



**21<sup>st</sup> Collective Agreement  
between**

**City of Port Alberni**

**And**

**Port Alberni Professional Fire Fighters  
Association Local 1667**



**LOCAL 1667**

**January 1, 2014 – December 31, 2019**

1.0	PREAMBLE:	3
2.0	COVERAGE:	3
3.0	TERM OF AGREEMENT:	3
3.1	Term	3
3.2	Changes to Agreement	3
3.3	Exclusion of Labour Relations Code	4
4.0	RECOGNITION:	4
4.1	Employees to become members of Association & pay fees	4
4.2	City to deduct dues or assessments	4
4.3	No Discrimination	4
5.0	GENERAL WORKING CONDITIONS:	4
5.1	Work Week	4
5.2	Hours of Work	4
5.3	Scale of Remuneration	6
5.4	Pay for Acting in Senior Capacity	6
5.5	Job Improvement Courses	6
5.6	Call Out & Overtime	6
5.7	Annual Vacations:	7
5.8	Statutory Holidays:	9
5.9	Clothing	10
5.10	Telephone	10
5.11	Residence Restrictions	10
5.12	Seniority	10
5.13	Effective Date of Benefits	10
5.14	Nourishment	10
6.0	PROBATION PERIOD:	11
7.0	TERMINATION OF EMPLOYMENT:	11
7.1	Notice	11
7.2	Reinstatement	11
7.3	Reductions in Staff	11
7.4	Payment for Unused Vacations	12
7.5	Loss of Seniority	12
8.0	COMPASSIONATE LEAVE:	12
9.0	EMPLOYEE BENEFITS:	13
9.1	Medical Services Plan	13
9.2	Major Medical Insurance Plan	13
9.3	Sick Leave	13
9.4	Workers' Compensation	14
9.5	Group Life Insurance	15
9.6	Dental Plan	15
9.7	Retirement Benefit and Pension	16
9.8	Instruction Compensation	16
10.0	WORK COVERAGE:	16
10.1	Work or Duties	16
10.2	Extraordinary Work or Duties	16
10.3	Promotions, Staff Changes	17
10.4	Classification of Jobs	18
10.5	Officer in Charge of Shift	18
10.6	Entries in Personnel Record	18
11.0	CHANGES AFFECTING THE AGREEMENT:	18
12.0	GRIEVANCE PROCEDURE:	18
12.1	Informal Procedure	18

12.2	Definition of Grievance .....	19
12.3	Formal Procedure .....	19
12.4	Matters Not Covered .....	19
13.0	ARBITRATION .....	20
13.1	Alternative to Arbitration .....	20
13.2	Board of Arbitration .....	20
13.3	Single Arbitrator .....	20
14.0	LEAVE OF ABSENCE .....	20
14.1	General Leave .....	20
14.2	Absence from Duty of Association Officials .....	21
14.3	Pregnancy Leave .....	21
14.4	Parental and Adoption Leave .....	22
15.0	MANAGEMENT'S RIGHTS: .....	23
16.0	JURY DUTY .....	23
	SCHEDULE "A" .....	25
	Wage Schedules .....	25
	PAYMENT OF RETROACTIVE WAGE INCREASES: .....	27
	WAGE REOPENER .....	27
	SCHEDULE "B" .....	29
	DEFINITIONS OF CLASSES OF FIRE FIGHTERS .....	29
	JOB CLASSIFICATION - FIRE FIGHTER .....	30
	JOB CLASSIFICATION - BREATHING APPARATUS TECHNICIAN .....	32
	JOB CLASSIFICATION - FIRE FIGHTER MECHANIC .....	33
	JOB CLASSIFICATION - CAPTAIN .....	34
	JOB CLASSIFICATION - CHIEF FIRE PREVENTION OFFICER (CAPTAIN) .....	35
	SCHEDULE "C" .....	36
	SENIORITY LIST AS AT May 12, 2016 .....	36
	SCHEDULE "D" .....	37
	LETTERS OF UNDERSTANDING .....	37
<b>April 1, 1996:</b>	Flex Time for Chief Fire Prevention Officer .....	38
<b>April 18, 1996:</b>	Vacations and Statutory Holidays .....	39
<b>March 3, 2004:</b>	Reinstatement of Ambulance Service .....	40
<b>April 11, 2011:</b>	Reassignment of Employees under Article 5.2 .....	41
<b>April 11, 2011:</b>	Regional Fire Service .....	43
<b>May 12, 2016:</b>	Adjunct Instructors .....	44

THIS AGREEMENT made and entered into this 12<sup>th</sup> day of May, 2016.

BETWEEN:

CITY OF PORT ALBERNI  
(hereinafter called the "City")

OF THE FIRST PART

AND:

PORT ALBERNI PROFESSIONAL FIRE FIGHTERS' ASSOCIATION  
LOCAL 1667  
(hereinafter called the "Association")

OF THE SECOND PART

**1.0 PREAMBLE:**

WHEREAS it is the desire of both parties to this Agreement to promote harmonious relations between the City of Port Alberni and the Port Alberni Professional Fire Fighters' Association Local 1667; to promote cooperation and understanding between the City and its employees; to recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work and scale of wages; and to encourage economy, to eliminate waste and to promote the morale, well being and security of the employees included in the bargaining unit represented by the Port Alberni Professional Fire Fighters' Association Local 1667.

1.1 Wherever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine wherever the context so requires.

**2.0 COVERAGE:**

WHEREAS the City is an employer within the meaning of "Labor Relations Code of British Columbia" being Chapter 244 of the Revised Statutes of British Columbia, 1996, and amendments thereto.

AND WHEREAS the Association is the duly certified bargaining authority of those employees of the City employed as Fire Fighters, excepting the Fire Chief, Deputy or Assistant Chief at Port Alberni, British Columbia.

NOW THEREFORE this Agreement shall constitute wages and working conditions for the employees in respect to whom the Association is so certified.

**3.0 TERM OF AGREEMENT:**

**3.1 Term**

This Agreement shall be binding and remain in effect from January 1st, 2014 to December 31st, 2019, and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least 2 months prior to the expiry of this agreement, or their desire to commence bargaining to renew the collective agreement. If no notice to commence bargaining has been provided by either party, before the expiry date of this agreement, notice shall be deemed to have been served.

**3.2 Changes to Agreement**

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

### **3.3 Exclusion of *Labour Relations Code***

The operation of Sub-Sections (2) and (3) of Section 50 of the *Labour Relations Code* shall be specifically excluded from, and shall not be applicable to this Agreement.

## **4.0 RECOGNITION:**

### **4.1 Employees to become members of Association & pay fees**

All employees covered by the Association Certificate of Bargaining Authority shall pay a monthly fee to the Association equal to the Association's monthly dues. It is further agreed that any employee hired by the City as a fire fighter during the term of this Agreement shall become a member of the Association within 30 days of employment and shall maintain membership in good standing with the Association as a condition of employment.

### **4.2 City to deduct dues or assessments**

(A) Upon written authorization from the employee on a form satisfactory to the Association, the employer agrees to deduct from every employee monthly dues or assessments levied in accordance with the Association's bylaws and owing by him to the Association.

(B) The aforesaid deduction will be made from the last payroll period in each month, and shall be forwarded to the Treasurer of the Association not later than the 15th day of the following month accompanied by a list of all employees for whom deductions were made.

### **4.3 No Discrimination**

The parties agree that there shall be no discrimination or sexual or personal harassment exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or intended employment of that person, nor by any other grounds prohibited in Human Rights Legislation, nor by reason of membership or activity in the Union or any other reason.

## **5.0 GENERAL WORKING CONDITIONS:**

### **5.1 Work Week**

The work week for employees covered by this Agreement shall not exceed an average 42 hours, subject to the provisions of the "Fire Department Act".

### **5.2 Hours of Work**

(A) The work week for employees covered by this agreement shall not exceed an average of forty-two (42) hours per week based upon a seven (7) day week, a work week shall consist of two (2) consecutive ten (10) hour day shifts commencing at 08:00 hours, immediately followed by twenty-four (24) hours off duty, immediately followed by two consecutive fourteen (14) hour night shifts commencing at 18:00 hours and then four (4) days off.

With the exception of the Chief Fire Prevention Officer and employees specifically having their shifts reassigned in order to assist the Chief Fire Prevention Officer, the average 42 hour week schedule on an 8 week cycle as presently in operation shall be maintained.

- (B) The Chief Fire Prevention Officer shall work a special day shift from Monday to Friday commencing at 8:30 a.m. and terminating at 5:00 p.m. each day with 1 hour off for lunch between 12:00 noon and 1:00 p.m.

Notwithstanding the above, the Chief Fire Prevention Officer on occasions may be requested by the Fire Chief to work hours outside the hours designated in the above paragraph. Such time worked shall be construed as when the man leaves his home until he returns home with a minimum of one hour. Time worked outside the regular hours designated shall be repaid in time off at 1.5 times the time worked to be taken at a time mutually agreed between the Fire Chief and the Chief Fire Prevention Officer.

- (C) If the shift of an employee in the category of Chief Fire Prevention Officer is extended into the designated lunch break as a result of a fire or other emergency call, he shall be entitled to take a lunch break of the prescribed duration at a later time.

- (D) Subject to the acceptance of the employee(s) affected, an employee may be assigned to special duties not inconsistent with the provisions of Article 10.1 or 10.2.

- (E) (i) Employees may be reassigned to any shift in order to maintain a minimum crew strength as determined by the Fire Chief. Overtime shall be paid at rate and one-half for time worked on the employee's regular days off during the initial changeover period. There shall be no payment to employees for any days off lost nor shall employees be required to make up any extra days off received when returning to their regular shift. Any employees to be so reassigned shall be advised of the pending reassignment at the earliest opportunity.

- (ii) Any reassignment under Article 5.2(E)(i) shall not exceed a period of 8 sets of duty shifts.

- (iii) Notwithstanding Article 5.2(E)(ii) any employee so reassigned shall be returned to his regular shift at the earliest opportunity provided, however, if it is apparent before a reassigned employee is returned to his regular shift that the said employee will have to be reassigned again to the same shift within 3 sets of duty shifts such employee shall remain on the shift to which he was originally reassigned until that shift is up to a minimum strength or 8 sets of duty shifts have elapsed, whichever shall sooner occur.

- (F) Swing Firefighters

Notwithstanding 5.2(A), this outlines the hours of work and working conditions for personnel classified as Swing Firefighters.

It is agreed that the four (4) junior firefighters, in the suppression division, shall act as swing persons to cover for holiday relief, sickness, or to relieve personnel for training or other assignments. Ninety-six (96) hours notice of the shift changes will be given to employees, but this time requirement may be waived in unforeseen circumstances.

The swing person will not be paid overtime for regular shifts, but shall be given time off, or owe the employer hours as necessary.

Notwithstanding the above, only the two most junior firefighters employed at the time of signing this agreement shall be Swing Firefighters. As additional firefighters are hired, the number of Swing Firefighters shall be increased to four.

**5.3 Scale of Remuneration**

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

**5.4 Pay for Acting in Senior Capacity:**

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 he normally holds, shall be paid at the rate for the senior position or rank while so acting.

**5.5 Job Improvement Courses**

(A) (i) The cost of all improvement courses required to satisfy job descriptions set out in this agreement, and being approved by the Fire Chief shall be defrayed by the City, such approval to specify the required examination. The employee shall reimburse the City if he does not successfully complete the course.

(ii) The City shall defray the cost of any medical examination required in connection with job improvement courses approved by the Fire Chief. The employee shall reimburse the employer for the cost of the medical examination if he does not successfully complete the course for which such medical examination was taken.

(iii) The Fire Chief will take into consideration departmental rank, seniority, prerequisite courses, logistical and financial constraint, and departmental needs when offering training courses to employees. Approval of such courses will not be unreasonably denied. These courses will be funded in compliance with City policy.

(B) The length of time allowed for the successful completion of any course referred to in Article 5.5(A) shall be as determined by the Fire Chief but shall not be unreasonable. Reimbursement of course or medical examination costs to the City shall be at a minimum rate of Forty (\$40.00) Dollars per month and shall not extend beyond a maximum period of 12 months.

(C) Full-time employees who are required to attend training program(s) at times other than during their normally scheduled hours of work, shall be paid at regular rate for the hours in attendance at the course. Such time may, at the employees' option, be taken in cash or as time off, provided such time off may only be taken at times that are mutually agreeable to the employee and the Chief, or his designate. Courses for promotional purposes are not included.

**5.6 Call Out & Overtime**

(A) Call Out

(i) An employee who is off duty and is called out shall be paid at rate and one-half with a minimum of 2 & 1/2 hours. All time worked in excess of the minimum of 2 & 1/2 hours shall be paid at rate and one-half to the next 1/4 hour where time worked does not coincide to 15 minute intervals. Call out and overtime work shall be performed by members of the Association, unless none are available.

(ii) The Chief Fire Prevention Officer will work overtime for emergency callouts for fire suppression purposes, only when no other members of the Association are available.

(B) Extension of Duty

Notwithstanding subsection (A) above, all other overtime shall be paid for at rate and one-half to the next 1/4 hour, where time worked does not coincide to 15 minute intervals.

(C) Pre Shift Call out

The provisions of Article 5.6(A) requiring a minimum payment of 2 & 1/2 hours at rate and one-half shall not apply to a member of the fire suppression crew called out 15 minutes or less prior to his scheduled shift. For the purposes of payment under Article 5.6(C) only "call out" shall be construed as being from the time an employee receives the authorization to report for work rather than from the time he actually reports for work. (ie) If the call is received 15 minutes or less prior to his shift as determined by the Fire Department Log Book, payment for the call out is 15 minutes. Otherwise it is a call out under Article 5.6(A).

(D) Distribution of Overtime Shifts

The City will endeavour to assist the Association in distributing overtime for shift relief and special duty on an equal basis to all employees. It is agreed that overtime will be paid based on the employee's regular rate.

(E) Overtime to Maintain Minimum Staffing

Notwithstanding Sections A, B, C and D above, employees who are called in to work to replace Firefighters in order to maintain a four person engine response capability, will be compensated at straight time at their regular job classification rate except for the classification of Chief Fire Prevention Officer who will be paid Captain's rate if called in to work to replace the position of either Firefighter or Captain.

**5.7 Annual Vacations:**

Paid annual vacations for all persons covered by this Agreement shall be taken at a time which is mutually agreed between the Fire Chief and the employee.

An annual vacation schedule shall be drawn up by the Association and be submitted to the Fire Chief for approval on or before December 1<sup>st</sup> annually and shall be as follows:

(A) All annual vacations shall start on the first day of a day shift and be taken only in one week multiples. For the purposes of this Agreement a week's vacation for fire suppression personnel shall consist of 4 consecutive duty shifts.

(B) The annual vacation year shall be construed to run from January 1st to December 31<sup>st</sup> annually.



(C) Vacation accrual and entitlement will be as set out in the following chart:

<b>During Vacation Year</b>	<b>Vacation Year</b>	<b>Vacation Accrual</b>	<b>Vacation Entitlement</b>
<b>First Partial Annual Vacation Year</b>	<b>From hiring date to the next April 30</b>	<b>1/12 x 8 duty shifts (84 hours) x # of months</b>	
<b>Example</b>	<b>Hired Jan. 2, 2000</b>	<b>1/12 x 84 x 4 = 28 hours</b>	<b>0</b>
1	May 1 - Apr 30	3 weeks	28 hours
2	May 1 - Apr 30	3 weeks	3 weeks
3	May 1 - Apr 30	3 weeks	3 weeks
4	May 1 - Apr 30	3 weeks	3 weeks
5	May 1 - Apr 30	3 weeks	3 weeks
6	May 1 - Apr 30	3 weeks	3 weeks
7	May 1 - Apr 30	3 weeks	3 weeks
8	May 1 - Apr 30	4 weeks	3 weeks
9	May 1 - Apr 30	4 weeks	4 weeks
10	May 1 - Apr 30	4 weeks	4 weeks
11	May 1 - Apr 30	4 weeks	4 weeks
12	May 1 - Apr 30	4 weeks	4 weeks
13	May 1 - Apr 30	4 weeks	4 weeks
14	May 1 - Apr 30	4 weeks	4 weeks
15	May 1 - Apr 30	4 weeks	4 weeks
16	May 1 - Apr 30	4 weeks	4 weeks
17	May 1 - Apr 30	5 weeks	4 weeks
18	May 1 - Apr 30	5 weeks	5 weeks
19	May 1 - Apr 30	5 weeks	5 weeks
20	May 1 - Apr 30	5 weeks	5 weeks
21	May 1 - Apr 30	5 weeks	5 weeks
22	May 1 - Apr 30	5 weeks	5 weeks
23	May 1 - Apr 30	6 weeks	5 weeks
24	May 1 - Apr 30	6 weeks	6 weeks
25	May 1 - Apr 30	6 weeks	6 weeks
26	May 1 - Apr 30	6 weeks	6 weeks
27	May 1 - Apr 30	7 weeks	6 weeks
28+	May 1 - Apr 30	7 weeks	7 weeks

- (D) Not more than 1 member per shift shall be granted annual vacations at any one time.
- (E) Annual vacation periods shall be deferred if an employee is off duty due to sickness or injury which occurred before the commencement of the annual vacation period.
- (F) All employees shall be allowed leave for annual vacations up to a maximum of 2 weeks between May 1st and September 30th on a rotation basis.

The Fire Chief shall grant additional leave throughout the remainder of the year to any employee upon application if such time is unallocated.

The Employer shall advise in writing of approval or disapproval of the requested time off within 7 days of receipt of the application, (weekends and statutory holidays not included in the 7 day time period).

- (G) (i) Any unused annual vacation applicable to the current annual vacation year shall be taken before January 1st of the following year. Failure to take such annual vacations by the time specified shall result in forfeiture of the unused annual vacations. Notwithstanding the foregoing up to 50% of the membership of PAPFFA Local 1667 may retain one week of the current year's unused annual vacations to be taken only in the next ensuing year. In the event that more than 50% of the members of the Association are desirous of retaining one week's annual vacation to be used in the next ensuing year the Association shall determine which employees shall be entitled to do so and which are not.

Weeks of Annual Vacations need not be taken consecutively.

- (ii) In addition to the eligibility to retain vacations as provided in Article 5.7(G)(i) an employee, unable to take annual vacations because the shift to which he is assigned has not been at full strength due to authorized sick leave for a cumulative period of 4 months in any calendar year (not less than 15 sets of duty shifts), may retain up to a further two weeks of the current years unused annual vacations to be taken only in the next ensuing year.

- (H) Notwithstanding Subsection 5.7(A) the Chief Fire Prevention Officer may use all annual vacation time in excess of 2 weeks, 1 day or more at a time. Notwithstanding this, for up to 12 occurrences per year, the Chief Fire Prevention Officer may request vacation periods of less than one day, these not to be less than 30 minutes per occurrence.

**5.8 Statutory Holidays:**

- (A) Employees shall be entitled to the following statutory holidays to be taken at a time mutually agreeable to the Fire Chief and the employee:

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

and in addition, any holiday declared by the Federal, Provincial or Municipal governments, except those holidays declared in lieu of the above mentioned days.

- (B) An employee shall be paid double his regular rate for all time worked on Christmas Day and/or New Year's Day.
- (C) Notwithstanding (A) above, the Chief Fire Prevention Officer shall take statutory holidays on the day on which they fall or on the day recognized in lieu thereof, as the case may be.

**5.9 Clothing**

- (A) The City will provide each Fire Fighter with a uniform at regular intervals as mutually determined by both parties.
- (B) Where warranted in the opinion of the Fire Chief or his Deputy, or the Officer in Charge, the City will replace or repair any member's personal clothing or dress uniform issue which is damaged as a result of such member attending a fire or other emergency call.
- (C) Personal clothing or dress uniform issues soiled as a result of a member attending a fire or other emergency call will be dry cleaned at the expense of the City where, in the opinion of the Fire Chief, his Deputy or the Officer in Charge, such action is warranted.

**5.10 Telephone**

Each employee shall maintain a telephone and shall provide that contact number to the employer.

**5.11 Residence Restrictions**

- (A) 75 percent of the members of the Association shall live within a 4 mile radius of the Fire Hall. The remaining 25 percent of the members of the Association shall live within a 10 mile radius of the Fire Hall or within the Alberni Valley. The selection of which members may reside beyond the 4 mile radius shall be the sole prerogative of the Association.
- (B) Notwithstanding the provisions of subsection (A) with the approval of the Association, any member may apply in writing for permission to reside beyond the residence restrictions for reasons of health affecting the member, the member's spouse and/or dependent children. Each application shall be judged on its individual merit. The employee may be required to produce a certification of such illness from a duly qualified physician or drugless practitioner. This permission shall not be unreasonably withheld.
- (C) Any member electing to live outside the 4 mile radius shall relinquish any preferential treatment to call out contained in this Agreement.

**5.12 Seniority**

Attached as Schedule "C" to this Agreement is the Department Seniority List as drawn with the mutual consent of the parties to this Agreement. Additions to the Seniority List will be in the order of employment with the Department. In cases where employees are engaged on the same date the order of seniority shall be determined by age, the older becoming the more senior.

**5.13 Effective Date of Benefits**

Upon completion of probationary period, seniority and other prerequisites referable to length of service shall date back to the original date of employment, except as otherwise provided herein.

**5.14 Nourishment**

Upon request the City agrees to provide any member of the Port Alberni Professional Fire Fighters' Association, Local 1667, with a meal, where in the opinion of the Officer in Charge such action is warranted.

## **6.0 PROBATION PERIOD:**

With the exception of the Fire Fighter Mechanic all new employees shall be considered to be on probation until the completion of 6 months satisfactory service. New employees engaged in the classification of Fire Fighter Mechanic shall be considered to be on probation until the completion of 9 months satisfactory service.

## **7.0 TERMINATION OF EMPLOYMENT:**

### **7.1 Notice**

Employees shall give the City one month's notice of resignation, except by mutual consent, and shall receive one month's notice of termination, or pay in lieu of notice, except in the case of dismissal for cause.

### **7.2 Reinstatement**

An employee dismissed for cause and subsequently reinstated shall receive all wages and benefits lost through such dismissal provided that this is not contrary to an award made under Article 13.0.

### **7.3 Reductions in Staff**

- (A) Both parties recognize that job security shall increase in proportion to length of service. However, if the Employer lays off a senior employee and they desire to bump, they shall notify the Employer within ten (10) calendar days of receiving their notice of their choice of position that they wish to bump and are qualified to fill. Notwithstanding the above, if the employer provides more than ten (10) calendar days notice of layoff pursuant to Article 16.06, the employee's decision and notice to the employer may be postponed until no less than ten (10) calendar days prior to the actual layoff occurring. Such employee may bump any employee with less seniority provided they are qualified to perform the duties of the less senior employee.
- (B) Any employee displaced by the exercise of another employee's bumping rights may similarly look to bump.
- (C) If the Employer lays off a senior employee, notice will be posted on Fire Hall notices posted board within one (1) day advising of the lay off and listing all positions of less seniority which may be affected because of the layoff.
- (D) All bumped employees will be given a maximum of five calendar days from the date of notification to notify the Employer of their choice of positions they are qualified to fill. The Employer will then exercise their rights to determine whether the employee is qualified for the selected position.
- (E) Forms will be utilized by the Employer and the affected employees for completion of this process. A failure by the employee to turn in the form shall be deemed an election not to bump but to instead go to the recall list.
- (F) An employee may bump upwards if he currently possesses the knowledge, ability, skills and qualifications to satisfactorily perform the duties in question.
- (G) Employees with recall rights shall be recalled in the order of their seniority provided they are qualified to perform the available work.

- (H) If an employee is laid off and if that employee's position is re-instituted within the lesser of 12 months or the employee's length of service the employee shall be returned to the re-instituted position.
- (I) New employees shall not be hired to perform work for which employees on lay-off are qualified to perform, unless such employees refuse or are unavailable for recall.

#### **7.4 Payment for Unused Vacations**

An employee shall receive upon severance or retirement, payment for annual vacations, based on salary earned during the vacation year owing, in an amount equal to:

4 & ½% for an employee entitled to 2 weeks annual vacation.

6 & ½% for an employee entitled to 3 weeks annual vacation.

8 & ½% for an employee entitled to 4 weeks annual vacation.

10 & ½% for an employee entitled to 5 weeks annual vacation.

12 & ½% for an employee entitled to 6 weeks annual vacation.

14 & ½% for an employee entitled to 7 weeks annual vacation.

#### **7.5 Loss of Seniority**

An employee shall lose his seniority and his employment shall be terminated in all of the following circumstances:

- (A) Being laid off without recall to a full time permanent position, for a period of 12 months or length of service, whichever is less;
- (B) On expiration of the 24 continuous months, together with any benevolent extensions, referred to in paragraph 9.4(A) herein; and
- (C) On expiration of the 90 day period referred to in paragraph 9.3(H)(i), or, in the event a further discretionary extension of unpaid sick leave has been granted under that subparagraph (ii), on expiration of that further period.

#### **8.0 COMPASSIONATE LEAVE:**

Employees will be granted leave with pay as follows:-

- (A) 4 days in the case of a death of a wife, spouse including common-law, parent, brother, brother-in-law, sister, sister-in-law, child including step, adoptive and foster, parents-in-law, grandparents, grandparents-in-law, grandchild, son-in-law or daughter-in-law of the member.
- (B)
  - (i) 1 day in order to attend a funeral as a pallbearer.
  - (ii) With the approval of the Fire Chief, ½ day in order to attend a funeral as a mourner.
- (C) Periods of time in excess of the number of days mentioned in subsection (A) or (B) may be granted at the discretion of the Fire Chief, without pay.

## **9.0 EMPLOYEE BENEFITS:**

### **9.1 Medical Services Plan**

All employees shall, as a condition of employment, enroll in the medical plan currently provided by Medical Services Plan of British Columbia or such other plan as may be in effect which provides similar coverage effective from the first of the month following completion of 2 months service. The City shall pay 100% of the monthly fee.

### **9.2 Major Medical Insurance Plan**

All employees shall as a condition of employment enroll in the Major Medical Insurance Plan currently provided by the City. The City shall pay 100% of the monthly fee.

Effective the date of ratification, the Major Medical Insurance Plan will improve to include:

- Vision care of \$500 every 24 months
- Coverage for annual eye exams up to a maximum of \$120, every 24 months
- Pay Direct for prescription purchases
- Coverage for physiotherapy and massage therapy, and increase to other paramedical coverage for chiropractic, psychological, acupuncture, podiatry, speech language pathologist, private duty care by a registered nurse for acute condition in the person's home or in hospital, and naturopathy to an annual combined total of \$1300
- No per visit fee coverage for practitioners
- Hearing aids and repairs: coverage provides for employee and dependents to \$500 per individual per 5 years.

### **9.3 Sick Leave**

Sick Leave shall mean the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act.

- (A) Unused sick leave shall be accrued for future benefits up to a maximum of 2,160 working hours. Earned sick leave entitlement for each year shall be used before utilizing any accrued sick leave.
- (B) Upon commencement of employment, an employee shall be granted 48 working hours as sick leave. This condition to last through the employee's probationary period. Any unused sick leave granted under this section shall be forfeited at the expiration of the probationary period and any sick leave used shall be deducted from the sick leave accrued under subsection (C).
- (C) Sick leave shall be granted to employees on the basis of 18 working hours for every month of service.
- (D) Notwithstanding (C) above, the Chief Fire Prevention Officer shall be granted 11.25 working hours sick leave for every month of service.
- (E) An employee may be required to produce a certificate from a duly qualified physician or drugless practitioner for any illness certifying that such employee is unable to carry out his duties due to illness. Such certificate shall not unreasonably be required.

- (F) An employee, who through disease, injury or compensable accident is unable to perform his full duties but is capable of performing light duties with the Fire Department, and said duties are approved by the Fire Chief and the attending physician, shall report for light duty until such time as the attending physician has approved their return to full duties.
- (G) A record of all unused sick leave will be kept by the City and any employee is to be advised upon application of the amount of sick leave accrued to his credit, within a reasonable period of time.
- (H) An employee who has exhausted all paid sick leave accrued under the above provisions, but who is still not yet fit and able to fully return to work shall:
  - (i) Be entitled to an additional unpaid period of sick leave of up to 90 days duration;
  - (ii) May, in the sole discretion of the Fire Chief, be given a further 90 days unpaid sick leave over and above that specified in (i); and
  - (iii) Shall not receive benefits specified under this Agreement unless during such 90 day period(s) the employee pays the full cost of those benefits. Further, during such period(s) an employee shall not receive sick leave credit for the period(s) of such absence(s), shall not be entitled to statutory holidays or statutory holiday pay, shall not accrue service for the purpose of annual vacations, and shall not accrue seniority.
- (I) Where no one at home other than the employee can provide for the needs during illness of such employee's children, spouse or parent, the employee shall be entitled, after notifying the employee's supervisor, to use an annual total of 4 accumulated sick leave days per year to care for the employee's children, spouse or parent.

#### **9.4 Workers' Compensation**

- (A) Every person covered by this Agreement who is absent from duty as a result of a compensable accident shall pay to the City all monies received from the Workers' Compensation Board and shall receive from the City his full salary during such absence from duty, such period not to exceed 24 continuous months, and said time may be extended in the case where extended benevolence is felt to be warranted by the City.

- (B) The City agrees that every person covered by this Agreement shall receive his full monthly benefits and salary during such absences from duty resulting from a contagious disease contracted while performing a duty for the City provided that he keeps the immunizations recommended by the Medical Health Officer of the Central Vancouver Island Health Unit up to date. Employees shall provide evidence satisfactory to the Fire Chief of immunizations received and of the date such immunizations were received and the City shall keep records of all such immunizations. An employee shall not lose his entitlement to full monthly benefits and salary if he contracts a disease for which he should have been immunized but was not, provided there is on file with the City, a certificate from a physician or duly qualified practitioner, as defined by the Workers' Compensation Act, that for medical reasons, the employee was unable to receive the immunization. Contact with a person or persons having or carrying such contagious disease shall be prima facie evidence that such contagious disease was communicated. Such benefits shall continue until the person is certified fit to return to duty by a physician or qualified practitioner, as defined by the Workers' Compensation Act, but shall not remain in effect longer than 24 months. Benefits or assistance, such as rehabilitation or retraining, may be provided beyond the 24 month period where it is felt to be warranted as may be mutually agreed upon between the parties to this Agreement.

The Fire Chief shall grant reasonable periods of time off without loss of pay in order for employees to obtain required immunizations.

#### **9.5 Group Life Insurance**

- (A) All employees effective from the first of the month following completion of 6 months service shall be covered by Group Life Insurance in the principal sum of twice annual salary (the employees annual regular rate based on the monthly pay shown on Schedule "A" Wage Schedules) to a maximum of \$500,000 with accident, death and dismemberment coverage in a like amount. The City will pay the premiums for the coverages.
- (B) Subject to approval of the carrier, Group Life Insurance and Accidental Death and Dismemberment as above described may be continued by retired employees up to the employee's 70<sup>th</sup> birthday. The principal sum at the time of the employee's retirement will be in effect until the employee's 65<sup>th</sup> birthday, after which the principal sum will be reduced by 50% (maximum \$250,000.) The retired employee shall pay the premiums for the coverages.

#### **9.6 Dental Plan**

All employees effective from the first of the month following completion of 2 months service shall as a condition of employment enroll in the dental plan provided and which is based on the following general principles:-

- (i) Basic dental services Plan (A) – Plan pays 80% of approved schedule of fees;
- (ii) Prosthetics, Crown and Bridges Plan (B) – Plan pays 50% of approved schedule of fees; and
- (iii) Orthodontic Plan (C) – Plan pays 50% of approved schedule of fees (lifetime maximum \$5,000.00).

The City will pay the premium for the coverage.



## **9.7 Retirement Benefit and Pension**

(A) After five years service with the City an employee upon retirement:

- (i) at not less than 50 years of age, or,
- (ii) after not less than 30 years of pensionable service, or,
- (iii) due to a total and permanent disability as defined in the Public Sector Pension Plans Act and/or Regulations thereto pertaining, as that Act and those Regulations may be amended from time to time.

Shall receive pay for one day at his regular rate at the time of termination for each full year of service as determined from the date of his employment.

(B) All employees shall participate in the Municipal Pension Plan Group 5 subject to the Municipal Pension Plan Rules for Group 5 as amended from time to time under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the *Public Sector Plans Act* as applied to the Employer and its regular full-time employees. If there is a conflict between the Municipal Pension Plan Rules and this Agreement then the Municipal Pension Plan Rules shall prevail.

## **9.8 Instruction Compensation**

Any employee required to attend instructor training, or to conduct training of other members of the Port Alberni Fire Department, at times other than during their normally scheduled hours of work shall be reimbursed in time off in lieu at straight time. Instructor training shall be deemed as actual classroom instruction time attended. For clarity, the training programs covered by this Article are CPR, High Angle Rescue, First Responder or other training programs as approved by the Fire Chief.

## **10.0 WORK COVERAGE:**

### **10.1 Work or Duties**

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

- (i) the prevention and suppression of fire;
- (ii) normal rescue and safety services;
- (iii) the routine housekeeping and maintenance of equipment and real property, related thereto, and

The Fire Chief may require any employee(s) to assist the Fire Fighter Mechanic with the repair of Fire Department mechanical equipment with no additional pay, or to independently undertake minor repairs or servicing of mechanical equipment with no additional pay.

### **10.2 Extraordinary Work or Duties**

Nothing in this section shall prevent the City from requesting or requiring an employee to perform as a condition of the employee's job as a Fire Fighter, any work or duty in connection with Civil Defence, including training, National Survival Exercises and action in the event of war or national emergency, or in the event of natural catastrophes.

### 10.3 Promotions, Staff Changes

- (A) Prior to filling any staff changes or promotions covered by this Agreement including the position of Fire Fighter, the City shall give the Association a minimum of 2 weeks notice in writing in order that all members will know about the position and be able to make written application therefor. Such notice shall contain the following information – nature of position, required knowledge, education, ability and skills, shifts, wage and salary range and rate. In lieu of written notice as aforesaid, the City shall provide such other means of notice as may be acceptable to the Association Executive and the Fire Chief.
- (B) In making staff changes covered by this Agreement, appointments shall be made of the applicant senior in the department and having the required qualifications as defined in Schedule “B”.
- (C)
  - (i) In the case of an Acting Captain the successful applicant shall perform in the acting capacity (actually perform the duties normally performed by the Captain) for a period of 16 complete shifts.
  - (ii) In the case of Captain the successful applicant shall be acting in the position for a period of 60 calendar days.
  - (iii) In the case of Chief Fire Prevention Officer the successful applicant shall be acting in the position for a period of 120 calendar days.
  - (iv) In the case of the Fire Fighter Mechanic the successful applicant shall be acting in the position for a period of 120 calendar days.

Upon completion of this acting period the applicant shall be confirmed in the position so acted or reverted to his former position without loss in seniority or salary. Any other employee promoted because of rearrangement of positions shall also be returned to his former position. Should any sick leave or holiday time be taken by the successful applicant during the probationary period, such time taken will be added to the probationary period.

- (D)
  - (i) Except in cases warranting immediate discharge or suspension, when a charge is made against an employee he shall be entitled to Association representation.
  - (ii) In the case of immediate discharge or suspension the Association shall be notified within 24 hours.
  - (iii) The Association shall be notified of all appointments, layoffs, rehiring, termination of employment and disciplinary actions.
- (E) A temporary vacancy of a Captain’s position will be filled if required by one of four employees designated as acting officers by the City in accordance with Article 10.3 of this Agreement. Notwithstanding anything in this section where no Captains or Acting Captains are available the temporary vacancy may be filled by an officer pool member in accordance with Article 10.3(F)(i) and (ii).

- (F) (i) The position of Acting Captain shall be filled by the senior available member of a Captain pool comprised of four employees meeting all the qualifications for the Schedule "B" Job Classification-Captain, with the exception that he must meet the certification requirements of an accredited entity acceptable to the Employer to the applicable edition of NFPA 1021 *Standard for the Fire Officer Professional Qualifications* level I.
- (ii) Captain pool seniority shall be determined by departmental seniority, having met the certification requirements of an accredited entity acceptable to the Employer to the applicable edition of NFPA 1021 *Standard for the Fire Officer Professional Qualifications* level I.

**10.4 Classification of Jobs**

Job classification shall be in accordance with Schedule "B" attached hereto and forming part hereof.

**10.5 Officer in Charge of Shift**

Except as provided in Articles 10.3(E) & (F) an officer with the rank of Captain or higher shall be in charge of each duty shift.

**10.6 Entries in Personnel Record**

- (A) An employee and the Union shall be notified in writing prior to any derogatory remark being entered in his personnel record.
- (B) (i) Reprimands shall be permanently removed from an employee's record after three years of service with good conduct.
- (ii) Similarly, severe reprimands shall be removed after five years.
- (iii) Similarly, records of suspension shall be removed after seven years.
- (iv) Similarly, records of dismissal, where an employee has been reinstated, shall be removed.
- (C) An employee and the Union shall be notified in writing when derogatory remarks are removed from his record.

**11.0 CHANGES AFFECTING THE AGREEMENT:**

Contemplated changes in working conditions, affecting Fire Department personnel, will be referred to the Association, and an opportunity provided for the Association to make representation to the City on such matters, before any change is put into effect.

**12.0 GRIEVANCE PROCEDURE:**

**12.1 Informal Procedure**

Without resorting to formal grievance procedure any employee may seek settlement of any wrong, or imagined wrong, by requesting a meeting with the Fire Chief or in his absence, the Deputy Fire Chief.

Should the matter not be settled by the above procedure then formal grievance procedures may be instituted.

## **12.2 Definition of Grievance**

A grievance is defined to mean and include any difference arising out of the interpretation, application, operation or any alleged violation of the collective agreement.

## **12.3 Formal Procedure**

Should a grievance arise between the persons bound by this Agreement there shall be no stoppage of work on account of such grievance and an earnest effort will be made to settle the matter promptly as set out below. For the purpose of this Article, a day shall be considered an Administration working day.

### First Stage

The aggrieved party shall, in the first instance, give in writing particulars of the grievance to the Fire Chief within 7 days of the grievance arising. In the event of a personal grievance at the first stage, the aggrieved party shall have the option to appear with representation from the Association.

### Second Stage

If the alleged grievance is not settled within 7 days of the receipt of the grievance, either party may refer the matter to the City Clerk who shall arrange for a meeting between the Association and the Management Committee (such Committee not to include any officer of the Fire Department).

The Fire Chief and/or Deputy Fire Chief may be invited to attend the meeting as (an) observer(s) at the discretion of the committee chair, unless objected to by the Association.

### Third Stage

If the grievance is still not settled then upon request by either party the City Clerk shall arrange a meeting between the Personnel Committee and the Association within 7 days of receipt of such request.

### Fourth Stage

If no settlement is reached within 7 days of commencement of the third stage then the grievance shall be finally settled without stoppage of work by submission to a third party under Article 13.0.

## **12.4 Matters Not Covered**

Any dispute (as defined in the Labor Relations Code of B.C.) with respect to matters not covered by the terms of this Agreement, during the term of this Agreement, shall be the subject of collective bargaining between the Association and the City.

## **13.0 ARBITRATION**

### **13.1 Alternative to Arbitration**

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement during the term of the Collective Agreement, which was not resolved through the Article 12.0 Grievance Procedure, a person agreed to by the parties shall, at the request of either party, and within 30 days of receiving the request:

- 1) investigate the difference;
- 2) define the issue in the differences; and
- 3) make written recommendations to the Employer and the Association together regarding a resolution of the difference.

These recommendations shall not be binding upon the parties.

### **13.2 Board of Arbitration**

Should the parties not be able to resolve their difference through the process set out in Article 13.1 above, then the matter may be submitted to a Board of Arbitration. The decision of that Board in the matter shall be final, binding and enforceable on the parties.

A Board of Arbitration shall consist of 3 persons, 1 to be chosen by each party, the third shall be the Chairman, to be selected by the 2 appointed. The representatives of the parties concerned must meet within 7 days of the appointment, and are allowed a further 5 days to agree upon a Chairman. If they fail to agree upon a Chairman, either party may apply to the Minister of Labor to appoint a Chairman.

### **13.3 Single Arbitrator**

Notwithstanding the foregoing both parties may by mutual agreement appoint a single arbitrator who shall have the duties, responsibilities and authority of an Arbitration Board as herein described.

## **14.0 LEAVE OF ABSENCE**

### **14.1 General Leave**

The City will give consideration to granting leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause. Such consideration to take into account the employees length of service, purpose of the leave, requested length of leave, the employees previous use of the leave or absence provisions and the effect of such leave on the operations of the City.

The Association acknowledges that because of the size of the Port Alberni Fire Department it is unlikely the City will be able to grant leave as aforesaid without incurring overtime costs in order to maintain crew strength at acceptable levels. It is therefore agreed that where such leave is granted and an absence occurs which reduces crew strength below a level acceptable to the City, the Association will provide a replacement acceptable to the Fire Chief to cover the duration of such absence. The replacement employee(s) will be paid straight time rates for all time worked.

It is further agreed that any request for leave of absences exceeding 30 calendar days will be subject to approval of the Association.

During the period of leave of absence the employee shall not be eligible for statutory holiday pay, retirement benefit or sick leave entitlement unless specifically authorized.

#### **14.2 Absence from Duty of Association Officials**

- (A) The City agrees that where it is necessary for the Officers of the Association to leave their employment temporarily for the purpose of union business with the City, or for the purpose of settling grievances as outlined in Article 12 above, the said members shall suffer no loss of pay for the time so spent, provided such business is conducted within the City.

For the purpose of this Article, a minimum duty shift of at least 1 officer, or acting officer, and 3 fire fighters, shall remain in service.

Should the number of on duty personnel required to be absent from duty under the provisions of this Article cause the duty shift to be reduced to less than four members, as aforesaid, the Association shall provide a replacement, or replacements, approved by the Fire Chief, at no cost to the City. Notwithstanding Article 5.4 where the shift officer is absent from duty under the provisions of this Article, the Acting Officer shall receive no additional pay for filling the shift officer's position.

Whenever possible, meetings between the City and the Officers of the Association shall be held at the Fire Hall.

- (B) Notwithstanding the foregoing, any member of the Association may be granted leave for union business required by the Local, provided that the Association provides a qualified replacement approved by the Fire Chief.

#### **14.3 Pregnancy Leave**

- (A) Upon request, a pregnant employee will be granted unpaid leave for a period of not more than 15 consecutive weeks or such longer period as mutually agreed between the employee and the Employer. Such employee shall also be entitled to Parental Leave pursuant to Article 14.4.

The period of pregnancy leave shall commence on a date determined by the employee, but no sooner than 11 weeks prior to the estimated birth date, and ending no earlier than 6 weeks after the actual birth date and the request to take pregnancy leave must be made, in writing, at least 4 weeks prior to the proposed commencement of the leave, and include the probable birth date.

An employee on commencement of pregnancy leave shall provide the Employer with her return to work date.

The period of pregnancy leave shall abut any period of Parental Leave taken under the provisions of Article 14.4.

Pregnancy Leave shall be extended for up to an additional 6 consecutive weeks or such longer period as deemed necessary, for illness of the newborn child(children) where a doctor's certificate is presented, or for reasons related to the birth or the termination of the pregnancy.

(B) Early Return and Emergency Situations

In the case of an incomplete pregnancy, death of a child or other special situations, an employee may return to work earlier than provided in the agreed-upon leave, provided that a minimum of 10 working days written notice is given to the Employer.

The employee intending to make an early return to work will submit a written application together with a medical certificate stating that the employee is fit to return to work.

**14.4 Parental and Adoption Leave**

(A) An employee who requests such Leave shall be entitled to up to 37 consecutive weeks of unpaid leave:

For a birth mother, immediately after the end of the Pregnancy Leave unless the employee and the Employer agree otherwise,

For a birth father, after the child's birth and within 52 weeks after that event,

For an adopting parent within 52 weeks after the child is placed with the parent.

Where both parents are employees of the Employer, the employees shall determine the apportionment of such Leave between them subject to the agreement of the Employer. The total such Leave, when shared between both parents, shall not exceed 37 weeks.

The request to take such leave must be made, in writing, at least 4 weeks prior to the proposed commencement of the leave, and be accompanied by:

- (i) a certificate of a medical practitioner or other evidence stating the date of birth or the child (children) or the probable date of birth of the child (children); or
- (ii) a letter from the agency placing the child (children) providing evidence of adoption of the child (children).

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under this provision.

(B) Extended Pregnancy/Parental Leave

Upon written request at least 10 working days prior to the expiration of Pregnancy Leave and/or Parental Leave, an additional leave of absence without pay and without loss of seniority, shall be granted to a maximum of 22 weeks.

The employee returning to work after extended Pregnancy/Parental Leave shall provide the Employer with at least ten 10 working days notice.

- (C) The services of an employee who is absent from work in accordance with Articles 14.3 or 14.4 shall be considered continuous for the purposes of seniority, vacations and any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where
  - (i) the Employer pays the total cost of the plan, or
  - (ii) the employee elects to continue to pay his or her share of the cost of a plan that is paid for jointly by the Employer and the employee.
- (D) An employee who resumes employment on the expiration of the leave of absence granted in accordance with Articles 14.3 and 14.4 shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

**15.0 MANAGEMENT'S RIGHTS:**

- (A) Subject to the grievance procedure, the Association recognizes the right of the City to operate and manage the business of the City in all respects, in accordance with its commitments and responsibilities, and to make and alter from time to time as the necessity arises, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules and regulations and amendments thereto shall be communicated in writing to the Association.
- (B) The City shall always have the right to hire, discipline, demote, promote and discharge employees for proper cause, and to retire employees at the age of 60.

**16.0 JURY DUTY**

- (A) The City shall pay an employee who is required to serve as a juror or court witness his regular wages for all time lost, should an employee be required to serve in this capacity during his scheduled shift.

In return the employee shall remit to the City such payments as he may receive for such services. Employees shall return to work when dismissed by the Court.
- (B) The City shall grant an employee time off at 1 & ½ times the hours spent in court in lieu of off-duty hours served as a court witness provided the employee is required to serve from causes arising out of his employment and provided the employee is summonsed or subpoenaed as a witness. In return the employee shall remit to the City any payments he may receive for such services. (Payments specifically designated as expenses excepted).

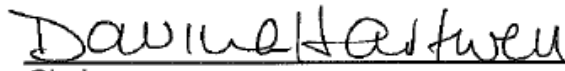


IN WITNESS WHEREOF the City has affixed its Corporate Seal attested by the hands of its officers, duly authorized in that behalf; and the Association as the Bargaining Agent of the said employees and on their behalf, has subscribed the signature of its duly authorized officers in that behalf, the day and year first above written.

THE CORPORATE SEAL OF THE  
CITY OF PORT ALBERNI WAS HEREUNTO  
AFFIXED IN THE PRESENCE OF:



\_\_\_\_\_  
Mayor



\_\_\_\_\_  
Clerk

SIGNED AND SEALED BY THE  
PRESIDENT AND SECRETARY OF  
PORT ALBERNI PROFESSIONAL FIRE  
FIGHTERS LOCAL 1667:



\_\_\_\_\_  
President



\_\_\_\_\_  
Secretary

**SCHEDULE "A"**  
**Wage Schedules**

**(A) WAGE SCHEDULE EFFECTIVE JANUARY 1, 2014**

<b>POSITION</b>	<b>Basic Hourly</b>	<b>Call out Hourly</b>	<b>Monthly</b>	<b>% First Class</b>
Probationer	\$29.93	\$44.90	\$5448	75
4 <sup>th</sup> Class	\$31.93	\$47.89	\$5811	80
3 <sup>rd</sup> Class	\$33.92	\$50.88	\$6174	85
2 <sup>nd</sup> Class	\$35.92	\$53.88	\$6538	90
1 <sup>st</sup> Class	\$39.91	\$59.87	\$7264	100
1 <sup>st</sup> Class after completion of 10 calendar years service	\$40.71	\$61.06	\$7409	102
Captain	\$49.66	\$74.50	\$9039	122% 10 Yr.
Chief Fire Prevention Officer	\$55.62	\$83.44	\$9039	118% Capt. (hrly)
Firefighter/Mechanic	\$44.37	\$66.56	\$8076	109% x Class held
Breathing Apparatus Technician	\$40.91	\$61.37	\$7446	102.5% x Class held 1st
Breathing Apparatus Technician	\$41.73	\$62.59	\$7594	102.5% x Class held 10 Yr

**(B) WAGE SCHEDULE EFFECTIVE JANUARY 1, 2015**

<b>POSITION</b>	<b>Basic Hourly</b>	<b>Call out Hourly</b>	<b>Monthly</b>	<b>% First Class</b>
Probationer	\$30.76	\$46.15	\$5599	75
4 <sup>th</sup> Class	\$32.81	\$49.22	\$5972	80
3 <sup>rd</sup> Class	\$34.86	\$52.29	\$6345	85
2 <sup>nd</sup> Class	\$36.92	\$55.38	\$6719	90
1 <sup>st</sup> Class	\$41.02	\$61.52	\$7465	100
1 <sup>st</sup> Class after completion of 10 calendar years service	\$41.84	\$62.76	\$7614	102
Captain	\$51.04	\$76.56	\$9289	122% 10 Yr.
Chief Fire Prevention Officer	\$57.16	\$85.74	\$9289	118% Capt. (hrly)
Firefighter/Mechanic	\$45.60	\$68.40	\$8299	109% x Class held
Breathing Apparatus Technician	\$42.04	\$63.07	\$7652	102.5% x Class held 1st
Breathing Apparatus Technician	\$42.88	\$64.32	\$7804	102.5% x Class held 10 Yr

**(C) WAGE SCHEDULE EFFECTIVE JANUARY 1, 2016**

<b>POSITION</b>	<b>Basic Hourly</b>	<b>Call out Hourly</b>	<b>Monthly</b>	<b>% First Class</b>
Probationer	\$31.15	\$46.72	\$5669	75
4 <sup>th</sup> Class	\$33.22	\$49.83	\$6046	80
3 <sup>rd</sup> Class	\$35.30	\$52.95	\$6424	85
2 <sup>nd</sup> Class	\$37.37	\$56.06	\$6802	90
1 <sup>st</sup> Class	\$41.53	\$62.29	\$7558	100
1 <sup>st</sup> Class after completion of 10 calendar years service	\$42.36	\$63.54	\$7709	102
Captain	\$51.68	\$77.51	\$9405	122% 10 Yr.
Chief Fire Prevention Officer	\$57.88	\$86.82	\$9405	118% Capt. (hrly)
Firefighter/Mechanic	\$46.17	\$69.26	\$8403	109% x Class held
Breathing Apparatus Technician	\$42.57	\$63.85	\$7747	102.5% x Class held 1st
Breathing Apparatus Technician	\$43.42	\$65.13	\$7902	102.5% x Class held 10 Yr

**(D) WAGE SCHEDULE EFFECTIVE MAY 12, 2016**

<b>POSITION</b>	<b>Basic Hourly</b>	<b>Call out Hourly</b>	<b>Monthly</b>	<b>% First Class</b>
Probationer	\$31.15	\$46.72	\$5669	75
4 <sup>th</sup> Class	\$33.22	\$49.83	\$6046	80
3 <sup>rd</sup> Class	\$35.30	\$52.95	\$6424	85
2 <sup>nd</sup> Class	\$37.37	\$56.06	\$6802	90
1 <sup>st</sup> Class	\$41.53	\$62.29	\$7558	100
1 <sup>st</sup> Class after completion of 9 calendar years of service	\$42.77	\$64.16	\$7785	103
Captain	\$52.19	\$78.28	\$9498	122% 10 Yr.
Chief Fire Prevention Officer	\$58.45	\$87.68	\$9498	118% Capt. (hrly)
Firefighter/Mechanic	\$46.63	\$69.94	\$8486	109% x Class held
Breathing Apparatus Technician	\$42.57	\$63.85	\$7747	102.5% x Class held 1st
Breathing Apparatus Technician	\$43.85	\$65.77	\$7980	102.5% x Class held 10 Yr

- (E) Effective January 1, 2014 the first class fire fighter 100% rate (4<sup>th</sup> year) shall be increased to be equal to the average rate paid for the same classification in the cities of Powell River and Campbell River, as of January 1, 2014 and all other rates shall be increased accordingly.
- (F) Effective January 1, 2015 the first class fire fighter 100% rate (4<sup>th</sup> year) shall be increased to be equal to the average rate paid for the same classification in the cities of Powell River and Campbell River as of January 1<sup>st</sup> 2015 and all other rates shall be increased accordingly.
- (G) Effective January 1, 2016 the first class fire fighter 100% rate (4<sup>th</sup> year) shall be increased to be equal to the average rate paid for the same classification in the cities of Powell River and Campbell River as of January 1<sup>st</sup> 2016 and all other rates shall be increased accordingly.
- (H) Effective January 1, 2017 the first class fire fighter 100% rate (4<sup>th</sup> year) shall be increased to be equal to the average rate paid for the same classification in the cities of Powell River and Campbell River as of January 1<sup>st</sup>, 2017 and all other rates shall be increased accordingly.
- (I) Effective January 1, 2018 the first class fire fighter 100% rate (4<sup>th</sup> year) shall be increased to be equal to the average rate paid for the same classification in the cities of Powell River and Campbell River as of January 1<sup>st</sup> 2018 and all other rates shall be increased accordingly.
- (J) Effective January 1, 2019 the first class fire fighter 100% rate (4<sup>th</sup> year) shall be increased to be equal to the average rate paid for the same classification in the cities of Powell River and Campbell River as of January 1<sup>st</sup> 2019 and all other rates shall be increased accordingly.
- (K) On each effective date as set out in (E), (F), (G), (H), (I) and (J) above, if the rate paid for the same classification in the cities of Powell River and Campbell River have not yet been negotiated or determined by interest arbitration, the parties agree to use the actual rates in effect on those dates for the purpose of calculating the average rate referred to. If Powell River and/or Campbell River subsequently negotiate a higher rate or have a higher rate imposed by interest arbitration retroactive to the effective date, the average rate will be recalculated and the employer agrees to make resulting retroactive pay adjustments

**PAYMENT OF RETROACTIVE WAGE INCREASES:**

Retroactive wage increases shall be calculated as soon as possible after ratification and paid to employees and retirees within no more than 90 days from the date of ratification.

**WAGE REOPENER**

For the purposes only of the term of this Collective Agreement, the parties agree that in the event of a significant economic downturn which results in the loss to the City of more than 15% of property tax revenue in a given year, then the parties agree to re-opening the collective agreement only for the purpose of re-negotiating, in good faith, the percentage of the average rate paid for the same classification in the Cities of Powell River and Campbell River in each remaining year of the Collective Agreement.

Should the wage reopener be activated the parties agree to negotiate in good faith with no preconceived expectations of the outcome. In the absence of agreement between the parties, the matter may be referred to an arbitrator for determination in accordance with the Fire & Police Services Bargaining Act.

**FORMULAS:**

A) 42 HOUR WEEK

- 1) To convert hourly to monthly

$$\frac{\text{Hourly Rate} \times 2184 \text{ hrs (42 hrs. x 52 weeks)}}{12 \text{ months}} = \text{Monthly Rate}$$

- 2) To convert monthly to hourly

$$\frac{\text{Monthly Rate} \times 12 \text{ months}}{2184 (42 \text{ hrs. x 52 weeks})} = \text{Hourly Rate}$$

B) 37 1/2 HOUR WEEK

- 1) To convert hourly to monthly

$$\frac{\text{Hourly rate} \times 1950 (37 \frac{1}{2} \times 52 \text{ weeks})}{12 \text{ months}} = \text{Monthly Rate}$$

- 2) To convert monthly to hourly

$$\frac{\text{Monthly Rate} \times 12 \text{ months}}{1950 (37 \frac{1}{2} \times 52 \text{ weeks})} = \text{Hourly Rate}$$

C) Bi Weekly Pay Period

For the purposes of this agreement, bi weekly pay shall comprise 84 hours pay at the applicable rate shown above to be paid on alternate Fridays.

**SCHEDULE "B"**  
**DEFINITIONS OF CLASSES OF FIRE FIGHTERS**

1. Probationer means "an employee who has less than 6 months service with the Department and has not been appointed as a permanent member of the Department".
2. Fire Fighter-fourth class means "an employee who has successfully completed 6 months but less than 12 months service with the Department and has written and successfully passed the probationer's examination".
3. Fire Fighter-third class means "an employee who has completed 12 months but less than 24 months service with the Department".
4. Fire Fighter-second class means "an employee who has completed 24 months but less than 36 months service with the Department".
5. Fire Fighter-first class means "an employee who has completed 36 months service with the Department, has written and successfully passed a 'first class fire fighter's examination and who holds, or has held, a Level II Occupational First Aid Certificate within the 36 months period immediately preceding his passing of the "first class fire fighter's examination".
6. Breathing Apparatus Technician - means a fire fighter who in addition to qualifying for one of the classes of fire fighters aforesaid, holds a current Field Level Maintenance Certificate or equivalent as suggested by the breathing apparatus manufacturer and has been appointed to the Breathing Apparatus Technician position by the Fire Chief.
7. Fire Fighter Mechanic - Notwithstanding Section I and 2, a "probationer" in the case of an employee engaged in the classification of Fire Fighter Mechanic shall mean an employee who has less than 9 months service with the Department and who has not been appointed as a permanent member of the Department, and a "Fire Fighter - fourth class" in the case of an employee engaged in the classification of Fire Fighter Mechanic shall mean an employee who has successfully completed 9 months but less than 12 months service with the Department and has written and successfully passed the probationer's examination. Section 3 to 5 shall apply without change to an employee engaged in the classification of Fire Fighter Mechanic. The City reserves the right to contract out mechanical work.

## **SCHEDULE "B"**

### **JOB CLASSIFICATION - FIRE FIGHTER**

**Definition:** This is skilled fire fighting entailing the combatting, extinguishing and preventing of fires, and the saving of life and property. A fire fighter is responsible for rapidly and efficiently performing various duties under emergency conditions frequently involving considerable hazard. While specific orders and directions are received from a superior officer in the normal course of maintenance duties and in fire fighting, considerable independence of judgment and action is allowed in circumstances of extreme urgency where referral to a superior for instruction is not possible. A constant review of work is carried out by a superior to maintain and improve the efficiency of the Fire Department as a whole.

1. He will at all times render all assistance possible to help preserve life and property.
2. He will take part in the combatting and extinguishing of fire, salvage operations, fire preventions, inspection work and public relations work.
3. He shall render all assistance possible in other emergency situations such as rescue calls.
4. He will make himself familiar with all fire department equipment, training methods, instructions and orders, and will participate in all in-service training.
5. He will obey and carry out with dispatch all orders from a superior officer.
6. (A) He shall maintain and keep valid a B.C. Driver's Licence for vehicles of Class 3 and 4 with an endorsement for operating a vehicle equipped with air brakes.  
  
(B) He will qualify for and keep valid one of the following:
  1. St. John Ambulance Standard First Aid
  2. First Responder Level III
  3. Occupational First Aid Level II or higher
  4. Other course approved by the Fire Chief  
(C) He shall have until 12 months after the completion of probationary period to obtain these qualifications. Should a fire fighter lose any of these qualifications, he shall have the following lengths of time in which to regain them.

Driver's Licence - 6 months

St. John's, First Responder III, or Occupational First Aid Certificate - 6 months or until the next course is held in the City.

Should an employee lose his driver's licence through causes arising from his employment with the City the provisions relating to driver's licence shall be waived.

Should an employee be unable to maintain the required drivers licence qualifications due to physical disability the City will take all reasonable steps to:

1. firstly continue his employment on the department
  2. secondly find alternate employment with the City
  3. thirdly assist in the retirement of the member.
7. He will make himself familiar with the duties of the control room operation and will perform such duties as and when required.
  8. He will perform normal maintenance duties as and when required on Fire Department vehicles, equipment, buildings and property.
  9. He will perform such other duties as may be deemed expedient or necessary by the Fire Chief with regard to Public Safety and good order of the Department within the confines of the contract.
  10. In addition to fulfilling the requirements of items 1 - 9 above, an employee, to qualify as a 1<sup>st</sup> Class Fire Fighter shall:
    - (A) have served with this Department for a period of not less than 36 months.
    - (B) hold, or have held, a valid Level II Occupational First Aid Certificate within the 36 month period immediately preceding his passing of the "first class Fire Fighter's examination". If, for medical reasons or other extenuating circumstances, a person is unable to obtain this qualification, then his case will be given special consideration.
    - (C) write and successfully pass a "first class Fire Fighters examination" the contents of which shall not be inconsistent with the methods and materials taught and used in the Port Alberni Fire Department. Should a first class Fire Fighter lose any of the requirements for his classification the provisions of Section 6 of Schedule "B" Job Classification - Fire Fighter shall apply.



## **SCHEDULE "B"**

### **JOB CLASSIFICATION - BREATHING APPARATUS TECHNICIAN**

**Definition:** This is skilled specialized technical work which entails the responsibility for servicing, repairing and maintaining all Port Alberni Fire Department breathing apparatus to the limits of field level repair and maintenance.

He will maintain accurate accounts of Fire Department maintenance records for all breathing apparatus. He will be responsible for ordering parts and equipment for the repair and replacement of Fire Department breathing apparatus under the direction of the Fire Chief.

- Conditions:**
1. He shall have all the qualifications and perform all of the duties of a Fire Fighter and shall do breathing apparatus work during his duty shifts in cooperation with the Captain in charge of his shift.
  2. He shall hold a current Field Level Maintenance Certificate or equivalent as suggested by the Manufacturer.
  3. The City shall supply all necessary tools required for him to do this job as determined by the Fire Chief.
  4. Should an employee filling this position be promoted to a Captain or Acting Captain rank, he shall relinquish the position of Breathing Apparatus Technician.
  5. This position shall be for a mutually agreed annually renewable term.

## **SCHEDULE "B"**

### **JOB CLASSIFICATION - FIRE FIGHTER MECHANIC**

Definition: This is skilled specialized technical work which entails the responsibility for servicing, repairing and maintaining all Fire Department mechanical equipment to the limits of his qualifications. He will maintain accurate accounts of Fire Department maintenance records for all mechanical equipment requiring same. He will be responsible for ordering parts and equipment for the repair and replacement of Fire Department equipment under the direction of the Fire Chief. At all times during his duty shift he will be available to respond to any Fire Department emergency under the directions of the Officer-in-charge.

1. He shall have all the qualifications and perform all the duties of a Fire Fighter, and in addition, will hold a British Columbia Trades Qualification Certificate as a Heavy Duty Mechanic or an Automotive Mechanic.
2. The City shall supply all necessary tools required for him to do his job as determined by the Fire Chief.
3. He will be supplied with 2 pairs of coveralls at all times on a replacement basis.
4. Should an employee filling this position be promoted to Captain or Acting Captain rank, he shall relinquish the position of mechanic.

## SCHEDULE "B"

### JOB CLASSIFICATION - CAPTAIN

Definition: This is skilled fire fighting work entailing the command of an assigned shift, apparatus, equipment and personnel for the purpose of combatting, extinguishing and preventing of fires and the saving of life and property. A Captain is responsible for the discipline of his men and the proper maintenance of apparatus and equipment in accordance with standing orders and other regulations. At a fire, unless working under a superior officer, he is responsible for effectively extinguishing a fire, including entering a burning building with his men. While subject to the requirements of written orders and regulations and the verbal directions of a superior, a Captain exercises great independence of judgment and action while in command at fires and rescues. Responsibility is also entailed in assisting a superior officer in maintaining discipline and morale of an assigned shift, the proper care and maintenance of equipment and apparatus, training, lectures, inspections, drills and the maintaining of departmental records. The work is evaluated in terms of the example set for the men, their respect for him, level of morale and discipline on the shift and the effectiveness of his leadership.

1. He shall have all the qualifications and perform the duties included in the job classification of a first class Fire Fighter.
2. He shall also have the following qualifications:
  - (a) He shall have a minimum of 10 years service on the Port Alberni Fire Department and will have held an acting officers position for a minimum of 1 year immediately preceding his appointment to a Captains position. If no members qualify, length of service may be waived.
  - (b) He must have passed an examination for the rank

*Effective December 31, 2018 – replaces (b) above*

  - (b) He must meet the certification requirements of an accredited entity acceptable to the Employer to the applicable edition of NFPA 1021 *Standard for the Fire Officer Professional Qualifications* level II.
3. He shall also perform the following duties:
  - (a) He shall, in the absence of a senior officer, make any decisions that are required to ensure the proper and efficient operation of the department, including taking command at any time of a fire or other emergency.
  - (b) He will ensure that all routine work is carried out, that department orders are adhered to, that all required records are properly kept and that discipline is maintained in accordance with department policy.

## **SCHEDULE "B"**

### **JOB CLASSIFICATION - CHIEF FIRE PREVENTION OFFICER (CAPTAIN)**

**Definition:** This is skilled specialized technical work which entails responsibility for planning, organizing, promoting and directing an effective fire safety, public education and public relations program. An incumbent of this class when engaged in fire safety, public relations and educational work promotes interest in fire safety and provides instruction, lectures and programs for a variety of groups, associations, industrial and commercial concerns. At times he may be required to act as Captain of a shift or to perform other fire fighting duties.

1. He shall have all the qualifications and be able to perform all the duties listed for a Captain.
2. Over and above these qualifications, required by Section I, he shall have the following qualifications:-
  - (a) Shall have a good knowledge of the current Fire Services Act, and all regulations pursuant thereto; and shall have completed a Local Assistant to the Fire Commissioner's course as given by the Justice Institute of B.C. or appropriate agency; and shall be appointed as a Local Assistant to the Fire Commissioner and act accordingly under the direction of the Fire Chief.
  - (b) Shall have considerable knowledge of the relevant sections and supplements of the National Building Code.
  - (c) Shall have a good knowledge of any local Bylaws relevant to the Fire Department.
  - (d) Shall have the ability to meet and deal effectively with the general public, contractors, architects, businessmen, etc.
  - (e) Shall have attended the Fire Academy and been certified in the "Fire Inspection Course(s)".
  - (f) It shall be desirable that he has shown interest and ambition in his chosen vocation and any additional qualifications that have been obtained will be given every consideration.
  - (g) Shall be able to prepare reports and preferably have a knowledge of typing and office work.
3. He shall be responsible to the Fire Chief for the operation of the inspection and fire prevention activities of the Department.

**SCHEDULE "C"**  
**PORT ALBERNI PROFESSIONAL FIRE FIGHTERS' ASSOCIATION**

**SENIORITY LIST AS AT MAY 12, 2016**

<b>NO.</b>	<b>EMPLOYEE NAME</b>	<b>SENIORITY DATE</b>
1	Norden, Leslie	July 16, 1986
2	Nadig, Herbert	January 1, 1992
3	Francoeur, Edgar	June 16, 1992
4	Thoen, Randolph	November 16, 1995
5	Burrows, Scott	June 14, 1999
6	Haley, John	February 7, 2000
7	Ritchie, Ian	July 3, 2000
8	Newberry Rick	November 6, 2000
9	Guerin, Andre	January 2, 2001
10	Fines, Derrin	December 3, 2001
11	Halychuk, Benjamin	December 3, 2001
12	Miguez, John	June 1, 2004
13	Zaplotinsky, Bladon	June 7, 2004
14	Cross, Travis	March 21, 2005
15	Rogers, Bradley	May 22, 2008
16	Turner, Ryan	April 23, 2009
17	Rose, Brent	May 17, 2010
18	Tourangeau, Brennan	January 10, 2012
19	Roberts, Jason	March 5, 2012
20	Selva, Anthony	January 14, 2013
21	Booth, Tony	February 3, 2014

## **SCHEDULE “D”**

### **LETTERS OF UNDERSTANDING**

Only those Letters of Understanding attached hereto and forming part of this Agreement shall be considered to be in effect.



# CITY OF PORT ALBERNI

City Hall  
4850 Argyle Street,  
Port Alberni, B.C. V9Y 1V8  
Telephone: (604) 723-2146 Fax: (604) 723-1003

April 1, 1996

## LETTER OF UNDERSTANDING BETWEEN CITY OF PORT ALBERNI AND PORT ALBERNI FIRE FIGHTERS ASSOCIATION LOCAL #1667

Re: Flex Time for Chief Fire Prevention Officer

Notwithstanding Article 5.2(B) of the Collective Agreement it is hereby understood and agreed that the Chief Fire Prevention Officer (C.F.P.O.) with the approval of the Fire Chief may work a 9 day fortnight comprising days of 8 hours and 20 minutes each commencing and terminating at such time as may be mutually agreed between the C.F.P.O. and the Fire Chief. The day to be taken off in each two week period shall also be as mutually agreed between the C.F.P.O. and the Fire Chief.

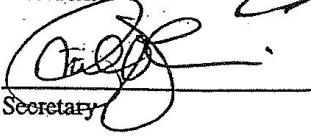
Signed on behalf of the  
City of Port Alberni  
this 13<sup>th</sup> day of JUNE, 1996

  
\_\_\_\_\_  
Mayor

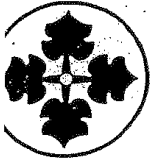
  
\_\_\_\_\_  
Clerk

Signed on behalf of  
PAFFA Local #1667  
this 13<sup>th</sup> day of JUNE, 1996.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

(tm)ja/paffa/disk/letter



## CITY OF PORT ALBERNI

City Hall  
4850 Argyle Street,  
Port Alberni, B.C. V9Y 1V8  
Telephone: (604) 723-2146 Fax: (604) 723-1003

April 18, 1996

Port Alberni Fire Fighters Association Local #1667  
3699 - 10th Avenue  
Port Alberni BC V9Y 4W3

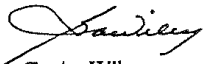
Attention: Phil Johns, Secretary

Re: Vacations and Statutory Holidays

Further to discussions at negotiations for the 1996 Agreement the following policy will apply to vacations and cancellations of days off in lieu of statutory holidays.

1. This letter will supersede our letter of 6 April 1982.
2. The following will apply except in case of dire emergency:
  - a) Annual Vacations  
Annual vacations (approved) prior to a shift being reduced to minimum strength due to re-assignment will not be cancelled.
  - b) Statutory Holidays
    - (i) With Advance Notice  
Where an employee applies in writing for a day off in lieu of a statutory holiday seven days or more in advance of the requested time off, the employer will advise in writing of approval or disapproval of the requested time off within 24 hours of receipt of the application (weekends and stat holidays not included in 24 hour time period).  
  
Should the approval be granted under the preceding paragraph, it shall not be cancelled except in case of dire emergency or by mutual consent of employee and employer.
    - (ii) Without Advance Notice  
Subject to the approval of the Chief, or the Deputy Chief, or if they cannot be contacted, the officer in charge, days off in lieu of statutory holidays may be taken by an employee without advance notice, provided that affected shift is at full strength. Cancellation of without advance notice stats will be as per notice issued 8 December, 1988, by the Fire Chief.
    - (ii) When Shift Shortage Exceeds One (1) Month  
Where a shift is reduced to a minimum strength due to re-assignment or extended sick leave for a period of one (1) month or more, applications by members of the affected shift for days off in lieu of statutory holidays under (B) (i) above will be considered.

Yours truly,  
CITY OF PORT ALBERNI

  
G. A. Wiley  
Clerk/Deputy Manager

(no) jspaff (ai sk) /st ats



March 3, 2004

**LETTER OF UNDERSTANDING**

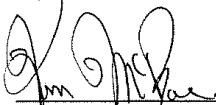
**BETWEEN:           CITY OF PORT ALBERNI**  
**(The "City")**

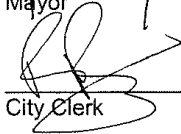
**AND:                 PORT ALBERNI FIRE FIGHTERS ASSOCIATION LOCAL 1667**  
**(The "Association")**

**RE:                  REINSTATEMENT OF AMBULANCE SERVICE**

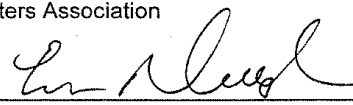
Should the Employer choose to provide ambulance service through the Port Alberni Fire Department, the City of Port Alberni and the Port Alberni Fire Fighters Association, Local 1667, will negotiate an agreement respecting the operation of the ambulance.

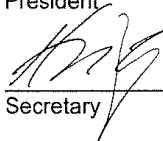
The Corporate Seal of the City of Port Alberni was hereunto affixed in the presence of:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

Signed and sealed by the President and Secretary of Local 1667 Port Alberni Fire Fighters Association

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

April 14, 2011

## LETTER OF UNDERSTANDING

**BETWEEN:** CITY OF PORT ALBERNI  
(The "City")

**AND:** PORT ALBERNI PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
LOCAL 1667  
(The "Association")

**RE:** REASSIGNMENT OF EMPLOYEES UNDER ARTICLE 5.2 OF THE  
COLLECTIVE AGREEMENT

It is hereby agreed and understood that, except for employees covered under clause 5.2(F) employees will only be reassigned as follows:

1. From Shift 1 to Shift 2  
From Shift 2 to Shift 3  
From Shift 3 to Shift 4  
From Shift 4 to Shift 1

In this case, the employee, following his regular shift, gets 2 days off and is reassigned to the shift as indicated above. Pay for the reassignment will be his regular rate of pay plus a premium rate equal to  $\frac{1}{2}$  his regular hourly rate for each hour actually worked on his regularly scheduled days off during the initial changeover period. When the reassignment is over, the employee will receive 6 days off before returning to his regular shift.

2. From Shift 1 to Shift 4  
From Shift 2 to Shift 1  
From Shift 3 to Shift 2  
From Shift 4 to Shift 3

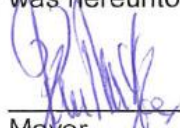
In this case, the employee, following his last regular shift, gets 6 days off and is reassigned to the shift as indicated above. Pay for the reassignment will be his regular rate of pay plus a premium rate equal to  $\frac{1}{2}$  his regular hourly rate for each hour actually worked on his regularly scheduled days off during the initial changeover period. When the reassignment is over, the employee will receive 2 days off before returning to his regular shift.

3. Opportunities for reassignment shall be offered to available employees in order of seniority within rank, i.e. most senior available Captain to fill a Captain's vacancy and most senior available firefighter to fill a firefighter position. In the event that all available employees decline then the Chief will have the option of reassigning the most junior available employee.

... 2.

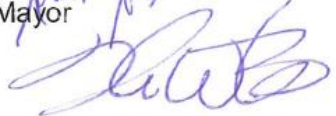
4. This letter to take effect upon ratification.

The Corporate Seal of the City of Port Alberni  
was hereunto affixed in the presence of:



---

Mayor



---

City Clerk

Signed and sealed by the President and  
Secretary of Port Alberni Professional Fire  
Fighters Local 1667



---

President



---

Secretary

April 14, 2011

**LETTER OF UNDERSTANDING**

**BETWEEN: CITY OF PORT ALBERNI  
(The "City")**

**AND: PORT ALBERNI PROFESSIONAL FIRE FIGHTERS' ASSOCIATION  
LOCAL 1667 (The "Association")**

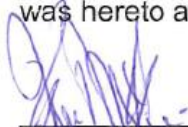
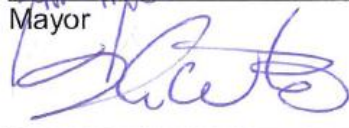
**RE: REGIONAL FIRE SERVICE**

The Parties acknowledge that a stated strategic objective of the City is to *"Pursue opportunities to increase fire service efficiency and effectiveness in the Alberni Valley through a Regional Fire Service"*.



The Parties mutually agree that the City, in pursuit of development of a Regional Fire Service through negotiation with the Regional District of Alberni Clayoquot and rural volunteer fire services, will adhere to the following principles.

1. Paid on call or volunteer fire fighters forming part of the Regional Service shall not be members of the Association.
2. Paid on call or volunteer fire fighters forming part of the Regional Service shall not work out of or respond from the Port Alberni Fire Hall.
3. Paid on call or volunteer fire fighters forming part of the Regional Service shall be properly equipped and trained to work with the Association's members in fire suppression.
4. Paid on call or volunteer fire fighters forming part of the Regional Service shall report to the senior officer on the scene for direction in fire suppression activities to be undertaken.
5. Paid on call and volunteer fire fighters shall not be used to replace Local 1667 members
6. Local 1667 shall be consulted in advance of efforts to develop a Regional Fire Service and be recognized and consulted as a stakeholder.

The Corporate Seal of the City of Port Alberni was hereto affixed in the presence of :

  
\_\_\_\_\_  
Mayor  
\_\_\_\_\_  
City Clerk

Signed and Sealed by the President and Secretary of Local 1667 Port Alberni Professional Fire Fighters Association:

  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Secretary

May 12, 2016

**LETTER OF UNDERSTANDING**

**BETWEEN: CITY OF PORT ALBERNI  
(The "City")**

**AND: PORT ALBERNI PROFESSIONAL FIRE FIGHTERS' ASSOCIATION  
LOCAL 1667 (The "Association")**

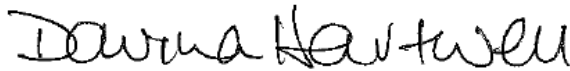
**RE: ADJUNCT INSTRUCTORS**

For the term of this agreement (2014-2019) and expiring on December 30th, 2019, the Port Alberni Professional Fire Fighters Association, in the interest of assisting the Port Alberni Fire Department in becoming a centre of fire service excellence, will encourage off duty Association members to support, as adjunct instructors and/or technicians, the City's initiatives with North Island College, Vancouver Island Emergency Response Academy, Justice Institute of British Columbia or other institution agreed upon by both parties, provided doing so does not place members in conflict with the Institutions and/or the organizations they have a working relationship with.

The Corporate Seal of the City of Port Alberni  
was hereto affixed in the presence of :



Mayor



City Clerk

Signed and Sealed by the President and  
Secretary of Local 1667 Port Alberni  
Professional Fire Fighters Association:



President



Secretary