

2010 April 01 – 2011 December 31

COLLECTIVE AGREEMENT

between

**THE CITY OF VANCOUVER**

and

**THE VANCOUVER FIREFIGHTERS' UNION, LOCAL 18**

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INDEX

<u>CLAUSE</u>	<u>PAGE</u>
1. <u>PREAMBLE</u> .....	1
2. <u>TERM OF AGREEMENT</u> .....	1
3. <u>UNION SECURITY</u> .....	1
4. <u>REMUNERATION</u> .....	2
4.1 Pay Schedule .....	2
5. <u>HOURS OF WORK</u> .....	2
6. <u>OVERTIME</u> .....	4
7. <u>EXTRA SHIFTS</u> .....	5
8. <u>CALLOUT</u> .....	6
9. <u>ACTING IN A SENIOR CAPACITY</u> .....	7
9.1 Pay and Compensation .....	7
9.2 Vacation Entitlement .....	7
9.3 Criteria.....	8
10. <u>SPECIAL ALLOWANCES</u> .....	8
10.1 Clothing .....	8
10.2 Telephone .....	12
10.3 Instructors' Allowance.....	12
11. <u>VACATIONS AND PUBLIC HOLIDAYS</u> .....	12
11.1 Vacations.....	12
11.2 Public Holidays.....	15
11.3 Holders of Occupational First Aid Certificates.....	18
12. <u>EMPLOYEE BENEFITS</u> .....	18
12.1 Medical Coverage and Extended Health Care Plan .....	18
12.2 Dental Care Plan .....	19
12.3 Sick Leave and Gratuity Plan .....	19
12.4 Group Life Insurance .....	23
12.5 Pensions.....	23

INDEX (cont'd)

<u>CLAUSE</u>	<u>PAGE</u>
12. <u>EMPLOYEE BENEFITS</u> (cont'd)	
12.6 Compassionate Leave.....	24
12.7 Maternity and Parental Leave.....	25
13. <u>WORKING CONDITIONS</u> .....	28
13.1 Promotional Policy.....	28
13.2 Probationary Period.....	28
13.3 Mandatory Retirement.....	28
13.4 Residence Regulations .....	29
13.5 Changes Affecting the Agreement .....	29
13.6 General.....	30
13.7 Discipline, Suspension and Discharge .....	30
14. <u>EMPLOYMENT EQUITY</u> .....	30
15. <u>CALCULATION OF OVERTIME</u> .....	30
16. <u>ABSENCE FROM DUTY OF UNION OFFICIALS</u> .....	31
17. <u>GRIEVANCE PROCEDURE</u> .....	31
18. <u>ARBITRATION PROCEDURE</u> .....	33
19. <u>LAYOFF AND RECALL</u> .....	34
20. <u>OCCUPATIONAL HEALTH PLAN</u> .....	36
21. <u>NOURISHMENT</u> .....	36
22. <u>PROVISION OF COLLECTIVE AGREEMENTS</u> .....	36
23. <u>SCHEDULES</u> .....	36

SCHEDULES

<u>SCHEDULE "A"</u> .....	38
<u>SCHEDULE "B"</u> Letter of Understanding Re Secondary Employers .....	44

THIS AGREEMENT

BETWEEN:

**CITY OF VANCOUVER**  
(hereinafter called the "Employer")

OF THE FIRST PART

AND:

**VANCOUVER FIREFIGHTERS' UNION, LOCAL NO. 18**  
(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS the City of Vancouver is an Employer within the meaning of the Labour Relations Code, being Chapter 244 of the Revised Statutes of British Columbia, 1996;

AND WHEREAS the Union is certified to bargain on behalf of all employees of the Fire Department at Vancouver, British Columbia, except those excluded by the Labour Relations Code, and

- (a) the Fire Chief, Deputy Fire Chief and Assistant Fire Chiefs;
- (b) clerical workers and other office staff;

AND WHEREAS as a result of collective bargaining the parties hereto have concluded the Collective Agreement hereinafter appearing:

1. This Agreement shall constitute the wages and working conditions for the employees in respect of whom the Union is so certified. The word "Department" when used in this Agreement means the Fire Department of the City of Vancouver.

2. **TERM OF AGREEMENT**

This Agreement shall be for a term of twenty-one (21) months with effect from 2010 April 01 to 2011 December 31, both dates inclusive.

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

3. **UNION SECURITY**

All employees covered by the Union Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction, provided membership in the Union remains on a voluntary basis and is not a condition of employment. This deduction shall become effective on the

first day of the month coincident with or next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the Employer on the final day of the first pay period in that month. Deductions shall be made in respect of all subsequent months provided an employee works any part of the month. These arrangements shall remain in effect for so long as this Union remains the recognized bargaining authority.

#### 4. REMUNERATION

##### 4.1 Pay Schedule

The scale of remuneration set out in Schedule "A" to this Agreement shall apply during the currency of this Agreement.

#### 5. HOURS OF WORK

The hours of duty for employees covered by this Agreement are as follows:

- (a) The employees occupying positions set forth in Group I of the said Schedule "A" shall work an average of 42 hours per week.
- (b) Effective 2012 March 22:
  - (i) The Supervisor, Fleet Maintenance, Captain, Building and Facilities, and Machinist Mechanics shall work a four-day 40 hour week, and shall be subject to the provisions of Clause 5(d).
  - (ii) The Fire Prevention Inspectors, Fire Prevention Officers, Training Officers and Division Chief Logistics and Safety shall normally be scheduled to work a consecutive four-day 35 hour week, and shall be subject to the provisions of Clause 5(d).
- (c) Effective 2012 March 22:
  - (i) Maintaining the daily hours set out in Clause 5(d), the Employer may schedule Group 2 employees for work throughout the week (Monday to Sunday), and will schedule shift start times to meet the operational needs of the Department.
  - (ii) Unless otherwise mutually agreed upon between the Employer and the employee, the Employer will notify the employee at least sixteen (16) days prior to altering their regularly scheduled shift. The Employer agrees that "altering the regularly scheduled shift" of an employee pursuant to this provision shall not include scheduling the employee to work a split shift.

- (iii) Where a Group 2 employee is required by the Employer to work evenings, the Employer shall not schedule the employee to work past 23:00 hours, with the exception of Fire Prevention Inspectors and Officers whom the Employer shall not schedule to work past 3:00 a.m. It is agreed that any hours of work for Fire Prevention Inspectors and Officers which are scheduled past 1:00 a.m. shall be paid at the overtime rate under Clause 6(d).
- (d)
  - (i) The daily hours of those employees required to work a four-day 35 hour week shall be 9¼ (nine and one-quarter) inclusive of a 30 minute lunch break.
  - (ii) The daily hours of those employees required to work a four-day 40 hour week shall be 10 inclusive of a 30 minute lunch break.
  - (iii) Other working conditions and fringe benefits shall remain unchanged for those employees required to work a four-day week except as specifically amended by this Clause 5(d).
  - (iv) Each employee required to work a four-day week shall be credited with 7 hours in the case of a 35 hour week and 8 hours in the case of a 40 hour week in his/her overtime account with respect to each public holiday which falls on or is observed on one of the employee's scheduled days off.
  - (v) Each employee required to work a four-day week, shall be debited with 1¾ (one and three-quarter) hours in the case of a 35 hour week and 2 hours in the case of a 40 hour week with respect to each public holiday which falls on or is observed on one of the employee's scheduled days of work.
  - (vi) Effective 2012 March 22, nothing contained in this Agreement shall prevent the Union and the Employer from mutually agreeing at any time to amend this schedule of hours.
  - (vii) It is understood and agreed that, in the event of an emergency, the Fire Chief may require that for the duration of the emergency the employees of the following branches revert to the five-day work week consisting of 8 hours daily, inclusive of 1 (one) hour lunch break in the case of a 35 hour week and a 25 minute lunch break in the case of a 40 hour week.

Training Department  
Building and Facilities Division  
Mechanics Shop  
Division Chief Logistics and Safety  
Fire Prevention Division

For the purposes of this Clause 5(d)(vii), 'emergency' shall be defined as a state of civic emergency, provincial emergency, national

emergency, or national catastrophe as declared by the Mayor, Premier or Prime Minister or their designates.

- (viii) An employee who is temporarily required to accept the responsibilities and carry out the duties of a senior position or rank because of the absence of the incumbent due to the four-day work week shall not be entitled to be paid at the rate for the senior position or rank.
- (ix) An employee who is required to accept the responsibilities and carry out the duties incident to a senior position or rank for reasons not due to the four-day work week shall retain as his/her days off those days assigned to him/her by operation of the four-day work week.
- (x) An employee of the Building and Facilities Division or the Machine Shop shall not be permitted time off in addition to those days assigned to him/her by operation of this Agreement except by permission of the Fire Chief.
- (xi) It is understood and agreed that at the end of each calendar year there will be a joint review of the personnel records of the employees who have worked a four-day work week pursuant to this Clause 5(d) to ensure that such employees have neither gained nor lost benefits under the Gratuity and Sick Leave Plans as a result of having worked a four-day work week in the Branch rather than a five-day work week. Any necessary adjustment to entitlement under the Sick Leave and Gratuity Plans shall be made to the nearest half day.

## 6. OVERTIME

- (a) Except for Fire Prevention Inspectors and Fire Prevention Officers, an employee who is required to work overtime of fifteen (15) minutes or more in excess of and immediately preceding or following the completion of the employee's regular shift shall be paid at 1½ (one and one-half) times the hourly rate of the employee computed on the basis of the employee's normal working hours.
- (b) In order to qualify as overtime under Clause 6(a) above, the requirement for an employee to work overtime preceding the employee's regular shift must be accompanied by twelve (12) hours' notice.
- (c) When computing the payment of overtime under this Clause 6, all time worked by an employee from the time the employee completes their regular shift until the employee has been relieved of further duties, shall be deemed to be overtime. Where an employee's duties require them to leave their regular place of work, the employee shall not be deemed to be relieved of their duties until they return to their place of work, e.g. the Fire Hall at which they are stationed.

- (d) A Fire Prevention Inspector or Fire Prevention Officer who is required to work overtime on night inspections, shall at the time of working such overtime elect whether to be paid for the overtime or receive compensating time off in lieu thereof. Overtime pay shall be calculated on the basis of time and one-half the standard rate of pay for each hour worked in excess of the hours of duty set out in Clause 5(c), and compensating time shall be calculated on an equivalent basis of 1½ (one and one-half) times each hour of overtime worked.

## 7. EXTRA SHIFTS

- (a) Effective 2012 March 22:
  - (i) Subject to sub-paragraphs (ii) and (iii) below, where an employee agrees to work part shifts or full shifts in excess of their scheduled work week, the employee shall receive pay at the rate of 1½ (one and one-half) times the employee's regular hourly rate for such excess shifts with a minimum payment of 3 hours except that any period of work which immediately follows, or which immediately precedes the relieving employee's regular shift, will not be subject to any minimum period of compensation.
  - (ii) The Employer shall be entitled to advise the employee that the Extra Shift is no longer required, without having to pay the compensation referred to in sub-paragraph (i) above, within forty-five (45) minutes after the employee had agreed to work the Extra Shift, unless the employee's agreement to work the Extra Shift is secured inside of three (3) hours of the identified start time in which case sub-paragraph (iii) below shall apply.
  - (iii) Where the Employer advises an employee that they are no longer required to work the Extra Shift, either after the forty-five minute period subsequent to the employee having agreed to work the Extra Shift or within three (3) hours of the identified start time, the employee shall be entitled to choose one of the following two (2) options:
    - 1. to report to work at the identified start time and to be compensated pursuant to sub-paragraph (i) above for the performance of work assigned by the Employer to the employee, or
    - 2. to decline reporting to work at the identified start time, in which case the employee shall not be entitled to receive the compensation referred to in sub-paragraph (i) above.
- (b) Where an employee who is not on duty agrees to report to work for an Extra Shift in order to replace (backfill) another employee who did not report for work as a result of being on leave, then the relieving employee shall be compensated in accordance with Clause 7(a) (Extra Shifts).



- (c) Notwithstanding (a) and (b) above, the Employer reserves the right to require an employee to work an Extra Shift pursuant to (a) or (b) above in order to respond to operational needs.

## 8. CALLOUT

- (a) Callout is defined as:
  - (i) the mandatory emergency call back of off duty staff by the Fire Chief or designate to increase overall staffing levels due to the needs of the Department for the response to an emergency incident. Following the initial twenty-four (24) hours of the response, where the Fire Chief or designate determines that an incident requires a sustained increase in staffing for a temporary period of time that can be pre-scheduled, such additional shifts shall no longer be deemed callout and shall instead be compensated as in Clause 7 (Extra Shifts).
  - (ii) the call back of an off duty staff member(s) to replace an employee(s) who is on shift, but who becomes absent while on shift through illness or injury, where in the opinion of the Employer, call back is necessary.
- (b) An employee called out as defined in (a) above shall be paid at the rate of two (2) times their regular rate of pay, with a minimum of three (3) hours at the rate of double the employee's regular rate of pay. Where an employee is called out within two (2) hours of the start of their shift, then the three (3) hour minimum does not apply.
- (c) Where a callout results from an emergency incident as defined in (a)(i) above, payment for each callout shall be calculated from the time the callout is authorized by the Fire Chief or designate. Where the Fire Chief or designate authorizes more than one callout to one emergency incident, then in such instances, each callout shall be calculated separately. Where a callout results from a non-emergency, as defined in (a)(ii) above, payment shall be calculated for the entire period spent at the employee's place of work in response to the call.
- (d) Notwithstanding anything contained in Clause 8, an employee reporting for work on the call of the Employer on any of the public holidays described in Clause 11.2(b) other than the employee's regular working hours shall be paid at the rate of triple their regular rate of pay for all hours worked during the public holiday in response to the call, and double time thereafter, with a minimum of 3 hours at the rate of triple their regular rate of pay.
- (e) Notwithstanding anything contained in Clause 8, an employee reporting for work on the call of the Employer for the purpose of attending a meeting of an administrative nature shall be paid at the rate of 1½ (one and one-half) times the employee's regular rate of pay for the entire period spent attending such meeting in response to the call, with a minimum of 3 hours at the rate of 1½

(one and one-half) times the regular hourly rate subject to the following conditions:

- (i) at least 7 days' notice of the meeting date shall be provided;
- (ii) in the event a scheduled meeting date is postponed, at least 7 days' notice of the new meeting date shall be provided;
- (iii) the Employer will be required to schedule the meetings by canvassing each employee concerned in advance in order to identify and thereby to attempt to avoid those off duty days which would be unduly inconvenient to the employee;
- (iv) each employee involved in any such scheduling effort will be expected to cooperate fully in the effort, but will not be subject to discipline for failure to agree to meet on any day when the employee has a prior commitment of a personal nature;
- (v) nothing contained in this Clause 8 shall be construed so as to interfere with the right of the Employer to require an employee to report for work pursuant to Clause 8 for the purpose of attending a meeting of an administrative nature or of any other kind, in which case neither the rate of 1½ (one and one-half) times the regular hourly rate nor any of the conditions set out in paragraphs (i) to (iv) inclusive of this Clause 8 shall apply.

## 9. ACTING IN A SENIOR CAPACITY

### 9.1 Pay and Compensation

An employee who is required to accept the responsibilities and carry out the duties incident to a position or rank senior to that which the employee normally holds shall be paid at the rate for the senior position or rank while so acting and, if injured while on duty in such position or rank, shall be compensated for the injury at the rate for the senior position or rank.

### 9.2 Vacation Entitlement

Where an employee acts in a position or rank senior to that which the employee normally holds, the Employer shall compute and pay on a bi-weekly basis to the employee an additional amount of salary representing annual and long service vacation. The additional amount will be based on the percentage difference between the vacation pay at his/her confirmed position or rank and vacation pay for the acting position or rank. If any further reconciliation of the owed amount is required, this will occur as soon as possible following their permanent promotion.

### 9.3 Criteria

Where the position(s) of Fire Prevention Captains are to be filled by an employee in an acting capacity, the established practice of the parties shall pertain. The positions of Division Chief Logistics and Safety, Dispatch Supervisor and Public Education Officer shall not be filled by other employees in an acting senior capacity unless considered necessary by the Fire Chief.

## 10. SPECIAL ALLOWANCES

### 10.1 Clothing

- (a) The Employer shall issue to all Firefighters the following items of uniform clothing:
- (i) upon completion of training, a one-time-only issue of a belt buckle;
  - (ii) upon completion of training and thereafter once yearly
    - 2 pairs of trousers,
    - 3 work shirts which on initial issue shall consist of either 2 long-sleeved and one short-sleeved, or vice-versa; issue in subsequent years shall alternate between 3 long-sleeved and 3 short-sleeved,
    - 2 short-sleeved t-shirts;
  - (iii) upon completion of training and thereafter once every 2 years
    - 1 uniform cap,
    - 1 pair of work boots,
    - 1 tie;
  - (iv) upon completion of training and thereafter once every 3 years
    - 1 work jacket,
    - 1 vest;
  - (v) upon completion of six months' employment and thereafter once every 3 years
    - 1 pair of oxford shoes;
  - (vi) upon completion of training and thereafter once every 5 years
    - 1 belt,
    - 1 pair turnout pant suspenders,
    - 1 dress shirt;

- (vii) upon completion of six months' employment and thereafter once every 7 years
  - 1 double-breasted tunic;
- (viii) upon completion of six months' employment and thereafter once every 10 years
  - 1 uniform raincoat.
- (b) The Employer shall issue to the Supervisor, Fleet Maintenance and the Machinist Mechanics the same items of uniform clothing as are issued to Firefighters EXCEPT THAT upon completion of training and thereafter once yearly
  - 1 pair of work boots,
  - if required due to excessive wear, 1 additional pair of boots.
- (c) The Employer shall issue to all Lieutenants and Captains the same items of uniform clothing as are issued to Firefighters EXCEPT THAT once yearly
  - in lieu of 3 work shirts, 4 dress shirts which shall alternate from year to year between 4 long-sleeved and 4 short- sleeved.
- (d) The Employer shall issue to all Training Officers and the Chief Rescue and Safety Officer the following items of uniform clothing:
  - (i) once yearly
    - 2 pair of trousers,
    - 6 pair of socks,
    - 4 dress shirts which shall alternate from year to year between 4 long-sleeved and 4 short-sleeved,
    - 2 ties,
    - 2 short-sleeved t-shirts;
  - (ii) once every two years
    - 1 uniform cap,
    - 1 pair of steel-toed oxford shoes;
  - (iii) once every three years
    - 1 double-breasted tunic,
    - 1 vest,
    - 1 pair of soft-toed oxford shoes;

- (iv) once every five years
  - 1 uniform raincoat,
  - 1 belt,
  - 1 pair of turnout pant suspenders.
- (e) The Employer shall issue to all Battalion Chiefs the same items of uniform clothing as are issued to the Training Officers and the Division Chief Logistics and Safety EXCEPT THAT:
  - a work jacket shall be issued in lieu of a double-breasted tunic once every three years; and
  - a double-breasted tunic shall be issued once every five years.
- (f) The Employer shall issue to all Fire Wardens the following items of uniform clothing:
  - (i) once yearly
    - 4 dress shirts which shall alternate from year to year between 4 long-sleeved and 4 short-sleeved,
    - 2 ties,
    - 1 pair of oxford shoes,
    - 6 pair of socks,
    - 3 short-sleeved t-shirts,
    - 2 pair of trousers;
  - (ii) every two years
    - 1 uniform cap,
    - 1 work jacket;
  - (iii) every three years
    - 1 vest;
  - (iv) every five years
    - 1 tunic,
    - 1 belt;
  - (v) every ten years
    - 1 uniform raincoat.
- (g) The Employer shall issue to the Fire Dispatch Supervisor and to the Fire Dispatchers the following items of uniform clothing:

- (i) once yearly
  - 4 dress shirts which shall alternate from year to year between 4 long-sleeved and 4 short-sleeved,
  - 1 tie,
  - 1 pair of oxford shoes,
  - 6 pair of socks,
  - 2 short-sleeved t-shirts,
  - 2 pair of trousers;
- (ii) every two years
  - 1 uniform cap;
- (iii) every three years
  - 1 work jacket,
  - 1 vest;
- (iv) every five years
  - 1 belt;
- (v) every seven years
  - 1 tunic;
- (vi) every ten years
  - 1 uniform raincoat.
- (h) All clothing referred to in Clauses 10.1 ((a) through (g) above) shall remain the property of the Employer and shall be returned to the Employer by every employee leaving the service of the Employer excepting only those employees retiring on superannuation.
- (i) If the parties mutually agree during the term of this Agreement to revise the items of clothing referred to in Clauses 10.1 ((a) through (g) above), then the same shall be amended accordingly.
- (j) The Employer will also provide every employee whose duties include the fighting of fires, with firefighting equipment which shall include (i) rubber boots, (ii) a helmet and service coat, (iii) turn out pants of flame-resistant, high visibility nomex-type material that meets the standards imposed by the WorkSafeBC Regulations and such other equipment as may be recommended by the Fire Chief and approved by the City Council. Every employee to whom turn out pants are issued shall wear them to and at all fires. All equipment referred to in this clause shall be returned to the Employer when the employee ceases to perform such duties.

- (k) (i) The Employer shall pay for the cleaning of the following items of clothing issue for all employees who are required to wear a uniform in the performance of their duties, in accordance with the maximums specified:
- 1 work or dress shirt per working shift;
  - 1 pair trousers per 2 working shifts; and
  - 1 work jacket, tunic, cold weather coat, or raincoat per working month.
- (ii) The Employer shall designate a minimum of 6 and a maximum of 10 cleaning establishments which will be authorized to perform cleaning for employees as set out under Section 10.1(k)(i) above. The Employer shall make every attempt to ensure that the designated cleaning establishments are selected with the convenience of the employees in mind, and shall discuss the locations of such establishments with the Union.
- (iii) Uniform items cleaned pursuant to Section 10.1(k)(i) above may be both deposited at and retrieved from any one of the designated cleaning establishments by the employee or by his/her designate while off duty, in accordance with the administrative procedures established by the Employer from time to time.
- (l) The parties mutually agree that any changes in the articles of clothing referred to in this Clause 10.1 shall be finally and conclusively agreed upon and reported to the City Purchasing Division by 1 October in each year. The Employer agrees that the call for tenders in respect of such changes in articles of clothing shall be made in time to permit the necessary contract or contracts to be let by December in the same year such report is made.

## 10.2 Telephone

Every employee shall have a telephone in his/her residence.

## 10.3 Instructors' Allowance

When an employee is required to instruct beyond the requirement in the employee's job description or beyond what is part of the employee's normal job functions, that employee shall be paid one hour's pay for each shift or part shift that the employee is so required to instruct.

## 11. VACATIONS AND PUBLIC HOLIDAYS

### 11.1 Vacations

Every employee shall be entitled to paid annual vacations as hereinafter provided:

- (a) Those employees who are employed in the positions set forth in Group I of said Schedule "A" (which employees are hereinafter in this Clause 11 referred to as "Group I employees") shall be entitled to the following paid annual vacations:
- (i) Group I employees leaving the service in less than 12 months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act;
  - (ii) in the first part calendar year of service, vacation will be granted on the basis of 1/12th (one-twelfth) of 9 duty shifts for each month or portion of a month greater than ½ (one-half) worked by 31 December;
  - (iii) during the second calendar year of service - 9 duty shifts;
  - (iv) during the third up to and including the tenth calendar year of service - 13 duty shifts;
  - (v) during the eleventh up to and including the twentieth calendar year of service - 17 duty shifts;
  - (vi) during the twenty-first up to and including the twenty-third calendar year of service - 21 duty shifts;
  - (vii) during the twenty-fourth and all subsequent calendar years of service - 25 duty shifts.
- (b) Those employees who are employed in the positions set forth in Group II of the said Schedule "A" (which employees are hereinafter referred to as "Group II employees") shall be entitled to the following paid annual vacations:
- (i) Group II employees leaving the service in less than 12 months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act;
  - (ii) in the first part calendar year of service, vacation will be granted on the basis of 1/12th (one-twelfth) of 15 calendar days for each month or portion of a month greater than ½ (one-half) worked by 31 December;
  - (iii) during the second calendar year of service - 15 calendar days;
  - (iv) during the third up to and including the tenth calendar year of service - 22 calendar days;
  - (v) during the eleventh up to and including the twenty-third calendar year of service except during the twenty-first calendar year of service of the Group II employees - 29 calendar days;
  - (vi) during the twenty-first calendar year of service of the Group II employees - 35 calendar days;



(vii) during the twenty-fourth and all subsequent years of service - 36 calendar days.

(c) Group II Employees Only

After the completion of 20 years' service, 28 additional calendar days will be granted as annual leave, to be taken before the completion of 25 years of service, at the option of the employee, and that a similar allowance be made at the completion of 25 years' service and each subsequent five-year period thereafter. PROVIDED HOWEVER that:

- (i) when an employee who is entitled to additional leave under this Clause 11.1(c) elects to take such leave, the employee shall make application to the Fire Chief within 30 calendar days following the date of publication of the annual vacation schedule for the employees by the Department, stating the period when he/she will be absent on leave; any application for additional leave may be amended or changed by the applicant within the prescribed 30 calendar-day period; any application for additional leave or any application to amend or change any application for additional leave made following the expiration of the prescribed 30 calendar-day period may be refused by the Fire Chief if, in his/her opinion, the exigencies of the Department necessitate such refusal, but such applications shall not be unreasonably refused by the Fire Chief;
  - (ii) subject to Clause 11.1(c)(i), an employee may take additional leave to which the employee is entitled under this Clause 11.1(c) commencing from January 1st in the calendar year in which he/she qualifies for such leave but if the employee exercises this privilege and fails to remain in the employment of the Employer in the Department for any reason until the date in that calendar year on which he/she qualifies for such leave, the employee shall reimburse the Employer for the cost of the additional leave taken;
  - (iii) subject to Clause 11.1(c)(i), an employee may take additional leave to which the employee is entitled under this Clause 11.1(c) up to and including December 31st of the calendar year in which the last day of the five-year period on which the employee is otherwise required to take such leave occurs;
- (d) Employees who leave the service after completion of 12 consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of  $\frac{1}{12}$ th (one-twelfth) of their vacation entitlement for that year for each month or portion of a month greater than  $\frac{1}{2}$  (one-half) worked to the date of termination.

PROVIDED THAT:

- (e) "calendar year" for the purposes of this Agreement means the twelve-month period from 1 January to 31 December inclusive;
- (f) All vacations shall commence on the first duty shift after the member's days off;
- (g) Vacation pay at the rate of the confirmed rank shall be paid at the time of the vacation or annual leave for long service, except that vacation pay for acting in a senior position or rank shall be governed by Clause 9.2;
- (h) In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation;
- (i) An employee who has reached minimum retirement age and who has completed 10 or more years of service with the City shall receive full vacation entitlement in the year of retirement.
- (j) Recognizing the unique nature of employees commencing employment late in a calendar year, the Employer may pay employees hired after May 1st cash in lieu of leave. This arrangement is due to the uniqueness of such situations and is not precedential in nature.
- (k) Any employee who has met the requirements of Clause 11.1(i), upon receiving the approval of the Fire Chief, may elect to take in cash their outstanding vacation entitlements (including those entitled in the year of retirement), service leave entitlements and public holiday entitlements.

In the event an employee retires in the calendar year of their 60<sup>th</sup> birthday, and upon receiving the approval of the Fire Chief to take in cash their outstanding vacation and service leave entitlements, the employee shall be paid out for their entitlement. Their last official day at work will be established by subtracting the number of duty shifts (equivalent to the value of the cash payout) from the date of their 60<sup>th</sup> birthday.

## 11.2 Public Holidays

- (a) All Group I employees who have completed 12 months' continuous service by 31 December shall receive in each calendar year in lieu of the 11 public holidays set forth in Clause 11.2(b) time equivalent to 11 duty shifts and in addition thereto shall receive time equivalent to 1 duty shift in lieu of any other public holiday declared by the City of Vancouver, the Government of the Province of British Columbia or the Government of Canada to which employees covered by this Collective Agreement are entitled, all of which shall be taken immediately after (and without any time intervening) the annual vacations referred to in Clause 11.1.

### EXCEPT THAT

- (i) any Group I employees who are hired after 1 January in any calendar year shall receive time equivalent to 1 duty shift in lieu of each of the 11 public holidays set forth in Clause 11.2(b) which occur during their

period of service in the calendar year in which they commence their employment and in addition thereto such Group I employees shall receive time equivalent to 1 duty shift in lieu of any other public holiday declared by the City of Vancouver, the Government of the Province of British Columbia or the Government of Canada to which employees covered by this Agreement are entitled and such holidays shall be taken immediately after (and without any time intervening) the annual vacations referred to in Clause 11.1;

- (ii) any Group I employees who leave the service on superannuation or upon reaching maximum retirement age shall receive time equivalent to 1 duty shift in lieu of each of the 11 public holidays set forth in Clause 11.2(b) which occur during their period of service in the calendar year in which they retire and in addition thereto such Group I employees shall receive time equivalent to 1 duty shift in lieu of any other public holiday declared by the City of Vancouver, the Government of the Province of British Columbia and the Government of Canada to which employees covered by this Agreement are entitled and which occur during their period of service in the calendar year in which they retire.
- (b) Subject to Clause 11.2(c), Group II employees shall be entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day or any other day declared to be a public holiday by the City of Vancouver, the Government of the Province of British Columbia or the Government of Canada,

PROVIDED THAT:

- (i) whenever one of the aforementioned public holidays falls on a Saturday or a Sunday and the Government of Canada and the Government of the Province of British Columbia or either of them proclaim that such public holiday be observed on a day other than Saturday or Sunday, then the day so proclaimed shall be read in substitution for such public holiday; but if there is no such proclamation by either of such governments or the proclamation of such governments does not proclaim the same day for the observance of such public holiday, then the Employer shall designate either the Friday immediately preceding such public holiday or the Monday immediately following the same as the day to observe such public holiday and the employee shall be entitled to a holiday with pay in lieu of such public holiday on the day so designated or pay the employees in lieu of such public holiday at their respective regular rates of pay;

EXCEPT THAT:

whenever Christmas Day and Boxing Day fall on Saturday and Sunday respectively and the Government of Canada and the Government of the Province of British Columbia, or either of them, proclaim that such public

holidays be observed on 2 days other than Saturday and Sunday, then the days so proclaimed shall be read in substitution for such public holidays; but if there is no such proclamation by either of such governments in respect of one of such public holidays, then the Employer shall designate either the Friday immediately preceding such public holiday or the Monday immediately following the same as the day to observe such public holiday and the employees shall be entitled to a holiday with pay in lieu of such public holidays on the day so designated, or pay the employees in lieu of such public holiday at their respective regular rates of pay;

if there is no such proclamation by either of such governments in respect of both of such public holidays, then the employees shall be entitled either to a holiday with pay in lieu of Christmas Day on the Friday immediately preceding Christmas Day and a holiday with pay in lieu of Boxing Day on the Monday immediately following Boxing Day, or pay in lieu of such public holidays, or either of them, at their respective regular rates of pay at the option of the Employer.

- (ii) Notwithstanding anything contained in this Clause 11.2(b) whenever one of the aforementioned public holidays, other than Christmas Day and Boxing Day, falls on a Saturday or Sunday, instead of having all the employees observe the public holiday on the same day, the Employer may declare both the Friday immediately preceding such public holiday and the Monday immediately following the same for the observance of such public holiday and such of the employees as shall be designated by the Employer in such declaration shall be entitled to a holiday with pay in lieu of such public holiday on the Friday named by the Employer and the remainder of the employees shall be entitled to a holiday with pay in lieu of such public holiday on the Monday named by the Employer.
- (c) If a Group II employee whose duties normally require the employee to work on public holidays, is required to work on any public holiday as provided for in Clause 11.2(b) which falls on or is observed on any day from Monday to Friday inclusive, then the employee shall be paid his/her regular pay for the holiday and in addition thereto he/she shall be given compensating time off equivalent to 1½ (one and one-half) times the number of hours worked on that public holiday. If such employee is required to work on the day off given to him/her in lieu of a public holiday pursuant to the provisions of this Clause 11.2(c), then in lieu of such holiday the employee shall be paid his/her regular pay for the holiday plus double the hourly rate of pay of the employee computed on the basis of his/her normal working hours for the hours worked on such day off. For the purposes of this Clause 11.2(c), a public holiday does not include a holiday declared by the Employer pursuant to Clause 11.2(b)(ii) unless the employee is entitled to that holiday with pay in lieu of a public holiday.
- (d) If a Group I employee whose duties normally require him/her to work on public holidays is required to work on any public holiday as provided for in Clause

11.2(b), which falls on or is observed on any day from Monday to Friday, inclusive, then in addition to the holiday to which he/she is entitled under Clause 11.2(a), the employee shall be paid at the rate of 50% of his/her regular rate of pay (calculated on an hourly basis) for each of the hours worked by him/her between the hours of 12:01 a.m. and 11:59 p.m. on such public holiday. For the purposes of this Clause 11.2(d), a public holiday does not include a holiday declared by the Employer pursuant to Clause 11.2(b)(ii) unless the employee is entitled to that holiday with pay in lieu of a public holiday.

### 11.3 Holders of Occupational First Aid Certificates

Every employee who is the holder in good standing of an Occupational First Aid Certificate awarded by the Board of Examiners pursuant to the provisions of the Workers' Compensation Act of British Columbia as amended from time to time, and is required by the Employer to perform first aid work as well as the employee's other duties in the Department, shall be entitled to receive pay equivalent to 5 duty shifts each year.

## 12. EMPLOYEE BENEFITS

Except as otherwise provided for in Clause 12.3 B, the following benefits will be continued during the currency of this Agreement:

### 12.1 Medical Coverage and Extended Health Care Plan

- (a) All employees shall be entitled to be insured under the Medical Services Plan established under the Medical Service Act.
- (b) Every employee who has completed 6 months' continuous service shall be entitled to coverage under the Extended Health Care Plan agreed to between the Union and the Employer. The Plan shall include, among other benefits and subject to the terms and conditions of the Plan, coverage for the following items:
  - (1) vision care: four hundred dollars (\$400.00) every twenty-four (24) months;
  - (2) eye exams: one hundred dollars (\$100.00) every twenty-four (24) months;
  - (3) laser eye surgery: five hundred dollars (\$500.00) per eye per lifetime;
  - (4) chiropractic, acupuncture, massage therapy, physiotherapy, naturopathic, podiatry, and speech therapy to a combined annual maximum of one thousand dollars (\$1,000.00);

- (5) psychological services: one thousand two hundred dollars (\$1,200.00) per calendar year.

## 12.2 Dental Care Plan

Every employee who has completed 6 months of continuous service shall be entitled to the benefits and subject to the conditions of the Dental Care Plan established by the parties. The Employer may elect to enter into a contract for a dental plan on a group basis, provided that accounting will be carried out on an individual unit basis. The Dental Care Plan shall provide the following coverages, subject to the terms and conditions of the Plan:

- (1) Plan A paying 100% of the approved schedule of fees, including white fillings on all permanent teeth;
- (2) Plan B paying 60% of the approved schedule of fees;
- (3) Plan C paying 60% of the approved schedule of fees to a lifetime maximum of \$5,000.

## 12.3 Sick Leave and Gratuity Plan

### A. Sick Leave

- (1) No sick leave with pay shall be granted except after six (6) months' continuous service in the employ of the Employer.
- (2) Sick Leave of ten (10) shifts shall be credited semi-annually on June 30th and December 31st commencing with the completion of the first six (6) months of service at which date ten (10) shifts' credit shall be given.
- (3) Sick Leave entitlement at a given date shall be the accumulated credit at the last semi-annual date less any sick leave with pay taken subsequent to that date.

Note: When sick credits are exhausted, no further credits are posted to an employee's record unless the employee returns to duty for at least five (5) consecutive shifts.

- (4) When Sick Leave is earned for a period of less than six (6) months, a month shall be equivalent to a credit of one and one-half (1½) shifts and no credit shall be given for a part of a month.
- (5) Sick Leave may be accumulated to a maximum of 261 shifts.
- (6) A deduction shall be made from accumulated sick leave credits for all shifts absent with pay due to illness except those resulting from an accident/illness for which the employee is covered by Workers' Compensation payments.

- (7) Any person requesting sick leave with pay may be required to produce a certificate from a duly qualified medical practitioner licensed to practice in the Province of British Columbia certifying that such person is unable to carry out their duties due to illness. Where an employee is absent for four (4) consecutive shifts, the Employer may require the employee to have a Disability Certificate completed by the employee's physician who is licensed to practice in the Province of British Columbia.
- (8) Full sick leave credits will be given for absence in the following circumstances:
  - (a) Accident on job (Workers' Compensation case);
  - (b) Leave due to illness, either with or without pay;
  - (c) Leave for active service in the Armed Services.
- (9) No sick leave credit will be given in the following circumstances:
  - (a) Leave with or without pay for reason other than illness;
  - (b) Suspension without pay, or any other unauthorized leave.

B. Short-Term Non-Occupational Illness or Injury Plan

- (1) The Union will undertake responsibility for the first four (4) shifts of any non-occupational illness or injury. The Union's members will contribute a percentage of their base salary each month to a fund from which will be paid benefits for authorized sick leave absences equal to their regular base salary net of income tax deductions and superannuation (including supplementary superannuation) contributions. The amount of such contributions shall be determined by the Union.
- (2) The Employer will undertake the responsibility for calculating sick leave payments and shall bill the Union for the total amount owed, unless the Employer determines a more convenient way of making payments. In addition, the Employer reserves the right to require the Union to administer the sick leave payments under 12.3 B(1).
- (3) The Employer will, in return for the undertaking in B(1) above, undertake full responsibility for the existing Medical, Extended Health Benefits and Group Life Insurance coverage, and will pay the full premium for the Dental Care Plan.
- (4) The Employer will also, in return for the undertaking in B(1) above, provide to all members an amount of Life Insurance coverage equal to two times annual salary.

- (5) The Employer will make normal Employer contributions to the Municipal Superannuation Fund on behalf of employees who are on sick leave and are receiving benefits pursuant to B(1) above.

C. Gratuity Plan

- (1) How Accumulated

A credit of the number of hours equivalent to three (3) duty shifts (in accordance with Clause 5) per annum shall be given for each year of service, or for part of a year a credit of hours equivalent to one (1) duty shift for each four (4) months of service which may be accumulated to a maximum number of hours equivalent to 120 duty shifts.

- (2) Deduction

A deduction is made from the current year's gratuity credits for all hours absent on sick leave with pay, except that such deduction shall not exceed the number of hours equivalent to three (3) duty shifts in any one (1) calendar year, or for any one (1) illness. The total gratuity credited to each employee at December 31<sup>st</sup> of each calendar year will remain to such employee's credit regardless of time lost in any subsequent year through illness or any other reason.

- (3) Gratuity – Option of Pay

- (a) An employee who has completed not less than three (3) years of continuous service with the Employer may elect prior to the end of any calendar year but subsequent to the completion of such service to be paid in cash for the gratuity shifts that an employee has accumulated up to and including the year in which such election was made.

- (b) The employee shall be paid therefor in the following calendar year at a time to be chosen by the employee, which payment shall be computed on the basis of the employee's regular rate of pay in effect in that year.

- (c) However, in the event an employee who receives any payment from the Employer pursuant to this Clause 12.3C leaves the service of the Employer prior to the completion of ten (10) years' service with the Employer, such employee shall reimburse the Employer for all payments so made by the Employer computed on the basis of the employee's regular rate of pay in effect at the date of the termination of the employee's employment.

- (d) An employee who has completed not less than three (3) years of continuous service and is eligible for gratuity leave may be granted leave up to the number of gratuity leave days the employee has accumulated PROVIDED HOWEVER THAT:



- (i) the minimum gratuity leave which may be taken by an employee in any calendar year shall be four (4) days and the maximum gratuity leave shall be twenty (20) days. Subject to the discretion of the Fire Chief, only two (2) periods of gratuity leave may be taken by an employee in any calendar year;
- (ii) subject to the discretion of the Fire Chief, more than one (1) employee per shift may be absent on gratuity leave at any one time and more than four (4) employees in total may be absent at any one time.

(4) Procedure for Delaying Gratuity Payments on Retirement from Service

Payment of the amount of gratuity, or any part thereof calculated as of the retirement date from service with the Employer may, with the employee's consent, be delayed for a period not exceeding twelve (12) months. If an employee desires to delay the payment of any of the gratuity, the employee shall notify the General Manager of Human Resources to that effect prior to the last day of work for the Employer. The delayed amount shall be paid in a single lump sum, plus interest, for the period of the delay at a rate to be determined from time to time by the Director of Finance.

D. Workers' Compensation and Sick Leave Payments

- (1) Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and is entitled to time loss compensation therefor under the Workers' Compensation Act, the employee shall not be entitled to use sick leave credits for time lost by reason of any such disability.
- (2) 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 advance the employee their normal net take-home pay (as opposed to the employee's regular gross pay). Any permanent or partial disability payment from any claim(s) for which the employee is in receipt of, will not be included in this calculation.
- (3) In the event that an employee was acting in a higher capacity (pursuant to the provisions of Clause 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 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; additionally, in the event that an employee would normally have been scheduled to work on a Statutory Holiday occurring during the period of compensable absence, "normal net take-home pay"

shall be retroactively calculated based upon the premium rate applicable pursuant to the provisions of Clause 11.2(d).

- (4) Where an employee is paid his wages by the Employer while he is absent from his employment by reason of any disability other than one for which he would be entitled to receive Workers' Compensation benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered to the Employer. Upon the Employer receiving such amount it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount so recovered and in addition thereto the number of days which the employee would have earned during the period of the disability but for such disability under the Gratuity Plan.
- (5) WorkSafeBC claims arising from secondary employment will be governed by the provisions of Schedule "B" of the Collective Agreement.

#### 12.4 Group Life Insurance

The group life insurance coverage for permanent employees and those temporary employees having 6 months' service shall be in accordance with a group insurance policy approved by the Employer and the Union.

#### 12.5 Pensions

##### (a) Contributions

Contributions to the Municipal Pension Plan for all new employees shall commence effective the date of hire.

##### (b) Purchase of Service

- (i) Subject to Section 9(1) of the Pensions (Municipal) Act R.S.B.C. 1979, c. 317, the Employer agrees to participate as to ½ (one-half) the cost determined by the Commissioner of Municipal Superannuation to extend the pensionable service of an employee covered by this Agreement up to a maximum of 1 year. It is understood that this extension shall represent that period of time served by the employee in a probationary capacity as an employee of the Department and which has not heretofore been considered as pensionable service. This benefit shall be subject to the following conditions: only an employee with a vested interest in the Municipal Superannuation Plan and who has reached the minimum age of retirement as defined in the Pensions (Municipal) Act shall be eligible.
- (ii) Employees who are not eligible for the benefit described in (b)(i) above, may make arrangements prior to 2007 April 01 to purchase the full amount associated with the buy-back of service and, upon the employee

producing the receipt, the Employer agrees to reimburse the employee fifty percent (50%) of the purchase cost as stipulated by the Pension Corporation. This payment will be made in the year the employee reaches minimum retirement age.

- (c) The Employer and the Union agree that when an employee reaches an income level at any point during a calendar year of \$80,953 (using 2011 as the tax year, such figure to be adjusted annually based on changes in the Yearly Maximum Pensionable Earnings (YMPE) and the maximum pensionable contributions under CCRA rules), the Employer agrees not to make any further Special Agreement deductions from the employee's pay cheque and the Employer will no longer contribute for purposes of the Special Agreement for such employee. Employer contributions will be paid to the employee on their pay cheque and identified as Special Agreement over-contributions.

## 12.6 Compassionate Leave

The employee shall be entitled to the benefits of the following Compassionate Leave provisions:

- (a) Compassionate Leave may be granted without loss of pay for a period not exceeding 3 working days. Such leave shall be granted in the case of the death of an employee's
  - (i) wife, husband, common-law spouse, same-sex partner, child, ward, brother, sister, parent, guardian, or
  - (ii) other relative, if living in the employee's household, or
  - (iii) in the case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or grandparent.
- (b) Any employee who qualifies for compassionate leave without loss of pay as referred to herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of 2 working days.
- (c) Requests for leave under this Clause 12.6 shall be submitted to the Fire Chief who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for compassionate leave without loss of pay as referred to herein may be granted such leave when on annual vacation if approved by the Fire Chief. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such compassionate leave without loss of pay.

- (e) Upon application to, and upon receiving the permission of the Fire Chief, an employee may be granted leave of up to ½ (one-half) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered herein.

## 12.7 Maternity and Parental Leave

### (a) Length of Leave

#### (1) 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 such leaves shall be without pay, subject to any compensation entitlements which shall be available to employees in accordance with section (f) below. 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.

#### (2) 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-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

#### (3) Extensions - Special Circumstances

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

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

Provided however, that in no case shall the combined maternity and parental leave exceed fifty-two (52) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, 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.)
- (3) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

(c) Return to Work

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

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Notwithstanding paragraph (d)(1), an employee on maternity leave or parental leave who has notified the Department of their intention to return to work pursuant to paragraph (b)(5) 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.

(e) Benefits

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

(2) Effective 2012 March 22:

Pension contributions will cease during the period of the leave. The employee is entitled to purchase back the time they were absent on maternity/parental leave in accordance with the provisions of the Municipal Pension Plan.

(f) Maternity Leave Supplemental Employment Insurance Benefit Plan

The Employer and the Union agree to implement a Supplemental Employment Insurance Benefit (SEIB) Plan as follows:

1. Birth mothers who are entitled to maternity leave as provided for in this Section of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
2. Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
3. The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth, or as provided for in Paragraph 2 above.
4. The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
  - (a) For the first six (6) weeks, which includes the two (2) week Employment Insurance waiting period; and
  - (b) Up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.

5. The Plan meets the requirements of Section 38 of the EI Regulations, specifically that, when combined with an employee's weekly EI benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
6. Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

### 13. WORKING CONDITIONS

#### 13.1 Promotional Policy

With regard to promotions, it is agreed that, other things being equal, effect shall be given to seniority. The provisions of Section 40 of the City Officials' By-law shall apply in respect to promotions.

#### 13.2 Probationary Period

A new employee shall be placed in a probationary capacity until the employee has completed 12 months of satisfactory service. During the period of probation the employee's suitability for permanent employment shall be assessed on the basis of his/her

- (a) conduct,
- (b) quality of work,
- (c) ability to work harmoniously with others, and
- (d) ability to meet firefighting standards set by the Employer.

If at any time during this period it can be satisfactorily shown that the employee is unsuitable for employment, his/her employment may be terminated by the Employer. If, following completion of the period of probation, an employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall date back to the original date of employment.

#### 13.3 Mandatory Retirement

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

#### 13.4 Residence Regulations

##### (a) General Residence Requirements

All members must reside in the City of Vancouver or in one of the following adjoining municipalities and must continue to reside within one of these areas while in the Employer's employ:

West Vancouver (East of West Bay)  
 North Vancouver City  
 North Vancouver District  
 Burnaby  
 Coquitlam  
 Delta  
 New Westminster  
 Port Coquitlam  
 Port Moody  
 University Endowment Lands  
 Richmond

##### (b) Extended Boundaries

Following submission of a written request, the Fire Chief may permit a member to reside in the following extended area, provided that the total number of members who reside in the extended area does not exceed 65% of the total number of members in the Department:

West Vancouver  
 Village of Lions Bay  
 Pitt Meadows  
 Surrey  
 White Rock  
 Maple Ridge  
 Langley City  
 Langley District  
 Squamish and southern living areas  
 Abbotsford  
 Mission  
 Matsqui  
 Chilliwack

It is however agreed and understood by the parties that if at any time during the currency of this Agreement the total numbers of members permitted to reside in the extended area reaches the 65% figure, the parties may re-negotiate the percentage.

#### 13.5 Changes Affecting the Agreement

The Employer agrees that, wherever practicable, any reports or recommendations to be made to the City Council dealing with matters covered by this Agreement will be



communicated to the Union in sufficient time to afford the Union reasonable opportunity to consider them and, if necessary, to protest them when the matter is dealt with by the City Council.

13.6 General

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

13.7 Discipline, Suspension and Discharge

Where the Employer calls a meeting with an employee for the express purpose of investigating their conduct or issuing them written discipline, suspension or dismissal, the employee may elect to have a Union representative(s) present. The Employer agrees to contact the Union and provide a minimum of three (3) hours' notice so the Union can contact the employee and provide a Union representative(s) if the employee so wishes. Where the employee elects not to have a Union representative(s) present, or a Union representative(s) is not available for the meeting within the three (3) hour notice period, the absence of a Union representative(s) shall not affect the Employer's right to discipline, suspend or dismiss. Nothing in this provision shall prevent the Employer from taking immediate action to remove an employee from the workplace to address serious workplace violations.

14. EMPLOYMENT EQUITY

The City and the Union are committed to building a respectful workplace that is inclusive of and welcoming of diversity.

15. CALCULATION OF OVERTIME

- (a) Overtime pay for all employees working 42 hours per week shall be computed on an hourly basis as follows:

$$\frac{12 \times \text{Monthly Salary}}{2184 \text{ Hours}}$$

- (b) Overtime pay for all employees working 40 hours per week shall be computed on an hourly basis as follows:

$$\frac{12 \times \text{Monthly Salary}}{2088 \text{ Hours}}$$

- (c) Overtime pay for all employees working 35 hours per week shall be computed on an hourly basis as follows:

$$\frac{12 \times \text{Monthly Salary}}{1827 \text{ Hours}}$$

Bi-weekly calculation of overtime pay for all employees shall be computed on an hourly basis as follows:

$$\frac{\text{Monthly Rate} \times 12}{26.089} = \text{bi-weekly rate (rounded to 2 decimal places)}$$

$$\frac{\text{Bi - weekly Rate}}{\text{Bi - weekly Hours}} = \text{hourly rate (rounded to 4 decimal places)}$$

26.089 is derived as follows:

365¼ days (average over 4 years allowing for leap year) divided by 14.

#### 16. ABSENCE FROM DUTY OF UNION OFFICIALS

Effective 2012 March 22:

- (a) The Employer agrees to allow on-duty employees, as designated by the Union, to attend a meeting of the Joint Health and Safety Committee, without loss of pay.
- (b) Subject to paragraph (c) below, the Employer agrees to allow on-duty Union Officials to leave their employment temporarily without loss of pay
  - (i) for the purpose of settling grievances as outlined in Clause 17 of this Agreement; and
  - (ii) for the purpose of attending a Joint Labour/Management Committee meeting with the Employer – up to two (2) on-duty Union Officials.
- (c) The leave from employment without loss of pay to any on-duty Union Official for the purposes set out in paragraph (b) above shall be at the discretion of the Fire Chief.
- (d) The Employer agrees to allow on-duty Union Officials leave from their employment for the purpose of bargaining and committee meetings related to the bargaining of a renewed Collective Agreement, when a substitute is provided by the Union, at the Union's cost. Permission for such leave is at the discretion of the Fire Chief and will not be unreasonably withheld.

#### 17. GRIEVANCE PROCEDURE

Any difference concerning the dismissal, discipline, or suspension of an employee or the interpretation, application or operation of this Agreement, or concerning any alleged

violation thereof, including any question as to whether any matter is arbitrable, shall be finally and conclusively settled without stoppage of work, in the following manner:

(a) Step 1

When the Union files one or more grievances on behalf of one or more employees arising out of matters covered by this Agreement, the grievance(s) shall be committed to writing, setting out the nature and particulars of the matter along with the remedy being sought. It shall be forwarded to the Assistant General Manager/Deputy Fire Chief or excluded designate within twelve (12) calendar days of the matter being grieved.

The Assistant General Manager/Deputy Fire Chief or excluded designate and the Union shall meet within fourteen (14) calendar days of the receipt of the grievance in an attempt to resolve the grievance.

(b) Step 2

If the alleged grievance is not settled within eight (8) calendar days of the meeting with the Assistant General Manager/Deputy Fire Chief or excluded designate, the Union may direct the matter to the General Manager/Fire Chief or excluded designate within eight (8) calendar days thereafter.

The General Manager/Fire Chief or excluded designate and the Union shall meet within fourteen (14) calendar days of receipt of the grievance in an attempt to resolve the grievance.

If the alleged grievance is not settled within eight (8) calendar days of the meeting by the General Manager/Fire Chief or excluded designate, the Union may direct the matter to the City Manager or designate within eight (8) calendar days thereafter.

(c) Step 3

The City Manager or designate shall meet with the Union within twenty-eight (28) calendar days of receipt of such request.

If no settlement is reached with the City Manager or designate within fourteen (14) calendar days of the meeting, then the Union may, within a further sixty (60) calendar days, refer the matter, to be finally and conclusively settled without stoppage of work, by submission to Arbitration.

(d) Any dispute (as defined in the Labour Relations Code) with respect to matters not covered by the terms of this Agreement shall, during the term of this Agreement, be the subject of collective bargaining between the Union and the Employer as represented by its City Manager or designate.

(e) Policy Grievance – General Application

Where a dispute arises between the parties including any difference concerning a question of general application or interpretation of the Agreement, which does not specifically involve an employee or a group of employees, the matter may be submitted in writing by the Union directly to Step 2 of the grievance procedure. Policy grievances seek to declare the proper general application and interpretation of the Collective Agreement.

(f) Time Limits

If one of the parties is unable to meet the stipulated time frames then the other party may refer the matter to the next step. Time limits may, however, be extended at any of the steps in the grievance procedure by mutual agreement.

(g) Employer-Initiated Grievances

Employer-initiated individual or policy grievances shall have the same time limits and procedures as Union-initiated grievances.

(h) By-Passing Steps

Where both parties mutually agree Step 1 and/or Step 2 of the grievance procedure may be by-passed.

18. ARBITRATION PROCEDURE

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

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

If there is no agreement on an arbitrator or chairperson and no referral to the Director, Collective Agreement Arbitration Bureau within the ninety (90) day time frame, the grievance shall be considered to be abandoned.

19. LAYOFF AND RECALL(a) Layoffs

In the event of a reduction in the workforce, the Employer shall designate the position(s) to be eliminated and the incumbent employee(s) shall be laid off unless the employee is qualified (has the skill, knowledge and ability) to perform the work of another position with a familiarization period not to exceed thirty (30) working days. The familiarization period will consist of on the job orientation and will not include training. Where a Group 2 employee is seeking to bump into a Group 1 position and is qualified as a Suppression firefighter the terms and conditions of the Return to Suppression Policy in effect at the time of the layoff will apply.

Where an employee is qualified to perform the work of another position as defined above and has greater seniority than the incumbent of such position they may bump as follows:

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

In the application of this article if a position to which an employee is qualified to bump into is occupied by a probationary employee the regular employee shall have the ability to bump the probationary employee. It is understood that where a probationary employee is removed from the workforce as a result of a layoff that this will occur by way of their administrative identification order established through a lottery system.

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

(b) Advance Notice of Layoff

Except in cases of strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall notify the incumbent(s) in the position(s) to be eliminated, who have acquired seniority rights, at least thirty (30) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work during the thirty (30) calendar days, the employee shall be paid for those days for which work was not made available.

(c) Recall

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

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

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

An employee who fails to respond to a notice of Recall shall be bypassed for the purposes of that specific Recall and shall retain their position on the Recall list.

An offer of employment to replace another employee who is absent shall not be considered a recall and shall not affect an employees recall rights or adjust the twelve (12) month seniority retention period.

(d) Re-Hire

A probationary employee who is removed from the workforce as a result of a reduction in the workforce will be placed on a re-hire list. Such placement will be for a period of one (1) year. Following the completion of the Recall procedure described above, no new employees shall be hired until employees on the re-hire list have been given a reasonable opportunity to return to the workforce. In the event employees from the re-hire list are returned to the workforce, they will be re-hired in reverse order of their removal from the workforce. Probationary employees who are returned to the workforce by way of the "rehire list" will be required to complete the remainder of their 1-year probationary period as outlined in Article 13.2 of Collective Agreement.

(e) Seniority

Laid off employees shall maintain but not accumulate seniority and shall not be entitled to or earn benefits while on layoff. However, laid off employees may continue participation in health and welfare benefits (MSP, EHB, Dental, Group Life, and Supplemental Group Life) while on the Recall List by paying the full monthly premiums in advance. An employee recalled within twelve (12) months shall be credited with their previous service for determining seniority and length of service for vacation entitlement, long service leave, and benefit waiting

periods. An employee shall lose seniority and right of recall if continuously laid off for a period of more than twelve (12) consecutive months.

20. OCCUPATIONAL HEALTH PLAN

All employees covered by this Agreement are subject to the provisions of the Occupational Health Plan as agreed to by the Employer and the Union.

21. NOURISHMENT

The Department shall provide employees attending at major emergency incidents with nourishment.

22. PROVISION OF COLLECTIVE AGREEMENTS

The Employer shall contribute 50% of the cost, to a maximum of one thousand dollars (\$1000.00), towards the cost of printing the new Collective Agreement subject to the following conditions:

- (a) that the draft Agreement conforms in all aspects with the "TRUE" signed copies;
- (b) that the number of Collective Agreements to be printed will be sufficient to provide each member in the bargaining unit with 1 (one) copy, and an additional 25 copies for the Department's use and 25 copies for the Union's use.

The Department shall supply each new employee with a copy of the Collective Agreement prior to assignment to a fire hall.

23. SCHEDULES

It is understood and agreed between the Employer and the Union that Schedules "A" and "B" annexed hereto forms an integral part of this Agreement.

Wherever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine wherever the context so requires.

IN WITNESS WHEREOF the Employer has caused these presents to be sealed with the Common Seal of the City of Vancouver and executed by the Mayor and City Clerk, and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf.

SEALED with the Common Seal of the City of )  
Vancouver and signed by: )

\_\_\_\_\_  
"Gregor Robertson"  
Mayor )

\_\_\_\_\_  
Dec. 19, 2013  
Date )

\_\_\_\_\_  
"J. MacKenzie"  
City Clerk )

\_\_\_\_\_  
Dec. 19/13  
Date )

EXECUTED on behalf of the VANCOUVER )  
FIREFIGHTERS' UNION, LOCAL NO. 18 by: )

\_\_\_\_\_  
"Gord Ditchburn"  
President )

\_\_\_\_\_  
January 15, 2014  
Date )

\_\_\_\_\_  
"Craig Lanthier"  
Secretary Treasurer )

\_\_\_\_\_  
January 15, 2014  
Date )

\_\_\_\_\_  
"R. Weeks"  
Executive Vice President )

\_\_\_\_\_  
January 15<sup>th</sup>, 2014  
Date )



SCHEDULE "A"

CITY OF VANCOUVER  
SALARIES FOR CLASSES OF POSITIONS  
COVERED BY AGREEMENT WITH  
THE VANCOUVER FIREFIGHTERS' UNION, LOCAL #18,  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

EFFECTIVE 2010 APRIL 01 - 2011 DECEMBER 31

Key: A = Effective 2010 April 01 - 2010 September 30  
B = Effective 2010 October 01 - 2011 March 31  
C = Effective 2011 April 01 - 2011 September 30  
D = Effective 2011 October 01 – 2011 December 31

<u>Class No.</u>	<u>Class Title</u>	<u>Effec. Date</u>	<u>Monthly Salaries</u>	<u>Bi-weekly Salaries</u>	<u>% Differentials</u>
<u>Group I:</u>					
1112	Battalion Chief*	A	9248	4253.75	140.2
		B	9386	4317.22	
		C	9504	4371.50	
		D	9623	4426.23	
1114	Captain*	A	8047	3701.33	122
		B	8168	3756.99	
		C	8270	3803.90	
		D	8374	3851.74	
Fire Dispatcher I:					
	- 1st 6 months	A	4527	2082.26	70
		B	4595	2113.53	
		C	4652	2139.75	
		D	4710	2166.43	
	- 2nd 6 months	A	4850	2230.83	75
		B	4923	2264.40	
		C	4985	2292.92	
		D	5047	2321.44	
	- 2nd year	A	5174	2379.85	80
		B	5251	2415.27	
		C	5317	2445.63	
		D	5383	2475.99	
	- 3rd year	A	5820	2676.99	90
		B	5908	2717.47	
		C	5981	2751.04	
		D	6056	2785.54	

SCHEDULE "A" (cont'd)

Key: A = Effective 2010 April 01 - 2010 September 30  
 B = Effective 2010 October 01 - 2011 March 31  
 C = Effective 2011 April 01 - 2011 September 30  
 D = Effective 2011 October 01 – 2011 December 31

<u>Class No.</u>	<u>Class Title</u>	<u>Effec. Date</u>	<u>Monthly Salaries</u>	<u>Bi-weekly Salaries</u>	<u>% Differentials</u>
	- 4th year	A	6467	2974.59	100
		B	6564	3019.20	
		C	6646	3056.92	
		D	6729	3095.10	
	- 10th year (on completion of the 10th calendar year of service)**	A	6596	3033.92	102
		B	6695	3079.46	
		C	6779	3118.10	
		D	6864	3157.19	
	Fire Dispatcher II* (grandparented)	A	7256	3337.50	110
		B	7365	3387.63	
		C	7457	3429.95	
		D	7550	3472.73	
	Fire Dispatcher III*	A	8047	3701.33	122
		B	8168	3756.99	
		C	8270	3803.90	
		D	8374	3851.74	
1119	Firefighter:				
	- 1st 6 months	A	4527	2082.26	70
		B	4595	2113.53	
		C	4652	2139.75	
		D	4710	2166.43	
	- 2nd 6 months	A	4850	2230.83	75
		B	4923	2264.40	
		C	4985	2292.92	
		D	5047	2321.44	
	- 2nd year	A	5174	2379.85	80
		B	5251	2415.27	
		C	5317	2445.63	
		D	5383	2475.99	
	- 3rd year	A	5820	2676.99	90
		B	5908	2717.47	
		C	5981	2751.04	
		D	6056	2785.54	

SCHEDULE "A" (cont'd)

Key: A = Effective 2010 April 01 - 2010 September 30  
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<u>Class No.</u>	<u>Class Title</u>	<u>Effec. Date</u>	<u>Monthly Salaries</u>	<u>Bi-weekly Salaries</u>	<u>% Differentials</u>
	- 4th year	A	6467	2974.59	100
		B	6564	3019.20	
		C	6646	3056.92	
		D	6729	3095.10	
	- 10th year (on completion of the 10th calendar year of service)	A	6596	3033.92	102
		B	6695	3079.46	
		C	6779	3118.10	
		D	6864	3157.19	
1116	Lieutenant*	A	7388	3398.21	112
		B	7498	3448.81	
		C	7592	3492.05	
		D	7688	3536.20	
	Rescue Officer*	A	7388	3398.21	112
		B	7498	3448.81	
		C	7592	3492.05	
		D	7688	3536.20	
<u>Group II:</u>					
1106	Captain, Building and Facilities*	A	8047	3701.33	122
		B	8168	3756.99	
		C	8270	3803.90	
		D	8374	3851.74	
1103	Captain – Pre-Fire Planner*	A	8047	3701.33	122
		B	8168	3756.99	
		C	8270	3803.90	
		D	8374	3851.74	
1107	Division Chief Communications	A	8852	4071.60	134.2
		B	8985	4132.78	
		C	9097	4184.29	
		D	9211	4236.73	
1111	Division Chief Logistics & Safety*	A	9248	4253.75	140.2
		B	9386	4317.22	
		C	9504	4371.50	
		D	9623	4426.23	

SCHEDULE "A" (cont'd)

Key: A = Effective 2010 April 01 - 2010 September 30  
 B = Effective 2010 October 01 - 2011 March 31  
 C = Effective 2011 April 01 - 2011 September 30  
 D = Effective 2011 October 01 – 2011 December 31

<u>Class No.</u>	<u>Class Title</u>	<u>Effec. Date</u>	<u>Monthly Salaries</u>	<u>Bi-weekly Salaries</u>	<u>% Differentials</u>	
1110	Division Chief - Training* (formerly Training Officer)	A	9248	4253.75	140.2	
			9670	4447.85	146.6	
		B	9386	4317.22	140.2	
			9815	4514.55	146.6	
			C	9504	4371.50	140.2
				9938	4571.12	146.6
			D	9623	4426.23	140.2
				10063	4628.62	146.6
		Fire Investigator*	A	7388	3398.21	112
			B	7498	3448.81	
			C	7592	3492.05	
			D	7688	3536.20	
	Fire Investigation Captain – same as equal rank Firefighter Captain					
1122	Fire Prevention Captain – same as equal rank Firefighter Captain					
1120	Fire Prevention Inspector – Grades as per Firefighter					
1121	Fire Prevention Lieutenant—same as equal rank Firefighter Lieutenant					
	Lead Mechanic*	A	7256	3337.50	110	
		B	7365	3387.63		
		C	7457	3429.95		
		D	7550	3472.73		
	Lieutenant, Dedicated Fire Protection Systems*	A	7388	3398.21	112	
		B	7498	3448.81		
		C	7592	3492.05		
		D	7688	3536.20		

SCHEDULE "A" (cont'd)

Key: A = Effective 2010 April 01 - 2010 September 30  
 B = Effective 2010 October 01 - 2011 March 31  
 C = Effective 2011 April 01 - 2011 September 30  
 D = Effective 2011 October 01 – 2011 December 31

<u>Class No.</u>	<u>Class Title</u>	<u>Effec. Date</u>	<u>Monthly Salaries</u>	<u>Bi-weekly Salaries</u>	<u>% Differentials</u>
	Lieutenant, Emergency Preparedness*	A	7388	3398.21	112
		B	7498	3448.81	
		C	7592	3492.05	
		D	7688	3536.20	
	Lieutenant - Pre-Fire Planner*	A	7388	3398.21	112
		B	7498	3448.81	
		C	7592	3492.05	
		D	7688	3536.20	
	Lieutenant, Recruitment/ Outreach*	A	7388	3398.21	112
		B	7498	3448.81	
		C	7592	3492.05	
		D	7688	3536.20	
1123	Machinist Mechanic*	A	6847	3149.37	103.8
		B	6949	3196.29	
		C	7037	3236.77	
		D	7125	3277.24	
	Public Education Officer*	A	8047	3701.33	122
		B	8168	3756.99	
		C	8270	3803.90	
		D	8374	3851.74	
1125	Supervisor, Fleet Maintenance*	A	7915	3640.61	120
		B	8034	3695.35	
		C	8135	3741.81	
		D	8237	3788.72	
1109	Training Officer*	A	8450	3886.70	128.11
		B	8577	3945.11	
		C	8685	3994.79	
		D	8793	4044.46	

\* Rates so identified use the 10th year Firefighter's rate as a base. The remainder are based on the 4th year Firefighter's rate.

SCHEDULE "A" (cont'd)

- \*\* Notwithstanding, a 4th Year Firefighter transferring into the class of Fire Dispatcher I will, upon completion of both his/her 4th year of service and satisfactory completion of the designated Fire Dispatch training program, be eligible for receipt of 102% of the 4th Year Firefighter rate.

SCHEDULE "B"

**LETTER OF UNDERSTANDING**

between the

**CITY OF VANCOUVER**  
(the "City")

and the

**VANCOUVER FIREFIGHTERS' UNION, IAFF 18**  
(the "Union")

**RE: SECONDARY EMPLOYERS**

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BACKGROUND:

- A. From time to time, employees of the City who are members of the Union (hereinafter referred to as the "employees") work for other employers that provide WorkSafeBC coverage ("Secondary Employers").
- B. The Collective Agreement between the Parties does not directly address how the Sick Leave and Gratuity Plan provisions apply where an employee is in receipt of WorkSafeBC wage loss payments as a result of an injury or illness suffered by the employee while working for a Secondary Employer.
- C. Grievances were brought by the Union on behalf of two of its members who were absent from their employment with the City as a firefighter as a result of an injury suffered while working for a Secondary Employer.
- D. The City and the Union have reached a resolution with respect to the grievances referred to above and, as part of the resolution, have agreed to enter into this Letter of Understanding in order to provide a framework to deal with this issue in the event that it arises again in the future.

THE PARTIES AGREE AS FOLLOWS:

- 1. Employees who are in receipt of WorkSafeBC wage loss payments as a result of an injury or illness suffered while working for a Secondary Employer are not entitled to the WorkSafeBC Sick Leave Payments contained in Clause 12.3D of the Collective Agreement between the Parties.
- 2. An employee, who is absent from his/her employment as a firefighter with the City as a result of an injury or illness suffered while working for a Secondary Employer, shall be entitled to receive paid sick leave from his/her accumulated sick leave credits, if any, pursuant to Clause 12.3A of the Collective Agreement between the Parties, provided the employee complies with the following conditions:

- (a) The employee must, within forty-eight (48) hours of suffering any injury or illness while working for a Secondary Employer or as soon as practicable thereafter if the employee is unable to do so within forty-eight (48) hours, notify the City of any WorkSafeBC claim involving a Secondary Employer.
  - (b) The employee must otherwise qualify for Sick Leave from the City, and must comply with the Occupational Health Plan published by the City.
  - (c) The employee must apply to WorkSafeBC for compensation benefits as a result of the injury or illness suffered while working for the Secondary Employer, and must provide the City with proof of his/her application to WorkSafeBC.
  - (d) The employee must pay to the City all monies received by him/her, or which he/she is entitled to receive, from WorkSafeBC which are attributable to loss of wages for the period the employee is claiming Sick Leave from the City. These payments to the City must be made within ten (10) days of the employee having received, or being entitled to receive, monies from WorkSafeBC.
  - (e) The employee will facilitate the payments, referred to in sub-paragraph (d) above, being made to the City by either
    - (i) executing any necessary forms, which may be required by WorkSafeBC, authorizing WorkSafeBC to pay the full amount of the employee's wage loss benefits directly to the City, or
    - (ii) endorsing over to the City any cheques, representing the full amount of the employee's entitlement to wage loss benefits, which the employee received from WorkSafeBC.
3. In the event that the City is not paid the monies which the employee receives, or is entitled to receive, from WorkSafeBC within the time period set out in paragraph 2(d) above, then
  - (a) the City will immediately cease to make any further sick leave payments to the employee from his/her accumulated sick leave credits, and
  - (b) the employee shall be considered to be on sick leave without pay from the City for the remainder of the period during which the employee is entitled to receive wage loss benefit payments from WorkSafeBC as a result of an injury or illness he/she suffered while working for a Secondary Employer.
4. Monies received by the City, pursuant to paragraph 2(d) above, will be allocated between the City and the Union as follows:
  - (a) Where the monies received by the City are sufficient to cover the full amount of the sick leave credits paid to the employee during his/her period of absence resulting from an injury or illness suffered while working for a Secondary Employer, the City will not bill the Union for the first four (4) shifts of the



employee's paid sick leave as contemplated by Clauses 12.3B(1) and (3) of the Collective Agreement between the Parties.

- (b) Where the monies received by the City are insufficient to cover the full amount of the sick leave credits paid to the employee during his/her period of absence resulting from an injury or illness suffered while working for a Secondary Employer, the City and the Union will share the monies received by the City proportionately based upon the amount of sick leave that each of the City and the Union was required to pay to the employee pursuant to the applicable provisions of the Collective Agreement between the Parties.
- (c) Where an employee continues to be absent from his/her employment with the City after the expiration of the wage loss benefits received by the employee from WorkSafeBC as a result of the injury or illness the employee suffered while working for a Secondary Employer, the employee must initiate a new claim for sick leave with the City and the relevant provisions of Clauses 12.3A and B will apply.

5. This Letter of Understanding will form part of the Collective Agreement between the Parties.

Signed this 17 day of October, 2008.

BARGAINING REPRESENTATIVES ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
"Alan Borden"

\_\_\_\_\_  
"Debbie Craig"

\_\_\_\_\_  
"John McKearney"

\_\_\_\_\_  
"Malcolm Graham"

\_\_\_\_\_  
"Paul Strangway"

BARGAINING REPRESENTATIVES ON BEHALF OF THE UNION:

\_\_\_\_\_  
"Rod McDonald"

\_\_\_\_\_  
"Gord Ditchburn"

\_\_\_\_\_  
"Al Gregory"