

2022 – 2026

COLLECTIVE AGREEMENT

between the

CORPORATION OF THE TOWNSHIP OF LANGLEY

and the

LANGLEY PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 4550
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

2022 – 2026
 COLLECTIVE AGREEMENT
 between the
CORPORATION OF THE TOWNSHIP OF LANGLEY
 and the
LANGLEY PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 4550
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
1.	<u>TERM OF AGREEMENT</u>	1
2.	<u>COVERAGE</u>	2
3.	<u>UNION SECURITY</u>	2
4.	<u>RATES OF PAY</u>	2
5.	<u>ACTING PAY</u>	2
6.	<u>TEMPORARY OUT-OF-SCOPE ASSIGNMENT</u>	3
7.	<u>PROBATIONARY/TRIAL PERIOD</u>	3
8.	<u>SENIORITY</u>	3
9.	<u>POSTINGS</u>	4
10.	<u>PROMOTIONS</u>	4
11.	<u>HOURS OF WORK AND OVERTIME</u>	4
	11.01 Hours of Work	4
	11.02 Extra Shifts.....	6
	11.03 Overtime	6
	11.04 Emergency Callouts	6
	11.05 Application of Articles 11.02, 11.03 and 11.04	7
	11.06 Assignment of Overtime	7
12.	<u>BENEFITS</u>	8
	12.01 Extended Health Benefits Plan	8
	12.02 Dental Plan	8
	12.03 Group Life Insurance.....	9
	12.04 Participation	9

INDEX (cont'd)

<u>ARTICLE</u>		<u>PAGE</u>
12.	<u>BENEFITS (cont'd)</u>	
	12.05 Premiums	9
	12.06 Accumulated Sick Leave.....	9
	12.07 Long Term Disability Plan.....	11
	12.08 Workers' Compensation	11
	12.09 Pension.....	12
	12.10 Funeral Costs – Line of Duty Death Service.....	12
13.	<u>ANNUAL VACATION</u>	13
	13.01 Fire Suppression	13
	13.02 Prevention and Education	13
	13.03 Training	14
	13.04 General.....	14
14.	<u>STATUTORY HOLIDAYS</u>	15
15.	<u>LEAVES</u>	17
	15.01 Bereavement Leave	17
	15.02 Maternity and Parental Leave	18
	15.03 General Leave.....	20
	15.04 Union Leave.....	21
	15.05 Court Duty	21
	15.06 Jury and Witness Leave.....	21
16.	<u>LAYOFF AND RECALL</u>	22
17.	<u>TERMINATION OF EMPLOYMENT</u>	23
18.	<u>PERSONNEL FILES</u>	23
19.	<u>GRIEVANCE PROCEDURE</u>	23
20.	<u>UNION REPRESENTATION</u>	25
21.	<u>HUMAN RIGHTS</u>	25
22.	<u>UNIFORMS</u>	25
23.	<u>JOINT LABOUR-MANAGEMENT COMMITTEE</u>	26
24.	<u>INDEMNIFICATION</u>	27
25.	<u>LIVING BOUNDARIES</u>	27
26.	<u>CONTRACTING OUT</u>	28

INDEX (cont'd)

<u>ARTICLE</u>		<u>PAGE</u>
27.	<u>GENERAL EFFECTS</u>	28

SCHEDULES

<u>SCHEDULE "A"</u>	Rates of Pay	29
---------------------	--------------------	----

LETTER OF UNDERSTANDING Re: Training Teams

LETTER OF UNDERSTANDING Re: Sick Leave Bridging

LETTER OF UNDERSTANDING Re: Grandparenting of Non-Suppression Vacation

LETTER OF UNDERSTANDING Re: Promotional Procedures

LETTER OF UNDERSTANDING Re: Training – Promotional
(with Memorandum of Agreement dated 2024 December 16)

LETTER OF UNDERSTANDING Re: Training – General
(with Memorandum of Agreement dated 2024 December 16)

LETTER OF UNDERSTANDING Re: Technician and Instructor Training Rates
(with Memorandum of Agreement dated 2024 December 16)

LETTER OF UNDERSTANDING Re: Fire Training Officer

LETTER OF UNDERSTANDING Re: Vacation and Statutory Holidays

LETTER OF UNDERSTANDING Re: Suppression Staffing

LETTER OF UNDERSTANDING Re: Payment of Medical Assessment Form (MAF)

LETTER OF UNDERSTANDING Re: Temporary Recruit Training Coordinator

COLLECTIVE AGREEMENT

BETWEEN THE:

CORPORATION OF THE TOWNSHIP OF LANGLEY
(hereinafter called the "Employer")

OF THE FIRST PART

AND THE:

LANGLEY PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 4550
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

(hereinafter called the "Union")

OF THE SECOND PART

PREAMBLE

WHEREAS the Corporation of the Township of Langley is an Employer within the meaning of the Labour Relations Code;

AND WHEREAS the Union is certified by the Labour Relations Board to represent employees of the Fire Department employed by the Employer except the Fire Chief, Deputy Fire Chief(s), Assistant Fire Chiefs, Paid On-Call Firefighters, or clerical staff, and those excluded by the Labour Relations Code;

THIS AGREEMENT shall constitute the wages and working conditions for the employees in respect of whom the Union is so certified.

1. **TERM OF AGREEMENT**

This Agreement shall be for the term of five (5) years, with effect from and including 2022 January 01 to and including 2026 December 31, and shall continue and remain in full force and effect from year to year thereafter unless either party, within four (4) months immediately preceding the date of expiry of this Agreement, or the 31st day of December in any subsequent year, gives to the other party written notice to commence collective bargaining.

In the event neither party gives to the other party written notice to commence collective bargaining ninety (90) days before the expiry of this Collective Agreement, notice shall be deemed to have been served by the Union on that date.

Should either party give written notice to commence collective bargaining, this Agreement shall continue in full force and effect, and neither party shall alter the terms of this Agreement until:

- (a) a strike or lockout has commenced; or

(b) a new Collective Agreement has been negotiated;

whichever occurs first.

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.

2. COVERAGE

This Agreement shall apply to all employees who occupy the classes listed under Schedule "A" of this Agreement and amendments thereto by agreement of the parties hereto or in accordance with the Labour Relations Code.

3. UNION SECURITY

(a) All present employees who are now members of the Union shall remain members of the Union. All new employees shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All employees who become members of the Union shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.

(b) The Employer agrees to deduct from the pay of each employee covered by this Agreement an amount equal to the regular monthly Union dues and any initiation fees or general, bargaining unit-wide, assessment(s) as determined by the Union; provided that each employee has, upon joining the Union, signed a form supplied by the Union authorizing the said deduction. The Employer shall remit the dues deducted to the Union once each month with a statement of the names of employees and the amount of each deduction.

4. RATES OF PAY

Rates of pay shall be as per Schedule "A" attached to and forming part of this Agreement. Where the Employer creates a new classification during the term of the Collective Agreement, the rate of pay shall be discussed with the Union. Where the Union disagrees with the value assigned to the classification by the Employer, the Union shall have the right to grieve such value relative to other classifications within this Collective Agreement under the grievance procedure in this Collective Agreement.

5. ACTING PAY

Any employee covered by this Agreement who is required by the Fire Chief (or designate) to accept the responsibilities and carry out the duties of a rank higher to that which the employee normally holds shall be paid at the rate for the higher rank while so acting.

6. TEMPORARY OUT-OF-SCOPE ASSIGNMENT

Where an employee is temporarily assigned to a position outside the scope of this Collective Agreement, the employee shall be paid at the minimum salary step of the senior position or a one (1) step pay increase, whichever is the greater.

An employee who is temporarily assigned to an out-of-scope position shall continue to accrue seniority for up to twelve (12) months; thereafter the employee shall maintain but not accrue seniority until the employee returns to their regular duties.

7. PROBATIONARY/TRIAL PERIOD

(a) Probationary Period

(i) Every new employee shall be considered to be on probation until the completion of twelve (12) months' service satisfactory to the Fire Chief. Where an employee is absent for an accumulated total of twelve (12) or more working days during the probation period, the Employer may extend the probationary period by the total number of days the employee was absent. The probationary period may also be extended by mutual agreement between the Employer and the Union.

(ii) During the period of probation, the employee's suitability for continued employment shall be assessed on the basis of factors such as:

- (1) conduct,
- (2) quality and quantity of work,
- (3) ability to work harmoniously with others, and
- (4) ability to meet work standards as set by the Employer.

If at any time during this period it can be shown that the employee is unsuitable for continued employment, their employment may be terminated.

(iii) Following completion of the probation period, seniority, holiday benefits, and other perquisites referable to length of service shall date back to the date of hire.

(b) Trial Period

On promotion or transfer of an Employee to a new position, that employee shall serve a six (6) month trial period in the new position before being confirmed in the appointment. If the appointment is not confirmed that employee shall revert to the previous position held or to a position of equal value for which the Employer deems the employee to be qualified.

8. SENIORITY

(a) Seniority shall be defined as the length of full-time employment as an employee in the Township of Langley Fire Department and employees shall acquire seniority retroactive

to the date of employment, upon completion of the Probationary Period as outlined in Article 7.

- (b) In cases where two (2) or more employees are engaged on the same date, the order of seniority shall be determined by a lottery system and the Union shall appoint a representative to witness the lottery.

9. POSTINGS

Effective 2024 July 05:

Any new or vacant full-time position that the Employer intends to fill, shall be posted (externally and internally within the IAFF bargaining unit concurrently as appropriate) for fourteen (14) calendar days, unless otherwise agreed to by both parties. The posting shall include relevant details, as determined by the Employer, regarding the position including required qualifications, duties, and anticipated hours of work. If the posting is not filled with a qualified internal IAFF member, the Employer will consult with the Union on the next steps.

10. PROMOTIONS

In making promotions, the skill, knowledge, ability, and capacity for leadership of the applicants shall be the primary consideration, and where such factors are equal, seniority as a full-time employee in the Township of Langley Fire Department, shall be the determining factor. The promotional process is subject to the conditions of the Letter of Understanding between the parties.

11. HOURS OF WORK AND OVERTIME

11.01 Hours of Work

Effective 2025 January 01:

Fire Suppression Employees

- (a) The regular hours of work for employees whose primary responsibilities are fire suppression, shall be an average of forty two (42) hours per week with a schedule of one (1), twenty four (24) hour shift, followed by two (2) days off, forty eight (48) hours. One (1) twenty four (24) hour shift, followed by four (4) days off, ninety six (96) hours. The average of forty two (42) hours is achieved over a fifty six (56) day cycle.
- (b) A twenty four (24) hour shift is defined as one (1) ten (10) hour shift followed by one (1) fourteen (14) hour shift. Twenty four (24) hour shifts may be divided into two (2) shifts of ten (10) hours (0800-1800 hours) and fourteen (14) hours (1800-0800 Hours) for purposes as mutually agreed upon by the Employer and the Union.

Sick time call ins for Suppression members only, may be considered as either one (1) ten (10) hour shift, or one (1) fourteen (14) hour shift, or one (1) twenty four (24) hour shift in duration.

For the purposes of this agreement, employees may be scheduled to work a maximum of twenty four (24) consecutive hours in duration with a minimum of ten (10) hours off before another shift commences. Overwork rules in Operational Guideline 1.01.34 shall apply.

For the purposes of this agreement, there will be no limit to the amount of posted shift trades.

Employees may be temporarily reverted from the twenty four (24) hour schedule (with a minimum of ten (10) days notice) to work straight day shifts, those being either four (4) ten (10) hour workdays or five (5) eight (8) hour workdays in order to facilitate the accommodation of special assignments and training / courses, with no right of refusal, barring extenuating circumstances and at the need of the Department.

- (c) Notwithstanding the above, the Fire Chief may implement shifting patterns that vary from the schedule of twenty four (24) hour shifts for employees who are designated as “pool employees”. In establishing a pool, the Employer may assign up to ten percent (10%) of the suppression workforce (rounded to the next higher number of employees) to be included in the pool. Those employees assigned to the pool shall be the least senior employees. Employees assigned to work as pool employees shall not necessarily work a twenty four (24) hour shift; rather they shall be assigned by the Fire Chief as need dictates, and shall have their hours of work balanced over each fifty six (56) day cycle as follows:
- (i) hours worked in excess of any scheduled shift (i.e., either preceding or following a scheduled shift) shall be compensated in accordance with the terms of Article 11.03 (Overtime);
 - (ii) hours worked in excess of three hundred thirty-six (336) over any fifty-six (56) day cycle (except as compensated under (i) above), shall be compensated in accordance with Article 11.02 (Extra Shifts).

Non-Suppression Employees

- (d) Hours of work for employees whose primary responsibilities do not include fire suppression shall be a flexible thirty-seven and one-half (37½) hours per week. The flexible work week shall normally be scheduled over four (4) consecutive days from Monday to Sunday by the supervisor in the section to which employees are assigned. The schedule shall be posted and once posted, shall not be changed by the Employer with less than ten (10) days notice prior to the first (1st) shift being changed unless the employee agrees to the change. In scheduling the flexible work week, employees shall not be

scheduled to work split shifts without their prior approval. Each shift worked shall be exclusive of a one-half ($\frac{1}{2}$) hour unpaid meal break.

11.02 Extra Shifts

Where an employee agrees to work or is required by the Employer to work a shift(s) or portion thereof, in excess of the employee's scheduled work week, the employee will receive pay at the rate of one and one-half times ($1\frac{1}{2}X$) the employee's regular hourly rate for such excess hours worked, with a minimum of three (3) hours at the rate of one and one-half times ($1\frac{1}{2}X$) the employee's regular rate of pay.

11.03 Overtime

Effective 2024 July 05:

When computing the payment of overtime of an employee under this Clause, all time worked by such employee from the time they complete their regular shift until they return (if the duties required the employee to leave their regular place of work) to their regular place of work (e.g., the Fire Hall at which the employee is stationed) and has been relieved of further duties, shall be deemed to be overtime. Overtime shall be calculated on the basis of quarter ($\frac{1}{4}$) hours, in the event of overtime worked exceeding a quarter ($\frac{1}{4}$) hour, such overtime shall be calculated based on the next highest quarter ($\frac{1}{4}$) hour.

11.04 Emergency Callouts

Effective 2024 July 05:

- (a) Emergency Callout is defined as the essential emergency call back of off duty staff by the Fire Chief or designate to increase overall staffing levels due to the needs of the Department for the response to an emergency incident. Following the initial twenty-four (24) hours of the response, where the Fire Chief or designate determines that an incident requires a sustained increase in staffing for a temporary period of time that can be pre-scheduled, such additional shifts shall no longer be deemed callout and shall instead be compensated as in Article 11.02 (Extra Shifts).
- (b) Except as provided in Articles 11.02 and 11.03, an employee reporting for work at the call of the Chief or designate in response to an emergency alarm, shall be paid at the rate of two times (2X) the employee's regular rate of pay for all hours worked in response to the call, with a minimum of three (3) hours at the rate of two times (2X) the employee's regular rate of pay. For purposes of calculation, the employee shall be paid for the travel time from home to the duty station but not from the duty station to home, up to a maximum of one-half ($\frac{1}{2}$) hour. The three (3) hour minimum includes the paid travel time.
- (c) Notwithstanding the above paragraph, where an employee is called out under this Article 11.04 on a Statutory Holiday as defined in Article 14 the employee shall be compensated at three times (3X) their regular rate of pay. The balance of the above paragraph shall apply unchanged.

11.05 Application of Articles 11.02, 11.03 and 11.04

- (a) An employee who is on duty and who agrees to work immediately following the completion of their regular shift shall be compensated in accordance with Article 11.02 (Extra Shifts) above.
- (b) An employee who is on duty and who is required to work immediately following the completion of their regular shift shall be compensated in accordance with Article 11.03 (Overtime) above.
- (c) An employee who is not on duty and who agrees to work or is required to work in excess of their scheduled work week, shall be compensated in accordance with Article 11.02 (Extra Shifts) above.
- (d) An employee who is not on duty and who is required by the Employer to report for duty immediately, shall be compensated in accordance with Article 11.04 (Emergency Callouts) above.

11.06 Assignment of Overtime

Effective 2024 July 05:

The scheduling of Extra Shifts will be performed in the following manner:

- (a) All shift vacancies will be filled utilizing on duty staff and Pool Firefighters first. Once a vacancy on that shift has been identified, overtime shifts will be called on a rank for rank basis. (e.g., Firefighter for Firefighter, Captain for Captain, Platoon Captain for Platoon Captain),
- (b) Each employee covered by this agreement will have an electronic overtime “bucket” assigned to them to record the number of hours of overtime worked by them,
- (c) The amount of overtime hours in each employee’s bucket will dictate the order in which overtime is called.
- (d) Employees with the least number of hours in their overtime bucket will be contacted first (1st), by order of union seniority number, to work the extra shift,
- (e) Overtime bucket totals will be zeroed out on January 1st of each year at 12:01am,
- (f) The Employer and the Union will ensure that the bucket totals are kept accurate and up to date.
- (g) Hours worked by the employee who is required to work beyond shift at an event will not be included in their bucket total,

- (h) If shift vacancies cannot be filled utilizing appropriate confirmed rank personnel, the appropriate qualified acting list shall be utilized.

12. BENEFITS

12.01 Extended Health Benefits Plan

Effective 2024 July 05:

Each full-time employee and their eligible dependants shall be entitled to coverage under the Extended Health Benefits Plan following three (3) months of continuous employment. The Extended Health Benefits Plan coverage is subject to the provisions of the Plan.

The Extended Health Benefits Plan shall include, among other benefits and subject to the terms and conditions of the Plan, coverage for the following items:

- a) Vision care: five hundred dollars (\$500.00) every twenty-four (24) months per person.
- b) Eye exams: two hundred dollars (\$200.00) every twenty-four (24) months per person.
- c) Laser eye surgery: five hundred dollars (\$500.00) per eye per lifetime per person.
- d) Three thousand dollars (\$3,000.00) payable per person per calendar year for the services of any one (1) or any combination of the following practitioners: Chiropractor, Naturopath, Physiotherapist, Massage Therapist, Acupuncturist, Speech Language Pathologist, Podiatrist, and Private Duty Care Nurse, all subject to the provisions of the Extended Health Benefits Plan.
- e) Psychological coverage of up to four thousand dollars (\$4,000.00) payable per person per calendar year for the services of any one (1) or any combination of the following mental health practitioners: Psychologist, Social Worker, Counselor and/or Registered Clinical Counselor including marriage counselor.
- f) The Extended Health Care Plan has an unlimited lifetime maximum dollar value per person.
- g) The Extended Health Care Plan has an annual deductible of fifty (\$50.00) dollars.

12.02 Dental Plan

Each full-time employee and their eligible dependants shall be entitled to coverage under the Dental Plan following three (3) months of continuous employment.

The Dental Plan includes coverage for eligible expenses as follows, all subject to the provisions of the Plan:

- (a) Basic Dental Services (Plan 'A') - The Plan will pay for one hundred percent (100%) of the approved schedule of fees.

- (b) Prosthetics, Crowns and Bridges (Plan 'B') - The Plan will pay for eighty five percent (85%) of the approved schedule of fees.
- (c) Orthodontics (Plan 'C') - The Plan will pay for eighty five percent (85%) of the approved schedule of fees to a lifetime maximum of eight thousand dollars (\$8,000.00) per eligible person covered.

12.03 Group Life Insurance

Each full-time employee shall be entitled to coverage under the Group Life Insurance Plan effective the first (1st) day of the calendar month following the date of employment. The Group Life Insurance benefit shall have a coverage level of three times (3X) the employee's annual salary, rounded to the next highest thousand dollars (\$1,000) and is subject to the provisions of the Group Life Insurance Plan.

12.04 Participation

Employees are not required to participate in the Benefits Plans in Articles 12.01 to 12.02 if the employee is already covered by a similar plan, provided the employee advises the Benefits Coordinator in writing of such coverage. Subsequent enrolment of the employee or dependent(s) in a Benefit Plan is subject to the provisions of the specific Benefit Plan. Enrolment in the Benefit Plans in Articles 12.03 and 12.07 is mandatory for all employees.

12.05 Premiums

The Employer will pay one hundred percent (100%) of the premiums for the Extended Health, Dental and Group Life plans in Article 12.01 – 12.03 above.

12.06 Accumulated Sick Leave

(a) Accumulated Sick Leave Plan

(1) Suppression Employees

A suppression employee shall earn sick leave credits on the basis of eighteen (18) hours per calendar month effective from the date of hire to a maximum accumulation of two thousand one hundred and eighty-four (2,184) hours (one hundred and eighty-two (182) shifts). Where Sick Leave credits are earned for less than a full calendar month, the eighteen (18) hour credit shall be prorated.

Prevention and Education Employees

A Prevention and Education employee shall earn sick leave credits on the basis of eleven and one-quarter (11.25) hours per calendar month effective from the date of hire to a maximum accumulation of one thousand nine hundred and fifty-one (1,951) hours (two hundred and sixty-one (261) shifts). Where Sick Leave credits are earned for less than a full calendar month, the eleven and one-quarter (11.25) hour credit shall be prorated.

- (2) A deduction shall be made from an employee's accumulated sick leave credits for all time absent on authorized paid sick leave.
- (3) An employee shall receive their regular hourly rate of pay for all hours absent on authorized sick leave for as long as the employee has unused sick leave credits or until they are eligible for Long Term Disability coverage, whichever comes first.
- (4) Effective 2024 January 01:

Employees shall not earn sick leave credits while absent on any unpaid leave of absence. Any employee who is off on WorkSafeBC shall continue to earn sick leave credits.

(b) General Sick Leave Provisions

- (1) An employee who is unable to report to work due to illness shall notify the Employer as soon as possible prior to the beginning of each shift.
- (2) Any person requesting sick leave with pay under 12.06(a) or sick leave without pay may be required to submit the Employer's Medical Assessment Form completed by a duly qualified medical practitioner licensed to practice in the Province of British Columbia certifying that such person is unable to carry out their assigned duties due to illness. In these instances, the Medical Assessment Form may be required when an employee has been away from work on sick leave for two (2) consecutive shifts or for reasonable cause. Any costs associated with the production of the Medical Assessment Form will be paid for by the employee.
- (3) The Employer may require the employee to have a Functional Abilities Assessment completed by the employee's physician who is licensed to practice in the Province of British Columbia. Where a Functional Abilities Assessment is required, or where the Employer requires the employee to attend an independent medical examination, the cost will be paid for by the Employer.

(c) Sick Leave Recovery

An employee who has received paid sick leave for injuries caused by a third (3rd) party shall be obliged in the event such employee undertakes an action or makes a claim for recovery of damages against the third (3rd) party, to seek recovery of the cost of continuation of wages and benefits, and shall be obliged to reimburse the Corporation to the extent the employee succeeds in recovering lost wages and benefits less the proportionate cost of legal fees. The Corporation shall reimburse the sick leave bank the amount of money paid out of sick leave on the employee's behalf in proportion to the total amount of money recovered. Without limiting the foregoing, this provision includes actions or claims made to ICBC.

(d) Family Care Leave

Effective 2024 July 05:

While it is recognized that sick leave days are to be used by an employee for their own personal illness or non-occupational injury, where a family member (meaning spouse, child, or parent) becomes ill or injured, an employee shall be entitled to use:

In 2024 up to a maximum of two (2) of their accumulated shifts (a shift being defined as either a ten (10) hour or a fourteen (14) hour duration) per year to provide the necessary care. An employee must have a positive balance of one hundred forty-four (144) hours in their sick bank to be able to access Family Leave days.

Effective 2025 January 01, up to a maximum of four (4) of their accumulated shifts (a shift being defined as either a ten (10) hour or a fourteen (14) hour duration) per year to provide the necessary care. An employee must have a positive balance of one hundred forty-four (144) hours in their sick bank to be able to access Family Leave days.

If an employee has been placed into Stage Three or higher of the Attendance Management Program (AMP) they are not eligible for Family Care days until they move to a lower level in the Program.

12.07 Long Term Disability Plan

- (a) Each employee shall be enrolled in the Long Term Disability Plan effective the first (1st) of the month following ninety (90) days of full-time employment.
- (b) The Long Term Disability Plan is subject to the terms and conditions of the carrier. Employees are eligible to receive benefits upon the expiry of the elimination period contained in the Plan document.
- (c) The employees shall pay the full premiums for the Long Term Disability Plan.

12.08 Workers' Compensation

Effective 2024 January 01:

- (a) Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and is entitled to compensation therefore under the Workers' Compensation Act, the employee shall not be entitled to use sick leave for time lost by reason of any such disability.
- (b) An employee, whose claim for WorkSafeBC temporary disability benefits is accepted by the WorkSafeBC, shall assign the employee's WorkSafeBC cheque to the Employer and the Employer shall pay the employee's approximate net salary.

- (c) During the period that the employee is receiving temporary disability benefits from WorkSafeBC, the Employer shall ensure that the appropriate MPP contributions are made so that the employee suffers no loss to their MPP pension benefits.
- (d)
 - (i) During a period of delay while WorkSafeBC is processing a claim for WorkSafeBC temporary disability benefits, the Employer will advance “regular salary” to the employee, provided the employee is eligible for benefits under the Accumulated Sick Leave Plan or the Long Term Disability Plan. “Regular salary” is defined as an amount approximately equivalent to the net pay that an employee would have received for the absence if the absence had been treated as sick leave under the Accumulated Sick Leave Plan, or the Long Term Disability Plan, whichever would have been applicable during the absence. Where the employee has no accumulated sick leave credits or where the Long Term Disability Plan does not accept the sick leave claim, the employee shall be entitled to an advance as described above, provided the employee has sufficient annual vacation or other banked credits to repay the advance.
 - (ii) Following a decision by WorkSafeBC to accept or disallow an employee’s claim, the employee shall be entitled retroactively, subject to meeting the eligibility requirements under the appropriate plan(s), to pay in accordance with the provisions that are applicable during the delay period. Such pay combined with any payments from WorkSafeBC shall be used to repay, to the extent necessary, the advance paid under paragraph (d)(i) above.
- (e) Where an employee becomes entitled to Workers' Compensation and payment is not made for the first (1st) day or part day, such day or part day shall be paid by the Employer.

The intent of this language is to ensure that members on WorkSafeBC claims receive pension contributions equivalent to what they would receive as if they were reporting for duty.

12.09 Pension

Effective the date of hire, employees shall be covered by the provisions of the Municipal Pension Plan in accordance with the Municipal Pension Plan Rules. The “Supplementary MPP Benefits” defined in previous Collective Agreements between the Parties, are provided through Municipal Pension Plan Group 5 to all employees effective January 1, 2010.

All Municipal Pension Plan Group 5 eligible employees will receive a Supplemental Pension Pay Allowance (SPPA) of 0.6% of pensionable earnings.

12.10 Funeral Costs – Line of Duty Death Services

- (a) In the event of a Member’s Line of Duty Death the Employer will contribute the equivalent of two (2) months’ salary at a Captain’s rate of pay towards the costs incurred to provide a full honors Line of Duty Death service. This contribution will be towards any Employee covered by and presently enjoying the benefits provided for in this Agreement, whose

death has been attributed to the work they perform and has been ruled by WorkSafeBC as compensable.

- (b) Such services will be in keeping with the IAFF and CAFC accepted protocols. The service, ceremony and other events associated with the ceremony shall be coordinated by a committee consisting of a family representative, a Union representative, and the Fire Chief or his designate, upon the approval of the family.

13. ANNUAL VACATION

Effective 2024 July 05:

13.01 Fire Suppression

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

- (a) Employees leaving the service of the Employer in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the "Employment Standards Act".
- (b) In the first (1st) part calendar year of service, vacations will be granted to employees on the basis of one-twelfth (1/12) of eight (8) duty shifts for each month or portion of a month greater than one-half (½) worked by December 31st.
- (c) During the second (2nd) calendar year of service – eight (8) duty shifts.
- (d) During the third (3rd) to and including the tenth (10th) calendar year of service – twelve (12) duty shifts.
- (e) During the eleventh (11th) up to and including the fifteenth (15th) calendar year of service – sixteen (16) duty shifts.
- (f) Effective 2026 January 01, during the sixteenth (16th) up to and including the twenty second (22nd) calendar year of service – twenty (20) duty shifts.
- (g) Effective 2026 January 01, during the twenty third (23rd) and all subsequent calendar years of service – twenty four (24) duty shifts.

13.02 Prevention and Education

- (a) Employees in Prevention and Education positions leaving the service of the Employer in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the "Employment Standards Act".
- (b) In the first (1st) part calendar year of service, vacation will be granted to employees on the basis of one-twelfth (1/12) of eight (8) duty shifts worked by December 31st.
- (c) During the second (2nd) calendar year of service – eight (8) duty shifts.

- (d) During the third (3rd) to and including the tenth (10th) calendar year of service – twelve (12) duty shifts.
- (e) During the eleventh (11th) up to and including the fifteenth (15th) calendar year of service – sixteen (16) duty shifts.
- (f) Effective 2026 January 01, during the sixteenth (16th) up to and including the twenty second (22nd) calendar year of service – twenty (20) duty shifts.
- (g) Effective 2026 January 01, during the twenty third (23rd) and all subsequent calendar years of service – twenty four (24) duty shifts.

13.03 Training

- (a) Employees in Training positions leaving the service of the Employer in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the “Employment Standards Act”.
- (b) In the first (1st) part calendar year of service, vacation will be granted to employees on the basis of one-twelfth (1/12) of eight (8) duty shifts worked by December 31st.
- (c) During the second (2nd) calendar year of service – eight (8) duty shifts.
- (d) During the third (3rd) to and including the tenth (10th) calendar year of service – twelve (12) duty shifts.
- (e) During the eleventh (11th) up to and including the fifteenth (15th) calendar year of service – sixteen (16) duty shifts.
- (f) Effective 2026 January 01, during the sixteenth (16th) up to and including the twenty second (22nd) calendar year of service – twenty (20) duty shifts.
- (g) Effective 2026 January 01, during the twenty third (23rd) and all subsequent calendar years of service – twenty four (24) duty shifts.

13.04 General

- (a) Employees who leave employment after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth ($\frac{1}{12}$) of their vacation entitlement for that year for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked to the date of termination.
- (b) The Employer may provide pay in lieu of leave for employees in their first (1st) part calendar year of employment.
- (c) In all cases of termination of employment for any reason, adjustment will be made for any overpayment of vacation.
- (d) Employees who are absent on an unpaid leave of absence shall have their annual vacation pay prorated on the basis of the total time absent.

- (e) For the purposes of this Agreement "calendar year" means the twelve-month period from January 01 to December 31 inclusive.
- (f) All annual vacation requests will be scheduled subject to operational requirements and approval of the Fire Chief.
- (g) Where an employee is unable to take vacation leave earned in a calendar year, the Employer will provide pay in lieu of such vacation leave as soon as possible in the next calendar year, at the employee's regular rate of pay in effect on December 31 of the calendar year in which the entitlement was earned.
- (h) Vacation Pay Adjustment

At the end of each calendar year, each employee shall be entitled to a vacation pay adjustment equal to the difference between the dollars of vacation pay they received during the year and a percentage of their earnings during the year. The percentage shall be equal to the number of shifts of vacation during the year divided by one hundred and eight two (182) for suppression employees and the number of hours of vacation for non-suppression employees divided by one thousand nine hundred and fifty seven (1,957) hours for non-suppression employees. For the purpose of this adjustment earnings shall exclude annual vacation, bonus payments, refunds and allowance payments.

14. STATUTORY HOLIDAYS

Effective 2024 July 05:

- (a) Except as amended below in paragraph (f) for the years 2024 and 2025 only, all employees are entitled to the following Statutory Holidays subject to the provisions of this Article:

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

and any other day declared by Township Council or by the Federal or Provincial Governments to be a Statutory Holiday.

- (b) (1) Except as amended below in paragraph (f) for the years 2024 and 2025 only, employees engaged in a type of work required to be performed continuously and, on every day, including Statutory Holidays, throughout the year shall receive in each calendar year time off equivalent to one (1) duty shift for each of the Statutory Holidays listed in paragraph (a) except as provided for under paragraph (b) (2).

- (2) Except as amended below in paragraph (f) for the years of 2024 and 2025 only, every employee covered by paragraph (b)(1) shall receive, during the first (1st) part calendar year of employment and during the final part calendar year of employment, time off equivalent to one (1) duty shift for each of the Statutory Holidays listed in paragraph (a) which occur during the employee's period of employment in such part calendar year.
- (c) Requests for time off in lieu of Statutory Holidays shall be submitted to the Fire Chief for approval. The Employer may pay employees cash in lieu of all or part of their first (1st) year's Statutory Holiday entitlement.
- (d) Except as amended below in paragraph (g) for the years 2024 and 2025 only, any employee covered by paragraph (b) who is required to work on any of the Statutory Holidays listed in paragraph (a) shall, in addition to the entitlement set forth in paragraph (b), be paid at the rate of one and one-half times (1½X) the regular hourly rate of the employee for all hours worked between the hours of 00:00 hours and 24:00 hours on such Statutory Holiday. The one and one-half times (1½X) rate is comprised of the employee's regular straight time hourly rate plus an additional fifty percent (50%) premium.
- (e)
 - (1) Except as amended below in paragraph (f) for the years 2024 and 2025 only, all employees not covered by paragraph (b) shall receive a day off with pay for each of the Statutory Holidays listed in paragraph (a). Where a Statutory Holiday falls on or is designated by the Employer to be observed on a non-working day for the employee, the employee shall be granted a day off with pay in lieu of such Statutory Holiday.
 - (2) Except as amended below in paragraph (f) for the years 2024 and 2025 only, where an employee covered by paragraph (e)(1) is required to work on a Statutory Holiday, the employee shall be paid at the rate of one and one-half times (1½X) the regular hourly rate of the employee for all hours worked on such Statutory Holiday and the employee shall be granted another day off in lieu of such Statutory Holiday. The one and one-half times (1½X) rate is comprised of the employee's regular straight-time hourly rate plus an additional fifty percent (50%) premium.
- (f) In the years 2024 and 2025 each employee shall defer one earned day off (twelve (12) hours) with pay for each of those two (2) years, received in accordance with paragraph(b) (1 and 2) above said days will be placed into a ledger managed by the Fire Department for each employee and will not be available for use until the year 2026 and will be taken in a 24-hour block subject to the rules of the new vacation scheduling system agreed to by both parties.
- (g) In the year 2024, Thanksgiving Day is to be considered as a regular workday. No overtime premiums as described above in paragraph (d) will be paid to staff working on Thanksgiving Day, other than a suppression call-back shift, in which case the employee working the extra shift will be paid at one and one-half times (1.5X) their regular hourly rate of pay for the duration of the entire shift that they work.

- (h) In the year 2025, Easter Monday is to be considered as a regular workday. No overtime premiums as described above in paragraph (d) will be paid to staff working their regularly scheduled shift on Easter Monday, other than a suppression call-back shift, in which case the employee working the extra shift will be paid at one and one-half times (1.5X) their regular hourly rate of pay for the duration of the entire shift that they work.
- (i) Beginning in the year 2026, the number of Statutory Holidays per year will resume as per paragraph (a) above and all provisions of Article 14 in place as of December 31, 2023, will remain in effect.
- (j) Beginning in the year 2026, the 24 hours of banked time as described in paragraph (f) above, will be made available for use by up to twenty five (25) percent of employees per year, and will be scheduled as per the new vacation scheduling system agreed to by both parties.

15. LEAVES

15.01 Bereavement Leave

Effective 2024 July 05:

- (a) Leave of absence without loss of pay shall be granted to an employee as follows: in the case of death or terminal illness of the employee's spouse (including common-law spouse and same-sex partner), child, sibling, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, child-in-law, sibling-in-law, legal guardian, or any other relative residing in the employee's household.

Suppression	Four (4) duty shifts
Prevention and Education	Four (4) duty shifts
Training	Four (4) duty shifts

- (b) With the approval of the Fire Chief, an employee may split their bereavement entitlement within the sixty (60) day period following the date of the death, to attend to matters related to the death. The leave will be taken within six (6) months of the date of death.
- (c) Employees required to travel more than three hundred (300) kilometres each way from the Township of Langley to attend a funeral for which they are entitled to bereavement leave shall be entitled to an additional two (2) shifts of leave of absence without loss of pay.
- (d) Upon application to, and upon receiving the permission of the Fire Chief, an employee may be granted leave of up to one-half (1/2) shift (up to six (6) hours) without loss of pay in order to attend a funeral as a pallbearer.

15.02 Maternity and Parental Leave

(a) Length of Leave

(1) Birth Parent

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth parent dies or is totally disabled as deemed by a physician, an employee who is the non-birth parent of the child shall be entitled to both maternity and parental leave without pay.

(2) Non-Birth Parent and Adoptive Parent

An employee who is the non-birth parent or the adoptive parent shall be entitled up to sixty-two (62) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

(3) Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' maternity leave without pay where a medical practitioner certifies the employee is unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological, or emotional condition.

In no case shall the combined maternity and parental leave exceed seventy-eight (78) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

(1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.

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

(3) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.

- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date of intention to return to work.
- (5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave shall be deemed to have started on the date the employee gave birth.

(c) Return to Work

On resuming employment, an employee shall be reinstated in their previous position or a comparable position and for the purposes of seniority, pay increments and benefits, referenced in (e) herein, and for vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be pro-rated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation leave which is unpaid.

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified the Human Resources Division of their intention to return to work pursuant to paragraph (b)(4) and who subsequently suffers any illness or disability which prevents such employee from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first (1st) day on which such employee would otherwise have returned to work.

(e) Benefits

- (1) MSP, Dental, EHB, LTD, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost shared. Where an employee makes arrangements to continue benefits coverage, all benefits named in this paragraph shall continue.
- (2) Pension contributions will cease during the period of the leave. If an employee is eligible to buy back this service, the buyback will occur in accordance with the Municipal Pension Plan Rules.

(f) Supplementary Employment Insurance Benefits

- (1) Birth parents who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, non-birth parents who, due to the death or total disability of the birth parent, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (i) for the first (1st) six (6) weeks, which includes the two (2) week Employment Insurance waiting period; and
 - (ii) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (5) The SEIB Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

15.03 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and subject to the approval of the Employer. An employee will continue to accumulate seniority for up to one month during the leave of absence unless otherwise agreed to by both the Employer and the Union. Should the Employer approve a leave of absence in excess of one (1) month the corporation will provide for the continuation of Medical, Dental, Extended Health and Group Life

benefits provided the employee makes arrangements to pay one hundred percent (100%) of the premiums prior to the commencement of their leave.

15.04 Union Leave

- (a) All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operations of the Employer.
- (b) Upon application to, and upon receiving the permission of the Fire Chief, or designate, in each specific case, up to two (2) official representatives of the Union may be granted time off without loss of pay for meeting with the Employer for the purpose of settling a grievance as outlined elsewhere in this Agreement.
- (c) Upon application to, and upon receiving the permission of the Fire Chief in each specific case, up to three (3) official representatives of the Union may be granted leave of absence without loss of pay for the purpose of collective bargaining with the Employer or for other Union business provided however that in no event shall the Employer be responsible for additional costs to replace members on leave of absence for the purposes of collective bargaining.

15.05 Court Duty

- (a) If an employee is required to attend Court for reasons arising out of the normal performance of the employee's duties, time for the attendance that falls outside the employee's regular hours of work will be paid as per Article 11.03 Overtime. The Employer will also cover all reasonable expenses (supported by receipts) incurred by the employee to attend Court. Any monies received by the employee from the Court for attendance shall be turned over to the Employer.
- (b) Based on the circumstances of the matter, the employee may be assisted by the Employer's legal counsel.

15.06 Jury and Witness Leave

- (a) An employee who is called for Jury Duty in a Court proceeding or is subpoenaed as a Crown witness shall be given time off work during the period of such duty. The employee shall suffer no loss of regular pay for the time so spent and any remuneration received by the employee during their regularly scheduled work hours for such duty shall be remitted to the Employer.
- (b) Any costs related to the Court appearance (such as transportation, parking, and meals) shall remain the responsibility of the employee. Employees are not required to remit to the Employer, allowances they receive from the Court for travelling, meals or related expenses.
- (c) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

16. LAYOFF AND RECALL(a) Layoffs

In the event of a layoff, the Employer shall designate the position(s) to be eliminated and the incumbent employee(s) shall be laid off unless the employee is qualified (has the skill, knowledge, and ability) to perform the work of another position and has greater seniority than the incumbent of such position as follows:

- (1) the employee may bump laterally (at the same pay level) into the position occupied by the employee with the least seniority;
- (2) the employee may bump downward (at a lower pay level) into the position occupied by the employee with the least seniority.

Where the employee is unable to bump, or elects not to bump, the employee shall be laid off. An employee who is bumped by another employee shall have the same rights to bump under this Article.

(b) Advance Notice of Layoff

Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall notify employees, who have acquired seniority rights, and who are to be laid off, at least eight (8) duty shifts prior to the effective date of layoff. If the employee has not had the opportunity to work during the eight (8) duty shifts referred to above, the employee shall be paid for those days for which work was not made available.

(c) Recall

Employees shall be recalled to positions for which they are qualified (as defined above), in the order of their bargaining unit-wide seniority.

No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows:

The Employer shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order providing they are qualified to perform the available work and providing they respond within the stipulated time limits. Each employee on layoff will be responsible for keeping the Employer advised of a current address and telephone number where the employee can be contacted for Recall. If the Employer is unable to contact the employee by telephone, notice of Recall shall be delivered by couriered letter to the employee's last address in which case the employee shall have seventy two (72) hours from the time of delivery of the notice of Recall to respond. The seventy two (72) hour time period shall not include time on weekends or Statutory Holidays. An employee shall report to work at the time specified by the Employer except where the employee is unable to report to work due to circumstances beyond the employee's control.

An employee who fails to respond to a notice of Recall shall drop to the bottom of the Recall list.

An offer of employment to replace another employee who is absent shall not be considered a Recall and may be declined by a laid off employee without penalty.

(d) Seniority

Laid off employees shall maintain but not accumulate seniority and shall not be entitled to or earn any benefits while on layoff. An employee recalled within twelve (12) months shall be credited with their previous service for determining seniority and length of service for perquisites. An employee shall lose seniority and right of recall if continuously laid off for a period of more than twelve (12) consecutive months.

17. TERMINATION OF EMPLOYMENT

Employees shall give the Employer a minimum two (2) weeks' written notice of resignation, except by mutual consent.

18. PERSONNEL FILES

- (a) Upon reasonable notice, an employee may review their personnel file maintained by the Employer.
- (b) Upon reasonable notice, the Union may review the personnel file of an employee of the Bargaining Unit provided that the reasonable notice includes written authorization from the employee to the Employer granting the Union permission to access their personnel file.

19. GRIEVANCE PROCEDURE

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

(a) Grievance Procedure

Meeting with Immediate Non-Bargaining Unit Supervisor

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

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

Step 1

The Union may submit the grievance in writing to the Fire Chief within fourteen (14) calendar days of being made aware of the supervisor's response in paragraph (a). The Fire Chief shall provide a written response within fourteen (14) calendar days of receipt of the grievance.

Step 2

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

Step 3

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

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

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

- (c) Arbitration

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

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

Where the matter is to be referred to a three (3) member Board of Arbitration, the party referring the matter to Arbitration shall advise the other party in writing of the name and address of its nominee on the Arbitration Board within fourteen (14) calendar days of the date the matter was referred to Arbitration. Within fourteen (14) calendar days thereafter, the other party shall respond in writing indicating the name and address of its

appointee to the Arbitration Board. The two (2) nominees shall select a third (3rd) person who shall be the Chairperson.

If the party receiving the notice fails to appoint its nominee to the Board of Arbitration, or if the two (2) nominees to the Board of Arbitration fail to agree on a Chairperson within fourteen (14) days of their appointment, the appointment of a Chairperson shall be made by the Director, Collective Agreement Arbitration Bureau upon the written request of either party.

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

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

- (d) The time limits stipulated in both the grievance and arbitration procedures may be extended by mutual consent of the parties.
- (e) The Employer shall have the same rights as the Union to file and process a grievance.

20. UNION REPRESENTATION

Where the Employer calls a meeting with an employee for the express purpose of issuing discipline, suspension or dismissal of an employee, the employee may elect to have a Union representative present. The Union shall be notified prior to the meeting. Where the employee elects not to have a Union representative present, or where a Union representative is not available, the absence of a Union representative shall not affect the Employer's right to impose discipline and shall not be used in and of itself as a reason to request an Arbitrator to amend or overturn the discipline.

21. HUMAN RIGHTS

The Employer and Union agree that any form of discrimination under the prohibited grounds of the B.C. Human Rights Code shall not be tolerated in the workplace.

22. UNIFORMS

The Employer shall issue at date of hire the following items of uniform:

- (a) Suppression and Training

Six (6) short sleeved station shirts, eight (8) uniform t-shirts (short or long sleeve), four (4) work pants, one (1) belt/buckle, one (1) pair station boots, two (2) job shirts, one (1) pair shorts, one (1) weather proof department jacket, one (1) uniform ball cap or toque, one (1) pair coveralls, one (1) name tag, one (1) tie.

One (1) short sleeve dress shirt, one (1) long sleeve dress shirt, one (1) dress trouser, one (1) pair dress shoes, one (1) tie, one (1) belt/buckle, one (1) tunic, one (1) dress hat, one (1) hat badge, two (2) name tags.

One (1) set epaulettes, one (1) set bugles for acting officers.

Four (4) sets epaulettes, four (4) sets bugles for officers.

(b) Prevention and Education

Eight (8) station shirts (short or long sleeve), four (4) uniform t-shirts (short or long sleeve), four (4) work pants or skirts, one (1) belt/buckle, one (1) pair station boots, one (1) job shirt, one (1) sweater or vest, one (1) weather proof department jacket (multi-use: reversible high visibility shell, crested fleece liner with removable sleeves), one (1) tie, one (1) uniform ball cap, one (1) pair coveralls, one (1) name tag.

One (1) short sleeve dress shirt, one (1) long sleeve dress shirt, one (1) dress trouser, one (1) pair dress shoes, one (1) tie, one (1) belt/buckle, one (1) tunic, one (1) dress hat, one (1) hat badge, one (1) name tag.

One (1) set epaulettes, one (1) set of bugles for acting officers.

Four (4) sets of epaulettes, four (4) sets bugles for officers.

(c) Further to the uniform issue in item a) and b) above, the Employer will replace these items as required at the discretion of the Chief Officer.

(d) The Employer shall provide cleaning facilities and laundry supplies for such items.

(e) The uniform committee will meet from time to time to review the performance of and evaluate the appropriateness of issued uniform items. Any recommendations of the committee will be forwarded to the Fire Chief and subject to discussion at Labour/Management meetings.

23. JOINT LABOUR-MANAGEMENT COMMITTEE

(a) A Joint Labour-Management Committee shall be established comprised of not more than four (4) representatives appointed by the Employer and not more than four (4) representatives to be appointed by the Union. The purpose of the Committee will be to meet and discuss miscellaneous matters related to employment as requested by either party. Employees shall suffer no loss of pay for attending Committee meetings. Meetings shall occur on a monthly basis unless otherwise agreed to by the parties. Minutes of each meeting shall be distributed to each committee member as soon as possible following each meeting.

(b) The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement; however, the members of the Committee may make recommendations to their respective principles regarding matters discussed by the Committee. The Committee shall not supersede the

activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer.

24. INDEMNIFICATION

Employees of the Township of Langley Fire Department are covered by the terms of the Indemnification Against Proceedings Bylaw 1987 No. 2498 as amended from time to time.

25. LIVING BOUNDARIES

- (a) In order to ensure sufficient resources are available in order to adequately and safely respond to a large-scale emergency within the Township of Langley.
- (b) All career Suppression Firefighters must reside in the area bounded by the western border of West Vancouver, Metro Vancouver municipalities to the North, the U.S. border to the South, and the eastern borders of Mission and Chilliwack.
- (c) If a career Suppression Firefighter wishes to reside outside of the Restricted Living Area, the employee must submit a formal request for authorization in a letter of consideration to the Fire Chief with the following information:
 - 1) Any particular circumstances related to the request including any information which the member wishes the Fire Chief to consider in relation to the reasons for the request.
 - 2) The intended place of residence of the member (specific or approximate).
- (d) Approval and/or denial (with reasons) by the Fire Chief will be provided in writing to the employee and to the employee's personnel file within thirty (30) days upon receipt of the written request.
- (e) Following submission of a written request and only with the subsequent approval of such request by the Fire Chief, a career Suppression Firefighter may be permitted to reside outside of the Restricted Living Area.
- (f) The determination as to whether a request will be granted is at the sole discretion of the Fire Chief who will consider the particular circumstances of the request including distance from the Restricted Living Area and transportation alternatives, and operational needs of the department including requirements related to response time.
- (g) Career Suppression Firefighters living outside the Restricted Living Area will not be eligible for emergency call back or for vacancies during shifts that have already begun. In order to accept an overtime shift, the member must be able to report to the assigned work location by the start of the shift.

26. CONTRACTING OUT

Before any existing bargaining unit work is contracted out, the Employer will consult with the Union within a reasonable period of time in advance of the date on which contracting out of bargaining unit work is to occur and will give consideration to alternatives the Union may propose.

27. GENERAL EFFECTS

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

DATED at the Township of Langley, British Columbia, this 19th day of December, 2024.

THE CORPORATION OF THE TOWNSHIP OF
LANGLEY:

THE LANGLEY PROFESSIONAL FIREFIGHTERS'
ASSOCIATION, LOCAL 4550 OF THE I.A.F.F.:

"Eric Woodward"

"Jordan Sparrow"

MAYOR

PRESIDENT, LOCAL 4550

"Wendy Bauer"

DEPUTY TOWNSHIP CLERK

SCHEDULE "A"RATES OF PAY

THE CORPORATION OF THE TOWNSHIP OF LANGLEY
AND THE
LANGLEY PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 4550,
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

EFFECTIVE 2022 January 01 – 2026 December 31

Key: A = Effective 2022 January 01 – December 31 B = Effective 2023 January 01 – December 31
C = Effective 2024 January 01 – December 31 D = Effective 2025 January 01 – December 31
E = Effective 2026 January 01 – December 31

<u>Class Title</u>	<u>Index</u>	<u>Effective Date</u>	<u>Hourly Rates</u>	<u>Monthly Salaries</u>
Firefighter:				
- 1 st 6 months	70%	A	34.34	6272
		B	35.89	6554
		C	37.50	6849
		D	39.38	7191
		E	41.15	7515
- 2 nd 6 months	75%	A	36.80	6720
		B	38.45	7022
		C	40.18	7338
		D	42.19	7705
		E	44.09	8051
- 2 nd year	80%	A	39.25	7168
		B	41.01	7490
		C	42.86	7827
		D	45.00	8218
		E	47.03	8588
- 3 rd year	90%	A	44.16	8064
		B	46.14	8427
		C	48.22	8806
		D	50.63	9246
		E	52.91	9662

- 4 th year	100%	A	49.06	8960
		B	51.27	9363
		C	53.57	9784
		D	56.25	10273
		E	58.78	10735
- 10 th year	103%	A	50.54	9229
		B	52.81	9644
		C	55.18	10078
		D	57.94	10581
		E	60.55	11057
- 15 th year	106%	A	52.01	9498
		B	54.35	9925
		C	56.79	10371
		D	59.63	10889
		E	62.31	11379
Lieutenant*	112%	A	56.60	10336
		B	59.14	10801
		C	61.80	11287
		D	64.89	11851
		E	67.81	12384
Captain*	122%	A	61.65	11259
		B	64.43	11766
		C	67.32	12295
		D	70.69	12909
		E	73.87	13490
Platoon Captain*	130%	A	65.70	11998
		B	68.65	12537
		C	71.74	13101
		D	75.32	13755
		E	78.71	14374
Inspector:				
- 1st 6 months	70%	A	38.47	6272
		B	40.19	6554
		C	42.00	6849
		D	44.10	7191
		E	46.09	7515

- 2nd 6 months	75%	A	41.21	6720
		B	43.06	7022
		C	45.00	7338
		D	47.25	7705
		E	49.38	8051
- 2nd year	80%	A	43.96	7168
		B	45.94	7490
		C	48.00	7827
		D	50.40	8218
		E	52.67	8588
- 3rd year	90%	A	49.46	8064
		B	51.68	8427
		C	54.01	8806
		D	56.70	9246
		E	59.26	9662
- 4th year	100%	A	54.95	8960
		B	57.42	9363
		C	60.00	9784
		D	63.00	10273
		E	65.84	10735
- 10 th year	103%	A	56.60	9229
		B	59.15	9644
		C	61.81	10078
		D	64.89	10581
		E	67.81	11057
- 15 th year	106%	A	58.25	9498
		B	60.87	9925
		C	63.60	10371
		D	66.78	10889
		E	69.79	11379
Lieutenant Fire Prevention*	112%	A	63.39	10336
		B	66.24	10801
		C	69.22	11287
		D	72.68	11851
		E	75.95	12384
Captain Fire Prevention*	122%	A	69.05	11259
		B	72.16	11766
		C	75.40	12295
		D	79.17	12909

		E	82.73	13490
Captain Training*	122%	A	69.05	11259
		B	72.16	11766
		C	75.40	12295
		D	79.17	12909
		E	82.73	13490

* These positions use the 10th year firefighter rate as a base. All others are based on the 4th year Firefighter rate.