 7.1(i) will be made by separate cheques drawn upon the Union Sick Leave Fund unless the City determines that there is a more convenient way of making the payments. In any event, the City will undertake responsibility for providing the data required for calculating such sick leave payments.
 - (iii) The City will make normal Employer contributions to the Municipal Pension Plan on behalf of employees who are on sick leave and are receiving benefits pursuant to paragraph (i) of this Article 7.1(i).

7.2 Medical Certificate

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

7.3 Failure to Report

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

7.4 Gratuities

(a) How Accumulated

- (i) A credit of the number of hours equivalent to three (3) duty shifts per annum shall be given for each year of service, or for part of a year a credit of hours equivalent to one (1) day for each four (4) months of service, which may be accumulated to a lifetime maximum number of hours equivalent to 120 duty shifts.
- (ii) For the period from 2016 January 01 to and including 2019 December 31, instead of being entitled to the benefits and subject to the conditions contained in Subsection (a)(i), each employee shall be credited with the number of hours equivalent to one (1) working day for each four (4) months. In addition, any employee who is not absent on sick leave at all during each of the calendar years 2016 to 2019 shall be entitled to the number of hours equivalent to one (1) additional day's credit, thereby making possible a total of the number of hours equivalent to four (4) working days' credit for each of the calendar years 2016 to 2019 in the event an employee is not absent on sick leave.

Commencing at 11:59 p.m. on 2019 December 31, the employees shall again be bound by the provisions of Article 7.4(a)(i) unless on or before 2020 March 31 the City and the Union agree in writing to reinstitute the provisions of Article 7.4(a)(ii) herein for a further period.

(b) Deduction

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

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

- (ii) For the period from 2016 January 01 to and including 2019 December 31, instead of being entitled to the benefits and subject to the conditions contained in Article 7.4(b)(i), deductions shall not exceed the number of hours equivalent to one (1) working day in any one (1) four-month period.

Commencing at 11:59 p.m. on 2019 December 31, the employees shall again be bound by the provisions of Article 7.4(b)(i), unless on or before 2020 March 31, the City and the Union agree in writing to reinstitute the provisions of Article 7.4(b)(ii) herein for a further period.

(c) Gratuity Leave

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

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

(d) Payment in Cash

- (i) An employee or their estate (as the case may be) shall be entitled to payment in cash for gratuity hours accumulated in the event of normal retirement at minimum to maximum age, death in the service, or leaving the service of the City after completion of three (3) years' service.
- (ii) An employee who has completed three (3) years' continuous service with the City may elect, prior to the end of any calendar year but subsequent to the completion of such service, to be paid in cash for the gratuity hours that the employee has accumulated up to and including the year in which such election is made, and the employee shall be paid therefore on a regular pay day following January 15 in the next following calendar year, such pay day to be chosen by the employee, which payment shall be computed on the basis of the employee's regular rate of pay in effect in that year.
- (iii) An employee who terminates employment for any reason after completing not less than three (3) years of continuous service, shall be entitled to be paid in cash for all gratuity credits accumulated up to the date of the employee's termination of employment.
- (iv) An employee's rate of pay is arrived at in accordance with the following calculations:
 Hourly rate: Divide bi-weekly rate by two times (2X) weekly hours.

7.5 Medical/E.H.B. and Dental Plans

Effective 2016 May 25, all new employees shall be entitled to apply for Medical Services Plan coverage effective the first of the calendar month following the date of hire. Further, all new employees, as a condition of continuing employment, shall become and remain a participant in the Extended Health Care Plan, Dental Plan "A" and "B" Basic Services and Plan "C", effective the first day of the month following completion of six (6) months of service, and that all other employees upon becoming a participant in the aforesaid plan must remain as participants. The costs of the premiums for the above-mentioned Plans in this Article 7.5 shall, in consideration of the plan outlined in Article 7.1(i), be borne entirely by the City.

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

7.6 Group Life Insurance

- (a) All new employees shall be entitled to apply for Group Life Insurance coverage effective the date of hire. The costs of the premiums or the Group Life Insurance Plan in this Article 7.6 shall be borne entirely by the City.
- (b) The Group Life Insurance coverage for employees shall be calculated on the basis of \$1,000.00 of insurance for each \$1,000.00 of gross basic annual salary including service pay, which salary shall be computed to the next highest \$1,000.00.
- (c) The City will also, in consideration of the plan outlined in Article 7.1(i)(i), provide to all employees during the period when they have no vested interest in the Municipal Pension Plan, an additional amount of life insurance coverage equal to that which is provided under the current Group Life Plan.

7.7 Pension

- (a) Subject to the rules of the Municipal Pension Plan, the City agrees to participate as to one-half (½) the cost determined by the Municipal Pension Plan to extend the pensionable service of an employee covered by this Agreement up to a maximum of one (1) year. It is understood that this extension shall represent the first six (6) calendar months of service served by the employee as an employee of the Port Moody Fire Department and which has not heretofore been considered as pensionable service. This benefit shall be subject to the following conditions:
 - (i) Only an employee with a vested interest in the Municipal Pension Plan and who has reached the minimum age of retirement as defined in the Rules of the Municipal Pension Plan shall be eligible; and
 - (ii) An employee who wishes to take advantage of this benefit shall give at least six (6) months' notice in writing in advance of the date at which the employee wishes to retire and make such arrangements as may be necessary regarding their own contribution.
- (b) Employees who are not eligible for the benefit described in 7.7(a) may make arrangements prior to 2007 April 01 to purchase the full amount associated with the buy-back of service and, upon the employee producing the receipt, the Employer agrees to reimburse the employee fifty percent (50%) of the purchase cost as stipulated by the Pension Corporation. This payment will be made in the year the employee reaches minimum retirement age.

(c) Special Agreement – Municipal Pension Plan

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

When an employee reaches an income level at any point during a calendar year of \$ \$90,193 (using 2016 as the tax year, such figure to be adjusted annually based on changes in the Yearly Maximum Pensionable Earnings (YMPE) and the maximum pensionable contributions under CRA rules), the Employer agrees not to make any further Special Agreement deductions from the employee's pay cheque and the Employer will no longer contribute to the Pension Corporation for purposes of the Special Agreement for such employee. Employer contributions will instead be paid to the employee on their pay cheque and identified as Special Agreement over-contributions.

Effective 2016 May 25, the City agrees to apply to the Pension Corporation to become a Group 5 employer under the rules of the Municipal Pension Plan.

Effective 2016 May 25, in the event the Pension Corporation approves the application, the language below shall take effect and replace the language of Article 7.7. All existing eligible employees and all future eligible employees will be covered by and be subject to current and any future rules established by the Municipal Pension Board and the Pension Corporation governing Group 5 participation.

- (a) In conjunction with the establishment of Group 5, all contributions by both the City and the employees to the Special Agreement (SA) shall cease for eligible employees. Employee balances in the SA shall be handled in accordance with the rules established by the Municipal Pension Plan.
- (b) 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.
- (c) 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.

7.8 Workers' Compensation Pay

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

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

- (b) Notwithstanding 7.8(a), when an employee is in receipt of WorkSafeBC time-loss payments the City shall make up such payments to the full amount of the employee's normal net take-home pay (as opposed to regular gross pay).

In the event that an employee was acting in a higher capacity (pursuant to the provisions of Article 4.3) at the time the injury was sustained, then "normal net take-home pay" shall be calculated based upon the rate in effect for the higher capacity class or rank. Similarly, in the event that an

employee was scheduled to act in a higher capacity at any time during the period of the compensable absence, then for such period(s) that the employee was scheduled to so act, "normal net take-home pay" shall be retroactively calculated based upon the rate in effect for the higher capacity class or rank.

7.9 Third Party Liability

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

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

In making a claim to the courts, the employee or their representative shall request the presiding judge, or judge and jury, to specify the amount of any award which is attributable to the recovery of loss of wages and benefits, and for any interest awarded. A similar request shall be made by the employee or their representative during proceedings involving an out-of-court settlement. The Employer shall reimburse the employee the cost of the legal fees certified by the employee's legal counsel as being attributable to proving the wage/benefit loss claim.

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

ARTICLE 8 CLOTHING ALLOWANCES

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

- (a) (i) Annually - two (2) pairs of trousers, one (1) tie, one (1) pair of shoes, and three (3) work shirts, except for Training Officers, to whom one (1) pair of oxfords shall be issued annually in lieu of boots, and to whom no issue of work shirts shall be made.
- (ii) Biennially - one (1) uniform cap and one (1) work jacket except on completion of six (6) calendar months of service, at which time two (2) work jackets shall be issued, except for Training Officers to whom no issue of work jackets shall be made.

- (iii) Quinquennially - one (1) dress shirt and one (1) cold weather coat, except Training Officers to whom four (4) dress shirts shall be issued annually and to whom no issue of cold weather coats shall be made.
 - (iv) Septennially - one (1) double-breasted tunic, except for Training Officers to whom one (1) tunic shall be issued annually.
 - (v) Decennially - one (1) uniform raincoat, except for Training Officers to whom one (1) uniform raincoat shall be issued biennially.
- (b) During an employee's year of retirement, clothing entitlement shall be pro-rated based on the number of completed months of service in that year. The pro-rated service shall be applied against the monetary value (in current dollars) of the employee's normal entitlement for that year. The employee may then select clothing entitlement for that year from those categories from which the employee would normally receive their entitlement up to an amount equivalent to the pro-rated dollar value.
- (c) Drycleaning Allowance
- (i) The City shall pay for the cleaning of the following items of clothing issue for all employees who are required to wear a uniform in the performance of their duties, in accordance with the maximums specified:
 - 1 work or dress shirt per working shift;
 - 1 pair trousers per 2 working shifts; and
 - 1 work jacket, or tunic, or cold weather coat, or raincoat per working month.
 - (ii) The City shall designate an establishment which will be authorized to perform cleaning for employees as set out under Article 8(c)(i). The City shall make every attempt to ensure that the designated cleaning establishment is selected with the convenience of the employees in mind, and shall discuss the location of such establishment with the Union.
 - (iii) Uniform items cleaned pursuant to Article 8(c)(i) above may be both deposited at and retrieved from the designated cleaning establishment by the employee or by the employee's designate while off duty, in accordance with the administrative procedures established by the City from time to time.
- (d) All clothing referred to herein shall remain the property of the City and shall be returned to the City by every person leaving the service of the City excepting only those persons retiring on pension.
- (e) If the parties mutually agree during the term of this Agreement to revise the items of clothing referred to in Article 8(a), then the same shall be amended accordingly.
- (f) The City agrees that the call for tenders for the articles of clothing referred to in Article 8(a) will not be delayed beyond the earliest practicable date.

- (g) The City will also provide every person covered by this Agreement whose duties include the fighting of fires, with firefighting equipment which shall include rubber boots, a helmet and service coat, and such other equipment as may be recommended by the Fire Chief and approved by the City Council. All such equipment shall be returned to the City when the employee ceases to perform such duties.

ARTICLE 9 LEAVE OF ABSENCE

9.1 Absence from Duty of Union Officials

Effective 2014 October 16:

The City agrees that where it is necessary for members of the Bargaining Committee of the Union to leave their employment temporarily for the purposes of settling grievances as outlined in Article 12 , 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.

9.2 Compassionate Leave

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

9.3 Jury Duty Pay

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

9.4 Maternity and Paternal Leave

Effective 2016 May 25:

(a) Length of Leave

(i) 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.

(ii) Birth Parent Other than the Birth Mother

A birth parent is the spouse of the birth mother.

An employee who is the birth parent, but who is not the birth 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 the date the child comes within the care and custody of the employee.

In the event the birth mother dies or is totally disabled, an employee who is the birth parent of the child shall be entitled to up to fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

(iii) Adoptive Parent

An adoptive parent is a parent who is not biologically related to the child and whose spouse is not biologically related to the child.

An employee who is the adoptive parent of a child 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.

(iv) 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

(i) 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.

(ii) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity leave and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)

(iii) 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.

(iv) 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.

(v) 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

(i) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.

(ii) 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)(3) and who subsequently suffers any illness or disability which prevents the employee 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

(i) 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.

(ii) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the *Pension (Municipal) Act*.

ARTICLE 10 GENERAL

10.1 Changes Affecting the Agreement

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

10.2 Present Conditions

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

10.3 First Aid

Training

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

10.4 Educational Allowances

The City shall pay the full cost of any course of instruction required by the City for an employee to be better qualified to perform the employee's job.

10.5 Hot Meal/Lunch

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

10.6 Legal Counsel and Court Appearances

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

ARTICLE 11 TECHNOLOGICAL CHANGE

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

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

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to

an arbitration board pursuant to Article XII of this Collective Agreement, by-passing all other steps in the grievance procedure.

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

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

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

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

ARTICLE 12 GRIEVANCE PROCEDURE

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

- (a) Effective 2016 May 25, any dispute arising out of matters covered by this Agreement shall be committed to writing and be forwarded to the Fire Chief within ninety (90) calendar days of the incident, or from ninety (90) calendar days the Union becomes aware of the matter being grieved.
- (b) If the alleged grievance is not settled within seven (7) days of being referred to the Fire Chief, the matter shall be referred to the City Manager who shall arrange for meetings with the Union within seven (7) days from the receipt of such request.

- (c) Any dispute (as defined in the Labour Relations Code) with respect to matters not covered by the terms of this Agreement shall, during the term of this Agreement be the subject of collective bargaining between the Union and the City as represented by the City Manager.
- (d) If no settlement is reached with the City Manager within seven (7) days, then the grievance shall be finally and conclusively settled without stoppage of work by submission to a Board of Arbitration.

ARTICLE 13 ARBITRATION PROCEDURE

Effective 2014 October 16:

- (a) A Board of Arbitration shall consist of one (1) person to be mutually appointed by the City and the Union unless either party wishes to advance the matter to a three-person Board of Arbitration, which shall then consist of one (1) person appointed by each party and a chairperson to be mutually agreed by the two (2) appointees. Each party shall bear the expenses of the arbitrator appointed by such party and shall pay half the expenses of the chairperson. The decision of the Board shall be final and binding on both parties.
- (b) Where the parties are unable to agree on an arbitrator or a chairperson within fourteen (14) calendar days of the referral, either party may apply to the Director, Collective Agreement Arbitration Bureau within the following ninety (90) calendar days to make the appointment. If there is no agreement on an arbitrator or chairperson and no referral to the Director, Collective Agreement Arbitration Bureau within the ninety (90) day time frame, the grievance shall be considered to be abandoned whether or not the grievance was filed by the Union or the City.

ARTICLE 14 TERM OF AGREEMENT

The Agreement shall be for the term of eight (8) years with effect from 2012 January 01 to and including 2019 December 31, and shall remain in full force and effect thereafter from year to year unless either party, within the four (4) calendar months immediately preceding the expiry date or the anniversary expiry date in the subsequent calendar year, gives to the other party written notice of its desire to terminate or amend the Agreement.

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

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

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

"Mike Clay"
MAYOR

"Dorothy Shermer"
CITY CLERK

November 22, 2017
DATE

APPROVED BY A RESOLUTION OF COUNCIL ON
THE

24th DAY OF May 2016

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

"Dave Piffer"
PRESIDENT

"Mike Cornish"
SECRETARY

October 19, 2017
DATE

SCHEDULE "A"PORT MOODY FIREFIGHTERS AND I.A.F.F. LOCAL 23992012 January 01 - 2019 December 31

Key: A = 2012 January 01
 B = 2013 January 01
 C = 2014 January 01
 D = 2014 October 16
 E = 2015 January 01

<u>Position</u>	<u>Index</u>	<u>Monthly Rates</u>				
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Captain	122	\$8627	\$8841	\$9063	\$9151	\$9381
Lieutenant	112	7920	8117	8320	8401	8612
Firefighter						
– 1 st 6 months	70	4852	4974	5098	5098	5226
– 2 nd 6 months	75	5199	5329	5462	5462	5599
– 2 nd year	80	5546	5684	5826	5826	5972
– 3 rd year	90	6239	6395	6555	6555	6719
– 4 th year	100	6932	7105	7283	7283	7465
– 10 th year (on completion of the 10 th calendar year of service)	102	7071	7247	7429		
	103				7501	7689
Fire Prevention Officer	122	8627	8841	9063	9151	9381
Training Officer	122	8627	8841	9063	9151	9381

2012 January 01 - 2019 December 31

Key: F = 2016 January 01
 G = 2017 January 01
 H = 2018 January 01
 I = 2019 January 01

<u>Position</u>	<u>Index</u>	<u>Monthly Rates</u>			
		<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>
Platoon Captain	130		\$10501	\$10764	\$11033
Platoon Captain	127		10259	10516	10778
Captain	122	9616	9855	10102	10354
Lieutenant	112	8828	9047	9274	9505
Firefighter					
– 1 st 6 months	70	5356	5490	5627	5768
– 2 nd 6 months	75	5739	5882	6029	6180
– 2 nd year	80	6122	6274	6431	6592
– 3 rd year	90	6887	7059	7235	7416
– 4 th year	100	7652	7843	8039	8240
– 10 th year (on completion of the 10 th calendar year of service)	103	7882	8078	8280	8487
Fire Prevention Officer	122	9616	9855	10102	10354
Training Captain	122		9855	10102	10354
Training Officer	122	9616			
Training Officer	125		10098	10350	10609

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

SCHEDULE "B"Effective 2016 May 25LETTER OF UNDERSTANDING

between the

CITY OF PORT MOODY

(hereinafter call the "City")

and the

PORT MOODY FIREFIGHTERS' ASSOCIATION, LOCAL 2399, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

(hereinafter call the "Union")

Flex Firefighters

Flex Firefighters are not bound by the Hours of Work provisions of the Collective Agreement or the Fire Department Act but are scheduled in accordance with the following guidelines:

1. Flex Firefighters are assigned to a fifty-six (56) day cycle and will work a maximum of three hundred thirty-six (336) hours within that cycle at straight-time rates, subject to the following:
 - (a) Flex Firefighters are paid in accordance with the Collective Agreement (i.e. 84 hours pay bi-weekly); and
 - (b) Flex Firefighters are assigned to a platoon for the purpose of scheduling vacation and other paid time off benefits.
2.
 - (a) Flex Firefighters may be required to be on duty up to a maximum of twenty-four (24) consecutive hours.
 - (b) Flex Firefighters may be utilized to a maximum of eighty-four (84) hours in an eight (8) day block.
 - (c) Flex Firefighters will be scheduled to be off duty for two (2) twenty-four (24) hour periods in each eight (8) day block. Scheduled days off may be moved by mutual agreement, up to a maximum of one (1) day (24-hour period) per fifty-six (56) day cycle. In addition, a Flex Firefighter may request one (1) shift (10-hour day or 14-hour night) per eight (8) day block as a prescheduled day off. The Employer will make all reasonable efforts to accommodate such requests, keeping in mind that the Flex Firefighter positions are

utilized for both scheduled and unscheduled coverage. Once a requested shift has been scheduled off, it shall be confirmed forty-eight (48) hours prior to the scheduled shift and shall not be retracted except by mutual agreement.

3. Flex Firefighters will not be called for a shift within the eight (8) day block of scheduled Vacation or Public Holiday time off duty, once their scheduled time has begun unless by mutual agreement.
4. Nothing in these guidelines limits the ability of the City to require a Flex Firefighter to work Overtime, Extra Shifts, and Callout in accordance with the Collective Agreement.
5. This Letter shall remain in force and effect until the City and the Union agree to cancel or amend the Letter of Understanding.

Signed this 20th day of May, 2016 in the City of Port Moody.

BARGAINING REPRESENTATIVES ON BEHALF OF
THE CITY:

“Paul Rockwood”

“Remo Faedo”

“Angie Parnell”

BARGAINING REPRESENTATIVES ON BEHALF OF
THE UNION:

“Dave Piffer”

“Wade Perrett”

“Mike Cornish”

SCHEDULE "C"LETTER OF UNDERSTANDING

between the

CITY OF PORT MOODY
(hereinafter call the "City")

and the

PORT MOODY FIREFIGHTERS' ASSOCIATION, LOCAL 2399, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

(hereinafter call the "Union")
RE: DEPARTMENT REORGANIZATION

This Letter of Understanding is effective 2017 January 01, unless the parties mutually agree to another date.

1. Reorganization

Following consultation with the Union, the Employer will carry out the following reorganization within the Fire Department:

- (a) The classification of Lieutenant will not be staffed unless the Employer determines that there is a need to staff a position at the Lieutenant level on either a temporary, or an ongoing basis. It is agreed that incumbents in the classification of Lieutenant, as of the date of ratification, will remain in the classification until such time as they are promoted or until eighteen (18) months have passed from the date the reorganization is implemented, whichever is sooner. Following this eighteen (18) month period, an incumbent who has not been promoted will revert to the rank of firefighter
- (b) The Employer has established a new classification titled "Platoon Captain". Subject to Section 1(g) below, applicants for the classification of Platoon Captain must have successfully completed the Fire Officer II and Fire Officer III courses, or equivalent courses as reasonably determined by the Fire Chief;
- (c) The Employer has established a new classification titled "Training Captain". Subject to 1(g) below, applicants for the classification of Training Captain must have successfully completed the Fire Officer I, Emergency Scene Management II, Incident Safety Officer, Fire Services Instructor II, and Fire Services Evaluator courses, or equivalent courses as reasonably determined by the Fire Chief;

- (d) Subject to Section 1(g) below, applicants for, the existing classification of Training Officer, must have successfully completed the Fire Officer II, Fire Services Instructor II and Fire Services Evaluator courses, or equivalent courses as reasonably determined by the Fire Chief;
- (e) The Employer and the Union have established a mutually agreed to Operational Guideline governing the selection process applicable to the classification of Platoon Captain. This specific Operational Guideline shall not be revised except by mutual agreement;
- (f) The classification of Shift Captain will continue to be staffed in the same manner and on the same basis as it had been prior to the reorganization described in this Letter of Understanding. Following consultation with the Union, the Operational Guideline governing the selection process applicable to the classification of Shift Captain has been amended by the Employer to reflect current educational requirements. These requirements are Fire Officer II, or an equivalent course as determined by the Fire Chief;
- (g) Successful applicants for the classifications Platoon Captain, Shift Captain, Training Captain, and Training Officer, will be given eighteen (18) months from the date that the reorganization is implemented (the “transition period”) to successfully complete the course requirements for the applicable classification. In the event that an employee is unable to enroll in a required course due to course availability, or due to an approved absence related to sickness or WorkSafe, the Employer may grant an extension to the transition period which equals the amount of time on the approved absence or the delay related to course availability;
- (h) Notwithstanding the rate of pay for the Platoon Captain set out in Appendix 1 of this Letter of Understanding, successful applicants for the classification of Platoon Captain will receive pay at a rank index of one hundred twenty seven percent (127%) instead of one hundred thirty percent (130%) during the transition period. Upon successful completion of all required courses, Platoon Captains will commence receiving pay based on a rank index of one hundred thirty percent (130%) and will also receive a pay adjustment equivalent to the different between the one hundred thirty (130%) rank index and one hundred twenty-seven percent (127%) rank index retroactive to the first day of the transition period.
- (i) For the duration of the transition period, an employee who is required to act pursuant of Section 2 of Article III of the Collective Agreement will receive a pay rank index of one hundred and twenty-seven percent (127%) for the first forty-eight (48) shifts in an acting capacity as a Platoon Captain. Upon completion of the first forty-eight (48) shifts, an employee will commence receiving acting pay based on a rank index of one hundred and thirty percent (130%);
- (j) Should an incumbent of one of the classifications fail to successfully complete all of the required courses for their classification within the transition period, the employee will not be confirmed in the classification and will revert to their previous rank and index without loss of seniority. Any employee temporarily promoted during the transition period as a

result of the reorganization shall also be returned to their former position and index without loss of seniority;

(k) Notwithstanding and without prejudice to the parties’ respective positions respecting the application of Article 3.2 to operational positions, it is understood that the Employer may assign a Training Captain to replace a Platoon Captain or Shift Captain who is absent on an approved leave, during the Training Captain’s regularly scheduled shift. It is further understood that the Employer may elect to not assign employees to act in a senior capacity for Group 2 positions.

- 2. Nothing in this Letter of Understanding affects the Employer’s management rights including the right to reorganize.
- 3. The Employer and the Union agree that this Letter of Understanding will be attached to form part of the collective agreement.
- 4. The Employer and the Union agree to the amendments to the Collective Agreement set out in Appendix 1 to this Letter of Understanding.
- 5. All provisions in this Letter of Understanding are effective the date of ratification of this Letter of Understanding unless otherwise specified.

DATED this 20th day of May, 2016 in the City of Port Moody.

BARGAINING REPRESENTATIVES ON BEHALF OF THE EMPLOYER:

“Paul Rockwood”

“Remo Faedo”

“Angie Parnell”

BARGAINING REPRESENTATIVES ON BEHALF OF THE UNION:

“Dave Piffer”

“Wade Perrett”

“Mike Cornish”

“Mitch Donahue”
