

COLLECTIVE AGREEMENT

THE CORPORATION OF THE CITY OF VICTORIA

AND

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL NO. 730

JANUARY 1, 2010 – DECEMBER 31, 2011

INDEX

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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 **twelve (12) consecutive months** and has been confirmed by the Fire Chief.

(c) Casual Employee:

(i) One who is not a permanent employee but employed for a **pre-determined period of time or as needed basis**.

- (ii) **In lieu of benefit plan entitlements, vacation entitlements, statutory holiday pay, sick leave entitlements provided under the collective agreement, a casual employee shall receive thirteen per cent (13%) of their gross wage earnings (basic wages) for all hours worked.**

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 1st, **2010**, to and including December 31st, **2011**, 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 Fire Chief 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 members' 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 Fire Chief, 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, 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" driver's 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 Fire 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

Eight (8) employees (two (2) per platoon) assigned in order of seniority from the Fire Suppression non-officer ranks by the Fire Chief who are holders of valid and current First Aid Certification shall be the designated **and qualified** 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 twelve (12) 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 Fire Chief, 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 an appraisal period of six (6) consecutive calendar months of work.
- (c) This appraisal period may be extended a further six (6) consecutive calendar months at the discretion of the Fire Chief, after consultation with and agreement of the Union.

- (d) Notwithstanding any provision in this appraisal period, the Fire Chief may recognize previous experience, work history, and/or qualifications of an employee and waive the appraisal 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 appraisal 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.
- 8.04 (a) An employee promoted into an exempt position with the Employer, within twelve (12) months of the promotion, may be returned to their former position, rank and story without loss of seniority should the Employer determine that the employee is not suitable for the position to which they had been appointed.
- (b) An employee promoted into an exempt position with the Employer, within twelve (12) months of the promotion, may elect to return to their former position, rank and story without loss of seniority should the employee decide they are not satisfied in the position to which they had been appointed.

ARTICLE 9 - SENIOR PAY

- 9.01 (a) **Any employee** 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 **six (6)** 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.
- (b) **Article 9 shall not apply when employees acting in a senior capacity are absent due to illness or compensatory time for periods of less than one (1) scheduled duty shift.**
- (c) **A vacancy shall be filled with senior employees on shift to act in a senior capacity. If no employees are available on shift to fill the senior position, Article 21.07 shall apply.**
- (d) **Employees acting at the rank of Battalion Chief shall be compensated at one hundred thirty percent (130%) of the Fire Fighter 10th year rate of pay when not qualified to Fire Officer III.**

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>37½ 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 Fire Chief 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 (a) 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 the following leave of absence with pay as a reward for long and faithful service:

Two platoon system=	192 hours (16 shifts)
37½ hour work week	= 152 hours

(b) The number of employees taking this leave shall be limited to a maximum of six (6) employees per calendar year. The Fire Chief reserves the discretion to approve more than six (6) employees taking the leave per year.

(c) Leave pursuant to this Article shall be selected prior to January 1st of each calendar year in order of seniority and shall require the approval of the Fire Chief to ensure operational requirements are met.

(d) Notwithstanding clause (c) above, the Fire Chief may exercise his discretion to grant a request for long service leave by an employee after the January 1st cut-off date.

(e) In the Suppression Division, the leave shall be taken in blocks of not less than forty-eight (48) hours each.

(f) In the Fire Prevention and Mechanical Divisions, the leave shall be taken in a single block of one hundred fifty-two (152) hours.

ARTICLE 11 - STATUTORY HOLIDAYS

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

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
British Columbia Day

Labour Day
Thanksgiving Day
Armistice Day
Christmas Day
Boxing Day

and all Statutory Holidays proclaimed and/or declared by the City of 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 times ($2\frac{1}{2}x$) 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 times ($1\frac{1}{2}x$) 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 Fire Chief 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 Fire Chief or Deputy Fire 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 permanent 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 (2½%) 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

An employee who prior to April 1st, 2007 had purchased from the Municipal Pension Plan the time served by the employee in a probationary period with the City (which had not before been considered as pensionable service) shall be reimbursed fifty percent (50%) of the purchase cost by the City upon the employee producing the receipt and provided the employee has reached the minimum retirement age.

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 Fire Chief. 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 Fire Chief, except in cases of illness, shall be reported in writing by the Fire Chief 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 Dispatch 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
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1 Tie	}	All Personnel
-------	---	---------------

Every Fourth Year

1 Blazer (with crest on breast pocket)	}	All Personnel
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1 Nylon Jacket (with Fire Department patch on each shoulder)	}	All Personnel
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- (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 Fire Chief. 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 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 Fire Chief; the expense of which shall be borne by the City.

ARTICLE 19 - DEFINITION OF A GRIEVANCE

- 19.01 The Employer shall not dismiss or discipline an employee except for just and reasonable cause.
- 19.02 For purposes of this Agreement, the term grievance shall mean any difference between the parties, or the Employer and any employee, concerning the interpretation, application, operation or any alleged violation of the Agreement or any other dispute, including any question as to whether a matter is arbitrable. All grievances shall be finally and conclusively resolved in the manner provided in this Article without stoppage of work.

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 Procedure

(a) Step 1:

- (i) Within twenty (20) working days from the date of the incident prompting the grievance, representatives of the Union shall discuss the matter with the Deputy Fire Chief of Administration.
- (ii) At this stage, the Union representatives shall clearly advise the Deputy Fire Chief that the matter to be discussed is considered a grievance.
- (iii) After this meeting, the Deputy Fire Chief shall advise the Union, in writing, within five (5) working days of his decision affecting their Step 1 discussion.
- (iv) The foregoing twenty (20) day limit shall not include the actual period that a grieving employee cannot be in communication with the Union or the Employer as a result of that employee's absence from work on sick leave or vacation.

(b) Step 2:

- (i) If the grievance is not resolved at Step 1, the Union shall submit the grievance in writing to the Fire Chief within ten (10) working days of receipt of the decision at Step 1.

- (ii) The Fire Chief shall meet with the representatives of the Union, within ten (10) working days of his receipt of the grievance, in an attempt to reach a satisfactory settlement.
 - (iii) After this meeting, the Fire Chief shall advise the Union, in writing within five (5) working days of his decision affecting their Step 2 discussion. A copy of this correspondence shall be provided to the Union.
- (c) Step 3:
 - (i) If no settlement is reached at Step 2, a meeting shall occur between up to three (3) representatives of the Union and the City Manager plus up to two (2) additional representatives of the Employer, within ten (10) working days of receipt of the Step 2 decision.
 - (ii) After this meeting, the Employer shall advise the Union, in writing within five (5) working days of the decision of the City Manager affecting the Step 3 discussion. A copy of this correspondence shall be provided to the Union.
- (d) Step 4: If settlement is not reached through the foregoing procedures, the grievance may be referred to an Arbitrator. When either party requests that a grievance be submitted to arbitration, such request shall be to the other party, in writing, within ten (10) working days of receipt of the Step 3 decision.

20.03 Extension of Time Limits

The Union and the Employer may by mutual agreement extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. However, failure to observe the time limitations herein, including the time to initiate a grievance, shall render the grievance void; except that when the recipient of the grievance fails to respond within the prescribed time limits, the grievance shall advance to the next step in the grievance procedure.

20.04 Policy Grievance

Where a dispute involving a question of general application or general interpretation of this Agreement occurs, or the Employer has a grievance, such grievance may be processed commencing at Step 3, provided the grievance is submitted within twenty (20) working days from the date of the incident prompting the grievance.

20.05 Powers of an Arbitrator

- (a) The decision of the Arbitrator shall be made within ten (10) working days of the conclusion of the hearings, or such longer periods as may be allowed by mutual agreement of the parties. The decision of the Arbitrator shall be final and binding.
- (b) The Arbitrator shall establish his own rules of procedure but shall give full opportunity to the parties to present evidence and make representations, and to afford the opposing party adequate opportunity to cross-examine witnesses.

20.06 Cost of Arbitration

The expenses and compensation of the Arbitrator shall be borne by the parties, by dividing the cost equally.

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

- (a) **The weekly hours of work for an employee of the Training Division shall be equivalent to thirty-seven and one-half (37½) hours excluding meal periods, Monday through Friday inclusive, from 0830 hours to 1630 hours.**
- (b) **By mutual agreement of the Union and the Employer, the parties may implement a “modified” work week that shall provide for nine (9) days of work during each bi-weekly period. During this bi-weekly period, Employees of the Training Division shall work seventy-five (75) hours. Eight (8) days shall be between the hours of 0730 and 1630, with a thirty (30) minute lunch break, and the ninth (9th) day shall be between the hours of 0730 and 1500, with a thirty (30) minute lunch break. Upon representation to the Fire Chief, or his or her designate, and subject to operational requirements, the Division may request a variation to these hours to accommodate the modified work schedule, ensuring a total of seventy-five (75) working hours over the bi-weekly period. This schedule will be implemented for the entire Division.**

- (c) Where applicable, employees of the Division working the “modified” work week schedule shall alternate their flex days bi-weekly, to ensure operational efficiency and sufficient staffing in the Division each week.**
- (d) A sick day, vacation day, statutory holiday, or other paid leave from work shall be utilized in an hourly equivalent to the annual entitlement.**
- (e) It is understood that with the exception of unforeseen circumstances, all efforts will be made to ensure qualified personnel are available each regularly scheduled workday, Monday through Friday inclusive.**
- (f) Upon thirty (30) days’ notice, the Union or Employer may cancel any modified work schedule 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.**
- (g) Notwithstanding the foregoing, in the event of a major emergency/disaster or conflagration, the Fire 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.**

21.03 Mechanical Division - Hours of Work

- (a) The weekly hours of work for an employee of the Mechanical Division shall be equivalent to thirty-seven and one-half (37½) hours excluding meal periods, Monday through Friday inclusive, from 0830 hours to 1630 hours.**
- (b) By mutual agreement of the Union and the Employer, the parties may implement a “modified” work week that shall provide for nine (9) days of work during each bi-weekly period. During this bi-weekly period, employees of the Mechanical Division shall work seventy-five (75) hours. Eight (8) days shall be between the hours of 0730 and 1630, with a thirty (30) minute lunch break, and the ninth (9th) day shall be between the hours of 0730 and 1500, with a thirty (30) minute lunch break. Upon representation to the Fire Chief, or his or her designate, and subject to operational requirements, the Division may request a variation to these hours to accommodate the modified work schedule, ensuring a total of seventy-five (75) working hours over the bi-weekly period. This schedule will be implemented for the entire Division.**

- (c) **Where applicable, employees of the Division working the “modified” work week schedule shall alternate their flex days bi-weekly, to ensure operational efficiency and sufficient staffing in the Division each week.**
- (d) **A sick day, vacation day, statutory holiday, or other paid leave from work shall be utilized in an hourly equivalent to the annual entitlement.**
- (e) **It is understood that with the exception of unforeseen circumstances, all efforts will be made to ensure qualified personnel are available each regularly scheduled workday, Monday through Friday inclusive.**
- (f) **Upon thirty (30) days’ notice, the Union or Employer may cancel any modified work schedule 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.**
- (g) **Notwithstanding the foregoing, in the event of a major emergency/disaster or conflagration, the Fire 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.**

21.04 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 (2) 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 (2) of the four (4) scheduled days of work shall be 9 hours and 30 minutes of work in duration and the other two (2) 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 Fire 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 one and one-half times ($1\frac{1}{2}x$) 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 one and one-half times ($1\frac{1}{2}x$) 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 Fire Chief (or their designate), shall be paid a minimum of three (3) hours at two times (2x) their regular rate of pay.

21.08 Overtime

An employee who is required to work overtime of one-half ($\frac{1}{2}$) hour or more in excess of and immediately following the completion of their regular shift shall be paid at one and one-half times ($1\frac{1}{2}x$) 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 one and one-half times ($1\frac{1}{2}$) 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.

21.11 Medical Attendance

- (a) An employee who is required to attend while off-duty at a medical facility for initial treatment and/or testing relative to a potential job-related exposure to a serious infectious disease, such as, but not limited to, tuberculosis, hepatitis or HIV, shall receive a minimum of three (3) hours compensation at the employee's regular rate of pay for such attendance, to be taken as time off work subject to the operational requirements of the Department.
- (b) In addition, an employee who is required to attend for follow-up treatment and/or testing at the direction of a physician, while the employee is off-duty, shall receive a minimum of three (3) hours compensation at the employee's regular rate of pay per treatment or test, to be taken as time off work subject to the operational requirements of the Department.

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>2 Platoon System</u>	<u>37 ½ Hour Week</u>
1 st year	12 hours/month	9.5 hours/month
2 nd to end of 5 th year	144 hours	90 hours
6 th to end of 15 th year	168 hours	135 hours
After 15 th year	222 hours	180 hours

- 22.02 (a) In any calendar year where an employee has not utilized sick leave or used only a portion of their entitlement as set out above, the unused sick leave entitlement shall accrue and be available to employees at the rate of one hundred percent (100%) during the first five (5) years of employment; at the rate of sixty-six and two-thirds percent (66 2/3%) from the sixth (6th) year to and including the fifteenth (15th) year; however, in the sixteenth (16th) year and each year thereafter the amount of accrual shall be fifty percent (50%) of the unused entitlement.
- (b) Further, it is 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 (a) 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)

(b) An employee is entitled to receive the foregoing salary grant at the rate of pay (rank index) of the confirmed classification in which the employee actively worked for a minimum of one thousand ninety two (1092) hours. This one thousand ninety two (1092) hours shall include a minimum of five hundred forty six (546) hours worked while confirmed in the classification and up to five hundred forty six (546) hours worked in an acting capacity in the classification.

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, 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 Upon request to the Fire Chief, an employee shall be granted compassionate leave with pay for the purposes of grieving as follows: death of a family member (family member includes spouse, common-law spouse, parents, children, step children, step parents, brother, sister, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, grandparents of an employee, grandparents of a spouse, grandchildren, same sex spouse, or any other relative who has been living at the same residence as the employee) – up to three (3) days.

24.02 The Fire Chief shall also authorize reasonable travel time with pay to a maximum of two (2) additional days in instances where such time is deemed appropriate by the Fire Chief as a result of the location where the employee shall be attending the funeral.

24.03 Other than the compassionate leave mentioned above, employees may be granted leave with pay for short periods to attend a funeral or act as a pallbearer – up to one half (1/2) day per year.

24.04 In the case of a death of a person not a member of an employee's immediate family, the Fire Chief may, in his sole discretion, grant a leave of absence without pay for a reasonable period of time for the purposes of grieving.

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

26.03 Instructor's Pay

- a) **The Employer recognizes the importance of employees having developmental and training opportunities related to the fire services.**
- b) **For the purpose of this Article, instructors must be working on behalf of the Training Division and have prior approval by the Employer.**
- c) **An employee who is "on duty" and assigned to provide formal instruction duties and instructs for three (3) hours or more, shall be compensated at the rank of Captains rate of pay.**
- d) **An employee who is "off duty" and assigned to provide formal instruction duties shall be compensated for all hours worked at a rate of 1.5x of their regular rate of pay.**
- e) **For the purpose of this Article, regular skills maintenance and on shift core firefighting skills shall not apply.**

26.04 Driver's Medical Examination

- (a) **Where a medical examination is required to maintain a professional Class 1 or Class 3 driver's license as a condition of employment, the Employer shall reimburse such medical costs to those employees designated as "drivers" under Article 7.06 upon presentation of payment.**
- (b) **Any employee who suffers loss of driving privileges through prohibition shall not qualify for reimbursement under this Article.**

26.05 For the purpose of defining eligibility for Fire Fighter 1st Class (10th year qualified), upon completion of ten (10) years with the Fire Department and through written application to the Fire Chief, employees who have attained qualifications in the following core disciplines shall qualify for the Fire Fighter 10th Year qualified rate:

- **Confined Space Rescue or Technical High Angle Rescue,**
- **NFPA 1002 (Emergency Vehicle Operations)**
- **Marine Operations***
- **Incident Command 200**

***All above noted courses are at the operations level. Those pursuing Marine Operations may apply to the Fire Chief for exemption from the qualifications of Confined Space Rescue or Technical High Angle Rescue.**

26.06 For the purposes of defining eligibility for Fire Fighter 1st Class (15th year qualified), upon completion of fifteen (15) years with the Fire Department, employees who have successfully attained “Fire Officer 1” shall qualify for the Fire Fighter 15th year qualified rate.

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 percent (75%) of the monthly premium costs and the employee shall contribute the remaining twenty-five percent (25%). Effective July 1st, 2009, the Employer shall contribute eighty percent (80%) of the monthly premium costs and the employee shall contribute the remaining twenty percent (20%).

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 percent (75%) of the monthly premium costs and the employee shall contribute the remaining twenty-five percent (25%). Effective July 1st, 2009, the Employer shall contribute eighty percent (80%) of the monthly premium costs and the employee shall contribute the remaining twenty percent (20%).
- (c) The extended health benefit coverage shall include:
 - (i) the basic plan and enhancements in effect at December 31st, 2006;
 - (ii) eighty percent (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. Effective July 1st, 2009, eighty percent (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 four hundred dollars (\$400) per pair and an employee or eligible dependent shall be eligible to apply the four hundred dollars (\$400) to laser eye surgery in lieu of eye glasses or contact lenses.

- (iii) hearing aids for each employee and their dependents to a maximum of five hundred dollars (\$500) per person every five (5) years;
- (iv) eye examinations for each employee and their dependants to a maximum of seventy-five dollars (\$75.00) per person every two (2) years.
- (v) Effective July 1st, 2009, the present annual deductible of twenty-five dollars (\$25) shall be deleted from the Extended Health Benefit plan.

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 percent (75%) of the monthly premium costs and the employee shall contribute the remaining twenty-five percent (25%). Effective July 1st, 2009, the Employer shall contribute eighty percent (80%) of the monthly premium costs and the employee shall contribute the remaining twenty percent (20%).
- (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 percent (75%) of the monthly premium cost and the employee shall contribute the remaining twenty-five percent (25%). Effective July 1st, 2009, the Employer shall contribute eighty percent (80%) of the monthly premium costs and the employee shall contribute the remaining twenty percent (20%).
- (c) The dental care plan shall include:

- (i) one hundred percent (100%) reimbursement of Plan "A", Basic services, and
 - (ii) fifty percent (50%) reimbursement of Plan "B", Prosthetic Appliances, Crowns and Bridge procedures.
 - (iii) fifty percent (50%) reimbursement of Plan "C" Orthodontia to a lifetime maximum of two thousand five hundred dollars (\$2,500.00) per person. Effective July 1st, 2009, the lifetime maximum will be increased to five thousand dollars (\$5,000.00) 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 there from 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.

27.06 Maintenance of Benefit Coverage

- (a) An employee, while on an approved unpaid leave of absence of up to six (6) months shall continue to maintain their coverage in the Medical, Dental, Extended Health, Group Life Insurance, and Accidental Death and Dismemberment benefit plans by paying one hundred percent (100%) of the costs of the premiums beginning the first day of the month following the commencement of the leave.
- (b) An employee who is eligible for WCB benefits shall maintain their enrolment in the benefit plans by paying their share of the premium costs.

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 Fire Chief 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 – Issue of Uniformed Clothing
- Letter of Understanding No. 5 – Relief Alarm Dispatch Operators

IN WITNESS WHEREOF the parties hereto set the hands and seals of their officers, duly appointed in that behalf, this 16th day of October, 2014, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER:

SIGNED on behalf of the City of Victoria, in the presence of:



CHAIRMAN, GVLRA



DIRECTOR, GVLRA



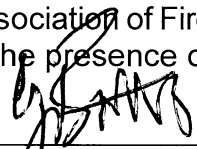
EXECUTIVE DIRECTOR, GVLRA



CITY MANAGER

FOR THE UNION:

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



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



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

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

SCHEDULE "A"

MONTHLY WAGE SCHEDULE

<u>CLASSIFICATION</u>	<u>INDEX FACTOR</u>	<u>01-Jan-2010</u>	<u>01-July-2010</u>	<u>01-Jan-2011</u>	<u>01-July-2011</u>	<u>30-Dec-2011</u>	<u>31-Dec-2011</u>
-	-	-	-	-	-	-	-
		1.5%	1.5%	1.25%	1.25%	0.5%	10 & 15 Yr
Fire Fighter Probationer	70%	\$4,527	\$4,595	\$4,652	\$4,710	\$4,734	
Fire Fighter 4 th Class Probationer	75%	\$4,850	\$4,923	\$4,985	\$5,047	\$5,072	
Fire Fighter 3 rd Class	80%	\$5,174	\$5,251	\$5,317	\$5,383	\$5,410	
Fire Fighter 2 nd Class	90%	\$5,820	\$5,908	\$5,981	\$6,056	\$6,087	
Fire Fighter 1 st Class	100%	\$6,467	\$6,564	\$6,646	\$6,729	\$6,763	\$6,763
Fire Fighter 1 st Class (Completion of 10 th Year)	102%	\$6,596	\$6,695	\$6,779	\$6,864	\$6,898	-
Fire Fighter 1 st Class (10 Year Qualified)	103%	-	-	-	-	-	\$6,966
Fire Fighter 1 st Class (15 Year Qualified)	105%	\$6,790	\$6,892	\$6,978	\$7,065	\$7,101	-
Fire Fighter 1 st Class (15 Year Qualified)	106%	-	-	-	-	-	\$7,169
Lieutenant	112% of 10 th Year	\$7,388	\$7,498	\$7,592	\$7,688	\$7,726	\$7,802
Captain	122% of 10 th Year	\$8,047	\$8,168	\$8,270	\$8,374	\$8,416	\$8,499
Platoon Captain	127% of 10 th Year	\$8,377	\$8,503	\$8,609	\$8,717	\$8,760	\$8,847
Battalion Chief	140% of 10 th Year	\$9,234	\$9,373	\$9,491	\$9,610	\$9,657	\$9,752
Alarm Dispatch Operator Probationer	70%	\$4,527	\$4,595	\$4,652	\$4,710	\$4,734	
Alarm Dispatch Operator 3 rd Class Probationer	75%	\$4,850	\$4,923	\$4,985	\$5,047	\$5,072	
Alarm Dispatch Operator 2 nd Class	80%	\$5,174	\$5,251	\$5,317	\$5,383	\$5,410	
Alarm Dispatch Operator 1 st Class	90%	\$5,820	\$5,908	\$5,981	\$6,056	\$6,087	
Fire Prevention Inspector Probationer	70%	\$4,527	\$4,595	\$4,652	\$4,710	\$4,734	
Fire Prevention Inspector 4 th Class Probationer	75%	\$4,850	\$4,923	\$4,985	\$5,047	\$5,072	
Fire Prevention Inspector 3 rd Class	80%	\$5,174	\$5,251	\$5,317	\$5,383	\$5,410	
Fire Prevention Inspector 2 nd Class	90%	\$5,820	\$5,908	\$5,981	\$6,056	\$6,087	
Fire Prevention Inspector 1 st Class	100%	\$6,467	\$6,564	\$6,646	\$6,729	\$6,763	
Fire Prevention Inspector 1 st Class (Completion of 10 th Year)	102%	\$6,596	\$6,695	\$6,779	\$6,864	\$6,898	-
Fire Prevention Inspector 1 st Class (10 Year Qualified)	103%	-	-	-	-	-	\$6,966
Fire Prevention Inspector 1 st Class (15 Year Qualified)	105%	\$6,790	\$6,892	\$6,978	\$7,065	\$7,101	-

<u>CLASSIFICATION</u>	<u>INDEX FACTOR</u>	<u>01-Jan-2010</u>	<u>01-July-2010</u>	<u>01-Jan-2011</u>	<u>01-July-2011</u>	<u>30-Dec-2011</u>	<u>31-Dec-2011</u>
-	-	-	-	-	-	-	-
		1.5%	1.5%	1.25%	1.25%	0.5%	10 & 15 Yr
Fire Prevention Inspector 1 st Class (15 Year Qualified)	106%	-	-	-	-	-	\$7,169
Lieutenant - Fire Prevention	112% of 10 th Year	\$7,388	\$7,498	\$7,592	\$7,688	\$7,726	\$7,802
Captain - Fire Prevention	122% of 10 th Year	\$8,047	\$8,168	\$8,270	\$8,374	\$8,416	\$8,499
Assistant Chief - Fire Prevention	140% of 10 th Year	\$9,234	\$9,373	\$9,491	\$9,610	\$9,657	\$9,752
Assistant Chief - Training and Staff Development	140% of 10 th Year	\$9,234	\$9,373	\$9,491	\$9,610	\$9,657	\$9,752
Fire Master Mechanic	122%	\$7,890	\$8,008	\$8,108	\$8,209	\$8,251	
Fire Master Mechanic (Completion of 10 th Year)	102% of Master Mech	\$8,048	\$8,168	\$8,270	\$8,373	\$8,416	

Notes:

1.) The last column includes the increases to the Fire Fighter 1st Class (10 Year Qualified), the Fire Fighter 1st Class (15 Year Qualified), and all Officer Indices. Even though the rates are for this 2010-2011 Collective Agreement, the rates were not initially implemented until ratification.

2.) Index Factors are based on the percentage (%) of the 1st Class Fire Fighter rate, unless otherwise indicated.

3.) The index factors for the classification of "Fire Prevention Inspector / FDM Support" mirror those of "Fire Prevention Inspector"

4.) For clarity purposes, a newly hired employee shall move from one index factor to the next higher index factor in accordance with the following durations of employment:

Fire Fighters , Fire Prevention Inspectors and Fire Prevention Inspector / FDM Support:

1 st 6 months	70% Index	Probationer
7 th to 12 months	75% Index	4 th Class Probationer
13 th to 24 months	80% Index	3 rd Class
25 th to 36 months	90% Index	2 nd Class
37 th month onwards	100% Index	1 st Class

Alarm Dispatch Operators:

1st 6 months	70% Index	Probationer
7th to 12 months	75% Index	3rd Class Probationer
13th to 24 months	80% Index	2nd Class
25th month onwards	90% Index	1st Class

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 – Fire Prevention and
Captain – Fire Prevention and
Assistant Chief – Fire Prevention

(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 two (2) years. In the event they hold the position for a period in excess of two (2) years, and wish to return to either of the above named Divisions, they shall return to their former rank and story in their respective Division.
- (iii) The appointee shall be given twelve (12) months in which to prove satisfactory to the Fire Chief and if the employee fails to do so, the appointee shall be returned to their former position, rank and story 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 – Fire Prevention, Captain – Fire Prevention), each candidate must obtain an examination grade of not less than seventy percent (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 (2) members appointed by the Union and one (1) 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 (2) 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 "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 obtained.
- (b) Progression from Probationary status to 1st Class rank as a Fire Fighter, Fire Prevention Inspector or Fire Prevention Inspector / FDM Support shall be as follows:
 - (i) Recruits to the Fire Department shall be accepted as Fire Fighter Probationers, Fire Prevention Inspector Probationers or Fire Prevention Inspector / FDM Support 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 4th Class Probationer, Fire Prevention Inspector 4th Class Probationer or Fire Prevention Inspector / FDM Support 4th Class Probationer.
 - (ii) Persons with the rank of 4th Class shall, after six (6) months of service satisfactory to the Fire Chief, be promoted to the rank and pay of 3rd Class in their respective classification group.
 - (iii) Persons with the rank of 3rd Class shall, after one (1) year of service satisfactory to the Fire Chief, be promoted to the rank and pay of 2nd Class in their respective classification group.

- (iv) Persons with the rank of 2nd Class shall, after one (1) year of service satisfactory to the Fire Chief, be promoted to the rank and pay of 1st Class in their respective classification group.
- (c) Progression from Probationary status to 1st Class rank as an Alarm Dispatch Operator shall be as follows:
 - (i) Recruits to the Department shall be accepted as 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 Alarm Dispatch Operator 3rd Class Probationer.
 - (ii) Persons with the rank of Alarm Dispatch Operator 3rd Class Probationer shall, after six (6) months of service satisfactory to the Fire Chief, be promoted to the rank and pay of Alarm Dispatch Operator 2nd Class.
 - (iii) Persons with the rank of Alarm Dispatch Operator 2nd Class shall, after one (1) year of service satisfactory to the Fire Chief, be promoted to the rank and pay of Alarm Dispatch Operator 1st Class.
- (d) Notwithstanding any provision in this promotional program, the Employer may recognize previous experience, work history, and/or qualifications of an Employee, and the Fire Chief may accelerate the progress of an Employee up to the 1st Class rank.
- (e) Subsections 3(b) and 3(c) 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 1st Class, Fire Prevention Inspector 1st Class, Fire Prevention Inspector / FDM Support 1st Class and Alarm Dispatch Operator 1st Class.
- (f) 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 and upon their request, to a written statement from the Fire Chief specifying and particularizing the reasons for withholding promotion.
- (g) 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 Articles 19 and 20.

4. Appeal of Examination Results:

- (a) Any appeal of examination results by an Employee shall be made to the Fire Chief, who shall convene a Review Board composed of the Fire Chief, Deputy Fire Chief and two (2) non-voting observers appointed by the Union. The decision of the Review Board shall be final.
- (b) The provision of Subsection 4(a) 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 Employee 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 (8) 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 (56) day work cycle, and may be required to work three hundred and thirty-six (360) hours within that fifty-six (56) day cycle at straight time rates, subject to the following conditions:
 - (i) Each individual fifty-six (56) day cycle will begin on a Monday morning at 0800 hours, and end fifty-six (56) 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 (56) day cycle).


- (ii) Each Pool Fire Fighter will not be required to work more than fifty-eight (58) hours in any week or more than five (5) shifts (the week will begin on a Monday morning at 0800 hours and end seven (7) days later on a Monday morning at 0800 hours).
- (iii) A shift shall be defined as a ten (10) hour day or a fourteen (14) hour night.
- (iv) Each Pool Fire Fighter on a fourteen (14) hour shift shall be entitled to the following ten (10) hours off work and each Pool Fire Fighter on a ten (10) hour shift shall be entitled to the following fourteen (14) hours off work, unless overtime rates of pay apply.
- (v) All attempts will be made to configure the work schedule to two (2) ten (10) hour day shifts followed by two (2) fourteen (14) 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 16th day of October, 2014, in the City of Victoria, Province of British Columbia.


FOR THE EMPLOYER:

SIGNED on behalf of the City of Victoria, in the presence of:



 CHAIRMAN, GVLRA



 DIRECTOR, GVLRA


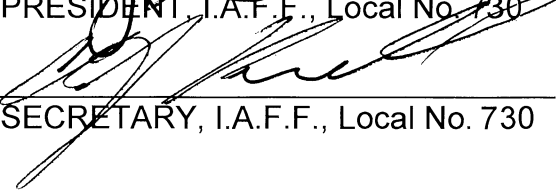
 EXECUTIVE DIRECTOR, GVLRA


 CITY MANAGER

FOR THE UNION:

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



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


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

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 16th day of October, 2014 in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER:

SIGNED on behalf of the City of Victoria, in the presence of:



CHAIRMAN, GVLRA



DIRECTOR, GVLRA



EXECUTIVE DIRECTOR, GVLRA



CITY MANAGER

FOR THE UNION:

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



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



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

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 Training and Staff Development 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 16th day of October 2014, in the City of Victoria, Province of B.C.

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



CHAIRMAN, GVLRA



DIRECTOR, GVLRA



EXECUTIVE DIRECTOR, GVLRA



CITY MANAGER

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



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



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

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

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 16th day October, 2014 in the City of Victoria, Province of British Columbia.


FOR THE EMPLOYER:

SIGNED on behalf of the City of Victoria, in the presence of:



 CHAIRMAN, GVLRA


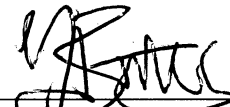
 DIRECTOR, GVLRA


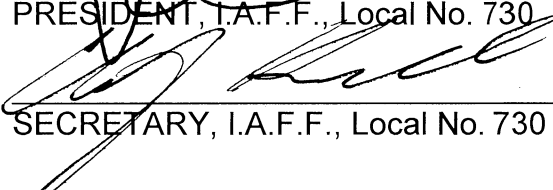
 EXECUTIVE DIRECTOR, GVLRA


 CITY MANAGER

FOR THE UNION:

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



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


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

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

RELIEF ALARM DISPATCH OPERATORS

The parties agree that this Letter of Understanding is attached to and forms part of the current collective agreement between the Employer and the Union.

The purpose of this Letter of Understanding is to set out the terms and conditions of employment for employees hired into the classification of Alarm Dispatch Operator to provide relief of permanent employees on sick leave, Workers' Compensation, vacation leave, other paid or unpaid leave or workload requirements.

1. A Relief Alarm Dispatch Operator shall:
 - (a) Notwithstanding Article 1.03(c), be a "casual employee" for the purpose of the collective agreement.
 - (b) Be paid the appropriate wage rate set out in Schedule "A" of the collective agreement.
 - (c) Be paid **thirteen percent (13%)** of gross earnings (basic wages plus overtime) in lieu of the full benefit package available to permanent employees, including but not limited to, paid vacation, statutory holidays, sick leave, medical, extended health care, dental and group life insurance plans.
 - (d) Serve a probationary period of two thousand one hundred eighty-four (2184) hours of work.

(e) Be eligible to move from one index factor in Schedule "A" to the next higher index factor upon completion of the following hours of work:


- 0 to 1092 hours worked - 70% Index Factor
- 1093 to 2184 hours worked - 75% Index Factor
- 2185 to 4368 hours worked - 80% Index Factor
- In excess of 4368 hours worked - 90% Index Factor

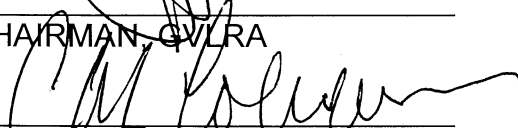
(f) Be eligible for overtime at the rate of one and one-half times (1½x) hours worked in excess of forty-eight (48) hours in any eight (8) day cycle.


2. The first day a Relief Alarm Dispatch Operator works will start an eight (8) day cycle. If no work is scheduled on the ninth (9th) or subsequent days, then the eight (8) day cycle will not begin until the next occurrence of work.
3. Relief Alarm Dispatch Operators shall be provided with uniform/office apparel as determined by the Fire Chief.
4. In the event of an emergency, the Employer will attempt to call back to work permanent Alarm Dispatch Operators prior to Relief Alarm Dispatch Operators.


IN WITNESS WHEREOF the parties hereto set the hands and seals of their officers, duly appointed in that behalf, this 16th day of October, 2014, in the City of Victoria, Province of British Columbia.

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



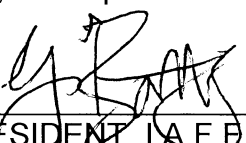
CHAIRMAN, GVLRA


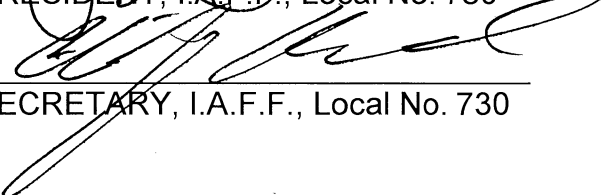
DIRECTOR, GVLRA


EXECUTIVE DIRECTOR, GVLRA


CITY MANAGER

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



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


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