

2020-2021

COLLECTIVE AGREEMENT

between the

CITY OF NORTH VANCOUVER

and the

NORTH VANCOUVER FIREFIGHTERS' ASSOCIATION

LOCAL 296 (I.A.F.F.)

2020-2021
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and the
NORTH VANCOUVER FIREFIGHTERS' ASSOCIATION, LOCAL 296

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THIS AGREEMENT made and entered into April 5th 2022.

BETWEEN:

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

A Municipal Corporation having its Municipal office at 141 West 14th Street in the City of North Vancouver, Province of British Columbia.

(hereinafter called the "Corporation")

OF THE FIRST PART

AND:

THE NORTH VANCOUVER FIREFIGHTERS' ASSOCIATION

Local #296, International Association of Firefighters

(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS it is the desire of both parties to this agreement to maintain the existing harmonious relationship;

AND WHEREAS the Corporation recognizes the Union as the bargaining agent of the employees of the Fire Department;

AND WHEREAS it is now thought desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW THEREFORE THIS INDENTURE WITNESSETH that it is hereby agreed between the parties hereto as follows:

ARTICLE 1 - DURATION OF AGREEMENT

1.1 Term of Agreement

This Agreement shall be for a term of two (2) years with effect from the first day of January, 2020 to and including the 31st day of December, 2021, and shall 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 of its desire to change, amend, or terminate such Agreement.

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

1.2 Written Notice

In the case of notice to the Union, such notice shall be deemed to have been sufficiently given if delivered or mailed by prepaid registered post within the required time to the Secretary of the Association at 165 East 13th Street, North Vancouver, B.C., and in the case of notice to the Corporation, if delivered or mailed in the same manner to the Corporation of the City of North Vancouver, 141 West 14th Street, North Vancouver, B.C.

ARTICLE 2 - UNION SECURITY

2.1 Sole Bargaining Rights

- (a) The Corporation hereby recognizes and acknowledges the Union as the sole agent, representative and exclusive bargaining agency for those of the employees of the Corporation (hereinafter referred to as "Employees" or "Employee" as the context may require) engaged in the carrying out of the Fire Services for the Corporation.
- (b) The Corporation will recognize and treat with, as representing the Union for the purposes of this Agreement, the duly certified Bargaining Committee appointed by the Union, to act on its behalf in respect of all matters pertaining to rates of pay, salaries, and working conditions and any question or differences arising therefrom.
- (c) Any dispute (as defined in the Labour Relations Code) with respect to matters not covered by the terms of this Agreement shall, during the term of this Agreement, be the subject of collective bargaining between the Committee of the Union referred to in Article 2.1(b), of this Agreement, and the Labour Relations Committee of the Corporation.

2.2 Dues Deduction

All employees covered by the Union Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction, provided membership in the Union remains on a voluntary basis and is not a condition of employment. This deduction shall become effective during the first pay period immediately following completion of thirty (30) calendar days' continuous service, but the deduction shall be made only if the employee is still in the employ of the Corporation on the final day of the aforesaid pay period. Deduction shall be made in respect of all subsequent pay periods provided an employee works any part of the month.

ARTICLE 3 - HOURS OF WORK

3.1 Work Week - Fire Suppression Crew

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

3.2 Work Week - Fire Prevention and Fire Training Crews

- (a) The work day for the Inspectors on the four (4) day work week will be from 0800 hours to 1200 hours and from 1230 hours to 1715 hours.
- (b) The work day for the Inspectors on the five (5) day work week will be from 0830 hours to 1200 hours and from 1300 hours to 1630 hours.
- (c) Subject to certain conditions as specified below, all Inspectors shall function on a four (4) day work week.

It is further understood and agreed between the parties that, where in the opinion of the Fire Chief a situation exists which requires a five (5) day work week or additional staffing coverage, the Fire Chief may implement such rescheduling of working days and/or working hours as are deemed to be necessary to meet the needs of the Fire Prevention Office. In addition, the Acting Captain rate shall not apply on the fifth (5th) day of a week, but rather the Deputy Chief or Fire Chief shall be in charge for that period; and the four (4) day shift may be altered from Monday through Thursday to Tuesday through Friday or vice-versa depending on the coverage in the office.

3.3 Work Week - Mechanic/Emergency Vehicle Technician

The work day for the Emergency Vehicle Technician working a five (5) day work week will be from 0730 hours to 1200 hours and from 1300 hours to 1630 hours. These hours of work may be varied at the discretion of the Fire Chief based on operational requirements and by mutual agreement with the Union and the Employee.

ARTICLE 4 - CLASSIFICATION AND PAY

4.1 Limitation of Firefighter Duties

No employee bound by this Agreement shall perform any work or duty during the course of the employee's employment as a Firefighter not in any way connected with

- (a) the prevention and suppression of fire, and
- (b) maintenance of ambulance service, and

- (c) the routine housekeeping, painting and maintenance of equipment and real property related thereto.

4.2 Definitions of Employees

Employees covered by this Collective Agreement are employed on a full-time basis as outlined in Article 3 – Hours of Work, or such other number of weekly hours as is recognised in the Collective Agreement as normal hours of work, for an indefinite period.

4.3 Probationary Period

- (a) New Employees: New employees shall be considered to be on a probationary basis until the completion of twelve (12) months' satisfactory service. If such employee continues in employment after the twelve (12) month probationary period, the employee shall be considered to be on a permanent basis, and seniority, vacations, and other perquisites referable to length of service shall date back to the original date of employment.
- (b) Promotions: Employees promoted or awarded new positions shall receive full pay upon receiving their promotion and shall be given six (6) months in which to prove satisfactory, and if they fail to do so, shall be returned to their former position without loss of seniority in such former position.
- (c) Defined standards of performance to be met by probationary employees during their probation period are as follows:
 - (i) New employees shall be placed in a probationary capacity until the completion of twelve (12) months' service.
 - (ii) This period shall be for the purpose of determining an employee's suitability for continued employment. At any time during this period employment may be terminated if it can be satisfactorily shown the employee is unsuitable for employment.
 - (iii) Suitability for employment will be decided on the basis of factors such as:
 - (1) quality of work;
 - (2) ability to work harmoniously with others;
 - (3) conduct;
 - (4) ability to meet position specific standards set by the Corporation.
- (d) Where an employee is absent from work during their probationary period for a cumulative total of twelve (12) or more shifts the probationary period shall be extended by a period equal to the total time absent.

4.4 Pay for Acting in a Senior Capacity and Vacation Adjustment

(a) Any employee covered by this Agreement who is required to accept the responsibilities and carry out the duties incident to a position or rank senior to that which the employee normally holds, for one (1) hour or more, shall be paid at the rate for the senior position or rank while so acting.

(b) For Suppression

A record will be maintained of the number of shifts in each year, during which each employee acted in a senior capacity. During each immediately following year, each such employee will receive an additional payment over and above the employee's regular salary. Such additional payment shall be based upon the difference in the rates for such employee's confirmed rank and for the higher rank at which the employee acted, which amount shall be multiplied by 4.38%, 6.58%, 8.77% or 10.96% depending upon whether such employee was entitled to eight (8), twelve (12), sixteen (16), or twenty (20) duty shifts of annual vacation.

(c) For Prevention and Training

A record will be maintained of the number of shifts in each year, during which each employee acted in a senior capacity. During each immediately following year, each such employee will receive an additional payment over and above the employee's regular salary. Such additional payment shall be based upon the difference in the rates for such employee's confirmed rank and for the higher rank at which the employee acted, which amount shall be multiplied by 3.83%, 5.75%, 7.67% or 9.58% depending upon whether such employee was entitled to ten (10), fifteen (15), twenty (20), or twenty-five (25) working days of annual vacation (based on a five (5) day work week).

(d) The rates used to calculate the vacation payment will be those applicable for the year during which the employee acted in a senior capacity and not the rates applicable to the year in which the payment is made.

4.5 Salaries

The salaries to be paid to employees by the Corporation during the currency of this Agreement shall be those set forth in Schedule "B" hereto.

4.6 Overtime and Call-Back Service

Call-back service shall be paid for at the following rates:

- (a) In the case of an employee being called back in the absence of staff from the Hall to work on either a unit of firefighting apparatus, or a Rescue and Safety vehicle, the employee shall be paid at the rate of two (2) times the employee's regular hourly classified rate of pay for the entire period spent at the employee's place of work in response to the call, with a minimum of three (3) hours at the rate of two (2) times the aforementioned regular rate of pay.
- (b) If, after a call-out, additional calls are made upon the employee before the expiry of the minimum three (3) hour period or before the employee arrives home, whichever shall last occur, such extra calls shall not be treated as separate calls.
- (c) An employee who is required to work overtime immediately preceding or following a regular shift shall be paid at the rate of one and one-half times (1.5X) the hourly rate of the employee for the first two (2) hours worked, and two times (2X) the hourly rate of the employee for all overtime worked beyond two (2) hours, computed on the basis of the employee's normal working hours.

When computing the payment of overtime of an employee under this Article, all time worked by an employee from the completion of the regular shift until the employee returns (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.

$$\frac{\text{Monthly Rate} \times 12}{26.089} = \text{Bi-weekly Rate}$$

$$\frac{\text{Bi-weekly Rate}}{\text{Bi-weekly Hours}} = \text{Hourly Rate}$$

- (d) Where an employee is required to work an extra shift, the employee shall be granted time off in lieu, or payment, as mutually agreed between the employee and the Chief, at the rate of one and one-half times (1½X) the employee's regular hourly rate of pay for the extra shift worked.
- (e) Double (2X) the regular rate of pay of an employee's designated classification will be paid when an employee is called back to work in an emergency on a Public Holiday, with a minimum of three (3) hours at the rate of two times (2X) the aforementioned regular rate of pay.
- (f) Fire Prevention: Overtime and call-backs would be paid at the prevailing rate of pay according to the agreement in effect at the time.

- (g) Overtime to Serving Officers attending Promotion Training School (see Article 8.10) shall be paid in accordance with Article 4.6(i).
- (h) An employee shall be paid at the rate of regular straight time when reporting for work on the call of the Corporation for the purpose of attending a meeting of an administrative nature (i.e. Meetings, Recruitment and Committees), but subject to the following conditions:
 - (i) at least one (1) week's notice of the meeting date shall be provided;
 - (ii) in the event a scheduled meeting date is postponed, at least one (1) week's notice of the new meeting date shall be provided;
 - (iii) the rate of regular straight time shall be paid for the entire period spent at the meeting, with a minimum of three (3) hours at the rate of regular straight time the hourly rate;
 - (iv) the Corporation will be required to schedule the meetings by canvassing each employee concerned in advance in order to identify and thereby to attempt to avoid those off duty days which would be unduly inconvenient to the employee;
 - (v) each employee involved in any such scheduling effort will be expected to cooperate fully in the effort, but will not be subject to discipline for failure to agree to meet on any day when the employee has a prior commitment of a personal nature; and
 - (vi) nothing contained in this Article 4.6(h) shall be construed so as to interfere with the right of the Employer to require an employee to report to work pursuant to Article 4.6(a), (b), (c) and (d) for the purpose of attending a meeting of an administrative nature or of any other kind, in which case neither the rate of regular straight time the hourly rate, nor any of the conditions set out in paragraphs (i) to (v) inclusive of this Article 4.6(h), shall apply.
- (i) An employee who is required to work a portion of a shift for the purpose of relieving another employee who has been given a leave of absence to attend any course or instruction and/or training, shall be paid at their regular straight time rate of pay. Pursuant to this Article 4.6(i), any period of work which immediately follows or immediately precedes a regular shift will not be subject to any minimum period of compensation. Any other period of work will be subject to a minimum of three (3) hours at the rate of regular straight time rate of pay.
- (j) Overtime shall be calculated on the basis of quarter hours; in the event overtime worked exceeds a quarter hour, such overtime shall be calculated based on the next highest quarter hour.

4.7 Instructor's Pay

Effective 2022 April 05:

Approved and certified instructors will be paid as follows:

- (a) When employee is assigned to formal on-duty instructor-related duties, while working their normal regular shift, the employee shall receive payment at twenty-two percent (22%) above their regular rate of pay.
- (b) Payment for time worked as an on-duty instructor shall be based on the hours worked as an instructor. When an employee works as an instructor for a period of three (3) hours or more on a shift, the employee will be compensated with five (5) hours of instructor pay. Where instruction duties exceed six (6) hours on a shift, the employee will be paid for ten (10) hours.
- (c) Off duty instructors will receive payment for the hours worked as an instructor at twenty-two percent (22%) above their regular straight time rate of pay and will be compensated for all hours as an instructor, with a minimum of three (3) hours.
- (d) Time worked as an on-duty Instructor will be paid. Time for off-duty Instructors may be banked and replenished up to a maximum of thirty-six (36) hours per calendar year and may be used as paid time off, at the employee's base rate of pay. Paid time off shall always be regarded as a day shift or night shift. If not used by the calendar year end in which it is earned, banked time shall be paid out at the prevailing straight rate of pay twenty-two percent (22%) above their regular rate of pay in the following year.
- (e) If mutually agreed, off duty instructors may request a lieu day (a shift) in lieu of payment as an Instructor, the scheduling of which will not attract overtime. This option shall be available for a scheduled full day on instruction, as scheduled by the applicable Chief Officer. A full day of instruction shall be a minimum of eight (8) hours. The lieu shift shall be scheduled immediately and taken within sixty (60) calendar days of the shift earned. The Corporation may cancel the scheduled shift with seven (7) calendar days' notice. Upon cancellation by the Corporation, the shift shall be scheduled immediately and taken within sixty (60) calendar days of the cancellation.
- (f) When instructors attend instructor meetings, workshops or training, payment shall be in accordance with Article 4.6(h) (iii) – Call back/Overtime.
- (g) Instructor duties shall be pre-approved by the Fire Chief (or designate).

4.8 Minimum Certification – Emergency Vehicle Technician

- (a) The Emergency Vehicle Technician will maintain the Emergency Vehicle Technician certification to the appropriate level of their classification/pay and all other licences and certifications as outlined in the Emergency Vehicle Technician job classification.

- (b) During the first (1st) year, the Emergency Vehicle Technician will be required to have/obtain a minimum certification of Licenced Heavy Duty Mechanic and will successfully complete and thereafter maintain Level 1 of Emergency Vehicle Technician certification.
- (c) During the second (2nd) to fourth (4th) year, the Emergency Vehicle Technician will be required to successfully complete, and thereafter maintain, Level 11 and Level 111 of Emergency Vehicle Technician certification.
- (d) The Employer and the Union agree that should the City determine that the EVT classification/position is no longer required at the Fire Department, then this position will be eliminated and replaced with an additional Firefighter in the Suppression Division.

4.9 Telephone Consultation – Emergency Vehicle Technician

Effective 2022 April 05:

When an employee is contacted by a supervisory authority or designate for assistance whilst off duty, and is able to deal with the problem over the telephone or by computer and does not have to report to the worksite, the employee shall be paid one (1) hour of pay at double the employee's regular rate of pay. Multiple telephone calls within one (1) hour period will be treated as one (1) event for the purpose of pay. Consecutive events lasting more than one (1) hour will be paid for actual time worked. An employee will not be eligible for this form of callout pay if the callout requires the employee to return to the worksite whereupon the employee will be paid for actual time worked at the worksite. A telephone callout will only be paid out and cannot be banked.

ARTICLE 5 - EMPLOYMENT

5.1 Seniority

- (a) In making promotions, demotions, transfers, or layoffs, the required knowledge, ability, and skills shall be the primary consideration and where two or more applicants are equally capable of fulfilling the duties of the position, the length of service with the Corporation shall be the determining factor. It is agreed and understood that in the matter of applicants, current service employees shall be given preference.

Employees hired on or after 1999 October 14

For the purposes of this Subsection 5.1(a), the length of service with the Corporation shall be established on the basis of an employee's continuous service with the Corporation's Fire Department.

- (b) For the purpose of establishing seniority of present employees of the Department, there is attached hereto a list of all employees presently employed (Schedule "A") showing

the date from which seniority shall commence, and which is accepted by both parties hereto as establishing such seniority. The said list is to be revised from time to time as necessary.

- (c) For the purpose of establishing the seniority of employees who commenced employment with the Department on the same day, such employees shall be ranked by the Fire Chief based on the employee's rating during the selection process, giving the employee with the highest rating the higher seniority.
- (d) All periods of time in which an employee acts in a senior capacity for sixteen (16) or more continuous shifts, shall be accrued to a maximum of three (3) months and shall be deducted from the probationary period of such employee upon promotion to a position carrying the rank in which such employee had acted.
- (e) Where an employee leaves the Fire Department voluntarily and is later re-engaged, the employee's seniority shall date from the time of re-engagement.

5.2 Termination of Employment

- (a) Employees shall be entitled to notice upon termination (for reasons other than retirement) on the following basis:
 - (i) Less than one (1) year of service, two (2) weeks' notice or pay in lieu of notice;
 - (ii) One (1) year of service or more, one (1) month's notice or pay in lieu of notice.
- (b) It is mutually agreed that the provisions of 5.2(a) of this Article do not apply in cases of temporary layoffs or discharge for just cause.
- (c) Vacation Benefit: Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth ($\frac{1}{12^{\text{th}}}$) 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. In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation.
- (d) No Discrimination due to Disability: Sickness or disability resulting from an accident suffered or incurred while engaged in the carrying out of the employee's duties shall not constitute a ground for discharge of any employee, provided that it is possible for such employee, in the opinion of the Medical Officer of the Corporation, to, upon recovery, carry on duties in the fire service of the Corporation and if the said Medical Officer is of the opinion that the employee is physically and mentally fit to perform the duties of such position, such employee shall continue in the position held prior to such sickness or accident.

It is understood that the Director of Human Resources will require the opinion of the Medical Officer of the Corporation, only if the information provided by the employee's physician is not satisfactory to the Corporation.

5.3 Safety

The Corporation shall observe all reasonable precautions and provide all safety devices or appliances that may be reasonably required for the ample protection of the employees. All employees shall cooperate with the Corporation in the prevention of accidents and will from time to time as the occasion requires, make such representations to the Chief of the Fire Department as to the prevention of accidents as may be considered necessary.

5.4 General Residence Requirements

(a) Extended North Shore Boundaries - All Divisions

A minimum of 60% of the total number of IAFF members, including all Divisions and Floater Firefighters, (rounded to the whole number) must reside in the City of North Vancouver or in one of the following municipalities:

District of West Vancouver
District of North Vancouver
Village of Lions Bay
City of Vancouver
Burnaby
University Endowment Lands
Port Moody
Coquitlam
Port Coquitlam
New Westminster
Squamish
Pitt Meadows

(b) Extended Boundaries-All Divisions

After submission of a written request and with subsequent written approval of the Fire Chief, a maximum of 34% of the total number of IAFF members, including all Divisions and Floater Firefighters, (rounded to the whole number) may reside in the extended areas defined as follows:

Richmond
Delta
Surrey
Maple Ridge
Township of Langley
City of Langley
White Rock

(c) Outside Extended Boundaries - All Divisions

After submission of a written request and with subsequent written approval of the Fire Chief, a maximum of 6% of the total number of IAFF members, including all Divisions and excluding Floater Firefighters, (rounded to the whole number) may reside in the outside extended areas defined as follows:

Whistler
Abbotsford
Mission
Chilliwack
Sunshine Coast
Bowen Island

It is understood that two current members (DD) and (SG) shall be included in the 6% maximum.

In the event that a member residing in category (c) is unable to report for duty as a consequence of a situation such as a road closure or a disruption of ferry service, the employee shall be required to provide coverage of that member's shift at no additional cost to the Employer. If the employee does not provide coverage for the shift, then the Parties acknowledge and accept that the Employer will not pay the employee for the shift to which coverage was not provided.

(d) Fire Prevention Division, Emergency Vehicle Technician and Training Captain

Must reside in the areas identified in paragraph 3(a), 3(b) or 3(c).

(e) Floater Firefighters - Suppression Division

Must reside in the areas identified in paragraph 3(a) or 3(b).

ARTICLE 6 - BENEFITS6.1 Vacations - Fire Suppression Crew

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

- (a) Employees leaving the service of the Corporation 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 part calendar year of service, vacations will be granted to employees on the basis of one-twelfth ($\frac{1}{12^{\text{th}}}$) of eight (8) duty shifts for each month or portion of a month greater than one-half ($\frac{1}{2}$) 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 years of service - twelve (12) duty shifts.
- (e) During the eleventh (11th) to and including the twenty-third (23rd) calendar year of service except the twenty-first (21st) calendar year of service - sixteen (16) duty shifts.
- (f) During the twenty-first (21st) calendar year of service - twenty (20) duty shifts.
- (g) During the twenty-fourth (24th) and all subsequent calendar years of service - twenty (20) duty shifts.
- (h) After the completion of twenty (20) years' service - sixteen (16) additional duty shifts will be granted as annual leave; to be taken from January 1st in the calendar year in which the qualifying anniversary occurs up to the end of the calendar year in which the last anniversary date occurred before the completion of twenty-five (25) years of service, provided however, that if the employee exercises this privilege and fails to remain employed by the Corporation for any reason until the employee's anniversary date in that year, the employee must reimburse the Corporation for the cost of the employee's long service leave, and a similar allowance shall be made at the completion of twenty-five (25) years' service and each subsequent five (5) year period thereafter.
- (i) The Corporation may elect to pay out in cash both the Annual Vacation and Statutory Holiday entitlements accrued to recruits in their first part year of service.
- (j) (i) "Calendar Year" for the purposes of this Agreement shall mean the twelve (12) month period from January 1st to December 31st, inclusive.
- (j) (ii) All vacation shall commence on the first duty shift after the employee's days off, and all vacations shall be allotted on a duty shift basis.

6.2 Vacations - Fire Prevention Crew, Fire Training Crew and Mechanical

- (a) Employees of the Fire Prevention Office, Training Office and Mechanical leaving the service of the Corporation 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 part calendar year of service, vacation will be granted to employees on the basis of one-twelfth ($\frac{1}{12}$) of ten (10) working days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st, based on a five (5) day work week.
- (c) During the second (2nd) calendar year of service, ten (10) working days, based on a five (5) day work week.
- (d) During the third (3rd) to and including the tenth (10th) calendar years of service - fifteen (15) working days, based on a five (5) day work week.

- (e) During the eleventh (11th) up to and including the twenty-third (23rd) calendar years of service except during the twenty-first (21st) calendar year of service - twenty (20) working days, based on a five (5) day work week.
- (f) During the twenty-first (21st) calendar year of service - twenty-five (25) working days, based on a five (5) day work week.
- (g) During the twenty-fourth (24th) and all subsequent calendar years of service - twenty-five (25) working days, based on a five (5) day work week.
- (h) After the completion of twenty (20) years' service - twenty (20) additional working days, based on a five (5) day work week, will be granted as annual leave; to be taken from January 1st in the calendar year in which the qualifying anniversary occurs up to the end of the calendar year in which the last anniversary date occurred before the completion of twenty-five (25) years of service, provided however, that if the employee exercises this privilege and fails to remain employed by the Corporation for any reason until the employee's anniversary date in that year, the employee must reimburse the Corporation for the cost of the employee's long service leave, and a similar allowance shall be made at the completion of twenty-five (25) years' service and each subsequent five (5) year period thereafter.
- (i) The Corporation may elect to pay out in cash both the Annual Vacation and Statutory Holiday entitlements accrued to recruits in their first part year of service.
- (j) For Prevention Office and Training Office, during annual vacations, long service leave or any leave of absence or sickness of one (1) week or more, the work week will revert back to the five (5) day week.
- (k) The following shall apply:
 - (i) "Calendar Year" for the purposes of this Agreement shall mean the twelve (12) month period from January 1st to December 31st, inclusive.
 - (ii) All vacation shall commence on the first duty shift after the employee's days off, and vacations shall be allotted on the basis of a five (5) day work week and which operationally for the Fire Prevention Office and Training Office may be on a four (4) day work week basis, as outlined in Article 3.2 – Work Week – Fire Prevention and Fire Training Crews.

6.3 Public Holidays

- (a) Firefighters, Lieutenants and Captains who are engaged in the type of work to be performed continuously and every day including public holidays throughout the year, and who have completed twelve (12) months continuous service by December 31, 1974 shall receive in each calendar year in lieu of the holidays set forth below, time equivalent to twelve (12) consecutive working shifts: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day,

Remembrance Day, Christmas Day, Boxing Day, Truth and Reconciliation Day and one additional working shift for any public holiday proclaimed by the City Council or by the Federal or British Columbia Governments in addition to those listed above. Should Suppression Division employees be scheduled on a 24-hour shift pattern, Truth and Reconciliation Day will be payable only and cannot be taken as paid time off for operational reasons.

- (b) Such holidays shall be granted by the Chief of the Fire Department when the employee can best be relieved from duties and the employee's duties fulfilled by other employees, and be in the Fire Chief's sole discretion.
- (c) All other employees including those in Fire Prevention shall be guaranteed twelve (12) public holidays and one (1) additional day for any public holiday proclaimed by the City Council or by the Federal or British Columbia Government in addition to those listed in Article 6.3(a).

PROVIDED THAT:

- (i) Whenever one of the above-mentioned public holidays falls on a Saturday or a Sunday and the Government of Canada and the Government of the Province of British Columbia, or either of them in the absence of the other, proclaim that such public holiday be observed on a day other than Saturday or Sunday, then the day so proclaimed shall be read in substitution for such public holiday;

SAVE AND EXCEPT THAT:

Whenever one of the aforementioned public holidays falls on a Saturday or a Sunday and neither the Government of Canada nor the Government of the Province of British Columbia proclaims that such public holiday be observed on a day other than Saturday or Sunday, or the proclamations of such governments do not proclaim the same day for the observance of such public holiday, then not less than seven (7) calendar days prior to that public holiday, the Corporation shall post a notice or notices in conspicuous places so that each employee affected thereby may have ready access to and see the same, designating the employee's holiday entitlement in accordance with one of the following methods:

- (1) one (1) day's pay at the employee's regular rate of pay, or
 - (2) a holiday with pay within the calendar year in which such public holiday falls, on any normal working day which immediately precedes or immediately follows one of the employee's normal rest days or one of the public holidays hereinbefore defined in Article 6.3(a).
- (ii) In the case of an employee's termination of service for any reason, adjustment will be made for any overcompensation provided under Section 6.3(c)(i)(2) herein.

- (iii) Prior to the posting of any notice advising the employees of their entitlement under Section 6.3(c)(i) herein, the Corporation will afford the Union an opportunity to discuss the substance of the notice.
 - (iv) If a public holiday falls on a regular working day while an employee is on annual vacation, the employee shall receive one (1) additional day of vacation with pay in lieu of the said public holiday.
- (d) Any Firefighter, Lieutenant or Captain who is required to work on any of the public holidays in paragraph 6.3(a) herein shall in addition to the entitlement set forth in this Section 6.3, Public Holidays, receive a payment in cash at the rate of fifty percent (50%) of their regular hourly rate for each of the hours during which the employee is on duty on such public holiday between the hours of 12.01 a.m. and 11.59 p.m.

6.4 Sick Leave and Gratuity Plan

(a) Sick Leave Plan

- (i) After completion of six (6) months of service, all employees covered by this Agreement shall be eligible to sick leave with pay at the rate of one and two thirds ($1\frac{2}{3}$) days for each month worked, with any unused portion accruing in the future years to a maximum of two hundred and sixty-one (261) days.
- (ii) An employee shall be allowed sick leave with pay for a period of four (4) days after which period a medical certificate may be requested by the Fire Chief or designate.
- (iii) An employee may use sick leave credits for time lost through accidental injuries provided that if the employee should later make a claim or commence an action for damages against a third party in respect of such injuries, the employee shall include therewith a claim for loss of wages and shall reimburse the Corporation to the extent that the employee recovers in respect of the claim for loss of wages. After receipt of such monies, the Corporation shall credit the employee with the number of sick days equivalent thereto and any resultant gratuity days to which the employee may be entitled.

(b) Gratuity Plan

- (i) Each employee will be eligible to one (1) bonus gratuity day per calendar year if no sick time is used. Further, for each four (4) month period, where no Corporation sick time is used (fifth (5th) shift), an additional gratuity day shall be granted.
- (ii) The earned gratuity will be paid when an employee leaves the service, providing the employee has completed at least three (3) years of service in the Fire

Department. The gratuity will be paid at the rate of pay in effect at the time of the member's severance of employment from the Department.

- (iii) Providing an employee has completed three (3) years of service with the Fire Department, such employee may elect, prior to the end of the calendar year, to receive cash in lieu of accumulated gratuity days in the following year at the prevailing rates.
- (iv) An employee who has completed at least three (3) years of continuous service as outlined in Article 6.4(b)(iii) and who has accrued a gratuity bank under Article 6.4(b) may make a request to the Fire Chief to:
 - (1) Use the banked time as referenced in Article 6.4(b)(i) in substitution of the Union-funded sick leave referenced in Article 6.5(a), subject to the following requirements:
 - i. The employee must follow the regular procedure for requesting any non-occupational illness or injury related leave with the Employer; and
 - ii. Using the banked time as referenced in Article 6.4(b)(i) in substitution of the Union-funded sick leave still counts as use of sick leave for the purposes of Article 6.4(b)(i). For clarity, if an employee uses their gratuity banked time in substitution of the Union-funded sick leave, then the employee will not be eligible to one (1) bonus gratuity day under Article 6.4(b)(i) for that calendar year in which that substitution taken places.
 - (2) Use this banked time as paid time off from work, subject to the following requirements:
 - i. The employee may use gratuity time for single or consecutive shifts/days, up to twelve (12) shifts/days in a calendar year, excluding gratuity time used in substitution of Union-funded sick leave.
 - ii. The employee and the Employer have mutually agreed to the Employee taking the paid time off at the scheduled time and where no operational reasons have arisen to justify the Employer cancelling the leave as scheduled. For clarity, an employee's use of gratuity time as paid time off shall always be subject to the needs of the Fire Department. With the exception of time taken in substitution of Union-funded sick leave, the Employer may cancel the scheduled gratuity time off with seven (7) calendar days' notice. An employee is not entitled to overtime pay if they are required to work during a cancelled period of gratuity leave unless the

employee otherwise qualifies for overtime under the collective agreement.

- iii. Unless otherwise determined by the Fire Chief to be operationally permissible in the Fire Chief's sole discretion acting reasonably, no more than one employee per Division may be absent on gratuity leave at any one time. For the purposes of this subsection, retiring employees using gratuity leave pursuant to Article 6.4(b)(v) and employees using gratuity leave in substitution of Union-funded sick leave pursuant to Article 6.4(b)(iv)(1) will not be counted.
- (v) Any employee may use their earned gratuity bank immediately prior to retirement as follows:

(1) Suppression Division:

- i. Written notification to the Fire Chief of a decision to retire on pension; and
- ii. That this written notification is received by the Fire Chief by no later than September 15th of the year immediately preceding the year the employee will be retiring on pension; and
- iii. That the employee's retirement date will be no later than the end of February of the following year; and
- iv. The employee may apply to take up to a maximum of twenty (20) duty shifts as paid time off from their earned gratuity bank immediately prior to their retirement; and
- v. Such a request will be considered based on operational requirements at the Fire Chief's discretion.

(2) Training, Fire Prevention and Mechanical Divisions:

- i. Written notification to the Fire Chief of a decision to retire on pension; and
- ii. That this written notification is received by the Fire Chief at least 120 calendar days before the date the employee will be retiring on pension; and
- iii. The employee may apply to take up to a maximum of 20 work days as paid time off from their earned gratuity bank immediately prior to their retirement; and

- iv. Such a request will be considered based on operational requirements at the Fire Chief's discretion.

6.5 Health and Welfare Benefits Union Sick Leave Fund

- (a) The Union will undertake responsibility for the first four (4) shifts of any non-occupational illness or injury. The Union's members will contribute a percentage of their base salary each month to a fund from which will be paid benefits for authorized sick leave absences equal to their regular base salary net of income tax deductions and Municipal Pension Plan (including supplementary Municipal Pension Plan) contributions. The amount of such contributions shall be determined by the Union.
- (b) Sick leave payments for any non-occupational illness or injury referred to in 6.5(a) will be made by separate cheques drawn upon the Union Sick Leave Fund, unless the Corporation determines that there is a more convenient way of making the payments. The Corporation will undertake responsibility for providing the data required for calculating such sick leave payments.
- (c) In return for the Union undertaking responsibility for Article 6.5(a) and (b), the Corporation will accept responsibility for providing the following coverage and will pay one hundred percent (100%) of the monthly premiums for:
- (d) Medical Services Plan and Extended Health Benefits

Effective 2022 April 05:

- (i) After the completion of six (6) months' service, all employees covered by this Agreement shall be eligible for the Medical Services Plan and the Extended Health Benefits Plan. The Extended Health Benefits Plan includes coverage for the services of a Clinical Psychologist (including a Registered Clinical Counsellor) to a maximum of one thousand two hundred dollars (\$1,200.00) per person annually. The Corporation will pay one hundred percent (100%) of the monthly premium of the two (2) plans for all eligible members of the Fire Department.
- (ii) The Vision Care Option portion of the Extended Health Benefits Plan shall provide every employee with a maximum benefit of four hundred dollars (\$400.00) claimable in any twenty-four (24) month period, which may also be used for laser eye surgery, subject otherwise to the provisions of the Plan. Premiums for the Vision Care Option shall be borne one hundred percent (100%) by the Corporation.
- (e) Dental Care Plan

The Dental Care Plan will be made available to all employees in the form of one hundred percent (100%) payment for Plan "A", sixty percent (60%) for Plan "B" and sixty percent (60%) for Plan "C" for employees and their dependents to a lifetime maximum benefit payable of five thousand five hundred dollars (\$5,500.00).

(f) Group Life Insurance

- (i) After the completion of six (6) months' service, all employees covered by this Agreement shall be eligible for coverage under the Group Life Insurance program.
- (ii) The Corporation will provide group life insurance coverage to all eligible employees, based on one thousand dollars (\$1,000.00) of insurance for each one thousand dollars (\$1,000.00) of gross basic annual salary. The salary shall be computed to the next highest one thousand dollars (\$1,000.00).
- (iii) Former employees who were retired as of 1999 December 31 shall remain entitled to the reduced insurance coverage of one thousand dollars (\$1,000.00) as outlined in Article 6.5(g) of the 1995-1996 Collective Agreement.

6.6 Compassionate Leave

Employees may be granted leave with pay as follows, at the discretion of the Fire Chief:

- (a) A maximum of four (4) days in the case of the death of a spouse, parent, brother, sister, child, grandparent, parents-in-law, grandparents-in-law, common-law spouse and same sex partner, in order to arrange and/or attend the funeral of the deceased relative.
- (b) Periods of time in excess of four (4) days may be granted at the discretion of the Fire Chief with or without pay.
- (c) One-half (½) day in order to attend a funeral as a pall bearer or mourner with the approval of the Fire Chief.

6.7 Leave of Absence Without Pay

Any employee desiring leave-of-absence without pay shall apply to the Fire Chief and the decision shall be governed by the Corporation's prevailing Leave of Absence Without Pay policy.

6.8 Leave of Absence - Union Business

Bargaining representatives of the Union shall be granted leave of absence (by providing reliefs) to attend to Union business, subject to the approval of each absence by the Fire Chief.

6.9 Maternity and Parental Leave

(a) Length of Leave

(i) Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to 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 mother dies or is totally disabled as deemed by a physician, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

(ii) Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled up to sixty-two (62) consecutive weeks of parental leave without pay. The employee shall take the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the employee.

(iii) 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

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

(ii) An employee shall provide written notice 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.)

- (iii) 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.
- (iv) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date he or she intends to return to work.
- (v) 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.
- (vi) 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 to his or her 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

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

(e) Benefits

- (i) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay his or her share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage, all benefits named in this paragraph shall continue.

- (ii) Pension contributions will cease during the period of the leave. 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

- (i) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (ii) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (iii) 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.
- (iv) 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 regular gross weekly earnings and is paid as follows:
 - (1) for the first six (6) weeks, which includes the Employment Insurance waiting period; and
 - (2) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (v) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (vi) 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 is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

6.10 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.
- (d) Employees attending Court on behalf of the Employer while they are not on duty shall be compensated at the rate of one and one-half (1½) the employee's regular hourly rate of pay for the hours spent at Court.
- (e) An employee seeking leave under this Article shall provide as much notice as possible to the Employer of the date they are scheduled for Jury Duty or the Court appearance.

6.11 Training

- (a) The Union agrees that all employees covered by this Agreement shall undertake such training in First Aid as is required from time to time by the Corporation, and the Corporation will pay the training fees incurred.
- (b) No employee shall suffer any loss of remuneration as a result of any training course or study required and approved by the Corporation and any proper expenses in connection with the training course or study shall be paid by the Corporation.

6.12 Uniforms

- (a) For every person covered by this Agreement, the Corporation will provide, on completion of six (6) months' service, a complete uniform and thereafter will make issues before August 15th in each year as follows:

(i) **PROBATIONARY (ALL):**

- Four (4) Work Shirts
- Four (4) Pairs Trousers
- One (1) pair Safety Work Boots
- One (1) Work Jacket
- One (1) Sweater Vest
- One (1) Uniform Belt (*)
- One (1) Ball Cap (*)

One (1) Toque (*)
 One (1) Pair Shorts (*)
 Four (4) T-shirts

(ii) **COMPLETION OF SIX (6) MONTHS' SERVICE (ALL):**

One (1) Uniform Tunic (*)
 One (1) Uniform Cap (*)
 One (1) Black Tie (*)
 One (1) Pair Black Walking Shoes (*)

(iii) **ANNUALLY (ALL):**

Minimum Two (2) and Maximum Four (4) (*) Work Shirts
 Two (2) Pairs Trousers
 Two (2) T-Shirts

(iv) **EVERY TWO (2) YEARS (ALL):**

First issue will be during 2017 and every 2nd year thereafter (e.g. 2019)

One (1) Sweater Vest or equivalent Job Shirt/Sweater

(v) **EVERY THREE (3) YEARS (ALL):**

First issue will be during 2016 and every 3rd year thereafter (e.g. 2019)

One (1) Pair Safety Work Boots (*)
 One (1) Work jacket

(vi) **AS NEEDED (*) (ALL):**

One (1) Pair Safety Work Boots
 One (1) Uniform Belt
 One (1) Uniform Tunic
 One (1) Uniform Cap
 One (1) Black Tie
 One (1) Pair Black Walking Shoes
 One (1) Ball Cap (*)
 One (1) Toque (*)
 One (1) Pair Shorts (*)

(vii) **MECHANIC / EMERGENCY VEHICLE TECHNICIAN**

Two (2) Pairs Coveralls annually
 (As per ii, iii, iv, v and vi above)

- (b) The Corporation will also provide every person covered by this Agreement, whose duties include the fighting of fires, with NFPA1971 compliant structural firefighting equipment.

All such equipment shall be returned to the Corporation when the employee ceases to perform such duties.

(c) Uniform Cleaning

(i) The Corporation shall pay for the cleaning of the following items of clothing issue for all employees who are required to wear a uniform in the performance of their duties, in accordance with the maximums specified:

- one (1) work or dress shirt per working shift;
- one (1) pair of trousers per two (2) working shifts; and
- one (1) work jacket (or sweater, sweater vest or job shirt) and tunic per fifteen (15) working shifts.

(ii) The Corporation shall designate a cleaning establishment which will be authorized to perform cleaning for employees as set out under Section 6.12(c)(i) above.

(iii) Uniform items cleaned pursuant to Section 6.12(c)(i) above may be both deposited at and retrieved from the designated cleaning establishment by the employee or designate, while off duty, in accordance with the administrative procedures established by the Corporation from time to time.

(iv) For purposes of this Article 6.12(c), a working shift is defined as:

- any regularly scheduled shift for which the employee reports for duty;
or
- any extra shift for which the employee reports for duty; or
- any instance of emergency callout for which the employee reports for duty.

(d) A joint Employer-Employee Clothing Committee shall be established, comprising a minimum of two (2) employees, who will work with the Corporation regarding uniform selection and quality and will ensure that the uniforms as outlined in (a) and (b) meet the requirements of safety, legal considerations, operational efficiencies, maintain the image of the Corporation and are within the allocated budget.

(e) In the last year of employment, where known, no uniform issues will occur.

6.13 Retirement Benefit

(a) Vacation in Year of Retirement

Employees retiring on pension are entitled to vacation as follows:

If retiring prior to April 1st, one-half (½) of the usual annual vacation.

If retiring April 1st or later, the full annual vacation.

(b) Mandatory Retirement

It is mandatory for all firefighters regardless of classification, sex or department of service (i.e. Wardens, Training or Suppression) to retire from the service at the attainment of age sixty (60).

(c) Retirement Payment

Employees retiring, who were hired on or before 2004 July 22, shall receive three (3) months' notice prior to the date of retirement and upon retiring shall receive one (1) month of pay. Such pay is to be based on the employee's rate of pay as of 2004 November 01.

6.14 Municipal Pension Plan

- (a) Eligible employees shall be covered by the applicable rules of the Municipal Pension Plan effective the date of hire.
- (b) The Employer shall enroll eligible employees into the appropriate Municipal Pension Plan Group (Municipal Pension Plan Group 5) for Fire Suppression, Fire Prevention, Fire Training and Mechanical employees. These employees will be subject to the current and any future rules established by the Municipal Pension Board and the Pension Corporation governing Group 5 participation.
- (c) Employees eligible for enrolment in Group 5 shall receive a Supplemental Pension Allowance (SPA) of 0.56% of pensionable earnings to be directed to a group tax free savings plan (Group TFSA). This payment shall be recorded on the employee's bi-weekly pay cheque.
- (d) Employees hired into positions that are not eligible to participate in the Group 5 Pension will be treated as Group 1 or Group 4 as appropriate under the rules of the Municipal Pension Plan.

6.15 WorkSafeBC

All monies received by an employee by way of compensation for loss of wages pursuant to the provisions of the Workers' Compensation Act shall be paid to the Corporation, in return for which the Corporation shall pay the employee their normal net take-home pay (as opposed to regular gross pay).

In the event that an employee was acting in a higher capacity (pursuant to the provisions of Article 4.4) at the time the injury was sustained, then "normal net take-home pay" shall be calculated based upon the rate in effect for the higher capacity class or rank.

ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION

7.1 Procedure

Any difference concerning the interpretation, application, or operation of this Agreement, or concerning any alleged violation, shall be dealt with, without stoppage of work, in the following manner:

- (a) Any dispute arising out of the matters covered by this Agreement shall be taken up with the Deputy Fire Chief within fourteen (14) calendar days of the date the employee became aware of the issue giving rise to the grievance.

If the alleged grievance is not settled with the Deputy Fire Chief within fourteen (14) calendar days, the matter shall be referred to the Fire Chief, who shall arrange for a meeting with the Committee of the Union within ten (10) calendar days from receipt of such request.

- (b) If the alleged grievance is not settled with the Fire Chief within ten (10) calendar days, the matter shall be referred to the Labour Relations Committee of the Corporation, which shall arrange for a meeting with the Committee of the Union within ten (10) calendar days from receipt of such request.
- (c) If no settlement is reached with the Labour Relations Committee of the Corporation within ten (10) calendar days, then the grievance shall be finally and conclusively settled without stoppage of work by submission to a Board of Arbitration.
- (d) Either party shall notify the other in writing of the question(s) to be arbitrated.

A Board of Arbitration shall consist of one (1) person to be mutually appointed by the Corporation and the Union unless either party indicates that they wish a three-person Board of Arbitration, which shall then consist of one (1) person appointed by each party and a chairperson to be mutually agreed by the two (2) appointees. Each party shall bear the expenses of the arbitrator appointed by such party and shall pay half the expenses of the chairperson.

Where the parties are unable to agree on an arbitrator or a chairperson within fourteen (14) calendar days of the referral, either party may apply to the Director, Collective Agreement Arbitration Bureau within the following ninety (90) calendar days to make the appointment.

Within fourteen (14) calendar days following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding on all persons bound by this Agreement.

ARTICLE 8 - OFFICERS' DEVELOPMENT TRAINING AND PROMOTION POLICY

8.1 Purpose (All Divisions)

This program is to provide a pool of Officer candidates for future promotions in the Department to positions covered by the Union's bargaining certificate based on operational requirements and as determined by the Fire Chief.

8.2 Eligibility for Prescribed Officer Development Training Program (Suppression Division)

- (a) Lieutenant:
Candidates who hold the rank of first class firefighter and possess not less than ten (10) years of Suppression Division service are eligible to apply for the prescribed training for the Lieutenant's Pool. The Fire Chief at his discretion may determine that members with less than ten (10) years of Suppression Division service be included in the prescribed training for the Lieutenant's Pool if deemed operationally advantageous.
- (b) Captain:
Eligibility for the prescribed training for inclusion in the Captain's Pool shall be made from employees of the department currently serving as Lieutenants or Lieutenant Pool members. The Fire Chief as his discretion may permit members to consecutively complete the prescribed training for inclusion in the Lieutenant's Pool and Captain's Pool.

8.3 Eligibility for Officers' Pool (Suppression Division)

- (a) Candidates shall be required to undertake written and practical examinations that are so designed to meet the standards of the NFPA 1021 (Proboard of IFSAC accredited) for Fire Officer Professional Qualifications as provided by the Fire Department.
- (b) The Fire Department shall provide the prescribed training/instruction and all candidates shall be advised of the course schedule in advance such that all candidates within any one group shall receive the same instruction.
- (c) Candidates seeking entry into both Officer Pools must successfully complete all components of the Fire Department's Prescribed Officer Development Training Program curriculum.
- (d) Eligibility will be based on Suppression Divisional seniority.

8.4 Pool Standards (Suppression Division)

- (a) Lieutenant's Pool – NFPA Fire Officer I (Proboard or IFSAC accredited)
- (b) Captain's Pool – NFPA Fire Officer II (Proboard or IFSAC accredited)

or equivalent accreditation as determined by the Fire Chief.

8.5 Examination Standards (Suppression Division)

A 'passing grade' for examinations shall be as per the standard set by the accredited agency that provides the certification.

8.6 Adjudication of Examinations (Suppression Division)

Format as determined by the accredited agency.

8.7 Effect of Examination Results (Suppression Division)

- (a) The successful candidates from each class will be included in the Officers' Pool in the order of their Divisional seniority.
- (b) Should any candidate fail to achieve the required passing mark in any of the required courses of instruction within the prescribed program/s, the candidate shall be so informed and provided the opportunity to requalify in the area, or areas, where they were not previously successful within six (6) months.
- (c) Upon successful re-examination, such candidate shall be deemed to have qualified for inclusion in the Officers' Pool without loss of seniority.
- (d) Should a candidate not achieve the required mark in a re-examination, the candidate shall not be included in the respective Officers' Pool and shall be required to take the next scheduled course, or be provided the option to enroll externally on their own time.
- (e) Upon successful re-examination, such candidate will be deemed to have qualified for inclusion in the Officers' Pool without loss of seniority.
- (f) In the event that illness of a candidate, supported by a doctor's note, or other unplanned absence that prevents a candidate from participating/completing any, or all parts of the evaluation, the candidate shall be permitted to complete such evaluation within six (6) calendar months of returning to duty. Upon successful completion of the examination, such candidate shall be deemed to have qualified for inclusion in the Officers' Pool without loss of seniority.
- (g) Promotions to the position of Lieutenant or Captain shall be made from the Officers' Pool(s) in the order in which the candidates are placed in the Pools in accordance with paragraph 8.7(a), (c) and (e), and provided that candidates have a minimum of sixty (60) duty shifts in an acting role. The delay in promotion will not result in a loss in seniority or a candidate being bumped.

8.8 Maintaining Currency/Qualifications Upgrading (Suppression Division)

In order to maintain currency in, and/or to upgrade their qualifications, all serving officers and pool officers, shall be required to take and successfully complete such work-related courses as are designated by the Fire Chief.

8.9 Service in Fire Prevention and Mechanic Divisions

Promotion in the above-named divisions shall be based on seniority and demonstrated ability.

8.10 Overtime to Serving Officers (All Divisions)

All Serving Officers and Pool Officers shall be compensated in accordance with Article 4.6 during their off-duty time for Officer-related training, with the exception of for paragraph 8.7 (d).

ARTICLE 9 - GENERAL PROVISIONS

9.1 Corporation Shall Not Discriminate

The Corporation shall not discriminate against any member of the Union by reason of the Union activities by such members.

9.2 Management Rights

- (a) Subject as heretofore mentioned, the Union shall not collectively or otherwise in any way interfere with or limit the rights of the Corporation to discipline or discharge any employee where sufficient cause can be shown for disciplinary action or discharge.
- (b) All rules, regulations of the Corporation, and instructions issued by the Corporation which are considered to be terms and conditions of employment and which do not conflict with the provisions of this Agreement are affirmed and will continue in force and effect during the currency of this Agreement or any extension thereof.

9.3 Inquests or Inquiries

Whenever any employee, because of their position with the Corporation, is called upon to give evidence in any sort of inquest or inquiry which could or may result in an action against the Corporation, the employee should attend the inquiry assisted by the Municipal Solicitor.

9.4 Other Provisions

The Agreements between the Corporation and the Union contained in the Schedules annexed hereto marked with the letters "A", "B", and "C" form part of this Agreement.

ARTICLE 10 - INDEMNIFICATION

Employees of the City of North Vancouver Fire Department are covered by the terms of City of North Vancouver Indemnification Against Proceedings Bylaw, 2000, No. 7239 as amended from time to time.

SCHEDULE "A"FIRE DEPARTMENT SENIORITY LIST

<u>NAME</u>	<u>DATE OF EMPLOYMENT</u>
Siegmann, Robert	1991 06 03
Bradley, Thomas	1991 06 06
Beckett, Darren	1992 07 28
Dorey, David	1993 08 03
Sheel, John	1995 09 25
Easton, Alan	1999 12 20*
Van Born, Synamon	2000 01 10
Di Spirito, Davide	2001 08 07
Maillie, Duncan	2001 08 07
Polman, Jonathan	2001 08 07
Kelso, Mike	2002 05 06
Hawkshaw, Dave	2002 05 13
Garden, Sandy	2002 06 17
Easton, Stewart	2003 06 13
Shaughnessy, Matt	2003 06 14
Dickson, Scot	2003 06 15
Mackay, Mitch	2003 06 16
Lemanski, Casey	2004 01 05
Danks, Glenn	2005 04 25
Bovill, Joe	2005 05 02
Cullen, Rory	2005 05 02
Lentsch, Tyler	2005 05 02
Strubin, Christoph	2005 05 02
Burak, Rob	2005 08 15
Stevenson, Mark	2006 07 31
Sommers, John	2006 09 25
Ashley, Jim	2008 11 12
Curtin, Mark	2008 11 12
Harrison, Alex	2008 11 12
Kilmartin, Taylor	2011 07 04
Nelson, Laine	2011 10 31
Bartleman, Adam	2012 01 09
Hallaway, Mark	2012 01 09
Tang, Bryce	2012 01 09
Ward, Alexander	2012 01 09
Townsend, Trevor	2012 06 18
Farrally, Mark	2013 01 07
Roberts, Allen	2013 01 07
Bosa, Sean	2013 02 25

SCHEDULE "A" (cont'd)

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<u>NAME</u>	<u>DATE OF EMPLOYMENT</u>
Vanderhoek, Steven	2013 02 25
Gillespie, Trace	2013 07 02
Waugh, Mike	2013 07 02
Apperley, Michael	2014 01 27
Green, Kevin	2014 01 27
McCutcheon, Jeffrey	2014 04 28
Pacheco, Jay Jay	2014 09 02
Hathaway, Rebecca	2015 01 27
Pichler, Eric	2016 02 01
Vanderhoek, Mark	2016 02 01
Urbani, Joel	2016 02 09
Burgess, Bryan	2016 07 04
Sedun, Sam	2017 01 16
Williams, Mark	2017 01 16
Moore, Jeffrey	2018 04 30
Reynolds, Nico	2019 01 07
Washington, Stuart	2019 01 07
Chambers, Kerry	2019 05 13
Newbery, Brett	2019 05 13
Schell, Cedric	2019 05 13
McGee, Alan	2019 07 02
Vanier, Jordan	2019 07 22
Corcoran, Riley	2020 02 03
Fox, Ryan	2020 02 03
Guolo, Cole	2020 02 03
Michaud, Jesse	2021 07 27

* The dates noted are when the employee started with the Fire Department (IAFF) not when they started with the City/Corporation.

SCHEDULE "B"

CITY OF NORTH VANCOUVER

AND

NORTH VANCOUVER FIREFIGHTERS' ASSOCIATION, LOCAL 296,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

MONTHLY SALARIES EFFECTIVE

2020 JANUARY 01 - 2021 DECEMBER 31

Key: A = 2020 January 01 – 2020 December 31
B = 2021 January 01 – 2021 December 31

Class Title	Index	Monthly Rates	
		A	B
Captain*	122	10613	10879
Lieutenant*	112	9743	9987
Firefighter			
- 1 st 6 months	70	5912	6060
- 2 nd 6 months	75	6335	6493
- 2 nd year	80	6757	6926
- 3 rd year	90	7601	7791
- 4 th year	100	8446	8657
- 11 th year**	103	8699	8917
- 15 th year + and ++	106	8953	9176
Captain—Training Officer*	122	10613	10879
Fire Prevention Officer (Captain)*	122	10613	10879
Fire Prevention Officer (Lieutenant)*	112	9743	9987
Emergency Vehicle Technician			
1 st year***	90	7601	7791
2 nd – 10 th year***	100	8446	8657
11 th – 14 th year***	103	8699	8917
15 th year***	106	8953	9176

Fire Prevention Inspector - Grades as per Firefighter

- * Captain, Captain-Training Officer, Lieutenant, and Fire Prevention Officer indexes are based on the 11th year Firefighter rate. The remainder are based on the 4th year Firefighter rate.
- ** Rate effective January 1st of the 11th calendar year of service.
- *** Emergency Vehicle Technician indexes are based on the 4th year Firefighter rate.
- + Based on the 4th year firefighter rate.
- ++ Rate effective January 1st of the 15th calendar year of service.

SCHEDULE "C"NOTES TO SALARY SCHEDULE

1. The rate(s) for Firefighters above and below the 4th year rate shall have the following differentials based upon the 4th year Firefighter rate:

Firefighter	- 1st 6 months	70%
	- 2nd 6 months	75%
	- 2nd year	80%
	- 3rd year	90%
	- after 11th year	103%
	- after 15th year	106%

Fire Prevention Inspector - grades as per Firefighter.

2. The rate(s) for an 11 year Firefighter shall form the basis for all other rates in accordance with the following differentials, as set forth below:

Captain	122%
Captain-Training Officer	122%
Fire Prevention Officer (Captain)	122%
Fire Prevention Officer (Lieutenant)	112%
Lieutenant	112%

3. The rate(s) for the Emergency Vehicle Technician shall have the following differentials based upon the 4th year firefighter rate:

1st year	90%
2nd – 10th year	100%
11th – 14th year	103%
15th year	106%