

COLLECTIVE AGREEMENT

THE CORPORATION OF THE CITY OF VICTORIA

AND

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL NO. 730

JANUARY 1, 2004 – DECEMBER 31, 2006

INDEX

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AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 730

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COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA,
(hereinafter called the "City")

OF THE FIRST PART

AND:

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 730
(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 City recognizes the Union as the exclusive bargaining agent of the employees of the Fire Department;

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

ARTICLE 1 - DEFINITIONS

- 1.01 "City" shall mean the Corporation of the City of Victoria.
- 1.02 "Council" shall mean the City Council of the City.
- 1.03 "Employee": for the purposes of this Agreement, employees shall be divided into three (3) classes; namely:
- (a) Probationary Employee: One who is being paid at a monthly rate and filling a permanent position but who is fulfilling their probationary period towards permanency.
 - (b) Permanent Employee: One who has been in the service of the City's Fire Department continuously for a period of six (6) months and has been confirmed by the City Manager on the recommendation of the Fire Chief.
 - (c) Casual Employee: One who is not a permanent employee but employed for a determined or determinable period of time.
- 1.04 Wherever the singular or masculine is used throughout this Agreement the same shall be construed as meaning the plural or the feminine where the context or the parties hereto so require.

ARTICLE 2 - TERM OF AGREEMENT

2.01 This Agreement shall be in effect from and including January 1, **2004**, to and including December 31, **2006**, and shall continue in effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

Subsection 50(2) and 50(3) of the Labour Relations Code shall be specifically excluded from and shall not be applicable to the new collective agreement.

2.02 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect, until the Union shall give notice of strike and such strike has been implemented, or the City shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

2.03 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 Union at 1234 Yates Street, Victoria, B.C. V8V 3M8; and in the case of notice to the City, if delivered or mailed in the same manner to the Manager, Greater Victoria Labour Relations Association, Suite 330 - 2950 Douglas Street, Victoria, B.C., V8T 4N4.

ARTICLE 3 - CONTACT BETWEEN PARTIES

3.01 The method of contact between the parties to this Agreement shall be by the Union through the City Manager, and by the City through the Secretary of the Union, except as provided in Section 2.03 herein.

ARTICLE 4 - CERTIFICATE OF HEALTH AND PHYSICAL TRAINING

4.01 New employees shall furnish to the **Chief of the Fire Department** a certificate of approval from a physician or the Medical Health Officer regarding their health.

4.02 There shall be established a Physical Training Programme Committee consisting of three (3) appointees of each of the Union and the City, for the purpose of implementing a physical training programme covering members of the bargaining unit, as recommended by the Committee.

ARTICLE 5 - UNION SECURITY

5.01 All employees of the Fire Department within the jurisdiction of the Union shall become and remain members of the Union, and all future employees shall, if acceptable to the Union, join the Union after three (3) months' continuous employment, as a condition of continued employment.

5.02 Notwithstanding the foregoing, all employees shall commence paying union dues from their initial date of hire.

ARTICLE 6 - PROMOTIONS

6.01 Promotions will be in accordance with Schedules "B" and "D" attached to this Agreement.

ARTICLE 7 - SENIORITY

7.01 Seniority will date from the first day of service with the Fire Department, provided there is continuity of service.

7.02 Schedule "C" attached hereto shall form part of this Agreement and shall show the seniority of the members covered by this Agreement. The placement of a new employee at the bottom of the seniority list shall occur automatically at the time said employee becomes a permanent employee. In cases of multiple hiring of employees occurring on one date, the order that persons are ranked in the eligibility list as of the date of hire shall determine their rank on the seniority list. The City shall provide this list to the Union upon request, but in no event less often than once each calendar year. **(An employee's date of birth, for privacy reasons, shall not appear on the seniority list, however, upon request the Union shall be provided with the listing of their member's dates of birth.)**

7.03 Seniority shall govern layoffs, and when the Fire Department is engaging additional employees, the rehiring shall be done in the inverse order to layoffs, subject to the following conditions:

(a) An employee shall retain recall rights from the date of layoff for a period of time equal to their length of continuous employment with the Fire Department immediately preceding such layoff.

(b) An employee on layoff under Subsection 7.03(a) above for twelve (12) or more months shall:

(i) produce a medical certificate certifying the employee's physical and mental fitness to perform the duties required by the City, and

(ii) satisfy the Chief of the Department, at the time of recall, that the employee has the qualifications to perform the duties of the rank and position in which the employee was laid off and/or that the employee acquires the necessary knowledge and competence in their new position the employee shall be assigned to steady day shift (8 hours) for purposes of training. After satisfactory completion of such training the employee shall be assigned to a normal working shift. If satisfactory completion of such training is not achieved, such recalled employee shall be deemed to be a newly hired employee and the provisions of Section 8:01, Probationary Fire Fighter, shall apply.

7.04 No member of the Fire Suppression Division shall be assigned to duty in the Fire Prevention Division for a period in excess of three (3) continuous years.

7.05 In the event that sickness or injury of a member makes it desirable for him to serve in the Fire Prevention Division, Alarm or Mechanical Divisions in excess of a three (3) year period, such extended service may be authorized by the City, although such continued service shall result in discontinuation of seniority for the purpose of promotion in the Fire Suppression Division.

7.06 (a) Drivers

- (i) Twenty-four (24) employees (six (6) per platoon) assigned in order of seniority from the Fire Suppression non-officer ranks, who are holders of valid and current credentials shall be assigned to operate the fire suppression vehicles.**
- (ii) As a condition of employment, an employee hired after January 1, 1996, shall have and maintain a valid "Class 3" drivers license with an "air brake" endorsement.**
- (iii) Notwithstanding the foregoing, after making representations to the Fire Chief based on reasonable grounds, and with agreement of the Chief, an employee with ten (10) or more years of service may be exempted from the requirement to maintain such a license with the "air brake" endorsement.**

(b) First Aiders

Sixteen (16) employees (four (4) per platoon) assigned in order of seniority from the Fire Suppression non-officer ranks by the Chief of the Department who are holders of valid and current First Aid Certification shall be the designated instructors for educating, promoting, and facilitating training of first aid and health matters to other employees of the department.

- (i) As a condition of employment, an employee hired after January 1, 1996, shall have and maintain a valid Occupational First Aid Certificate, Level II or equivalent (First Responder Level 3).**
- (ii) All employees who possess or obtain a Medical First Responder Certificate shall maintain such certification for as long as first responder training is provided at the cost of the Employer.**
- (iii) Notwithstanding clauses (i) and (ii) above, after making representations to the Fire Chief based on reasonable grounds, and with agreement of the Fire Chief, an employee with ten (10) or more years of service may be exempted from clauses (i) and (ii) above.**

(iv) In the event the Medical First Responder Certificate Program is

discontinued, the provision of this Article affecting first responder certification requirements shall be held in abeyance until resolved in a manner acceptable to the parties to this collective agreement.

ARTICLE 8 - PROBATIONARY PERIOD

- 8.01 A newly hired employee, as defined by Subsection 1.03(a) of this Agreement, shall be on probation for a period of six (6) consecutive calendar months. During that period the probationary employee may be dismissed upon one (1) day's notice if the employee is deemed to be unsatisfactory, which decision shall be in the sole discretion of the Chief of the Department, without recourse to the grievance procedure that all fire fighters are otherwise entitled to.
- 8.02 (a) Where an existing employee is promoted or awarded a new position, the employee shall receive pay at the new classification rate forthwith.
- (b) Such an employee shall serve a probationary period of three (3) consecutive calendar months of work.
- (c) This probationary period may be extended a further three (3) consecutive calendar months at the discretion of the Fire Chief, after consultation and agreement of the Union.
- (d) Notwithstanding any provision in this probationary procedure, the Fire Chief may recognize previous experience, work history, and/or qualifications of an employee and waive the probationary period of an employee.
- (e) The employee shall be returned to their former position, rank and story without loss of seniority should it be determined during the probationary period that the employee is not suitable for the promotion or new position.
- 8.03 Probationary employees shall, at the discretion of the Fire Chief, be assigned to steady day shift (8 hours) for purposes of training. After satisfactory completion of such training, they shall be assigned to a normal working shift.

ARTICLE 9 - SENIOR PAY

- 9.01 Any person covered by this Agreement who is required to accept the responsibilities and carry out the duties incident to the position or rank senior to that of Fire Fighter First Class shall be paid at the rate for the senior position or rank while so acting; provided however, the employee works in such acting capacity three (3) or more of the hours scheduled on that particular shift, when the employee shall receive the higher rate for those hours actually worked in such acting capacity.

ARTICLE 10 - ANNUAL VACATIONS

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

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay at the rate of six percent (6%) of their basic pay less an amount, if any, in each case, equal to the paid value accorded by the six percent (6%) of any annual vacations actually taken.
- (b) In the first (1st) calendar year of service or part thereof, annual vacations will be granted on the basis of one-twelfth (1/12th) of twenty-one (21) calendar days for each month or portion of a month greater than one-half (½) worked by December 31st.
- (c) During the second (2nd) to tenth (10th) calendar years of service inclusive, twenty-one (21) calendar days.
- (d) During the eleventh (11th) to twentieth (20th) calendar years of service inclusive, twenty-eight (28) calendar days.
- (e) For the twenty-first (21st) and all subsequent calendar years of service, thirty-six (36) calendar days for those employees on platooned duty, and thirty-five (35) calendar days to all other employees.
- (f) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive annual vacations, or pay in lieu thereof, for the calendar year in which termination occurs on the basis of one-twelfth (1/12th) of their annual vacation entitlement for that year for each month or portion of a month greater than one-half (½) worked to the date of termination.

10.02 PROVIDED THAT:

- (a) "calendar year" for the purpose of this Agreement shall mean the twelve (12) month period from January 1st to December 31st, inclusive;
- (b) in all cases of termination of service for any reason, adjustment will be made for any overpayment for annual vacations;
- (c) For the purposes of calculations for annual vacation, whether taken as paid annual vacations in service or granted in cash in the case of a separation from service, the following are equivalent:

	<u>Two Platoon</u>	<u>37 ½ Hour Week</u>
21 calendar days	144 hours (12 shifts)	114 hours
28 calendar days	192 hours (16 shifts)	152 hours
36 calendar days	240 hours (20 shifts)	190 hours

10.03 Such annual vacations shall be granted by the Chief of the Fire Department when the employee can best be relieved from their duties and their duties fulfilled by other employees, and be in their sole discretion. Annual vacations shall be on a rotative system for all members.

10.04 Any annual vacations not taken may be allowed at the discretion of the Fire Chief in the following year but not otherwise.

10.05 An employee's annual vacations will commence on a first duty day of their work schedule.

10.06 In addition to annual vacations provided in this Article, where an employee has served continuously for a period of twenty-five (25) years, the employee shall become entitled to one (1) calendar month leave of absence with pay as a reward for long and faithful service. Such leave shall be taken not later than one (1) year prior to retirement, where possible.

The number of employees taking this leave shall be limited to six employees per calendar year. Such leave shall be selected prior to January 1st of each calendar year in order of seniority and require the approval of the Fire Chief to ensure operational requirements are met. The leave shall be taken in a complete block of one month. The Fire Chief reserves the discretion to approve more than six employees taking the leave per year and may upon application agree to split the leave into periods of less than one complete month.

ARTICLE 11 - STATUTORY HOLIDAYS

11.01 All eligible employees shall be entitled to the following Statutory Holidays:

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

and all Statutory Holidays proclaimed and/or declared by the City Victoria, the Province of British Columbia and/or the Government of Canada; and for these days, time off shall be allowed and paid at the daily rate shown in Part I of Schedule "A" hereto, provided however, that no employee shall be entitled to any pay or time off for Statutory Holidays in those specific instances where the employee is on any leave of absence without pay, or is under suspension for disciplinary reasons. Notwithstanding the foregoing, this provision shall not deny any employee any right to benefits otherwise provided in this Agreement relating to sick leave, funeral leave, leave of absence with pay, or annual vacations with pay.

11.02 All work performed on a Statutory Holiday shall be compensated for at two and one-half (2½x) times the employee's standard hourly rate, but in such cases, no compensating time off shall be taken or allowed. However, an employee may elect to be paid under this clause at the rate of one and one-half (1½x) times their standard hourly rate in which case the employee shall be entitled to compensatory time off for that day.

11.03 Any Statutory Holidays not taken may be allowed at the discretion of the Fire Chief in the following year but not otherwise.

ARTICLE 12 - ACCIDENT PREVENTION

- 12.01 The City 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 co-operate with the City 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.
- 12.02 Where an employee is injured in the course of their employment with the City and the Workers' Compensation Board adjudges that no compensation under the Workers' Compensation Act is payable in respect to such injury, the payment, if any, to be made by the City to the employee during any period of unemployment arising from such injury shall be determined by the City Manager and approved by the City Council.
- 12.03 Any probationary employee of the Victoria Fire Department, suffering injury, partial or total disablement or death during the course of their employment, shall be entitled to the same benefits, without exception, as a permanent employee of the Victoria Fire Department.

ARTICLE 13 - DISMISSALS, CHARGES AND PENALTIES

- 13.01 When a permanent employee of the Fire Department is relieved of their position, the employee shall be given thirty (30) day's notice, or in lieu thereof, one (1) month's pay. PROVIDED that any employee may be suspended or dismissed immediately for misconduct which in the opinion of the Fire Chief is prejudicial to the efficiency of the Fire Department and without pay from the date of such suspension or dismissal.
- 13.02 Any employee who has been wrongfully dismissed or suspended by the City and who is later reinstated, shall be compensated in full for all the time lost, less any earnings the employee may have made through other employment during the period of their dismissal or suspension.
- 13.03 Where an employee leaves the Fire Department or is dismissed for cause and later re-engaged, their seniority shall date from the time of their re-engagement.
- 13.04 Any employee governed by the terms of this Agreement who is required to appear before the Chief or Deputy Chief on any charge of a disciplinary nature, shall be given the particulars of the charge and/or allegation in writing and further shall be allowed to give and/or call evidence on their behalf. The employee shall be represented by an Officer of the Union on all such occasions.

ARTICLE - 14 RETIREMENT

14.01 Commencement of Contributions

All newly hired employees shall participate in and commence contributions to the Municipal Pension Plan from their initial date of hire.

14.02 Special Agreement

- (a) In addition to salaries, grants, benefits and Service Pay, the Employer shall pay a further two and one-half percent (2 1/2%) into the Superannuation fund and the employees shall contribute a further two percent (2%) to the same fund, and in accordance with the terms of an agreement made between the Commissioner of Municipal Superannuation, on the one part, and the Corporation of the City of Victoria on the other part and dated the 29th day of June 1956.**
- (b) Notwithstanding Article 2 of this Agreement, Article 14.02(a) of this Article shall remain in full force and be binding upon the parties hereto throughout the term of the said Agreement between the Commissioner of Municipal Superannuation and the Corporation of the City of Victoria which Agreement shall not be altered or amended pursuant to Clause 10 thereof or otherwise without the consent in writing of the Union.**

14.03 Retirement Gratuity

All employees of the Fire Department, upon reaching the maximum retiring age under the provisions of the Pension (Municipal) Act, shall be retired from the Fire Department at the end of the month in which they reach that age. Upon their retirement, the City shall grant to such employee as gratuity a sum equal to the amount shown on the City payroll as the salary or wages for one (1) month to which such employee was entitled at the time of their retirement, and in the event of such employee not having taken part or all of their annual vacation for the calendar year of their retirement, then the City shall pay the employee a sum equivalent to one(1) week's pay on the scale in force at the time of their retirement for each week of annual vacation to which the employee may be entitled.

14.04 Over Contributions

If the Employer receives a refund from the Pension Corporation of an over contribution by the Employer in excess of the maximum allowed by the Canada Customs and Revenue Agency, the Employer shall hold the refund in accordance with the following:

- (a) The Employer shall hold in trust and invest all excess contributions on behalf of the employee.**
- (b) The Employer pays compounded interest on these funds based on the bank's interest rate in place at the beginning of each year.**
- (c) All principal and interest held for each employee shall be paid to the**

employee on retirement.

- (d) The funds shall be paid in the form of a retiring allowance and added to all funds eligible for the Retirement Gratuity.**
- (e) The Employer agrees to provide the employee with an annual statement that outlines the employee's funds held in trust and the interest rate applied for the previous year.**

14.05 Pension Plan Alterations

In the event that changes are made to the existing municipal pension plan which allows for an increased pension plan formula during the term of this agreement, then such matters will be examined and discussed between the Union and the Employer.

14.06 Superannuation Buy-Back

- (a) It is understood by the parties to this collective agreement that this provision applies only to that probationary period which has been served with the Employer.**

Subject always to the qualifying provision contained in section 9.1 of the Pension (Municipal) Act the Employer agrees to participate in such contributions as are necessary to extend pensionable service of eligible employees covered by this Agreement up to a maximum of six (6) months, which extension represents time served by the employee in a probationary capacity which has not heretofore been considered as pensionable service. Such benefit shall be subject to the following:

- (i) The employee must have a vested interest in the Pension (Municipal) Act and have reached the age of minimum retirement in order to qualify.**
- (ii) Any employee who wishes to take advantage of this benefit must give at least one (1) months notice in advance of the contemplated retirement date and make such arrangements as are necessary at the time regarding their own contributions, provided however, the time constraints provided for in this Subsection may be waived under special circumstances by application to and with the approval of the Employer.**
- (iii) The cost of increased benefits, as defined by the Commissioner of Pension (Municipal) Act, shall be shared 50/50 by the employee and the Employer as per section 9.1(b) of the Pension (Municipal) Act.**

- (b) Employees who are not eligible for the purchase of service provisions under 14.06(a) above may make arrangement prior to April 2007 to purchase the full amount associated with the buy-back of service and, upon the employee producing the receipt, the Employer agrees to reimburse the employee fifty percent (50%) of the purchase cost as stipulated by the Pension Corporation. This payment will be made in the year in which the employee reaches minimum retirement age upon presenting their receipt.

ARTICLE 15 - MATERNITY, PARENTAL AND ADOPTION LEAVE

15.01 Length of Leave

(a) Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

(b) Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty five (35) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

(c) Maximum Allowable Leave

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be fifty-two (52) continuous weeks.

15.02 Notice Requirements and Commencement of Leave

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

provide as much notice as possible.)

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

15.03 Return to Work

Upon return to work an employee shall be reinstated to their previous or a comparable position.

15.04 Vacation

Paid vacation entitlements shall cease to accrue while an employee is on maternity, parental or adoption leave. However, an employee shall be granted unpaid vacation leave entitlements for that portion of time while on leave of absence. An employee may elect not to take such unpaid vacation upon their return to work.

15.05 Sick Leave

- (a) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave or the accrual of sick leave time credits during the period of leave.
- (b) Notwithstanding Article 15.01 above, an employee on maternity leave or parental leave who has notified the Employer of their intention to return to work pursuant to Article 15.03 above and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

15.06 Benefits

- (a) 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 their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.**

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

15.07 Seniority

Seniority shall continue to accrue to the credit of an employee taking leave pursuant to this Article.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.01 Any employee desiring leave of absence without pay shall be granted such leave insofar as the regular operation of the department will permit, provided reasonable notice is given to the Chief of the Fire Department. Such leave of absence shall not exceed what, in the opinion of the Employer, is a reasonable period of time.

- 16.02 Permanent employees absenting themselves from their duties without written leave first obtained from the Chief of the Fire Department, except in cases of illness, shall be reported in writing by the Chief of the Fire Department to the City Manager forthwith.

- 16.03 An employee shall not earn (accrue) vacation, sick leave and statutory holiday entitlements or be paid the cleaning allowance while on an unpaid leave of absence that exceeds thirty (30) consecutive days. However, seniority shall continue to accrue while on such leave of absence.

- 16.04 The Union shall be notified of any leave of absence which is to be granted in excess of thirty (30) consecutive calendar days.**

ARTICLE 17 - LEAVE OF ABSENCE FOR UNION OFFICIALS

- 17.01 (a) Official representatives of the Union shall be granted leave of absence by providing competent relief at no cost to the City to attend to union business.

- (b) Time off with pay shall be granted to not more than two (2) official representatives appointed by the Union executive, upon application to and approval of the Fire Chief, when it becomes necessary to transact business in connection with matters affecting both parties to this Agreement; and without limiting generality, such leave shall include collective bargaining meetings, union-management meetings and grievance meetings. Requests for paid leave under this Article shall not be unreasonably withheld provided always that, in the opinion of the Fire Chief, sufficient **staffing** can be maintained during such periods to meet operational needs. If sufficient staffing can not be maintained, in the opinion of the Fire Chief, the Union shall provide competent relief(s) at no cost to the City for those representatives who are off on such leave.

ARTICLE 18 - UNIFORMS, EQUIPMENT AND CLEANING

18.01 The parties recognized that the schedule for the issuance of uniformed clothing contained herein is not always in the best interests of the Department and the Union's members. Should the parties mutually agree therefore to a variance in this schedule, such variance shall be made on a without prejudice basis.

18.02 (a) Uniforms shall be issued to each uniformed member of the Fire Department, as follows:

Every Year:

4 pr. Dress Pants	}	Fire Prevention Division Personnel, Assistant Chiefs, Battalion Chiefs, Platoon Captains , Captains, Lieutenants and Alarm Operators
AND	}	
2 Dress Shirts*	}	
2 pr. Dress Pants	}	Fire Master Mechanic, Fire Fighters and Fire Fighter/Drivers
AND	}	
1 Dress Shirt**	}	
AND	}	
2 pr. Work Pants	}	
AND	}	
2 Work Shirts***	}	

- * 1 long sleeve and 1 short sleeve (with Fire Department patch on each shoulder)
- ** on alternate years, long sleeve and short sleeve (with Fire Department patch on each shoulder)
- *** 1 long sleeve and 1 short sleeve (with Fire Department patch on each shoulder)

Every Second Year:

1 Cap	Fire Prevention Division Personnel, Assistant Chiefs, Battalion Chiefs, Platoon Captains , Captains, Lieutenants, and Fire Master Mechanic
1 Tie	All Personnel

Every Fourth Year:

1 Blazer (with crest on breast pocket) All Personnel

1 Nylon Jacket (with Fire Department patch on each shoulder) All Personnel

(b) The foregoing uniform issue shall not apply to an employee's final year of active employment prior to the retirement of the employee.

(c) In the event an employee serves notice prior to September in any calendar year that the employee shall be retiring in the subsequent calendar year, then the Employer shall supply the employee with a blazer (departmental style) at the time of retirement.

18.03 All necessary fire fighting equipment and protective equipment and clothing shall be supplied, utilized and worn as directed by the Chief of the Fire Department. In the event of a disagreement over the use of safety equipment or clothing, the parties will consult jointly with a Safety Officer of the Workers' Compensation Board whose written order shall be binding on both parties. Any member who through neglect or negligence destroys or loses any of the clothing issued him by the City shall pay for or replace same.

18.04 (a) Any article of clothing issued by the City that is soiled or damaged in the course of duty, shall be cleaned, repaired, or if too badly damaged, replaced, upon the approval of the Chief of the Fire Department; the expense of which shall be borne by the City.

(b) Any article of personal clothing or equipment which is soiled or damaged in the course of duty shall be cleaned, repaired, or if too badly damaged, replaced, upon the approval of the Chief of the Fire Department, provided it is necessary to be worn in the performance of the employee's duty. There shall be a maximum limit of two hundred (\$200.00) per single claim or incident arising under this Subsection 18.04 (b).

18.05 (a) The City will pay a uniform cleaning allowance of ten dollars and fifty cents (\$10.50) per month to each employee covered by this Agreement to whom a uniform is issued.

(b) **In the event that the Fire Chief, or his designate, alters the dress requirements for Battalion Chiefs, Assistant Chiefs and Fire Prevention employees back to "dry clean only wear" then the cleaning allowance shall be thirty-six dollars (\$36.00) per month.**

ARTICLE 19 - DEFINITION OF A GRIEVANCE

19.01 The City shall not dismiss or discipline an employee bound by this Collective Agreement except for just and reasonable cause.

19.02 In this Agreement, unless the context otherwise requires, "grievance" means any dispute or

difference between the persons bound by this Agreement:

- (a) involving the dismissal or discipline of an employee; and,
- (b) relating to the interpretation, application, operation or alleged violation of this Agreement including any question as to whether a matter is arbitrable.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.01 Properly qualified officers of the Union shall be recognized by the City and shall be entitled to act in the processing of any grievance under this Agreement without loss of pay in accordance with Article 19 herein.

20.02 Should a grievance arise, there shall be no stoppage of work on account of such grievance and an earnest effort will be made to settle the matter promptly in the following manner:

- (a) Any difference or grievance to be stated in writing and submitted to the Chief of the Fire Department within thirty (30) days of its occurrence. Should the Chief of the Fire Department be unable to settle the difference within three (3) working days, the employee shall submit the grievance to the City Manager.
- (b) The City Manager and three (3) qualified officers of the Fire Fighters' Union will meet within seven (7) working days after receipt of the grievance from the Chief of the Fire Department and make every effort to settle the grievance.
- (c) Should this body fail to satisfactorily adjust the difference within seven (7) working days, the grievance shall be submitted to a Board of Arbitration.
- (d) The Board of Arbitration shall consist of one (1) representative of the City and one (1) representative of the Union. If either party fails to name a representative within ten (10) days, the other party may make application to the Minister of Labour who may appoint some person to be the representative on behalf of the party so failing to name a representative. These two (2) representatives shall name a third member who shall be chairman.
- (e) If the representatives cannot agree on the appointment of a Chairman, either party may make application to the Minister of Labour who shall appoint a chairman of the Board. The expense and compensation of the arbitrators selected by the parties shall be borne by the respective parties. The expenses and compensation of the chairman shall be equally divided between the parties involved.
- (f) Within twenty-one (21) working days following its establishment, the Board of Arbitration shall reach a decision on the grievance and the decision of the Board of Arbitration will be final and binding on all persons bound by this Agreement, notwithstanding the fact that for any reason whatsoever one or other of the parties shall not have appeared before the Board.
- (g) If advantage of the provisions of this Article is not taken within the time limits specified

herein, or as extended by mutual agreement in writing, the matter in dispute shall be deemed to have been abandoned.

ARTICLE 21 - HOURS OF WORK, CALL-IN AND OVERTIME

21.01 Fire Suppression Division - Hours of Work

A work week shall consist of two (2) consecutive ten (10) hour day shifts commencing at 08:00 hours, immediately followed by twenty-four (24) hours off duty, immediately followed by two (2) consecutive fourteen (14) hour night shifts commencing at 18:00 hours and immediately followed by ninety-six (96) hours off duty.

21.02 Training Division - Hours of Work

The hours of work for the Training Division shall be from 08:30 hours to 16:30 hours, Monday through Friday inclusive, with one half (½) hour off for lunch.

21.03 Mechanical Division - Hours of Work

The hours of work for the Mechanical Division shall be from 08:30 hours to 16:30 hours, Monday through Friday inclusive, with one half (½) hour off for lunch.

21.04 Fire Prevention Division - Hours of Work

- (a) The weekly hours of work for a full-time employee of the Fire Prevention Division shall be equivalent to thirty-seven and one-half hours (37½) excluding meal periods, Monday through Friday inclusive from 08:30 hours to 16:30 hours.
- (b) By mutual agreement of the Employer and the Union, the parties may implement a modified work week that provides for a schedule of four (4) days of work and three (3) days of rest in each week. Two of the days of rest shall be Saturday and Sunday. The third day (the flex day) shall be scheduled and will be a Monday, a Wednesday, or a Friday.
- (c) Two of the four scheduled days of work shall be 9 hours and 30 minutes of work in duration and the other two scheduled days of work shall be 9 hours and 15 minutes of work in duration.
- (d) In the event of an unforeseen circumstance, the Employer may direct an employee to work on the scheduled flex day at straight time rates provided another day off in lieu is granted within the following bi-weekly period, otherwise overtime rates shall apply for having worked on the flex day.
- (e) It is understood that Article 9, Senior Pay, shall not apply to any employee performing duties of a senior officer who is on their flex day.

- (f) A sick day, vacation day, statutory holiday, or other paid leave from work shall be utilized in an hourly equivalent to the annual entitlement. (for example 82.5 hours of paid leave for 11 statutory holidays, **114** hours of paid vacation for an 8 year employee @ 15 work days (21 calendar days) , 90 hours of paid sick leave for a 5 year employee @ 12 days).
- (g) Upon thirty (30) days notice the Union or the Employer may cancel any modified work week arrangement and revert to the normal schedule of five (5) days of work followed by two (2) days of rest as set out in clause (a) above.
- (h) Notwithstanding the foregoing, in the event of a major emergency/disaster or conflagration the Chief may, without notice, require employees to revert to and work the normal schedule of five (5) days of work for the duration of the major emergency/disaster or conflagration.

21.05 Exemption to Hours of Work

- (a) Upon notice of five (5) work days and with agreement of the employee, the Fire Chief may remove a fire suppression employee from the two-platoon system of Article 21.01 and designate such employee to a special assignment (such as but not restricted to projects, research, training, secondment). The special assignment shall be for a defined purpose and duration. The normal hours of work shall be equivalent to that of the training division or mechanical division.
- (b) Upon reasonable notice and with acceptable medical reports the Fire Chief may remove an employee from their normal work schedule and designate such employee to a special assignment for WCB return to duty or a rehabilitation program due to an illness or injury. The special assignment shall be for a defined purpose and duration. The normal hours of work shall be equivalent to that of the inspection division hours of work week or less. The cost of medical reports required by the Employer shall be paid by the Employer.

21.06 Variation in Hours of Work

Where a workday or work-week is to be varied from that set out in Articles 21.01, 21.02 or 21.03 above, the Employer shall notify the Union in writing giving details of the proposed change. Any variation shall be by mutual agreement of the Employer and the Union, and shall be in writing.

21.07 Call-in

- (a) An employee reporting for work on the call of the City at any time other than their regular working hours shall be paid at the rate of time and one-half (1½x) their regular rate of pay for the entire period spent at their place of work in response to the call, with a minimum of three (3) hours at the rate of time and one-half (1½ x) their regular rate of pay.

- (b) Notwithstanding clause (a) above, an employee reporting to work in a call-in situation who is required either to attend a fire, to backfill for an employee attending a fire or to attend to an emergency declared by the Chief (or their designate), shall be paid a minimum of three (3) hours at double time (2x) their regular rate of pay.

21.08 Overtime

An employee who is required to work overtime of one-half (½) hour or more in excess of and immediately following the completion of their regular shift shall be paid at one and one-half (1½x) times the hourly rate of the employee computed on the basis of their normal working hours. When computing the payment of overtime of an employee under this Section 21.08, all time worked by such employee from the time the employee completes their regular shift until the employee returns (if their duties required him 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. When approved by the City, employees may be permitted to take time off in lieu of overtime pay.

21.09 Compensation for Training

The rate of pay for all training of an employee while “off-shift” (beyond their normal scheduled hours of work) shall be at straight time, to be taken as time off work subject to the operational requirements of the department.

21.10 Court Attendance

An "off-duty" employee required to attend court in regard to matters directly related to the Fire Department shall be compensated at time and one-half (1 ½) the employee's regular rate of pay for time spent (including reasonable travel time) in the court appearance or in preparation with legal counsel for the action.

ARTICLE 22 - SICK LEAVE

22.01 The following schedule respecting sick leave applies to all permanent employees hereunder, but in no case shall a maximum of sick leave exceed twenty-six (26) weeks:

<u>Time</u>	<u>Employee on Full Pay</u>	
1 st year	9.5 hours per month of completed service	
2 nd to end of 5 th year	<u>2 Platoon System</u>	<u>37 ½ Hour Week</u>
6 th to end of 15 th year	114 hours	90 hours
After 15 th year	168 hours	135 hours
	222 hours	180 hours

22.02 Where an employee has not had sick leave, or only a portion thereof, to which the employee would be entitled under the foregoing schedule, and when not taken, the employee shall be entitled to accrual of fifty percent (50%) of such sick leave for their future benefit, and this clause shall be regarded as retroactive in its application; it being understood that in the event of any employee attaining the maximum accumulative sick leave, such sick leave shall, nevertheless, continue to accrue as aforesaid, but in no case shall the maximum benefits exceed twenty-six (26) weeks in any twelve (12) month period.

22.03 Any employee having accrued sick leave to their credit at retirement will receive a salary grant in lieu thereof equal to seventy-five percent (75%) of such credit: PROVIDED that in no case shall the said salary grant in lieu of accrued sick pay exceed seventy-five percent (75%) of the maximum accumulative sick leave of twenty-six (26) weeks.

(For example, a retiree with the maximum accrued:

- Two Platoon: 91 shifts of 1092 hours at 75% = 819 hours pay

- 37 ½ hours: 975 hours at 75% = 731.25 hours pay)

22.04 After ten (10) years' continuous service, any permanent employee covered by this Agreement whose employment is terminated (whether by reason of dismissal for cause or for any other reason whatsoever, except retirement as aforesaid), shall receive a grant equal to seventy-five percent (75%) of any accrued sick leave acquired by him prior to their release or resignation; PROVIDED that in no case shall the said grant exceed seventy-five percent (75%) of the maximum cumulative leave of twenty-six (26) weeks.

22.05 In the event of the death of any permanent employee of the City, the Council shall grant to the immediate dependants, or executors or administrators of such employee, a sum equal to an additional six (6) weeks salary or wages computed from the date of death; and calculated at the rate to which the employee was entitled at the date of their death; provided that where a permanent employee having at least ten (10) years continuous service dies while in the service, their dependants or executors or administrators shall be entitled to the benefits under Article 22, Section **22.04** hereof or under this Section, whichever is the greater amount. All permanent employees of the City covered by this Agreement shall, on accepting employment, indicate in writing the dependant to whom the monies referred to in the preceding paragraph shall be paid or in default of such dependant, the employee shall name, from time to time another dependant.

22.06 (a) "Twenty-six (26) weeks" wherever mentioned heretofore shall be interpreted as the number of working days or shifts in the calendar period of time of twenty-six (26) weeks, or six (6) months or one-half (½) a year.

(b) The salary grants referred to under Sections **22.04** and **22.05**, shall be paid at the current basic rate of pay of the employee at the time of their termination or retirement. If the City deems that sick leave has been abused during the last twelve (12) months of service of an employee, the City shall have the right to institute and proceed with the grievance procedures as contained in Article 20 of this Agreement.

22.07 Prior to any employee receiving any sick leave benefit, as provided in Sections **22.01** and **22.02** herein, the Fire Chief may require the employee to produce a medical certificate, from a medical doctor or registered nurse, which confirms the employee's incapacity to perform their duties.

22.08 **The Employer shall register its sick leave plan with Human Resources Development Canada for premium reduction purposes. The Employer shall utilize the employee and Employer portion of any rebate to improve the benefit plan coverages set out in Article 27 of this collective agreement.**

22.09 Subrogation

An employee who receives wage loss benefits from the Insurance Corporation of British Columbia or a court action shall reimburse the Employer (at the rate paid out) for benefits received under Article 22 (Sick Leave) up to the amount of:

- (a) benefits received from the Employer as sick leave under Article 22 (Sick Leave); or**
- (b) benefits received from the Insurance Corporation of British Columbia or a court action and designated as compensation for loss of wages, whichever is less.**

The sick leave shall be restored to the amount of reimbursement remitted by the employee.

22.10 Effect of Absence on Sick Leave, Vacations, Statutory Holidays and Clothing Allowances

- (a) Employees shall earn vacation, sick leave, statutory holidays, "clothing points" and cleaning allowances while they are in receipt of paid sick leave, provided the absence from work with pay does not exceed three (3) consecutive months.**
- (b) Employees shall not earn vacation, sick leave, statutory holidays, "clothing points" and cleaning allowances while they are on:**
 - (i) paid sick leave longer than three (3) consecutive months;**
 - (ii) unpaid leave in excess of thirty (30) consecutive days;**
 - (iii) Workers Compensation in excess of six (6) consecutive months;**
 - (iv) maternity, parental or adoption leave of absence.**

ARTICLE 23 - WORKERS' COMPENSATION AND SICK LEAVE PAYOUTS

23.01 Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and the employee is entitled to compensation therefore under the Workers' Compensation Act, the employee shall not be entitled to use their sick leave credits for time lost by reason of any such disability.

All monies received by an employee by way of compensation for loss of wages under the said Act shall be paid to the Employer in return for which the Employer shall pay the employee the full amount of their wages to which the employee would have been otherwise entitled but for a disability suffered or incurred by him, aforesaid.

23.02 Notwithstanding Clause 23.01 above, all monies received by an employee by way of compensation for loss of wages under the said Act shall be paid to the Employer in return for which the Employer shall pay the employee their normal net take-home pay (as opposed to their regular gross pay).

In the event that an employee was acting in a higher capacity (pursuant to the provisions of Article 9) at the time the injury was sustained, then "normal net take-home pay" shall be calculated based upon the rate in effect for the higher capacity class or rank. Similarly, in the event that an employee was scheduled to act in a higher capacity at any time during the period of the compensable absence, then for such period(s) that the employee was scheduled to so act, "normal net take-home pay" shall be retroactively calculated based upon the rate in effect for the higher capacity class or rank.

ARTICLE 24 - BEREAVEMENT LEAVE

24.01 In the event of death to a member of an employee's immediate family, as defined in Section 24.03 herein, the employee shall be granted, upon request, a leave of absence deemed appropriate by the Chief of the Fire Department, or in their absence, by the officer who is deputising for him. However, if the employee attends and/or arranges the funeral, the employee shall receive their regular straight time salary for a grand total of three (3) of those scheduled consecutive days of work falling during the period covering the two (2) days immediately prior to such funeral, the day of the funeral and the two (2) days immediately after the funeral to a maximum of three (3) day's pay, provided always that the employee would otherwise have actually worked on any day for which pay is claimed. The Fire Chief may also authorize reasonable travel time with pay in instances where such time is deemed appropriate as a result of the location of the funeral.

24.02 In the case of a death of a person not a member of an employee's immediate family, the Fire Chief may, in their sole discretion, grant a leave of absence without pay to such employee. As well, the Fire Chief may, at their discretion, grant one (1) day with pay under Section 24.01 above to any employee who attends a formal wake for a member of their immediate family.

24.03 In this Article, "immediate family" shall mean husband, wife, common-law spouse, children, parents, mother-in-law, father-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandchildren, grandparents of an employee, or grandparents of spouse. (Common-law spouse shall be as defined by the Workers' Compensation Act of B.C.).

ARTICLE 25 - TECHNOLOGICAL CHANGE

25.01 Where the City introduces a technological change that:

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

either party may refer the matter to an arbitration board constituted in accordance with Article 20 of this Agreement. The arbitration board shall make such investigations and determinations as are provided by Section 92 of the Labour Relations Code of British Columbia.

ARTICLE 26 - SALARIES, SERVICE PAY AND ALLOWANCES

26.01 Salaries

- (a) The salaries to be paid by the Employer during the term of this Agreement shall be those set forth in Part I of Schedule "A" attached hereto and shall be paid by electronic transfer of funds to a financial institute of the employees choosing.**
- (b) It is understood that employees are paid a monthly wage.**
- (c) For the purposes of bi-weekly pay, the payroll system calculates on hourly rates. The formula to calculate bi-weekly rates shall be:**

(i) For suppression:

$$\frac{\text{Monthly rate}}{182 \text{ hrs/mth}} = \text{hourly rate} \times 83.72 \text{ bi-weekly hours}$$

(ii) For prevention:

$$\frac{\text{Monthly rate}}{162.50 \text{ hrs/mth}} = \text{hourly rate} \times 74.75 \text{ bi-weekly hours}$$

26.02 Service Pay and Bar

- (a) All employees shall be granted, in addition to their monthly salary, a bar and seven dollars and fifty cents (\$7.50) per month for each five (5) years of service completed to date of enlistment and commencement of continuous service; after the first five (5) years service, seven dollars and fifty cents (\$7.50) and one (1) bar; after five (5) further years of service, an additional seven dollars and fifty cents (\$7.50) and bar; and a like increase for each additional five (5) years of service completed.**
- (b) Payment of service pay as provided in Article 26.02(a) above shall be discontinued effective the date that an employee receives the 15th year (qualified) rate of pay or is promoted to an officer rank**

26.03 Field Pay (Instructor Premium)

An employee, excluding Officers, Training Officer and Mechanical Division employees who is designated by the Employer to provide specialized training to other employees shall be paid at the rank of Lieutenant for such time spent in the formal presentation of the specialized knowledge to the other employees of this bargaining unit.

ARTICLE 27 - BENEFIT PLANS

27.01 Medical Plan

- (a) All employees and their dependents shall be entitled to Medical Services Plan coverage from the first day of the month following the date of hire.**
- (b) The Employer shall contribute seventy-five per cent (75%) of the monthly premium costs and the employee shall contribute the remaining twenty-five per cent (25%).**

27.02 Extended Health Benefit Plan

- (a) All employees and their dependents shall be entitled to coverage under an extended health benefit plan from the first day of the month following the date of hire.**
- (b) The Employer shall contribute seventy-five per cent (75%) of the monthly premium costs and the employee shall contribute the remaining twenty-five per cent (25%)**
- (c) The extended health benefit coverage shall include:**
 - (i) the basic plan and enhancements in effect at December 31, 2003;**

- (ii) eighty per cent (80%) reimbursement toward the cost of the purchase of one (1) pair of eye glasses or one (1) pair of contact lenses (not both) every two (2) years for each full-time employee and their dependents to a maximum cost of three hundred dollars (\$300) per pair;**
- (iii) hearing aids for each employee and their dependents to a maximum of five hundred dollars (\$500) per person every five (5) years;**
- (iv) effective January 1, 2005 eye examinations for each employee and their dependants to a maximum of seventy-five dollars (\$75.00) per person every two (2) years.**

27.03 Group Life Insurance

- (a) All employees shall participate in the group life insurance plan under the trusteeship of the Capital Area Benefit Trust (CABT) including accidental death and dismemberment coverage, from the first day of hire.**
- (b) The Employer shall contribute seventy-five per cent (75%) of the monthly premium costs and the employee shall contribute the remaining twenty-five per cent (25%).**
- (c) Each employee shall have basic life insurance coverage in the amount of two times (2x) their annual salary, rounded upwards to the next higher thousand, and accidental death and dismemberment coverage in the same amount as the principal of the group life insurance, and such additional optional insurance as offered by the CABT.**
- (d) All monthly premium costs for optional life insurance shall be borne solely by the employee.**

27.04 Dental Plan

- (a) All employees and their dependents shall be entitled to coverage under a dental care plan from the first day of the month following the date of hire.**
- (b) The Employer shall contribute seventy-five per cent (75%) of the monthly premium cost and the employee shall contribute the remaining twenty-five per cent (25%).**
- (c) The dental care plan shall include:**
 - (i) one hundred per cent (100%) reimbursement of Plan "A", Basic services, and**

- (ii) Fifty per cent (50%) reimbursement of Plan "B", Prosthetic Appliances, Crowns and Bridge procedures.**

- (iii) effective January 1, 2005 fifty per cent (50%) reimbursement of Plan "C" Orthodontia to a lifetime maximum of two thousand five hundred dollars (\$2,500.00) per person.**

- (d) For administrative purposes and with no loss of coverage or entitlements, the dental pool of fire fighters shall be transferred into the City of Victoria dental plan pool. This initial transfer to the City of Victoria dental pool shall not incur additional cost to employees.**

27.05 Death and Disability Supplement

If a member of the Fire Department is killed or totally disabled as a result of the performance of their duties, including work, then the following shall apply:

- (a) If the member is killed, the widow(er) or a common-law spouse, as defined in the Workers' Compensation Act, shall be paid the full pay such member would have been paid under this Agreement had the employee not been killed, such payment to continue until such time as the widow(er) remarries or until the date that the deceased member would have been entitled to full and compulsory pension retirement had the employee not been killed, whichever date shall first occur; provided that:
 - (i) if a deceased member's widow(er) should die while being entitled to the benefits described in Section (a) above, and if there are children of the marriage under the age of nineteen (19) years, then the estate of the deceased member would retain the benefit described in Section (a) above and administer that benefit in a fair and equitable manner pursuant to the terms of any will of the deceased member or in accordance with the direction of the Court of competent jurisdiction until such time as the youngest child of the deceased member reaches the age of nineteen (19) years; and that,
 - (ii) any Workers' Compensation, Canada Pension or City Pension, or any pension or annuity not personally contracted for by the deceased or their widow(er) or family, or Criminal Injuries Compensation Award that is paid or awarded by reason of the member's death shall, upon being paid or awarded, be paid or assigned to the City by the widow(er), or such other equivalent arrangements as may be mutually agreed upon by the parties; and that,
 - (iii) at the date upon which the member would have been compulsorily retired had the employee not been killed, their widow(er), providing they have not remarried, shall receive an amount equal to the pension, administered by the Commissioner of Municipal Superannuation, which they would have been entitled to had the member died subsequent to their retirement.

- (iv) Notwithstanding the foregoing provisions, a cash settlement in lieu of the foregoing may be agreed upon by the widow(er) and the City.

- (b) If a member is totally disabled and can no longer be employed the employee shall be paid their full pay under the terms of this Agreement as if their employment had not been terminated until such time as the member would be entitled to full and compulsory retirement; provided that:
- (i) any Workers' Compensation Pension, Canada Pension or other pension or annuity or Municipal Superannuation Pension or City sickness and accident plan payments not personally contracted for by the member or their family, or any Criminal Injuries Compensation Award shall be paid, assigned or delivered to the City by the member, or such other equivalent arrangements as may be mutually agreed upon by the parties; and that,
 - (ii) if a member recovers, is gainfully employed or receives remuneration therefrom which is less than the employee would be entitled to receive under this Agreement, such amount together with any monies derived from Subsection (b)(i) above shall be paid, assigned or delivered to the City by the member, or such other equivalent arrangements which may be mutually agreed upon by the parties hereto; and that,
 - (iii) if the member recovers, is gainfully employed and receives remuneration from said employment which is in excess of that which the employee would be entitled to be paid under the terms of this Agreement, the responsibility of the City under this Section shall cease and determine.
 - (iv) The amount of pay referred to in Subsection (b)(ii) above and the amount of full pay referred to in Sections (a) and (b) of this provision shall be determined by the parties to this Agreement, and in making this determination, the gross pay of the member involved shall be reduced by the normal deductions for Canada Pension Plan, Income Tax according to the member's exemptions, or, in the case of a deceased member, according to their widow(er)'s exemptions, and such other deductions as the parties may determine.
- (c) In any instance in Sections (a) and (b) above where the widow(er) is mentioned, it is to be interpreted as including common-law spouse.

ARTICLE 28 - MANAGEMENT RIGHTS

28.01 The Union recognizes the exclusive right of the City to manage the business and affairs of the City, and through the Chief of the Department to direct and discipline the employees covered by this Agreement, subject always to the terms of the Agreement.

ARTICLE 29 - GENERAL PURPOSES AND CONDITIONS

29.01 It is agreed that all conditions presently in force, but which are not specifically mentioned in the Agreement, shall continue to be in full force and effect.

ARTICLE 30 - REFERENCE TO MASTER BYLAW

30.01 This Agreement shall be an agreement entered into in accordance with the provision under Clause 2 of Bylaw 3596 and, accordingly, such Bylaw shall not apply to the Fire Department except insofar as the Bylaw applies to the control, authority and jurisdiction of the City over all civic employees.

ARTICLE 31 - LETTERS OF UNDERSTANDING

31.01 For the term of this Agreement the following Letters of Understanding shall be attached to and form part of this Agreement.

- Letter of Understanding No. 1 – Pool System Operating Guidelines
- Letter of Understanding No. 2 – Fitness Standards Review
- Letter of Understanding No. 3 – Department Reorganization
- Letter of Understanding No. 4 – Wage Protection – Incumbent Only
- Letter of Understanding No. 5 – Issue of Uniformed Clothing

IN WITNESS WHEREOF the parties hereto set the hands and seals of their officers, duly appointed in that behalf, this 15th day of June, 2004, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER:
SIGNED on behalf of the City of
Victoria, in the presence of:

FOR THE UNION:
SIGNED on behalf of the International
Association of Fire Fighters, Local No. 730,
in the presence of:

CHAIRMAN, GVLRA

PRESIDENT, I.A.F.F., Local No. 730

DIRECTOR, GVLRA

SECRETARY, I.A.F.F., Local No. 730

MANAGER, GVLRA

CITY MANAGER

*** Amendments to this Collective Agreement are identified by bold text.**

SCHEDULE "A"

MONTHLY WAGE SCHEDULE

Classifications	*Index Factor	Jan 1 2004 1.75%	Nov 1 2004 1.75%	Jan 1 2005 1.5%	Oct 1 2005 2.0%	Apr 1 2006 2.5%
Fire Fighter Probationer	70%	3614	3677	3732	3807	3903
Alarm Dispatch Operator Probationary	70%	3614	3677	3732	3807	3903
Alarm Dispatch Operator	75%	3872	3940	3999	4079	4181
Fire Fighter 4 th Class	75%	3872	3940	3999	4079	4181
Fire Fighter 3 rd Class	80%	4130	4202	4266	4351	4460
Fire Fighter 2 nd Class	90%	4647	4728	4799	4895	5018
Fire Fighter 1 st Class	100%	5163	5253	5332	5439	5575
Fire Fighter 1 st Class (comp. 10 th yr)	102%	5266	5358	5439	5548	5687
Fire Fighter 1 st Class (15 year qualified)	105%	5421	5516	5599	5711	5854
Lieutenant	112% of 10 th year	5898	6001	6092	6214	6369
Captain	122% of 10 th year	6425	6537	6636	6769	6938
Platoon Captain	127% of 10 th year	6688	6805	6908	7046	7222
Battalion Chief	140% of 10 th year	7372	7501	7615	7767	7962
Fire Fighter Inspector Probationer	70%	3614	3677	3732	3807	3903
Fire Fighter Inspector 4 th Class	75%	3872	3940	3999	4079	4181
Fire Fighter Inspector 3 rd Class	80%	4130	4202	4266	4351	4460
Fire Fighter Inspector 2 nd Class	90%	4647	4728	4799	4895	5018
Fire Fighter Inspector 1 st Class	100%	5163	5253	5332	5439	5575
Fire Fighter Inspector 1 st Class (10 th yr)	102%	5266	5358	5439	5548	5687
Fire Fighter Inspector 1 st Class (15 year qualified)	105%	5421	5516	5599	5711	5854
Lieutenant Inspector	112% of 10 th year	5898	6001	6092	6214	6369
Captain – Fire Prevention	122% of 10 th year	6425	6537	6636	6769	6938
Fire Master Mechanic	122%	6299	6409	6505	6636	6802

Classifications	*Index Factor	Jan 1 2004 1.75%	Nov 1 2004 1.75%	Jan 1 2005 1.5%	Oct 1 2005 2.0%	Apr 1 2006 2.5%
Fire Master Mechanic (10 th yr)	102% of Master Mech.	6425	6537	6635	6769	6938
Chief Fire Prevention Officer	140% of 10 th year	7372	7501	7615	7767	7962

Based on % of Fire Fighter 1st Class rate unless otherwise indicated

- Note: 1) the 15 year qualified rates at 105% and Platoon Captain rate come into effect July 1, 2004.
- 2) Effective April 1, 2006, the Fire Fighter 1st class rate in effect on March 31st, 2006 (that is \$5439.00 per month) shall be increased by the identical total percentage wage increase achieved by the Vancouver Fire Fighters (IAFF Local 18) from a minimum of:
- i) 2.5%, calculated to two decimal places, and rounded to the nearest whole dollar (that is, to \$5575.00 per month). All other existing rank indices shall be maintained.
- to a maximum of:
- ii) 3.5%, calculated to two decimal places, and rounded to the nearest whole dollar (that is, to \$5629.00 per month). All other existing rank indices shall be maintained.

SCHEDULE "B"

VICTORIA FIRE DEPARTMENT PROMOTIONAL PROGRAM - OFFICERS

1. Purpose:

The purpose of this Promotional Program is to ensure, as far as is possible, that all appointments and promotions in the Victoria Fire Department are awarded to a highly trained and specialized group of officers capable of supervising and directing the activities of a vital protective force, and to give all members of the Department an opportunity for advancement.

2. Application:

This Program shall govern promotion to all those officer ranks contained within the bargaining unit.

3. Eligibility for Promotion:

(a) All promotions to officer ranks, excluding Specialist Officer, shall be made in order of seniority from an Officer Eligibility List applicable to the rank in question.

(b) Such Eligibility List shall be divided into:

- | | |
|--------------------------------------|---|
| (i) Company Officers' List | Platoon Captain , Captain (Fire Suppression), and Lieutenant |
| (ii) Command Officers' List | Battalion Chief |
| (iii) Fire Prevention Officers' List | Lieutenant Inspector and Captain – Fire Prevention and Chief Fire Prevention Officer |

(iv) Specialist Officers' List

(c) (i) Specialist Officers, and others of non-fire fighting nature, shall be those members of the force presently serving at the rank of Fire Fighter 10th Year or higher except that, in the event that no candidates are forthcoming, or candidates applying do not possess the technical qualifications, the City shall reserve the right to fill such Specialist positions with such persons and in such manner as it deems proper, except that this right will not be exercised without a reasonable opportunity for existing members of the Fire Department to qualify themselves for such positions.

(ii) The successful applicant will retain their right to seniority in the Fire Suppression Division or the Fire Prevention Division for a period not to exceed five (5) years. In the event they hold the position for a period in excess of five (5) years, and wish to return to either of the above named Divisions, they shall return to their former rank and storey in their respective Division.

(iii) The appointee shall be given twelve (12) months in which to prove satisfactory to the Chief and if the employee fails to do so, the appointee shall be returned to their former position, rank and storey without loss of seniority in that former position or rank.

(d) For the purpose of this Section, seniority shall mean:

(i) In the case of the Company Officers' Eligibility, length of continuous service with the Victoria Fire Department.

(ii) For the Command Officers' Eligibility List, seniority shall mean the period during which the member's name appeared on the Command Officers' List.

(iii) For the Prevention Officers' Eligibility List, seniority shall mean the period during which the members' name appeared on the Fire Prevention Officers' List.

(iv) For the Specialist Officers', seniority shall be given a percentage rating in recognition of service and experience in the overall selection process.

(e) Candidates for inclusion in the Company Officers' Eligibility List shall be drawn from those members of the department possessing the rank of Fire Fighter 10th Year.

(f) Candidates for inclusion in the Fire Prevention Officers' Eligibility List shall be drawn from those members serving in the Fire Prevention Division.

(g) Any new position created in the rank of Lieutenant or higher shall be added to the Eligibility List as specified in Subsection 3(b)(i, ii, iii) above.

4. Promotional Procedure

(a) **Candidates for promotion shall be required to apply for and successfully complete the requirements as defined under NFPA 1021 Standards for Fire Officer Professional Qualification or equivalent as established by the Fire Chief.**

For the purpose of this provision, basic qualification levels shall be as follows:

**For Company Officers - Fire Officer I (Lieutenants)
 Fire Officer II (Captains and Platoon Captains)**

For Command Officers- Fire Officer III (Battalion Chiefs)

Those candidates for promotion who are presently qualified as Company Officers or Command Officers shall be grandparented at their present level of qualifications (for example a Company Officer cannot act as Battalion Chief until qualified).

- (b) The straight time wage for an employee who attends and successfully completes training courses directly related to meeting the requirements of 4(a) above shall continue to be paid by the Employer and an employee who attends and successfully completes training courses while off duty, on their normal scheduled days off work, shall receive compensation by way of hour for hour (time back) for attending training courses directly related to meeting the requirement of 4(a) above.
- (c) While taking said courses, (and only these courses), members will not receive any senior acting monies that they would have normally received.
- (d) All cost for courses shall be paid by the Employer
- (e) The selection process for Specialist Officers will, in addition to the above include:
 - (i) Examinations on subjects appropriate to the position in question.
 - (ii) Leadership skills including such matters as compatibility, suitability, demonstrated ability, ability to promote harmony and inspire confidence.
 - (iii) Candidates will accumulate one percent (1%) for each completed year of continuous service with the Victoria Fire Department. This percentage, to recognize seniority and experience, will be added to the results of all examinations, assessments and interviews for the purpose of determining the final standing of candidates.
 - (iv) All other factors being equal the senior member will be promoted.

5. Examination Standard

In order to qualify for promotion to Company Officer (Platoon Captain, Captain and Lieutenant – Fire Suppression), Command Officer (Battalion Chief) or Fire Prevention Officer (Lieutenant Inspector, Captain – Fire Prevention), each candidate must obtain an examination grade of not less than seventy per cent (70%) or a passing grade established by the program provider.

6. Selection Board

- (a) For the purpose of judging examination results, the City shall appoint a Promotional Selection Board which shall be composed of the Fire Chief, Deputy Fire Chief, two members appointed by the Union and one representative of the City of Victoria Human Resources Department.
- (b) In the event interviews of candidates are part of the selection process, up to two members of the Union shall be afforded observer status at the interview.

7. Appeal of Examination Results:

- (a) Any appeal of examination results by a candidate shall be made to the Promotional Selection Board, who, shall review their examination record but following such review, the

decision shall be final.

(b) Nothing in Subsection 7(a) above shall preclude the right of the Union to proceed with grievance procedures as provided elsewhere in this Agreement.

8. Effect of Failure on Examinations:

- (a) Should any candidate not obtain the qualifying standard on any individual written paper or type of examination, they shall be so informed and permitted to be re-examined on such written paper or type of examination within thirty (30) days following the notification of their failure to obtain the qualifying standard, or if an appeal is taken, within thirty (30) days of dismissal of the appeal. Such candidate shall be deemed to have qualified for promotion without loss of seniority if they succeed in attaining the necessary qualifying standard.
- (b) A candidate who fails to obtain eligibility for promotion and later succeeds in obtaining eligibility for promotion shall not be promoted in advance of those already on the applicable Eligibility List, notwithstanding their continuous service with the Fire Department. Their seniority will, however, prevail in relation to those with whom the candidate wrote and successfully passed on examination.
- (c) In the event that illness of a candidate, supported by a doctor's certificate, prevents them from writing all or any part of an examination, they shall be permitted to sit for the examination within a three (3) day period of returning to duty and shall retain seniority, and Subsection 8(a) above will apply in the case of failure.

9. Refresher and Advanced Training Courses

- (a) All serving officers along with those persons whose names appear on either the Company, Command or Fire Prevention Officers' Eligibility Lists shall be required to undertake and successfully complete a refresher training course every sixth (6th) year from the year of their current promotion or appointment.
- (b) A person who fails to successfully complete the refresher training course shall be required to undergo and successfully complete a comparable study program, including applicable tests and assignments, within a period not to exceed six (6) months.

10. Seniority

Seniority, in terms of length of continuous service, shall be in accordance with the provisions of Article 7 of the Collective Agreement.

SCHEDULE "C"

SENIORITY LIST

Where an earlier date is given in brackets, this indicates the start of continuous civic service when an employee was transferred from another civic department to the Fire Department. These earlier dates will affect only service pay, annual vacation entitlement, etc., and will not affect Fire Department seniority.

Seniority List, as per Sections 7.01 and 7.02 of the current Agreement as of June 15, 2004.

Name	Seniority	Rank Classification
M. Beaulac	July 12, 1972	Battalion Chief
E. Pakos	Feb. 1, 1973	Battalion Chief
W. Walton	June 29, 1973	Battalion Chief
R. Page	Jan. 10, 1974	Battalion Chief
R. Stubbington	Apr. 1, 1975	Platoon Captain
M. Perkins	Oct. 3, 1975	Platoon Captain
R. Wheeler	June 15, 1976	Platoon Captain
R. Bieller	July 3, 1976	Platoon Captain
N. Aldous	Sept. 3, 1976	Captain
M. Cramer	Oct. 3, 1976	Captain
G. Nickle	Nov. 4, 1976	Captain
E. Hutchinson	Feb. 1, 1977	Captain
P. Matthews	May 2, 1977	Captain
S. Lajoie	June 1, 1977	Captain
M. Donald	Aug. 1, 1977	Captain
N. de Goey	Aug. 1, 1977	Captain
S. Woodburn	Aug. 1, 1977	Assistant Chief – Training & Staff Development
P. Paterson	Aug. 1, 1977	Lieutenant

Name	Seniority	Rank Classification
R. Rae	Aug. 1, 1977 (Sept. 13/74)	Lieutenant
R. Allen	Aug. 1, 1977	Lieutenant
D. Noren	Aug. 1, 1977	Lieutenant
S. Hemmings	Aug. 1, 1977	Chief Fire Prevention Officer
J. Meadows	Aug. 1, 1977	Fire Fighter 15
W. Scotney	Aug. 1, 1977	Fire Fighter 15
M. Parker	Aug. 1, 1977	Fire Fighter 15
B. Rees	Feb. 16, 1978 (Sept. 18/74)	Fire Fighter 15
S. Sharples	Sept. 1, 1978 (May 29/75)	Fire Fighter 15
R. Jackson	Apr. 8, 1980	Fire Fighter 15
M. Stark	July 4, 1980	Fire Fighter 15
R. Farrell	Aug. 5, 1980	Fire Fighter 15
D. Henson	Mar. 2, 1981	Fire Fighter 15
M. Wells	May 14, 1981	Fire Fighter 15
D. Deane	Sept. 1, 1981	Fire Fighter 15
B. McLean	Mar. 1, 1982	Fire Fighter 15
D. Sutherland	May 1, 1983	Fire Fighter 15
R. Ashley	Dec. 16, 1983 (Sept. 16/76)	Fire Fighter 15
T. Child	July 28, 1986 (Jan. 24/72)	Alarm Dispatch Operator 10
P. Kowalyk	Nov. 17, 1986	Fire Fighter 15
M. Bradstock	May 11, 1987	Fire Fighter 15

Name	Seniority	Rank Classification
D. Bicknell	Nov. 17, 1987	Fire Fighter 15
R. Jones	Aug. 5, 1988 (Apr. 11/83)	Fire Fighter 15
M. Anderson	Sept. 26, 1988	Captain Inspector
J. Zigay	June 1, 1989	Fire Fighter 15
R. Klatt	July 31, 1989	Fire Fighter 10
P. Stephenson	Sept. 4, 1990	Fire Fighter 10
M. Cline	Mar. 11, 1991	Fire Fighter 10
W. Moody	Mar. 4, 1992	Fire Fighter 10
R. Long	Mar. 16, 1992	Fire Fighter 10
M. Robertson	June 15, 1992	Fire Fighter 10
L. Mitchell	June 15, 1992 (Feb. 15/90)	Fire Fighter 10
V. Cullen	June 15, 1992	Fire Fighter 10
S. Smith	Sept. 1, 1992	Lieutenant Inspector
P. Bruce	Feb. 1, 1993	Fire Fighter 10
D. Carey	Feb. 15, 1993	Fire Fighter 10
M. Mastiliak	May 3, 1993	Fire Fighter 10
M. Schrank	June 1, 1993	Fire Fighter 10
G. Batters	July 5, 1993	Fire Fighter 10
B. Elvedahl	July 5, 1993	Fire Fighter 10
A. Griffin	July 5, 1993 (July 24/92)	Fire Fighter 10
G. Birtwistle	July 5, 1993	Fire Fighter 10
G. Charlton *	Sept. 6, 1994	Fire Fighter 1 st Class
G. Taylor	Oct. 3, 1994	Fire Fighter 1 st Class

Name	Seniority	Rank Classification
D. Mollberg	Dec. 5, 1994	Fire Fighter 1 st Class
O. Pohl	April 3, 1995	Fire Fighter 1 st Class
I. Cracknell	June 5, 1995	Fire Fighter 1 st Class
R. Brown	Sept. 5, 1995	Fire Fighter 1 st Class
J. McNeill	Oct. 2, 1995	Fire Fighter 1 st Class
J. Mokosak	Feb. 5, 1996	Fire Fighter 1 st Class
C. Kennell	Feb. 5, 1996	Fire Fighter 1 st Class
C. Verch	Sept. 3, 1996	Fire Fighter 1 st Class
T. Loewen	March 10, 1997 (Dec. 8/92)	Fire Fighter 1 st Class
J. Newberry	June 2, 1997	Fire Fighter 1 st Class
R. Isherwood	June 2, 1997	Fire Fighter 1 st Class
B. Sifert	June 2, 1997 (April 18/89)	Fire Fighter Inspector 1 st Class
K. DeBruin	May 4, 1998 (April 8/90)	Fire Fighter 1 st Class
D. Peterson	May 4, 1998	Fire Fighter 1 st Class
G. Pepper	Sept. 8, 1998	Fire Fighter 1 st Class
N. Pierson *	Sept. 8, 1998	Fire Fighter 1 st Class
M. Bourne	Sept. 8, 1998	Fire Fighter 1 st Class
T. Thompson	January 1, 1999 (May 16/92)	Fire Fighter 1 st Class
S. Meikle *	April 26, 1999 (Jan. 1/85)	Fire Fighter Inspector 1 st Class
J. Kirkendale	August 3, 1999	Fire Fighter 1 st Class
T. Harris	November 1, 1999	Fire Fighter 1 st Class
R. Sulsbury	June 5, 2000	Fire Fighter 1 st Class
N. Sims	June 5, 2000	Fire Fighter 1 st Class
I. Thom	Sept. 5, 2000	Fire Fighter 1 st Class
D. Blackwell	Sept. 5, 2000	Fire Fighter 1 st Class

Name	Seniority	Rank Classification
B. Hoepfner	Jan. 2, 2001	Fire Fighter 1 st Class
R. Fryer	Feb. 5, 2001	Fire Fighter 1 st Class
J. Wilson	Feb. 12, 2001	Fire Fighter 1 st Class
M. Reid	December 1, 2001 (April 25, 1992)	Alarm Dispatch Operator
T. Hanley	March 4, 2002	Fire Fighter 2 nd Class
D. Turner*	July 15, 2002 (March 11, 1985)	Fire Fighter Inspector 1 st Class
M. Saari	October 31, 2002 (March 30, 1999)	Alarm Dispatch Operator
D. Durrance	November 25, 2002	Fire Fighter 3 rd Class
S. McQueen	November 25, 2002	Fire Fighter 3 rd Class
P. Ooms	November 25, 2002	Fire Fighter 3 rd Class
D. Bremner*	November 25, 2002	Fire Fighter 2 nd Class
C. Meeres	April 28, 2003	Fire Master Mechanic
K. Corby**	July 24, 2003	Fire Fighter 4 th Class
C. Ward**	September 24, 2003	Fire Fighter 4 th Class
D. Atkinson**	September 24, 2003	Fire Fighter 4 th Class
J. Hyde**	September 24, 2003	Fire Fighter 4 th Class
S. Ellis**	September 24, 2003	Fire Fighter 4 th Class
S. Bellagente**	September 24, 2003	Fire Fighter 4 th Class
R. Kelly**	October 18, 2003	Fire Fighter 4 th Class

* Accelerated – previous fire or related service.

** Accelerated – previous VFD service.

SCHEDULE "D"

VICTORIA FIRE DEPARTMENT PROMOTIONAL PROGRAM - NON-OFFICERS

1. Purpose:

The purpose of this Promotional Program is to ensure, as far as possible, that all appointments and promotions in the Victoria Fire Department are awarded to a highly trained and specialized group of personnel capable of performing their assigned duties in the fields of Fire Suppression, Fire Prevention and Fire Communications.

2. Application:

This Program shall govern promotion to all those non-officer ranks contained within the bargaining unit.

3. Promotional Procedure:

- (a) Personnel for promotion shall be required to undertake an examination based on material contained in the Standing Operating Procedures, Rules and Regulations, and other prescribed references. In order to qualify for promotion a grade of not less than **seventy-five percent (75%) or a passing grade established by a program provider** must be attained.
- (b) Progression from Probationary status to First (1st) Class rank as a Fire Fighter, Fire Fighter Inspector and Alarm Dispatch Operator shall be as follows:
 - (i) Recruits to the Fire Department shall be accepted as Fire Fighter Probationers, Fire Fighter Inspector Probationers or Alarm Dispatch Operator Probationers and after six (6) months of service satisfactory to the Fire Chief they shall be promoted to the rank and pay of Fire Fighter Fourth (4th) Class, Fire Fighter Inspector Fourth (4th) Class or Alarm Dispatch Operator .
 - (ii) Persons with the rank of Fourth (4th) Class shall, after six (6) months of service satisfactory to the Fire Chief, be promoted to the rank and pay of Third (3rd) Class in their respective classification group.
 - (iii) Persons with the rank of Third (3rd) Class shall, after one (1) year of service satisfactory to the Fire Chief, be promoted to the rank and pay of Second (2nd) Class in their respective classification group.
 - (iv) Notwithstanding any provision in this promotional program, the Employer may recognize previous experience, work history, and/or qualifications of an employee and the Chief of the Department may accelerate the progress of an employee up to the First (1st) Class rank.

- (v) (1) Points (i) to (iv) inclusive of this Subsection 3(b) are subject to the provision that the Fire Chief may withhold promotion, for cause, at the various levels of rank to and including Fire Fighter First (1st) Class, Fire Fighter Inspector First (1st) Class or Alarm Dispatch Operator.
 - (c) Should the Fire Chief determine to withhold promotion from one level of rank to another, the candidate for promotion is entitled, at the time their promotion is withheld, on their request, to a written statement from the Fire Chief specifying and particularizing the reasons for withholding promotion.
 - (d) Should the period of withholding promotion extend to two (2) or more months beyond the normal date of eligibility for promotion at any level of rank, the candidate for promotion, has a right to a hearing before the Fire Chief concerning the matter of their promotion. It is understood that decisions to withhold promotion may be grieved under Article 19.
4. Appeal of Examination Results:
- (a) Any appeal of examination results by a member shall be made to the Fire Chief who shall convene a Review Board composed of the Fire Chief, Deputy Fire Chief and two (2) nonvoting observers appointed by the Union. The decision of the Review Board shall be final.
 - (b) The provision of Subsection 4(a) above shall not affect the right of the Union to proceed with grievance procedures as provided in the Collective Agreement.
5. Effect of Failure on Examinations:
- Should any member not obtain the qualifying examination standard, the employee shall be so informed and permitted to be re-examined within thirty (30) days following the notification of failure to obtain the qualifying standard.

LETTER OF UNDERSTANDING NO. 1

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA
(hereinafter called the "City")
OF THE FIRST PART

AND:

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 730
(hereinafter called the "Union")
OF THE SECOND PART

POOL SYSTEM OPERATING GUIDELINES

This Letter of Understanding is attached to and forms part of the collective agreement in effect between the parties. It is agreed by the parties that the purpose of the Fire Fighters Pool System is to allow more complete utilization of staff employed for the purpose of providing fire protection services on behalf of the City of Victoria and Fire Fighters from the Pool, when available, will be used to supplement staffing levels prior to calling in personnel on overtime.

1) Size of the Fire Fighter Pool.

- (a) The Pool shall not exceed a maximum of eight fire fighters.

2) Selection of the Fire Fighters for the Pool

- (a) The Pool shall consist of the least senior fire fighters in fire suppression hired after October 31, 1999.

3) Work Schedule

- (a) Each Pool fire fighter shall be assigned to a platoon for the purpose of taking annual vacation and statutory holidays.
- (b) Each Pool fire fighter shall be assigned to a fifty-six day work cycle, and may be required to work three hundred and thirty-six hours within that fifty-six day cycle at straight time rates, subject to the following conditions:
 - (i) Each individual fifty-six day cycle will begin on a Monday morning at 0800 hours, and end fifty-six days later on a Monday morning at 0800 hours (should a newly hired fire fighter come into the Pool, the employee shall bump the senior fire fighter out of the Pool and replace him in their fifty-six day cycle).
 - (ii) Each Pool fire fighter will not be required to work more than fifty-eight hours in any week or more than five shifts (the week will begin on a Monday morning at 0800 hours and end seven days later on a Monday morning at 0800 hours).

- (iii) A shift shall be defined as a ten hour day or a fourteen hour night.
- (iv) Each Pool fire fighter on a 14 hour shift shall be entitled to the following 10 hours off work and each Pool fire fighter on a 10 hour shift shall be entitled to the following 14 hours off work, unless overtime rates of pay apply.
- (v) All attempts will be made to configure the work schedule to two ten hour day shifts followed by two fourteen hour night shifts.
- (vi) No Pool fire fighter shall be scheduled to work a twenty-four (24) hour shift.

It is understood by the parties that this Letter of Understanding shall remain in full force and effect while the staffing level of the employees in the bargaining unit is at one hundred and five (105) employees or more. In the event such staffing level is reduced below one hundred and five (105) employees then this Letter becomes void and inoperable until the staffing level is restored to one hundred and five (105) or more employees.

IN WITNESS WHEREOF the parties hereto set the hands and seals of their officers, duly appointed in that behalf, this 15th day of June, 2004, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER:
SIGNED on behalf of the City of
Victoria, in the presence of:

FOR THE UNION:
SIGNED on behalf of the International
Association of Fire Fighters, Local No. 730,
in the presence of:

CHAIRMAN, GVLRA

PRESIDENT, I.A.F.F., Local No. 730

DIRECTOR, GVLRA

SECRETARY, I.A.F.F., Local No. 730

MANAGER, GVLRA

CITY MANAGER

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA
(hereinafter called the "City")
OF THE FIRST PART

AND:

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 730
(hereinafter called the "Union")
OF THE SECOND PART

FITNESS STANDARDS REVIEW

A Committee made of the Fire Chief, Deputy Fire Chief, the Assistant Chief - Training and Staff Development and three (3) members appointed by the Union will be struck within thirty (30) days of the signing of this Collective Agreement.

Within sixty (60) days of the signing of the Collective Agreement the first of those meetings required to actively pursue a fitness standard for members of the Victoria Fire Department will commence.

This Committee, called the Fitness Steering Committee, will reach agreement on issues surrounding:

- base line fitness
- percentage decline from base line due to age (in increments of 2-5 years)
- consequences for failure to meet standards, including:
- individual's responsibility
- Employer responsibility
- procedure for implementation of fitness standards
- frequency of fitness review
- other areas of fitness review that will or may become apparent during the development process.

External resources in the form of individuals, written or visual material may be utilized to assist the parties in reaching agreement on these issues.

The agreement in the form of a joint proposal to add a new Article, called the Fitness Standards Review, to this Collective Agreement will be placed on the table at the next round of collective bargaining for the renewal of this Collective Agreement.

It is understood that failure to reach an agreement pursuant to this Letter of Understanding will bring this matter back to the next round of collective bargaining as an Employer Proposal.

IN WITNESS WHEREOF the parties hereto set the hands and seals of their officers, duly appointed in that behalf, this 15th day of June, 2004, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER:
SIGNED on behalf of the City of
Victoria, in the presence of:

FOR THE UNION:
SIGNED on behalf of the International
Association of Fire Fighters, Local No. 730,
in the presence of:

CHAIRMAN, GVLRA

PRESIDENT, I.A.F.F., Local No. 730

DIRECTOR, GVLRA

SECRETARY, I.A.F.F., Local No. 730

MANAGER, GVLRA

CITY MANAGER

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA
(hereinafter called the "City")
OF THE FIRST PART

AND:

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 730
(hereinafter called the "Union")
OF THE SECOND PART

DEPARTMENT REORGANIZATION

The parties agree that this Letter of Understanding shall be attached to and form part of the current collective agreement between the Union and the City.

1. The parties further agree that within the revised departmental organization, professional fire fighters at and below the rank of Assistant Chief are members of the bargaining unit represented by the Union and entitled to all rights and privileges set out in the collective agreement.
2. The parties understand and agree that senior officers, being defined as incumbents of the classification of Assistant Chief(s) and Battalion Chief(s), may be required and entitled to deal with confidential, recruitment, promotion and discipline matters (other than recommending the dismissal of a professional fire fighter).
3. The parties further agree that, to fulfill their responsibilities and obligations, that senior officers (as defined above) shall be subject to the following:
 - (a) The Assistant Chief(s) shall be part of the Duty Chief "on-call" system.
 - (b) The senior officers may voluntarily, with the approval of the Fire Chief (or their designate), modify their work week as the need arises to attend meetings outside of their normal shift on subjects that are part of their area of responsibility or expertise.
 - (c) The senior officers shall be excluded from holding Union office.
 - (d) The senior officers shall not be subject to any penalty which may arise for non-involvement, or lack of involvement in internal Union business.
 - (e) The senior officers shall not be subject to penalty, sanction, or discipline by the Union as a result of the confidential aspect of their employment.

- (f) The senior officers shall not be required to participate in job action, other than strikes, lockouts, and the recognition and maintenance of picket lines arising there from.
4. The parties further understand that the Employer undertakes not to utilize the flexibilities and quasi-managerial responsibilities exercised by senior officers (as defined above) pursuant to this Letter of Understanding in any application to the Labour Relations Board to exclude such classifications from the bargaining unit.

IN WITNESS WHEREOF the parties hereto set the hands and seals of their officers, duly appointed in that behalf, this 15th day of June, 2004, in the City of Victoria, Province of B.C.

FOR THE EMPLOYER:
SIGNED on behalf of the City of
Victoria, in the presence of:

FOR THE UNION:
SIGNED on behalf of the International
Association of Fire Fighters, Local No. 730,
in the presence of:

CHAIRMAN, GVLRA

PRESIDENT, I.A.F.F., Local No. 730

DIRECTOR, GVLRA

SECRETARY, I.A.F.F., Local No. 730

MANAGER, GVLRA

CITY MANAGER

LETTER OF UNDERSTANDING NO. 4

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA
(hereinafter called the "City")
OF THE FIRST PART

AND:

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 730
(hereinafter called the "Union")
OF THE SECOND PART

WAGE PROTECTION – INCUMBENT ONLY

The parties agree that the present incumbent, Mr. Tom Child, shall be grandfathered at his present rate of pay and shall continue to receive the general wage increases that may be applied to the Fire Fighter 1st Class Index @ 100% for as long as the employee remains employed in their present position.

IN WITNESS WHEREOF the parties hereto set the hands and seals of their officers, duly appointed in that behalf, this 15th day of June, 2004, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER:
SIGNED on behalf of the City of
Victoria, in the presence of:

FOR THE UNION:
SIGNED on behalf of the International
Association of Fire Fighters, Local No. 730,
in the presence of:

CHAIRMAN, GVLRA

PRESIDENT, I.A.F.F., Local No. 730

DIRECTOR, GVLRA

SECRETARY, I.A.F.F., Local No. 730

MANAGER, GVLRA

CITY MANAGER

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA
(hereinafter called the "City")
OF THE FIRST PART

AND:

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 730
(hereinafter called the "Union")
OF THE SECOND PART

ISSUANCE OF UNIFORMED CLOTHING

In accordance with Article 18.01 of the Collective Agreement between the Corporation of the City of Victoria and IAFF, Local 730, the parties have mutually agreed to a variance in Section 18.02, the scheduled uniformed clothing issuance, on a without prejudice basis. All remaining sections of Article 18 shall remain in effect.

The parties agree to the following variance:

1. At beginning of the 2000 budget year an individual "point system" for ordering annual clothing issues will be adopted.
2. Every member of Local 730 will be entitled to an annual clothing expenditure of 360 "points". In the initial order year (2000) one point shall be equal to one 2000 Canadian dollar. This equates to 30 "points" per month of service in that calendar year. New employees who were not employed with the Department at the beginning of the year will have their points factored on a 30 point per month basis.
3. Prior to clothing orders in subsequent years the CPI (Consumer Price Index – Statistics Canada for Victoria) shall be factored into the dollar value of the points allotment from the previous year. This shall be done to take inflation into account over the years and to facilitate calculation of funds available for clothing in a given year and to facilitate the "buyout" value for members retiring with unused points.
4. An employee's unused "point balance", if any, can be carried over and "banked" annually to a maximum of 720 points (2 years). Maximum point order by any member in the third year of the program would be 1,080 points (3rd year points plus 2 years of no clothing order).
5. Employees may not spend more points than entitled to in a calendar year including carry forwards described in #4.

- 6. Employees retiring with unused points have the option of a cash buyout of their points at 50% (one-half) of their adjusted dollar value.**
- 7. An employee who has used all their points and subsequently retires, shall reimburse the City the dollar value based on the point factoring and dollar equivalency as defined in previous points #2 and #3.**
- 8. An employee shall be entitled to order a Department blazer, at any time, from their current point balance.**
- 9. New employees shall be issued their initial "Recruit kit" within 12 months of their date of hire as set out in clause 17 below.**
- 10. The difference between the Clothing Budget and the total clothing costs, including the clothing/uniform variance, will be redirected to Department training and/or type of personal equipment. The Executive of Local 730 after consultation with their membership, shall decide with the Department's Administration the nature of the training and/or type of personal equipment.**
- 11. The entire clothing order for any year shall be completed and submitted to Department Administration by a particular date to be mutually agreed upon by the Clothing Committee and Administration. This date to be no later than January 1st of the following year.**
- 12. The Clothing Committee shall consist of a 3 member subcommittee from the Executive of Local 730.**
- 13. That an initial, and thereafter annual review of clothing quality, cost, additions, deletions and point assignment be held jointly between the Clothing Committee and Administration following the receipt of all clothing and determination of total costs for that calendar year.**
- 14. All members shall be required to keep their Dress and Station wear in satisfactory condition at all times. If a member is required to replace clothing because of its condition, the cost for the new clothing will come out of the person's clothing point allotment. Subsequently, if a member does not have adequate points to cover the latter, the issue will be ordered for the employee and the point adjustment will be made from the employee's "banked" points. However, if there are no "banked" points available the required points will come from the individual's following years allotment.**
- 15. During the period of one month prior to members ordering their annual clothing Shift Officers shall conduct an annual shift "kit muster" day to ensure that their members possess a minimum muster kit of acceptable quality, quantities and fit.**
- 16. Either party may, upon written notice, opt to revert back to the original**

schedules uniformed clothing issuances (Section 18.02) up to four months following completion of the shift ordering process for the subsequent year.

17. Initial Suppression Recruit "Kit"

2 – T-Shirts s/s	1 – Dress Tunic	1 – Winter Jacket
2 – Work shirts s/s	1 – Dress Shirt s/s	1 – Trench coat
2 – Work shirts l/s	1 – Dress Pants	1 – Pair work boots *Upgrade option
2 – Work pants	1 – Dress cap	1 – Turnout Gear Bag
1 – Belt	1 – Necktie	1 – Personal Gear Bag

IN WITNESS WHEREOF the parties hereto set the hands and seals of their officers, duly appointed in that behalf, this 15th day June, 2004, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER:
SIGNED on behalf of the City of
Victoria, in the presence of:

FOR THE UNION:
SIGNED on behalf of the International
Association of Fire Fighters, Local No. 730,
in the presence of:

CHAIRMAN, GVLRA

PRESIDENT, I.A.F.F., Local No. 730

DIRECTOR, GVLRA

SECRETARY, I.A.F.F., Local No. 730

MANAGER, GVLRA

CITY MANAGER