2020 - 2021

COLLECTIVE AGREEMENT

between the

CITY OF PITT MEADOWS

and the

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 4810

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COLLECTIVE AGREEMENT

BETWEEN THE:

CITY OF PITT MEADOWS

(hereinafter called the "Employer")

PARTY OF THE FIRST PART;

AND THE:

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 4810

(hereinafter called the "Union")

PARTY OF THE SECOND PART.

PREAMBLE

The City of Pitt Meadows is an Employer within the meaning of the Labour Relations Code;

The Union is certified by the Labour Relations Board to represent fire protection personnel 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 two (2) years, with effect from and including 2020 January 01 to and including 2021 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 both parties 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 of the Pitt Meadows Fire and Rescue Services except the Fire Chief, Deputy Chief(s), Assistant Fire Chief(s), paid on call firefighters or clerical staff. Specifically, 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. <u>UNION SECURITY</u>

- (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" <u>attached</u> 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. <u>ACTING PAY</u>

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. <u>TEMPORARY OUT-OF-SCOPE ASSIGNMENT</u>

Where an employee is temporarily assigned to a position outside the scope of this Collective Agreement, the employee shall be paid at the lowest salary step of the senior position which provides a minimum increase of ten percent (10%) over the employee's regular rate of pay, provided however, that the rate shall not exceed the top salary step of the senior position.

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 fifteen (15) 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.
- (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, his or her 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 commencement of the probation period.

(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. Where an employee is absent for an accumulated total of fifteen (15) or more working days during the trial period, the Employer may extend the trial period by the total number of days the employee was absent. In the event an employee, during the first three (3) months of their trial period, requests, they may be returned to their former position.

8. <u>SENIORITY</u>

- (a) Seniority shall be defined as the length of full-time employment as an employee in the City of Pitt Meadows Fire and Rescue Services and employees shall acquire seniority retroactive to the date of employment, upon completion of the Probationary Period as outlined in Article 7. Employees shall have no seniority rights during the Probationary Period.
- (b) In cases where two (2) or more employees are engaged on the same date, the order of seniority shall be determined by the Fire Chief based on the employee's previous service with Pitt Meadows Fire and Rescue Services. In the case of multiple employees being hired on the same day and having the same prior service with the Fire and Rescue Services, seniority will be determined by the employee's rating during the selection process, giving the employee with the highest rating the higher seniority.
- (c) Effective 2021 June 4, the Employer will maintain and update the Seniority List, and provide a copy of the Seniority List annually to the Union.

9. 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 City of Pitt Meadows Fire and Rescue Services shall be the determining factor.

POSTINGS

Effective 2021 June 4, any new or vacant full-time position that the Employer intends to fill, shall be posted for a minimum of seven (7) calendar days. The posting shall include relevant details, as determined by the Employer, regarding the position including required qualifications, duties and anticipated hours of work.

11. HOURS OF WORK

11.01 Hours of Work

Hours of work shall be forty (40) hours per week. Employees will normally work Monday to Friday from 0830 to 1630 with a thirty (30) minute paid lunch break and a fifteen (15) minute rest period in the first and second half of each shift. In the event of a requirement to temporarily modify an employees' work schedule they shall be provided ten (10) days' notice of the temporary modification unless there is mutual agreement between the Employer and the employee to a notice period of less than ten (10) days.

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 (1%) times 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 (1%) times the employee's regular rate of pay.

11.03 Overtime

Effective 2021 June 4, an employee who is required to work overtime of fifteen (15) minutes or more in excess of and immediately preceding or following the completion of the employee's regular duty shift shall be paid at one and one-half ($1\frac{1}{2}$) times the regular hourly rate of the employee for the first two (2) hours, and two (2) times the regular hourly rate of the employee for all overtime hours worked beyond two (2) hours, with a minimum payment of one-half ($\frac{1}{2}$) hour, such calculation to include the fifteen (15) minute trigger period, and compensated in fifteen (15) minute increments.

11.04 Emergency Callouts

Except as provided in Articles 11.02 and 11.03, an employee reporting for work at the call of the Employer in response to an emergency alarm, shall be paid at the rate of two (2) times 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 (2) times 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 (½) hour. The three (3) hour minimum includes the paid travel time.

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 (3) times 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.

12. BENEFITS

12.01 <u>Medical Services Plan of B.C.</u>

Each full-time employee who is eligible for enrolment in the Medical Services Plan of B.C. shall be entitled to coverage under the plan effective the first day of the calendar month following the date of employment.

12.02 Extended Health Benefits Plan

Each full-time employee who is eligible for enrolment in the Extended Health Benefits Plan shall be enrolled under the plan commencing on the first day of the calendar month following the date of employment. The Extended Health Benefits Plan coverage is subject to the provisions of the Plan.

The Extended Health Care Plan has a lifetime maximum of one million dollars (\$1,000,000.00) per person, an annual deductible of one hundred dollars (\$100.00), and includes, among other benefits, coverage for vision care with a maximum payable of four hundred and fifty dollars (\$450.00) (including coverage for laser eye surgery), per person in a twenty-four (24) month period, eye exams payable at one hundred dollars (\$100.00) per person in a twenty-four (24) month period, hearing aids at four hundred dollars (\$400.00) per person in a twenty-four (24) month period, diabetic equipment and supplies, orthopedic shoes, and ostomy. The plan also includes total coverage of up to seven hundred and fifty dollars (\$750.00) per person per calendar year for Massage and Physiotherapy combined; seven hundred and fifty dollars (\$750.00) per person per calendar year for chiropracty and naturopathy combined and three hundred and fifty dollars (\$350.00) per person per calendar year for acupuncture., and, effective 2021 June 4, five hundred dollars (\$500.00) per person per calendar year for psychological services.

12.03 Dental Plan

Each full-time employee who is eligible for enrolment in the Dental Plan shall be enrolled under the plan commencing on the first day of the calendar month following the date of employment. Dental plan coverage is subject to the provisions of the Plan.

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 sixty percent (60%) of the approved schedule of fees.
- (c) Orthodontics (Plan 'C') The Plan will pay for sixty percent (60%) of the approved schedule of fees to a lifetime maximum of four thousand dollars (\$4,000.00) per eligible person covered.

12.04 Group Life Insurance

Each full-time employee who is eligible for enrolment in the Group Life Insurance Plan shall be enrolled under the plan effective the first day of the calendar month following the date of employment. The Group Life Insurance benefit shall have a coverage level of two times (2X) the employee's annual salary, rounded to the next highest thousand dollars (\$1,000) and is subject to the provisions of the Plan.

12.05 Long Term Disability

Each full-time employee who is eligible for enrolment in the Long Term Disability Plan shall be enrolled under the Plan in accordance with the rules of the Plan.

12.06 Participation

Employees are not required to participate in the Benefits Plans in Articles 12.01 to 12.03 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 12.04 and 12.05 is mandatory for all employees.

12.07 Premiums

The Employer will pay one hundred percent (100%) of the premiums for the Medical, Extended Health, Dental, and Group Life plans in Article 12.01 - 12.04 above. The employees will pay one hundred percent (100%) of the premiums for the Long Term Disability Plan in Article 12.05 above.

12.08 Accumulated Sick Leave

- (a) (1) An employee shall earn sick leave credits on the basis of twelve (12) hours per calendar month effective from the completion of their Probationary Period to a maximum accumulation of two thousand and eighty (2,080) hours. Where Sick Leave credits are earned for less than a full calendar month, the 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.
 - (4) An employee who is unable to report to work due to illness shall notify their supervisor prior to the beginning of each shift.
 - (5) Employees shall not earn sick leave credits while absent on any unpaid leave of absence. Sick leave credits earned by an employee who is absent on Sick Leave shall not be credited to the employee unless the employee returns to work for at least forty (40) consecutive working hours.

(b) Any person requesting sick leave with pay under 12.08(a) or sick leave without pay may be required to produce a certificate from a duly qualified physician licensed to practice in the Province of British Columbia certifying that such person is unable to carry out their assigned duties due to illness. 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 Medical Assessment Form 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 party shall be obliged in the event such employee undertakes an action or makes a claim for recovery of damages against the third party, to seek recovery of the cost of continuation of wages and benefits, and shall be obliged to reimburse the Employer to the extent the employee succeeds in recovering lost wages and benefits less the proportionate cost of legal fees. The Employer 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.

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.

12.10 Workers' Compensation

- (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 therefor 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 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. "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 (c)(i) above.
- (d) Where an employee becomes entitled to Workers' Compensation and payment is not made for the first day or part day, such day or part day shall be paid by the Employer.

13. ANNUAL VACATION

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

- (a) employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act;
- (b) in the first part calendar year of service, vacation will be granted on the basis of one-twelfth $(^{1}/_{12})$ of fifteen (15) calendar days for each month or portion of a month greater than one-half $(\frac{1}{2})$ worked by 31 December;
- (c) during the second (2nd) calendar year of service fifteen (15) calendar days;
- (d) during the third (3rd) up to and including the tenth (10th) calendar year of service twenty-two (22) calendar days;
- (e) during the eleventh (11th) up to and including the twenty-third (23rd) calendar year of service except during the twenty-first (21st) calendar year of service twenty-nine (29) calendar days;
- (f) during the twenty-first (21st) calendar year of service thirty-six (36) calendar days;
- (g) during the twenty-fourth (24th) and all subsequent years of service thirty-six (36) calendar days.

13.01 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 $(^1/_{12})$ of their vacation entitlement for that year for each month or portion of a month greater than one-half $(^1/_{22})$ worked to the date of termination.
- (b) The Employer may provide pay in lieu of vacation for employees in their first part calendar year of employment.

- (c) In all cases of termination of employment for any reason other than retirement on the Municipal Pension Plan, adjustment will be made for any overpayment of vacation.
- (d) Employees who retire on the Municipal Pension Plan shall be entitled to vacation as follows:
 - (i) If retiring prior to April 1st, they shall receive one-half (½) of their usual annual vacation;
 - (ii) If retiring on or after April 1st, they shall be entitled to their usual annual vacation
- (e) Employees who are absent on unpaid leave of absence shall have their annual vacation pay prorated on the basis of the total time absent.
- (f) For the purposes of this Agreement "calendar year" means the twelve (12) month period from January 01 to December 31 inclusive.
- (g) All annual vacation requests will be scheduled subject to operational requirements and approval of the Fire Chief or designate.
- (h) Vacation accrual is to be taken in time off on an annual basis. A maximum of two (2) weeks' vacation entitlement in any one year may be carried forward to the following year. Any vacation entitlement carried forward under this provision will not be allowed to be carried beyond one (1) year and may be scheduled for the employee or paid in cash at the Fire Chief's discretion.

(i) 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 calendar days of vacation divided by three hundred and sixty-five point two-five days (365.25). For the purpose of this adjustment earnings shall exclude annual vacation, bonus payments, refunds and allowance payments.

14. STATUTORY HOLIDAYS

(a) All employees are entitled to the following Statutory Holidays subject to the provisions of this Article:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day

British Columbia Day Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day and any other day declared by City Council or by the Federal or Provincial Governments to be a Statutory Holiday.

- (b) (1) 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 eight (8) hours for each of the Statutory Holidays listed in paragraph (a) except as provided for under paragraph (b)(2).
 - (2) Every employee covered by paragraph (b)(1) shall receive, during the first part calendar year of employment and during the final part calendar year of employment, time off equivalent to eight (8) hours 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 year's Statutory Holiday entitlement.
- (d) Any employee covered by paragraph (b) who is required 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 (1½) times 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 (1½) times rate is comprised of the employee's regular straight time hourly rate plus an additional fifty percent (50%) premium.
- (e) (1) All employees not covered by paragraph (b) shall receive an eight (8) hour 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.
 - 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 (1½) times 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 (1½) times rate is comprised of the employee's regular straight-time hourly rate plus an additional fifty percent (50%) premium.

15. <u>LEAVES</u>

15.01 Bereavement Leave

(a) An employee will be granted Bereavement Leave of up to forty (40) hours without loss of pay in the event of the death of their spouse, child, parent, sister, brother, grandparent-in-law, parent-in-law, sister-in-law, brother-in-law, step-parent, or grandparent.

- (b) Requests for leave under this Article shall be submitted to the Fire Chief.
- (c) An employee who qualifies for Bereavement Leave without loss of pay as referred to herein may be granted such leave when on annual vacation if approved by the Fire Chief. An employee who is absent on sick leave with or without pay or who is absent on WorkSafeBC, shall not be entitled to such Bereavement Leave 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 (½) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered herein.

15.02 Maternity and Parental Leave

(a) <u>Length of Leave</u>

(1) <u>Birth Mother</u>

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.

(2) <u>Birth Father and Adoptive Parent</u>

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.

(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) 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.
- (4) 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.
- (5) 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 prorated 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 his or her intention to return to work pursuant to paragraph (b)(3) 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) <u>Benefits</u>

(1) MSP, Dental, EHB, and Group 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.
- (2) Pension contributions will cease during the period of the leave. If an employee is eligible to buy back this service, and chooses to buy it back, the buyback will occur in accordance with the Municipal Pension Plan Rules.

(f) Supplementary Employment Insurance Benefits

- (1) 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.
- (2) 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.
- (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:
 - (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.
- (5) 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.
- (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 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 two (2) official representatives of the Union may be granted leave of absence without loss of pay for the purpose of collective bargaining with the Employer.

15.04 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 approved by the Employer. Such approval shall not be withheld unjustly. 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.

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 in accordance with Article 11. 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. <u>LAYOFF AND RECALL</u>

(a) <u>Layoffs</u>

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 fourteen (14) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work during the fourteen (14) calendar days 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) <u>Seniority</u>

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 date the employee became aware of or ought to have become aware 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 or designate within ten (10) calendar days of being made aware of the supervisor's response in paragraph (a). The Fire Chief shall provide a written response within ten (10) 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 Chief Administrative Officer or designate within fourteen (14) calendar days of receipt of the Fire Chief's response. The Chief Administrative Officer 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 Chief Administrative Officer 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) <u>Policy Grievance</u> - where a dispute involving a question of general application or interpretation occurs, it shall be submitted at Step 1 of this Article.

<u>Suspension or Dismissal</u> – 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) <u>Arbitration</u>

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 (2) 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 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 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. 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.

21. UNIFORMS

- (a) The Employer shall provide employees with the following::
 - (i) at date of hire and replace annually: five (5) station uniform shirts with an option of short or long sleeve, two (2) pairs of station pants, one (1) pair of station boots, two (2) t-shirts and one (1) job shirt;
 - (ii) at date of hire and replaced on an as needed basis: one (1) three-season Station Jacket (style to be determined by Employer and Union to meet current needs and available options), one (1) belt/buckle, one (1) dress tunic, one (1) dress pants, one (1) dress light blue shirt, two (2) ties, one (1) dress uniform cap and badge and uniform dress shoes.

- (iii) Effective 2021 June 4, the Fire Chief will develop a replacement uniform program in consultation with the Union as an alternative to (a)(i) and (a)(ii) above. The program will provide greater flexibility for the employees and maintain or reduce uniform replacement costs.
- (b) The Employer shall provide for cleaning of uniform items employees are required to wear at work.

22. JOINT LABOUR-MANAGEMENT COMMITTEE

- (a) A Joint Labour-Management Committee shall be established comprised of not more than two (2) representatives appointed by the Employer and not more than two (2) 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 bi-monthly basis unless otherwise agreed to by the parties. Minutes of each bi-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.

23. BULLETIN BOARDS

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

24. INDEMNIFICATION

Employees of the City of Pitt Meadows Fire Department are covered by the terms of the Indemnification Bylaw #2574 as amended from time to time.

25. LIVING BOUNDARIES

Effective 2021 June 4, all employees must live within the living boundaries set out in an Operating Guideline.

DATED at Pitt Meadows, British Columbia, this <u>4th</u>	_ day of
CITY OF PITT MEADOWS:	INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 4810:
"Nicole MacDonald"	"Brent Hannah"
MAYOR	
"Kate Barchard"	"Mark Davies"
MUNICIPAL CLERK	

SCHEDULE "A"

RATES OF PAY

THE CITY OF PITT MEADOWS AND LOCAL 4810 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

Effective 2020 January 01 – 2021 December 31

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

		Effective			
Class Title	Index	Date	Monthly	Bi-Weekly	Hourly
Firefighter					
1 st 6 months	70%	A B	5912 6060	2719.31 2787.38	33.99 34.84
2 nd 6 months	75%	A B	6335 6493	2913.87 2986.55	36.42 37.33
2 nd year	80%	A B	6757 6926	3107.98 3185.71	38.85 39.82
3 rd year	90%	A B	7601 7791	3496.19 3583.58	43.70 44.79

SCHEDULE "A" (cont'd) Page 2

Key: A = Effective 2020 January 01 – December 31

B = Effective 2021 January 01 – December 31

Class Title	Index	Effective Date	Monthly	Bi-Weekly	Hourly
4 th year	100%	А В	8446 8657	3884.86 3981.91	48.56 49.77
10 th year (on completion of the employee's 10 th year of service)	102%	А В			
10 th year (on completion of the employee's 10 th year of service) (effective 2021 June 4)	103%	A B	- 8917	- 4101.50	- 51.27
Lieutenant (effective 2021 June 4)	112%	A B	- 9987	- 4593.66	- 57.42
Captain *	122%	A B	10613 10879	4881.60 5003.95	61.02 62.55

^{*} These positions use the 10th year Firefighter rate as a base. The remainder are based on the 4th year Firefighter rate.

APPENDIX "A"

LETTER OF UNDERSTANDING

between the

<u>CITY OF PITT MEADOWS</u> (hereinafter called "the Employer")

and the

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS PITT MEADOWS FIREFIGHTERS' UNION, LOCAL 4810 (hereinafter called "the Union")

(Collectively called "the Parties")

HOURS OF DUTY

It is agreed between the Employer and the Union that this Letter of Understanding shall apply to employees assigned to work a 4-day on 4-day off schedule and be appended to form part of the Collective Agreement between the parties, and that with respect to the issues of Hours of Work, Vacation, Statutory Holidays, and Rates of Pay, the terms and conditions contained herein shall take precedence over any related provision in the body of the Collective Agreement. This Letter of Understanding shall be in full force during the term of the Collective Agreement, and during the period of collective bargaining between the parties for a renewal of the Collective Agreement.

A. HOURS OF WORK

The Parties agree that the following shall apply in place of Article 11.01 – Hours of Work in the Collective Agreement:

- 1. The employees working a 4-day on 4-day off schedule shall work an average of forty-two (42) hours per week.
- 2. The average of forty-two (42) hours is achieved over a fifty-six (56) day cycle.
- 3. The Fire Chief shall establish the shift schedules which may be amended from time to time.

B. ANNUAL VACATION

The Parties agree that the following shall apply for the calendar year of 2019 and all subsequent calendar years in place of Article 13 – Annual Vacation and 13.01 – General in the Collective Agreement:

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

- (b) in the first part calendar year of service, vacation will be granted on the basis of 1/12th (one-twelfth) of nine (9) duty shifts for each month or portion of a month greater than ½ (one-half) worked by 31 December;
- (c) during the second (2nd) calendar year of service nine (9) duty shifts;
- (d) during the third (3rd) up to and including the tenth (10th) calendar year of service thirteen (13) duty shifts;
- (e) during the eleventh (11th) up to and including the twenty-third (23rd) calendar year of service except during the twenty-first (21st) calendar year of service seventeen (17) duty shifts;
- (f) during the twenty-first (21st) calendar year of service twenty-one (21) duty shifts; and
- (g) during the twenty-fourth (24th) and all subsequent years of service twenty-one (21)

(h) 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 (1/12) of their vacation entitlement for that year for each month or portion of a month greater than one-half (½) worked to the date of termination.
- (b) The Employer may provide pay in lieu of vacation for employees in their first part calendar year of employment.
- (c) In all cases of termination of employment for any reason other than retirement on the Municipal Pension Plan, adjustment will be made for any overpayment of vacation.
- (d) Employees who retire on the Municipal Pension Plan shall be entitled to vacation as follows:
 - (1) If retiring prior to April 1st, they shall receive ½ of their usual annual vacation;
 - (2) If retiring on or after April 1st, they shall be entitled to their usual annual vacation.
- (e) Employees who are absent on unpaid leave of absence shall have their annual vacation pay prorated on the basis of the total time absent.
- (f) For the purposes of this Agreement "calendar year" means the twelve-month period from January 01 to December 31 inclusive.
- (g) All annual vacation requests will be scheduled subject to operational requirements and approval of the Fire Chief or designate.

Vacation shall be scheduled in blocks of four (4) shifts at a time. Allocations of less than a four (4) shift block of vacation shall not be pre-scheduled during annual vacation picks. These days shall be scheduled at a time mutually agreed upon between the Employer and the employee.

(h) Vacation accrual is to be taken in time off on an annual basis. A maximum of ninety-six (96) hours vacation entitlement in any one year may be carried forward to the following year. Any vacation entitlement carried forward under this provision will not be allowed to be carried beyond one (1) year and may be scheduled for the employee or paid in cash at the Fire Chief's discretion.

(i) <u>Vacation Pay Adjustment</u>

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 divided by one hundred and eighty-two (182). For the purpose of this adjustment earnings shall exclude annual vacation, bonus payments, refunds and allowance payments.

C. STATUTORY HOLIDAYS

The Parties agree that the following shall apply for the calendar year of 2019 and all subsequent calendar years in place of Article 14 – Statutory Holidays in the Collective Agreement:

(a) All employees are entitled to the following Statutory Holidays subject to the provisions of this Article:

New Year's Day British Columbia Day

Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

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

- (b) (1) 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) Every employee covered by paragraph (b)(1) shall receive, during the first 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 year's Statutory Holiday entitlement.
- (d) Any employee covered by paragraph (b) who is required 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 (1½) times 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 (1½) times rate is comprised of the employee's regular straight time hourly rate plus an additional fifty percent (50%) premium.

D. SICK LEAVE

(a) Accumulated Sick Leave

An employee shall earn sick leave credits on the basis of twelve (12) hours per calendar month effective from the completion of their Probationary Period to a maximum accumulation of two thousand on-hundred and eighty-four (2,184) hours. Where Sick Leave credits are earned for less than a full calendar month, the credit shall be prorated.

(b) Family Illness

In case of illness of an immediate member of the family of an employee living in the home where no one is at home other than the employee who can provide for the needs of the ill person, the employee shall be entitled, after notifying the Fire Chief, to use a maximum of two (2) accumulated sick leave days per calendar year for this purpose. However, the Employer may require proof of illness in case of illness of an immediate member of the family of an employee.

E. SCHEDULE "A"

The Parties agree that the following shall apply in place of Schedule "A" in the Collective Agreement:

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

Class Title	<u>Index</u>	Effective Date	<u>Monthly</u>	<u>Biweekly</u>	<u>Hourly</u>
Fire Safety Technician					
1st 6 months	70%	Α	5912	2719.31	32.37
		В	6060	2787.38	33.18
2nd 6 months	75%	Α	6335	2913.87	34.69
		В	6493	2986.55	35.55

APPENDIX "A" – HOURS OF DUTY (cont'd)

2nd year	80%	Α	6757	3107.98	37.00
		В	6926	3185.71	37.93
3rd year	90%	Α	7601	3496.19	41.62
		В	7791	3583.58	42.66
4th year	100%	Α	8446	3884.86	46.25
		В	8657	3981.91	47.40
10th year (on the completion of the employee's 10 th year of service)	103%	Α	8699	4001.23	47.63
		В	8917	4101.50	48.83
Lieutenant*	112%	Α	9743	4481.43	53.35
		В	9987	4593.66	54.69
Captain*	122%	Α	10613	4881.60	58.11
		В	10879	5003.95	59.57

^{*}These positions use the 10^{th} Year Fire Safety Technician rate as a base. The remainder are based on the 4^{th} year Fire Safety Technician rate.

Dated on this <u>31</u> day of <u>May</u> 2021, in t	the City of Pitt Meadows.		
SIGNED ON BEHALF OF THE EMPLOYER:	SIGNED ON BEHALF OF THE UNION:		
"Mike Larsson"	"Brent Hannah"		
Mike Larsson – Fire Chief	Brent Hannah - President		
"Stephanie St. Jean"	"Mark Davies"		
Stephanie St. Jean – Director of Human Resources	Mark Davies – Vice President		

APPENDIX "B"

LETTER OF UNDERSTANDING

between the

<u>CITY OF PITT MEADOWS</u> (hereinafter called "the Employer")

and the

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS PITT MEADOWS FIREFIGHTERS' UNION, LOCAL 4810 (hereinafter called "the Union")

EXTRA SHIFTS

This Letter of Understanding is effective on the date signed below and can only be terminated by mutual agreement.

The Employer and the Union agree that when the Employer determines that a shift requires backfilling, the following will apply:

- (1) In the case of shift backfill due to a scheduled vacation, a statutory holiday, a long term disability, or an approved WorkSafeBC claim of an employee, the Employer will give the employees in the bargaining unit a choice to cover the shift subject to the following:
 - (a) All backfill shifts shall be paid at the special rate of one times (1X) the employee's regular hourly rate of the employee and shall receive the rate of pay for all hours worked subject to a minimum payment of four (4) hours.
 - (b) Employees shall not be required to work backfill at the special rate of one times (1X) the employee's regular hourly rate; all backfill shifts shall be voluntary.
 - (c) An employee cannot work a backfill shift created by their own absence.
 - (d) Backfill shifts cannot result in an employee working 24 consecutive hours; and shall not result in an employee working more than six (6) consecutive days.
 - (e) Once an employee commits to shift backfill coverage, this commitment is considered to be the same as a regularly scheduled work shift with the associated expectation for attendance.
 - (f) Should there be no employees available or willing to backfill scheduled shifts, the Employer may backfill shifts with the Employer's qualified paid on call (POC) firefighters.

<u>APPENDIX "B" – EXTRA SHIFTS</u> (cont'd)

Page 2

(2) Nothing in this letter prevents the Employer from requiring an employee to work overtime, an extra shift, or a callout shift as described in the Collective Agreement; in which case, the terms and conditions, and the appropriate rates of pay contained in the Collective Agreement will apply.

Dated on this <u>31</u> day of <u>May</u> 2021, in	the City of Pitt Meadows.		
SIGNED ON BEHALF OF THE EMPLOYER:	SIGNED ON BEHALF OF THE UNION:		
"Mike Larsson"	"Brent Hannah"		
Mike Larsson – Fire Chief	Brent Hannah - President		
"Stephanie St. Jean"	"Mark Davies"		
Stephanie St. Jean – Director of Human Resources	Mark Davies – Vice President		

APPENDIX "C"

LETTER OF UNDERSTANDING

between the

<u>CITY OF PITT MEADOWS</u> (hereinafter called "the Employer")

and the

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS PITT MEADOWS FIREFIGHTERS' UNION, LOCAL 4810 (hereinafter called "the Union")

VOLUNTARY EXTRA DUTY

This Letter of Understanding is effective the date of ratification of the Memorandum of Agreement which establishes the 2020-2021 Collective Agreement.

All terms of the 2020-2021 Collective Agreement remain in effect except as varied below.

- In the Event an employee voluntarily responds to a callout, attends training, delivers training, or
 public education, the employee will be compensated at the special rate of one (1) times the
 greater of the employee's hourly rate of pay under the Collective Agreement or the hourly rate
 of pay for the rank the employee holds in the paid call system for the hours worked. Employees
 shall be paid for the greater of the same duration of time as the paid-on-call firefighters or one
 (1) hour.
- 2. Nothing in this Letter of Understanding prevents the Employer from requiring an employee to work overtime, an extra shift or a callout shift as described in the Collective Agreement in which case the terms and conditions and the appropriate rates of pay contained in the Collective Agreement will apply.
- 3. All employees will be required to annually attend two (2) training days separate from their regular duty schedule. The employer will post the training dates prior to employees submitting their annual vacation requests and no requests for vacation will be granted during these dates. These two (2) training days are required by all employees annually and shall be compensated at the special rate of one (1) times the employee's hourly rate of pay.
- 4. This Letter of Understanding will remain in effect until written notice to cancel the Letter is served by either party during a period of collective bargaining.

Dated on this 31 day of May 2021, in the City of Pitt Meadows.	
SIGNED ON BEHALF OF THE EMPLOYER:	SIGNED ON BEHALF OF THE UNION:
"Mike Larsson"	"Brent Hannah"
Mike Larsson – Fire Chief	Brent Hannah - President
"Stephanie St. Jean"	"Mark Davies"
Stephanie St. Jean – Director of Human	Mark Davies – Vice President
Resources	

APPENDIX "D"

LETTER OF UNDERSTANDING

between the

<u>CITY OF PITT MEADOWS</u> (hereinafter called "the Employer")

and the

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS PITT MEADOWS FIREFIGHTERS' UNION, LOCAL 4810 (hereinafter called "the Union")

OFFICER STRUCTURE

This Letter of Understanding is effective on the date signed below and can only be terminated by mutual agreement.

PART A

- (1) Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer will establish a Lieutenant classification within the bargaining unit to be included in Schedule "A" as "Lieutenant*" at a rank index of 112% of the 10th year Fire Safety Technician. Lieutenant positions shall be posted in accordance with Articles 9 and 10 of the collective agreement.
- (2) Lieutenant positions will provide Officer leadership until such time as the Department's organization structure has progressed to a four (4) person per shift, twenty-four (24) hours per day, seven (7) days per week staffing model.
- (3) When the Department's organization structure has progressed to a four (4) person per shift, twenty-four (24) hours per day, seven (7) days per week staffing model, the Captain positions will be posted in accordance with Articles 9 and 10 of the collective agreement, and the Fire Chief will direct that Captains provide the Officer leadership and replace the Lieutenant positions.
- (4) Exempt Chief Officers will provide direction and leadership where no qualified bargaining unit Officer is available and on shift.

PART B

- (1) Nothing in this Letter of Understanding in any way restricts the Employer's right to maintain and/or establish Exempt Chief Officer positions.
- (2) Nothing in this Letter of Understanding in any way restricts the Employer's right to establish or eliminate Lieutenant and/or Captain positions.

<u> APPENDIX "D" – OFFICER STRUCTURE</u> (cont'd)	Page 2
Dated on this <u>31</u> day of <u>May</u> 2021, in	the City of Pitt Meadows.
SIGNED ON BEHALF OF THE EMPLOYER:	SIGNED ON BEHALF OF THE UNION:
"Mike Larsson"	"Brent Hannah"
Mike Larsson – Fire Chief	Brent Hannah - President
"Stephanie St. Jean"	"Mark Davies"
Stephanie St. Jean – Director of Human	Mark Davies – Vice President
Resources	