

1995-1996

COLLECTIVE AGREEMENT

between

THE CITY OF BURNABY

and

THE BURNABY FIREFIGHTERS' UNION, LOCAL 323

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THIS AGREEMENT made the ____ day of _____ in the year one thousand nine hundred and ninety-six

BETWEEN:

THE CITY OF BURNABY
(Hereinafter called the "City")

OF THE FIRST PART

AND:

THE BURNABY FIREFIGHTERS' UNION, LOCAL 323
of the International Association of Firefighters
(Hereinafter called the "Union")

OF THE SECOND PART

1. **TERM OF AGREEMENT**

This Agreement shall be for a term of two (2) years from and including the 1st day of January 1995 to and including the 31st day of December 1996 and shall remain in full force and effect thereafter from year to year unless either party, within four (4) months immediately preceding the 31st day of December 1996 or within four (4) months immediately preceding the 31st day of December in any subsequent year, gives to the other party written notice of its desire to terminate or amend such Agreement.

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

2. **COVERAGE**

WHEREAS the City is an Employer within the meaning of the Labour Relations Code, being Chapter 82 of the Revised Statutes of British Columbia, 1992.

AND WHEREAS the Union is the duly certified bargaining agent for the employees of the Burnaby Fire Department except for those employees excluded by provisions of the aforesaid Labour Relations Code and without restricting the generality of the foregoing, save and except the following:

Fire Chief
Deputy Fire Chief--Operations
Deputy Fire Chief--Administration
Staff Officer
Clerical Staff

This Agreement shall constitute, inter alia, the wages and working conditions for the employees in respect of whom the Union is so certified.

3. UNION SHOP

- 3.1 The City hereby recognizes and acknowledges the Union as the sole bargaining agent for those employees of the City (hereinafter referred to as "employees" or "employee" as the context may require) with the exception of those employees hereinbefore mentioned.
- 3.2 The City shall require that all new employees shall, within six (6) months of commencing their employment, become members of the Union and all employees shall, during the term of this Agreement, remain members in good standing of the Union.
- 3.3 The City agrees that, upon receipt of written authorization in a form satisfactory to the City, it will deduct from the employee's salary all Union dues and assessments levied in accordance with the by-laws of the Union.

4. WORKING CONDITIONS

4.1 Hours of Work

- (a) The hours of duty for Firefighters, Lieutenants, Captains and Assistant Chiefs shall be an average of forty-two (42) hours per week.
- (b) The hours of duty for members in the Fire Prevention Office shall be an average of thirty-five (35) hours per week.
- (c) A flexible work week on a seven calendar day basis shall be incorporated into the contract for the Fire Mechanic and Senior Mechanic on a 4-day week and 10-hour day basis to be determined by the head of that Branch. Acting time shall only apply for approved Leave of Absence with or without pay, following past practice. Tools required by the Fire Mechanic or Senior Mechanic shall be replaced by the City when broken or worn beyond further use. The City shall not be held responsible in cases of loss or theft of tools.
- (d) A flexible work week shall be in operation, for all employees of the Fire Prevention Office, with a total of 35 hours per week. The method of scheduling of hours shall be the responsibility of the Chief Fire Prevention Officer. Acting time shall continue to be applied only when conditions of approved Leave of Absence, with or without pay, qualifies, as in past practice.

- (e) Members of the Training Branch shall work a flexible thirty-seven and one-half (37½) hour week, including a daily lunch break of one-half (½) hour on a schedule to be determined by the Training Officer to meet the requirements of training in the Fire Department.

4.2 Callout

- (a) Except as provided in Sections 4.2(b) and 4.2(c), an employee reporting for work on the call of the City at any time other than his regular working hours shall be paid at the rate of double his regular rate of pay for the entire period spent at his place of work in response to the call, with a minimum of three (3) hours at the rate of double his regular rate of pay.

When computing the payment of Callout of an employee under this Section 4.2(a), all time worked by such employee from the time he reports for work until he returns to his regular place of work (e.g., the Fire Hall at which he is stationed) and has been relieved of further duties by the Officer in Charge, shall be deemed to be Callout.

- (b) Notwithstanding anything contained in Section 4.2(a), an employee reporting for work on the call of the City on any of the statutory holidays described in Section 6.4(c) other than his regular working hours shall be paid at the rate of triple his regular rate of pay for all of the hours worked during the statutory holiday in response to the call, and double thereafter, with a minimum of three (3) hours at the rate of triple his regular rate of pay.
- (c) Notwithstanding anything contained in Sections 4.2(a) or 4.2(b), an employee reporting for work on the call of City for the purpose of attending a meeting of an administrative nature shall be paid at the rate of one and one-half (1½) times his regular rate of pay for the entire period spent attending such meeting in response to the call, with a minimum of three (3) hours at the rate of one and one-half (1½) times the regular hourly rate subject to the following conditions:
 - (i) at least seven (7) days' notice of the meeting date shall be provided;
 - (ii) in the event a scheduled meeting date is postponed, at least seven (7) days' notice of the new meeting date shall be provided;
 - (iii) the City 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 he has a prior commitment of a personal nature;
- (v) nothing contained in this Section 4.2(c) shall be construed so as to interfere with the right of the City to require an employee to report for work pursuant to Section 4.2(a) or 4.2(b) for the purpose of attending a meeting of an administrative nature or of any other kind, in which case neither the rate of one and one-half (1½) times the regular hourly rate nor any of the conditions set out in paragraphs (i) to (iv) inclusive of this Section 4.2(c) shall apply.

4.3 Overtime

- (a) An employee who is required to work overtime immediately preceding or following the completion of his regular shift shall be paid at one and one-half (1½) times the regular hourly rate of the employee for the first two hours, and two (2) times the regular hourly rate of the employee for all overtime hours worked beyond two hours, computed on the basis of the employee's normal working hours. In order to qualify as Overtime under this Section 4.3(a), the requirement for an employee to work Overtime preceding his regular shift must be accompanied by a minimum of twenty-four hours' notice of such requirement. When computing the payment of overtime of an employee under this Section 4.3(a), all time worked by such employee from the time he completes his regular shift until he returns (if his duties required him to leave his regular place of work) to his regular place of work (e.g. the Fire Hall at which he is stationed) and has been relieved of further duties, shall be deemed to be overtime.
- (b)
 - (i) An employee who is required to work an extra shift shall be granted time off or payment, at the option of the City, at the rate of one and one-half (1½) times his regular hourly rate for the extra shift worked.
 - (ii) Where an employee is required to work a portion of an extra shift, for the purpose of relieving another employee who has been given leave of absence to attend any course of instruction away from his regular place of work, or who is attending a meeting of an administrative nature, the relieving employee shall, at the option of the City, receive either an amount of time off equivalent to one and one-half (1½) times the number of extra hours so worked or pay at the rate of one and one-half (1½) times his regular hourly rate of pay for such extra hours. Under this Section 4.3(b)(ii), 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; and any other

period of work will be subject to a minimum of three (3) hours at the rate of time and one-half.

- (c) Overtime pay for all employees shall be computed as follows:

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

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

26.089 rate is derived as follows:

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

4.4 Job Security

- (a) Seniority and Promotion

When making a promotion the City shall, subject to the needs of the service, promote on the basis of competence and ability to do the job in question and the seniority of the applicants for promotion.

- (b) Layoffs

In the event that it becomes necessary to lay off employees, the order in which employees are laid off shall be determined by their seniority.

- (c) Rights of Employees Promoted Out of the Bargaining Unit

In the event of an employee being promoted from a position for which the Union either had bargaining authority at the time of the promotion or subsequently obtained bargaining authority, to a position whether included in or excluded from the Union contract, and such employee being subsequently laid off or demoted, or voluntarily reverting to a position for which the Union has bargaining authority, the City shall have the right to place such employee in the position previously held by him or in any vacant position of equivalent or lower rank for which such employee is considered qualified. The employee, if so placed as the result of being laid off or demoted, or voluntarily reverting prior to the expiry of one (1) year in the position excluded from the Union's bargaining authority, shall suffer no loss of seniority and such seniority shall be his total length of service with the Fire Department. In the event that the employee is laid off or demoted, or voluntarily reverts following the expiry of one (1) year in the position excluded from the Union's bargaining authority, then the employee's

seniority shall be his seniority accrued as at the date he became excluded from the Union's bargaining authority, plus the one (1) year in the excluded position.

(d) Disability

Bona fide sickness, or disability resulting from an accident sustained in the course of his employment, shall not constitute a ground for the discharge of any employee, provided that it is possible for such employee, in the opinion of the Medical Officer or Consultant of the City, upon recovery, to carry on duties in the fire service of the City, and, subject to the opinion of the said Medical Officer or Consultant, such employee shall continue in the position held by him prior to such sickness or accident.

4.5 Probation and Permanency

- (a) Each employee shall be considered to be employed on a probationary basis until he shall have completed twelve (12) months' service with the Fire Department. If such employee continues in the municipal fire services after twelve (12) continuous calendar months of service, he shall be considered to be on a permanent basis and annual vacation shall be dated back to the original date of municipal employment with seniority and service pay benefits dating back to the hiring date in the Burnaby municipal fire service.
- (b) This probationary period shall be for the purpose of determining an employee's suitability for permanent employment. At any time during this period, employment may be terminated if it can be satisfactorily shown the employee is unsuitable for employment.
- (c) Suitability for employment will be decided on the basis of factors such as:
- (i) The quality of his work.
 - (ii) Ability to work harmoniously with others.
 - (iii) His conduct.
 - (iv) His ability to meet firefighting standards set by the City.

4.6 Telephone

Every employee covered by this Agreement, shall have at all times at his place of residence, and at his own expense, a telephone in good working order.

4.7 Rules and Regulations of the City

All rules and regulations of the City and all instructions issued by the City which do not conflict with the provisions of this Agreement are approved and shall continue in force and effect during the currency of this Agreement or any extension thereof.

4.8 Rights, Privileges and Obligations of Employees

All rights, privileges and obligations of the employees shall continue except as altered herein.

4.9 Retirement

All employees shall be retired upon reaching the age of sixty (60) years.

4.10 Inquests or Inquiries

Whenever any employee because of his position with the City is called upon to give evidence in any sort of inquest or inquiry which could or may result in an action against the City, he should attend the inquiry assisted by the Municipal Solicitor. Such attendance during off-duty time shall be compensated at callout rates for a minimum of three (3) hours.

4.11 Employment Equity

The City and the Union agree with employment equity programs which will assist visible minorities, First Nations peoples, and women in gaining entry into employment as Firefighters.

5. PAY

5.1 Rates of Pay

- (a) The rates of pay shall be as set out in Schedule "A" of this Agreement. This schedule reflects rates effective 1995 January 01 - 1996 December 31 inclusive. The anniversary date for all employees of the Fire Department shall be adjusted to become effective in the pay period nearest to their anniversary date.

5.2 Pay for Acting Senior Capacity

- (a) Any person covered by this Agreement who is assigned the responsibilities and carries out the duties incidental to a position or rank senior to that which he

normally holds shall be paid at the rate for the senior position or rank while so acting.

- (b) When acting in such higher capacity for a minimum of thirty (30) days prior to vacation, such person shall receive the higher rate of pay for vacation pay. If an employee is acting and has been acting for a continuous period of fifteen (15) duty shifts prior to vacation or sickness, such person shall receive the higher rate of pay for vacation pay or sickness pay, whichever applicable. Increments shall be granted for acting service after the accumulation of one year's service in the acting rank.
- (c) Employees working flexible hours or compressed hours as described in Sections 4.1(c), (d) and (e) shall receive acting pay only for authorized leave of absence.

5.3 Service Pay

- (a) Service pay shall be paid to all members covered by this Agreement on the basis of seven dollars and fifty cents (\$7.50) per month after the completion of five (5) years of service and an additional seven dollars and fifty cents (\$7.50) per month for each completed five (5) year period of service thereafter.
- (b) Notwithstanding Section 5.3(a) above, Service Pay shall be discontinued for an employee effective the date upon which he is promoted to an officer rank as designated under Schedule "A" of this Agreement, or effective the date such employee is deemed by the City to be Acting in a Senior Capacity (pursuant to the provisions of Section 5.2(a) above) on a continuous, year-round basis, whichever date first occurs.

6. VACATIONS AND STATUTORY HOLIDAYS

6.1 Annual Vacation

(Refer to Schedule "B" which forms part of this Agreement for purposes of clarification.)

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

- (a) Firefighting Division

These employees shall commence their vacation on the first duty shift after the employees' days off and shall have their vacations on a duty shift basis. Their vacation entitlement is as follows:

- (i) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act.
- (ii) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of eight (8) duty shifts for each month or portion of a month greater than one-half (½) worked by December 31st.
- (iii) During the second (2nd) calendar year only of service - eight (8) duty shifts.
- (iv) During the third (3rd) up to and including the tenth (10th) calendar year of service - twelve (12) duty shifts.
- (v) During the eleventh (11th) up to and including the twenty-third (23rd) calendar year of service, except during the twenty-first (21st) calendar year of service - sixteen (16) duty shifts.
- (vi) During the twenty-first (21st) calendar year of service - twenty (20) duty shifts.
- (vii) During the twenty-fourth (24th) and all subsequent calendar years of service - twenty (20) duty shifts.

(b) Divisions Other Than Firefighting

Those employees engaged in work other than the Firefighting Division shall have the following vacation entitlement:

- (i) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act.
- (ii) In the first part calendar year of service vacation will be granted on the basis of one-twelfth (1/12) of fourteen (14) calendar days for each month or portion of a month greater than one-half (½) worked by December 31st.
- (iii) During the second (2nd) calendar year only - fourteen (14) calendar days.
- (iv) During the third (3rd) up to and including the tenth (10th) calendar year - twenty-one (21) calendar days.

- (v) During the eleventh (11th) up to and including the twenty-third (23rd) calendar year of service, except during the twenty-first (21st) calendar year of service - twenty-eight (28) calendar days.
- (vi) During the twenty-first (21st) calendar year of service - thirty-five (35) calendar days.
- (vii) During the twenty-fourth (24th) and all subsequent calendar years of service - thirty-five (35) calendar days.

6.2 Long Service Vacation

- (a) After the completion of twenty (20) years' service, twenty-eight (28) additional calendar days will be granted as annual leave, to be taken before the completion of twenty-five (25) years of service, at the option of the employee, and subject to the approval of the Joint Holiday Committee, and that a similar allowance be made at the completion of twenty-five (25) years' service and each subsequent five-year period, thereafter. PROVIDED HOWEVER, when an employee who is entitled to additional leave under this section elects to take such leave, he shall make application to the Fire Chief within thirty (30) calendar days following the date of publication of the annual vacation schedule for the employees by the Department, stating the period when he will be absent on leave; any application for additional leave may be amended or changed by the applicant within the prescribed thirty (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 thirty (30) calendar day period may be refused by the Fire Chief if, in his opinion, the exigencies of the Department necessitate such refusal, but such applications shall not be unreasonably refused by the Fire Chief.

6.3 Entitlement on Termination

Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month or portion of a month greater than one-half (1/2) worked to the date of termination.

PROVIDED THAT:

- (a) "Calendar Year" for the purpose of this Agreement shall mean the twelve (12) month period from January 1st to December 31st inclusive.

- (b) In all cases of termination of service for any reason other than retirement on superannuation or on attaining maximum retirement age, adjustment will be made for any overpayment of vacation.
- (c) Employees leaving on superannuation or upon leaving at reaching maximum retirement age are entitled to vacation as follows:

If retiring prior to March 31st, they receive half of the usual annual vacation;

If retiring March 31st or later, they receive full annual vacation.

6.4 Statutory Holidays

- (a) All Firefighting Division employees who have completed twelve (12) months' continuous service by December 31st shall receive in each calendar year in lieu of the eleven (11) statutory holidays set forth in Section 6.4(c) time equivalent to eleven (11) duty shifts and in addition thereto shall receive time equivalent to one (1) duty shift in lieu of any other statutory holiday declared by the City, the Government of the Province of British Columbia or the Government of Canada, to which employees covered by this Collective Agreement are entitled.

EXCEPT THAT:

- (i) Any Firefighting Division employees who are hired after January 01 in any calendar year shall receive time equivalent to one (1) duty shift in lieu of each of the eleven (11) statutory holidays set forth in Section 6.4(c) which occur during their period of service in the calendar year in which they commence their employment and, in addition thereto, such employees shall receive time equivalent to one (1) duty shift in lieu of any other statutory holiday declared by the City, the Government of the Province of British Columbia or the Government of Canada, to which employees covered by this Collective Agreement are entitled.

The City shall attempt to schedule time equivalent entitlement during the first calendar year of service, but if this is not practicable, employees affected shall receive a payment in cash at the end of the calendar year.

- (ii) Any Firefighting Division employees who were hired prior to 1971 January 01, and leave the service on superannuation or upon reaching maximum retirement age prior to March 31st in any calendar year shall receive time equivalent to five and one-half (5½) duty shifts in lieu of any statutory holidays to which they may have been otherwise entitled under this Agreement and, in addition thereto, time equivalent to one (1)

- duty shift in lieu of any other statutory holiday declared by the City, the Government of the Province of British Columbia or the Government of Canada, to which employees covered by this Collective Agreement are entitled and which occur during their period of service in the calendar year in which they retire.
- (iii) Any Firefighting Division employees who were hired prior to 1971 January 01 and leave the service on superannuation or upon reaching maximum retirement age on or after March 31st in any calendar year shall receive time equivalent to eleven (11) duty shifts in lieu of any statutory holidays to which they may have been otherwise entitled under this Agreement and, in addition thereto, time equivalent to one (1) duty shift in lieu of any other statutory holiday declared by the City, the Government of the Province of British Columbia or the Government of Canada, to which employees covered by this Collective Agreement are entitled and which occur during their period of service in the calendar year in which they retire.
 - (iv) Any Firefighting Division employees who are hired after 1971 January 01 and leave the service on superannuation or upon reaching maximum retirement age shall receive time equivalent to one (1) duty shift in lieu of each of the eleven (11) statutory holidays set forth in Section 6.4(c) which occur during their period of service in the calendar year in which they retire and, in addition thereto, such employees shall receive time equivalent to one (1) duty shift in lieu of any other statutory holiday declared by the City, the Government of the Province of British Columbia or the Government of Canada, to which employees covered by this Collective Agreement are entitled and which occur during their period of service in the calendar year in which they retire.
- (b) Any Firefighting Division employee who is required to work on any of the statutory holidays listed in Section 6.4(c) below shall, in addition to the entitlement set forth in Section 6.4(a), receive a payment in cash at the rate of fifty percent (50%) of his regular hourly rate for each of the hours during which he is on duty on such statutory holiday between the hours of 00:01 h and 23:59 h. It is understood that it is work performed on such statutory holiday (as opposed to work performed on any day which may be proclaimed in lieu of the statutory holiday) which attracts the premium set out in this Section 6.4(b).
 - (c) Employees engaged in work other than the Firefighting Division, shall be entitled to a holiday with pay on the following statutory holidays, namely: New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, or any other day declared to be a statutory holiday by the City,

the Government of the Province of British Columbia or the Government of Canada.

The proper interpretation of this section in cases where a statutory holiday occurs during a period when an employee is in receipt of sick leave benefits shall be governed by the terms of paragraphs 5, 6 and 7 of the Memorandum of Agreement dated 1979 December 04 which is attached to this Agreement as Schedule "F" and which shall form a part of this Agreement.

PROVIDED THAT:

Day Proclaimed in Lieu of Saturday or Sunday

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

SAVE AND EXCEPT THAT:

No Day Proclaimed in Lieu of Saturday or Sunday

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

- (i) one day's pay at his regular rate of pay, or
- (ii) a holiday with pay within the calendar year in which such statutory holiday falls, on any normal working day which immediately precedes or immediately follows on the employee's normal rest days or one of the statutory holidays hereinbefore defined in Section 6.4(c).

6.5 Statutory Holidays and Vacations For Recruits

In lieu of the annual and statutory holiday entitlements accrued during their first part calendar year of service by newly hired Firefighters pursuant to this Clause 6, such entitlements may, at the option of the Department, be converted to cash and be paid to such employees following December 31 of that calendar year.

6.6 Scheduling of Statutory Holidays and Vacations

A Committee comprised of representatives of both the City and the Union will be instituted in order to consider and recommend upon a method of scheduling annual, long service vacations and statutory holidays in an equitable manner, it being understood and agreed that any improvement which might be recommended by the Committee, shall be subject to the approval of the Fire Chief and subject also to the ability of the City to implement such recommendation without additional cost to the City.

7. HEALTH AND WELFARE BENEFITS

7.1 Dental Services Plan

- (a) Employees shall be entitled to enrol in the Dental Services Plan on the first day of the calendar month following six (6) months of service.
- (b) A spouse, dependent children to age 21, and dependent children over age 21 in full-time attendance at a recognized school or college shall be covered as employee dependents.
- (c) Dental services will be covered in accordance with the plan as follows:
 - "A" - 100% Diagnosis, prevention, surgery, restorations, denture repairs, root canal and gum treatment.
 - "B" - 60% Crowns, bridges and partial or complete dentures.
 - "C" - 60% Orthodontics, to a maximum benefit of \$2,500 per person per lifetime (adults and children) with immediate cover and no run-off on termination of the plan.
- (d) The City shall pay 100% of the premiums required for the plan.

7.2 Medical Services Plan of B.C

- (a) Probationary and permanent employees shall be entitled to be covered under the Medical Services Plan commencing on the first day of the calendar month following the date of employment.
- (b) The City shall pay 100% of the premiums required by the plan.

7.3 Extended Health Benefits

- (a) Employees shall be entitled to enrol in the Extended Health Benefit Plan on the first day of the seventh calendar month following the date of employment and shall be covered in accordance with the detailed plan.
- (b) A spouse, dependent children to age 21, and dependent children over age 21 in full-time attendance at a recognized school or college, may be covered as employee dependents.
- (c) The Plan shall reimburse employees at the rate of 80% of prescription drugs and other insured eligible expenses (after a deductible of \$25.00 per family per year) to a lifetime maximum of \$500,000 per covered person.
- (d) The Plan shall include eyeglass option, lenses and frames or contact lenses, to a maximum of \$200.00 payable per covered person per 24 month period and hearing aids up to a lifetime maximum of \$500.00 per covered person.
- (e) The City shall pay 100% of the premiums required by the plan.

7.4 Benefits Administration

- (a) Probationary employees with three months' service and permanent employees (hereinafter referred to as "members") shall become members of the Burnaby Municipal Benefit Society (hereinafter referred to as the "Society") and shall be covered for sickness and disability benefits, as outlined hereinafter.
- (b) The parties agree that the Society shall administer the Short Term Sickness and Accident Leave, Medium Term Disability, Long Term Disability and occupational disability benefits in accordance with this Agreement, the Society's Plan Document and the Constitution and By-Laws of the Society. The Letter of Intent dated 1990 October 12 outlines the terms and conditions agreed to by the Joint Benefits Review Committee and is appended to this Agreement as Schedule "G".
- (c) The City or the Society may require an employee to provide written confirmation or certification at any time of the employee's disability or incapacity to work, or continuing incapacity to work and the date when the employee is expected to be

able to return to regular duties on a full or part-time basis. Such confirmation may be required in the form of a statement from the employee's physician, the Medical Consultants of the City or the Society, or the Employee Nurse.

- (d) Any appeals with respect to sick leave benefits shall be presented in writing (on a form to be approved by the City and the Union) to the Directors of the Society, who shall issue a decision with respect to the appeal. The decision of the Directors shall be subject to the provisions of Clause 11 (Grievance Procedure).

- (e) UIC Rebates

The Employer/employee portion of UIC rebate or reductions related to the Medium Term Disability Plan shall be utilized to pay for the Medium Term Disability Plan. The balance of the cost shall be paid by the City.

7.5 Short Term Sickness and Accident Leave (STSA)

Subject to the provisions of the Society's Plan Document:

- (a) Short Term Sickness and Accident Leave shall mean loss of time from work caused by sickness, accident or disability for the first two weeks of each sick leave absence (a week shall mean 35, 37.5, 40 or 42 hours, i.e. the regular weekly hours).
- (b) The rate of benefits for STSA leave shall be regular take-home pay (i.e., 'no gain, no loss').
- (c) Each member shall pay a premium of 1% of regular salary or such standard percentage amount that will make the STSA fund self-supporting. The level of contributions shall be adjusted by the Society upwards or downwards as required.
- (d) The Society shall account for the premiums payable and benefits provided to members of the Burnaby Firefighters' Union, Local 323, separate and apart from all other members of the Society.
- (e) The first day of the fourth and subsequent instances of short term sick leave absence during each calendar year will not be paid.

7.6 Occupational Injury Time Loss (WCB)

Subject to the provisions of the Society's Plan Document:

- (a) Members will continue to receive the equivalent of regular take-home pay and applicable benefits during time loss due to occupational injury, subject to Section (c) hereof.
- (b) The City will pay the first day or part day of time loss due to an occupational injury at regular gross pay.
- (c) Time loss from the second day onwards will be paid in an amount which will achieve the member's regular after-tax "take-home" pay, as follows:
 - (i) A tax-free amount from the STSA fund of the Society equivalent to the amount payable by WCB to the employee. WCB payments shall be assigned by the member to the Society.
 - (ii) A taxable supplement, payable by the Employer, which, when added to the amount calculated in Section 7.6(c)(i), will achieve the member's regular take-home pay.
 - (iii) During the period of disability, applicable Employer/employee benefit contributions will continue to be made by the Employer/employee, and Superannuation contributions will be based on the regular wage or salary rate of the member.
 - (iv) Should WCB not accept a member's claim, then the total time loss period shall be treated retroactively as a sickness and the provisions of Section 7.5 shall apply with appropriate adjustments being made in payments made to the member.

7.7 Death Benefit Plan

Employees shall be entitled to coverage immediately following completion of six (6) months of continuous service as follows:

- (a) Group Life Insurance for employees shall be calculated on the basis of two times (2X) regular gross earnings (minimum of \$50,000). Recruits shall, during the first six (6) months of their employment, be entitled to Group Life Insurance coverage on the basis of two times (2X) regular gross earnings (minimum of \$50,000) in the event of death occurring while on duty.
- (b) The City shall pay 100% of the premiums for the Group Life Insurance Plan.

7.8 Optional Additional Life Insurance

The following Optional Additional Life Insurance will be made available to members of the Society, and/or their spouses, following completion of six months of continuous employment:

- (a) Death benefit in units of \$10,000 to a maximum of \$200,000 on any one life.
- (b) Premiums to be paid 100% by employees by payroll deduction at rates that are competitive with market rates. Premium levels shall be reviewed annually by the Society. Premium levels are subject to change by the Carrier upon appropriate written notice.
- (c) Premium rates are based on employee's or spouse's age on his/her last birthday and are set on a Male/Female and Smoker/Non-smoker basis.
- (d) Evidence of insurability to require a short form questionnaire. A medical examination may be required.
- (e) Spousal coverage will be available whether or not the member participates, on the same terms as for the member.

7.9 Supplementary Compensation for a Firefighter Killed in the Course of Duty

If an employee is killed as a direct result of the performance of the employee's duties in the preservation of life and property in active firefighting including investigations and inspection work and approved firefighting training and other assigned duties, a monthly supplement will be paid to the widow or widower to bring his or her after-tax income from Workers' Compensation, Canada Pension and Municipal Superannuation and any other source of income not personally contracted for by the deceased member to an amount equal to the employee's regular net take-home pay, i.e. the regular monthly rate of pay of the deceased member less normal deductions, such payment to continue until such time the widow or widower remarries or until the date the deceased member would have been entitled to Municipal Superannuation at maximum retirement age, as defined by the Pension (Municipal) Act, had the employee not been killed, whichever date shall first occur, provided:

- (a) The regular monthly rate of pay shall be that for the class of position held by the employee on the date of the employee's death or pending at the time of the employee's death and shall not include acting or temporary positions. When calculating the rates of pay of the member, overtime rates of pay, shift differential, service pay and any other premium payments, allowances or benefits shall not be included.

- (b) The normal deductions shall include income tax, CPP, UIC, superannuation (basic and supplemental), Union dues, sick plan premium and any other deduction which may be included in subsequent agreements.
- (c) The supplement shall be recalculated annually in consideration of the indexing of WCB, CPP and superannuation and the changes occurring in revisions to the Collective Agreements.
- (d) In the event the widow or widower is under 40 years of age and is without dependent children, for the purposes of calculating the supplement, the WCB lump sum payment on the death of his or her husband or wife shall be divided by the years from the date of the employee's death to the employee's maximum retirement date if the employee had lived.
- (e) In the event there is no surviving widow or widower and there are dependent children, or upon the death of the widow or widower subsequent to the death of the member who leaves dependent children, the supplement shall be calculated as follows:
 - One child - a sum sufficient to bring the after-tax income of the child to 1/3 of the difference between the regular monthly pay of the deceased member and the employee's normal deductions, further abated by WCB, CPP and superannuation and other sources not contracted for by the deceased member.
 - Two or more children - as above except at the rate of 50%.
- (f) For the purposes of Sections (d) and (e), a dependent child shall mean:
 - (i) a child under the age of 18 years, including a child of the deceased member yet unborn,
 - (ii) an invalid child of any age, and
 - (iii) a child under the age of 21 years who is regularly attending an academic, technical or vocational place of education on a full-time basis.
- (g) Any sums of money payable by the City to any dependent child under the age of 18 years or to an invalid child may properly be paid by the City to the legal guardian of such dependent child whose receipt shall be sufficient discharge to the City.

A calculation of the pension due to the widow or widower shall be made on the date the deceased employee would have been entitled to a superannuation pension at maximum

retirement age, had the employee lived. From that date the City shall supplement the widow's or widower's income from WCB, CPP, superannuation and any other sources as referred to herein, to bring the widow's or widower's income to the level of the superannuation calculation referred to less income tax on that sum.

8. MISCELLANEOUS BENEFITS AND SPECIAL ALLOWANCES

8.1 Clothing

- (a) For every employee covered by this Agreement (not including clerical workers) the City will provide on completion of six (6) months of service a complete uniform and thereafter will make issue as follows:
 - (i) Tunic issue of one per man per seven years.
 - (ii) Battle dress jacket, one per year, to Assistant Chiefs and Fire Prevention staff.
 - (iii) Raincoat or pea jacket, one per two years, to Assistant Chiefs and Fire Prevention staff at the individual's option.
 - (iv) Work shirt issue of four (variable - long/short sleeve/wool) per man per year of the Firefighting Division only up to and including Captains.
 - (v) Four dress shirts per year to Assistant Chiefs and Fire Prevention staff.
 - (vi) Work jacket issue of one per man per two years plus an extra jacket at first clothing issue for the Firefighting Division only.
 - (vii) Two T-shirts per man per year and one vest per man per two years for the Firefighting Division only.
 - (viii) Tie issue of one per man as required.
 - (ix) Trouser issue of two per man per year.
 - (x) Cap issue of one per man per three years.
 - (xi) Shoe/boot issue of one pair per man per year.
 - (xii) One pair of work gloves annually to each operational firefighter.

- (b) All clothing referred to in Section 8.1(a) shall remain the property of the City and shall be returned to the City by every employee leaving the service of the City excepting only those employees retiring on superannuation. Those retiring before July 1st in any year will not get clothing issue in their final year of service.
- (c) Any changes in the items of clothing referred to in Section 8.1(a) shall be finally and conclusively decided and reported to the City's Purchasing Agent by October 1st in each year. The call for tenders will then require to be issued in time to permit the necessary contract or contracts to be let by December in the same year.
- (d) The City will also provide every employee covered by this Agreement whose duties include the fighting of fires with firefighting equipment which shall include rubber boots, a helmet and service coat and such other equipment as may be recommended by the Fire Chief and approved by the City Council. All such equipment shall be returned to the City when the employee ceases to perform such duties.

8.2 Uniform Cleaning

- (a) The City 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, battle dress jacket, pea jacket, vest or raincoat per working month.
- (b) The City shall designate three cleaning establishments which will be authorized to perform cleaning for employees as set out under Section 8.2(a) above. The City 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.
- (c) Uniform items cleaned pursuant to Section 8.2(a) above may be both deposited at and retrieved from any one of the designated cleaning establishments by the employee or by his designate, while off duty, in accordance with the administrative procedures established by the City from time to time.

8.3 Nourishment

The City shall provide nourishment for the men at any major emergency at the discretion of the senior officer present.

8.4 Transportation

Fire Department employees who report for duty at one hall and are subsequently transferred to another hall for that shift or portion thereof, will, if they so desire, be transported to that hall during regular working hours and/or returned to the original hall prior to the expiration of the shift. Transportation shall be of no expense to the employee. If for any reason, a transferred employee who so wishes, is not returned to the fire hall at which he first reported for work, by the end of his regular shift, then he shall be compensated at the rate of time and one-half for all time beyond the end of his regular shift until he has been returned to the fire hall at which he first reported for work.

8.5 Industrial First Aid Certificates

- (a) Every employee who is a holder in good standing of an Industrial First Aid Certificate awarded by the Board of Examiners pursuant to the provisions of the Workers' Compensation Act of B.C. as amended from time to time, and is required by the City to perform first aid work as well as his other duties in the Department, shall be entitled to receive time off equivalent to four (4) duty shifts each year at a time mutually agreed to by the Fire Chief and the employee entitled to such time off, provided that in the event it is not possible for such employee to take all or any part of the time off to which he is entitled by December 31st in the year in which he is entitled to the same, then that employee shall be paid in cash in lieu of such time off at his regular rate of pay (calculated on a daily basis) for the year in which the employee became entitled to the time off.
- (b) The number of certificate holders who shall qualify for the compensation provided for in this section, including the Industrial First Aid Instructors, shall be maintained at the number in effect during 1975, i.e. 32 Industrial First Aid Certificate holders.
- (c) The Training Officer and/or the Industrial First Aid Instructor will assess the competence of the certificate holders by examination on a regular basis and make recommendations regarding the competence of the certificate holders to the Fire Chief.

8.6 Retirement Gratuity

- (a) (i) An employee who has completed a minimum of ten (10) years of service shall be eligible to have access once only during each subsequent calendar year to the gratuity credits accrued pursuant to Subsection (b) of this Section 8.6, PROVIDED THAT such employee has made application to the City during the preceding calendar year specifying both the amount of gratuity credits to be redeemed and the regular pay day following January 15 of the next calendar year on which such credits are to be redeemed.
- (ii) An employee who has completed a minimum of ten (10) years of service shall have all unredeemed gratuity credits accrued pursuant to Subsection (b) of this Section 8.6 redeemed in full in the event such employee retires on Municipal Superannuation or terminates employment with the City, UNLESS such termination occurs for just cause.
- (b) The amount of gratuity shall be one-half week's pay for each calendar year of permanent employment. One-half week's pay shall be calculated by dividing an employee's basic bi-weekly salary at the date of his retirement by four (4).
- (c) Present employees will receive an initial gratuity credit for each calendar year of permanent employment commencing 1970 January 01.

8.7 Special Agreement - Pension (Municipal) Act

The City shall contribute two and one-half percent (2½%) of each employee's basic monthly salary, to be an additional contribution to Municipal Superannuation, provided that each such employee has completed six (6) months of service and as a condition of employment will be required to contribute two percent (2%) of his basic monthly salary as an addition to Municipal Superannuation.

8.8 Salary Savings.8 Salary Savings

Each employee may request the Director Finance, on a form to be provided by the City, to deduct a specified amount from the bi-weekly salary and to pay the amount so deducted to a savings account with Canada Trust, 700 - 6th Street, New Westminster.

The subsequent disposition of the account shall be at the discretion of the employee by arrangement with Canada Trust.

New requests, changes, or cancellations of salary savings deductions may be made to the Director Finance at any time prior to October 15 of each year, to become effective commencing the first pay period in November.

8.9 Benefits - Flexible Work Week

Benefits which are provided on the basis of a "work day" or a "calendar day" shall be pro-rated and adjusted for those who may be allowed to work flexible hours or a compressed work week of ten (10) hours, four days a week, in order to continue the intent of the customary provisions for these benefits.

8.10 Superannuation "Buy Back" Provision

Subject to the qualifying provision contained in Section 9(1) of the Pension (Municipal) Act, the City agrees to participate in such contributions as are necessary to extend pensionable service of an employee covered by this Agreement up to a maximum of one (1) year. The said extension to represent that time served by the employee in a probationary capacity with the City which has not heretofore been considered as pensionable service. Such benefit to be subject to the following:

- (a) An employee must have a vested interest in the Pension (Municipal) Act and to have reached the age of minimum retirement in order to qualify.
- (b) Any employee of the Fire Department who wishes to take advantage of this benefit must give at least one (1) month's notice in advance of the contemplated retirement date and make such arrangements as are necessary at that time regarding his own contributions. Provided, however, the time constraints provided for in this paragraph may be waived under special circumstances by application to and with the approval of the City.
- (c) Cost of increased benefits, as defined by the Commissioner of Municipal Superannuation, is shared 50/50 by the employee and the City as per Section 9(1)(b) of the Pension (Municipal) Act.

9. COMPASSIONATE LEAVE

Compassionate Leave shall be governed by the Regulations and Procedures contained in Schedule "C" to this Agreement.

10. ABSENCE FROM DUTY OF UNION OFFICIALS

- (a) The President and up to three (3) duly elected representatives of the Union will be granted permission by the City to attend negotiating meetings for the purpose of carrying on collective bargaining or for the purpose of settling a grievance under the Grievance Procedure of this Agreement and shall suffer no loss of pay for the time so spent.

- (b) Time off without pay shall be granted to official representatives of the Union upon application to and by permission of the Municipal Manager when it becomes necessary to transact business in connection with matters affecting members of the Union other than those mentioned in Section 10(a) herein.
- (c) Upon application in writing to, and with the permission of the Fire Chief, time off may be granted to a member of the Union who is elected to an Executive position within the International Association of Firefighters (I.A.F.F.) or the British Columbia Professional Firefighters' Association (B.C.P.F.F.A.). It shall be the responsibility of the said member to provide for his shift reliefs.

11. GRIEVANCE PROCEDURE

11.1 Definition

In this Agreement unless the context otherwise requires, "grievance" means:

- (a) Any dispute or difference between the City and the Union governing the dismissal or suspension of an employee bound by this Agreement, and
- (b) Any difference between the parties bound by the Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question as to whether any matter is arbitrable.

11.2 Procedure

If any grievance arises affecting any employee bound by this Agreement it shall be finally and conclusively settled, without stoppage of work, in the following manner:

- (a) An employee having a grievance shall first take the matter up with the Union and the Union may take the matter up with the Fire Chief or his representative within seven (7) days of such grievance first arising.
- (b) If such grievance is not settled within three (3) days, the Union may present such differences in writing to a Committee of two persons, one of which is a representative of the City and the other of which is a representative of the Union. The said Committee shall attempt to settle the said grievances.
- (c) Should the said Committee of two persons be unable to effect a settlement of such grievance within seven (7) days of receipt of such grievance by the Committee, such grievance may be submitted by the Union or the City to a Board of Arbitration of three (3) persons, one (1) of whom shall be appointed by

the City and one (1) by the Union. Such appointment shall be made within seven (7) days of the failure of the Committee of two persons to reach a decision and the third (3rd) member shall be appointed within five (5) days by the two (2) members so appointed and shall be Chairman. Should the members appointed by the parties fail to agree on a Chairman the said Chairman shall be appointed by the Minister of Labour. The provisions of the Labour Relations Code shall govern such arbitration. The majority decision of the Board shall be final and binding on both parties and each party shall bear the expenses of their Arbitrator and pay one-half (½) the expenses of the Chairman. The Board shall finally settle such grievance within ten (10) days after the appointment of the Chairman.

- (d) Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties.
- (e) Where the grievance concerns the suspension of an employee and the said employee is reinstated, such employee shall receive the wages he would have received but for suspension.
- (f) Provided, that when a grievance is initiated by either the Union or the City the grievance shall be presented in writing to a Committee of two (2) persons as provided for in Section 11.2(b).

In the event that the said Committee of two (2) persons does not settle the grievance, the procedures and regulations set out in Section 11.2(c) shall apply.

12. TRAINING AND DEVELOPMENT

- (a) Employees of the Fire Department are encouraged to undertake training and development to increase their knowledge and skills, to aid in their own self-development and to increase their opportunities for promotion.
- (b) The City is prepared to underwrite the cost of the external training, subject to the approval of the Fire Chief and the Training and Development Coordinator. This training and development must bear a direct relationship to the immediate and future work of the Department and may be in the form of external seminars and/or educational courses. Employees are expected to keep the City informed of any external courses that they have attended and the results achieved. A training authorization form which facilitates financial assistance, should be completed and sent to the Fire Chief or his designate who will, subject to approval, forward it to the Training and Development Coordinator.
- (c) Time spent on training and development which is undertaken on an employee's own time, unless initiated by the City, will not be compensated.

13. WORKPLACE HARASSMENT

The City and the Union agree that harassment shall not be tolerated in the workplace.

14. SCHEDULES

The parties agree that the following schedules shall form part of this Agreement:

Schedule "A" - Rates of Pay/Differentials

Schedule "B" - Annual Vacation Entitlement

Schedule "C" - Compassionate Leave

Schedule "D" - 1979 Negotiations

Schedule "E" - Residual Items

Schedule "F" - Paragraphs - 1979 Memorandum of Agreement

Schedule "G" - Letter of Intent Re: Joint Benefits Review Committee

IN WITNESS WHEREOF the City has caused these presents to be sealed with its Corporate Seal and signed by its proper officials on its behalf and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf as of the day and year first above written.

THE CITY OF BURNABY:

THE BURNABY FIREFIGHTERS' UNION,
LOCAL 323 OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS:

MAYOR

PRESIDENT

MUNICIPAL CLERK

SECRETARY

THE CITY OF BURNABY

SCHEDULE "A"RATES OF PAY FOR BURNABY FIREFIGHTERS' UNION, LOCAL 323, I.A.F.F.1995 JANUARY 01 - 1996 DECEMBER 31

01

A - Effective 1995 January

B - Effective 1996 January 01

<u>CLASS TITLE</u>	<u>RATE PER MONTH</u>		<u>PERCENTAGE DIFFERENTIALS</u>	<u>NOTE</u>
	<u>A</u>	<u>B</u>		
Firefighter:				
- 1st six months	3007	3052	70	1,4
- 2nd six months	3222	3270	75	1,4
- 2nd year	3437	3488	80	1
- 3rd year	3866	3924	90	1
- 4th year	4296	4360	100	
- 10th year	4382	4447	102	1,3
Lieutenant	4908	4981	112	2
Captain	5346	5425	122	2
Assistant Fire Chief	6442	6537	147	2,5
	6661	6759	152	
	6880	6982	157	
Captain - Fire Investigator and Training	5346	5425	122	2
Captain - Fire Prevention	5346	5425	122	2
Assistant Chief Fire Prevention Officer	5784	5870	132	2
Chief Fire Prevention Officer	6442	6537	147	2,5
	6661	6759	152	
	6880	6982	157	
Captain - Public Education	5346	5425	122	2
Assistant Chief Training Officer	5784	5870	132	2

SCHEDULE "A" (cont'd)

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01

A - Effective 1995 January

B - Effective 1996 January 01

<u>CLASS TITLE</u>	<u>RATE PER MONTH</u>		<u>PERCENTAGE DIFFERENTIALS</u>	<u>NOTE</u>
	<u>A</u>	<u>B</u>		
Chief Training Officer	6442	6537	147	2,5
	6661	6759	152	
	6880	6982	157	
Mechanic	4601	4669	105	2,5
	4820	4892	110	
Senior Mechanic	6003	6092	137	2,5
	6222	6315	142	
	6442	6537	147	

- NOTES:
1. Rate based on 4th year Firefighter rate.
 2. Pay range based on 10th year Firefighter rate.
 3. Rate effective January 1st of the 11th calendar year of service.
 4. Semi-annual increment.
 5. Annual increment.

THE CITY OF BURNABY

SCHEDULE "B"ANNUAL VACATION ENTITLEMENT

YEARS OF SERVICE	ENTITLEMENT FOR FIREFIGHTING DIVISION	ENTITLEMENT FOR DIVISIONS OTHER THAN FIREFIGHTING
Leaving service in less than 12 months from appointment date	As per Employment Standards Act	Same
1st part calendar year	1/12 x 8 duty shifts x each month* of service	1/12 x 14 calendar days x each month* of service
* count portion of month if greater than one-half (1/2)		
2nd calendar year only	8 duty shifts	14 calendar days
3rd to 10th calendar year	12 duty shifts	21 calendar days
11th to 20th calendar year	16 duty shifts	28 calendar days
21st calendar year	20 duty shifts	35 calendar days
22nd and 23rd calendar years	16 duty shifts	28 calendar days
24th calendar year and over	20 duty shifts	35 calendar day
<u>LONG SERVICE VACATION</u>		
Completion 20 years and each subsequent 5 years of service	16 duty shifts	28 calendar days

THE CITY OF BURNABY

SCHEDULE "C"COMPASSIONATE LEAVE - REGULATIONS AND PROCEDUREREGULATIONS

1. Emergency leave in the case of the death of an employee's wife, husband, common-law spouse, child, grandchild, ward, brother, sister, parent, grandparent, guardian or other relative if living in the employee's household, or in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law, or grandparent may be granted without loss of pay for a period of up to four consecutive calendar days including and immediately following the date of death. The day of the funeral may also be allowed as an extra day without loss of pay in the event it does not occur during the said four (4) consecutive calendar days.
2. Any employee who qualifies for emergency leave without loss of pay under paragraph (1) 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, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further two consecutive calendar days.
3. Requests for leave under paragraphs (1) and (2) herein shall be submitted to the Fire Chief or his designee, who will determine and approve the number of days required in each case.
4. An employee who qualifies for emergency leave without loss of pay under paragraph (1) herein may be granted such leave when on annual vacation if approved by the Fire Chief or his designee. An employee absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of pay.

PROCEDURE

1. An application shall be completed and forwarded through the Fire Chief or designee to the Director Finance.

THE CITY OF BURNABY

SCHEDULE "D"1979 NEGOTIATIONS

The Corporation and the Union agree as follows:

The following is item 13 of the Memorandum of Agreement (herein referred to as the "Memorandum of Agreement"), dated 1979 August 03 and entered into between the bargaining representatives of the Corporation and the bargaining representatives of the Union.

13. The parties agree to establish a joint committee which will include among its members both the Municipal Manager and the President of the Union, and which will attempt to establish as soon as possible, and hopefully by 1979 December 31, a mutually satisfactory blue print for implementing a senior management training program in the Burnaby Fire Department.

The said joint committee will address its task initially by following guidelines set out in the letter dated 1979 July 12 from the Municipal Manager to Mr. Graham Leslie and the letter dated 1979 July 21 from Mr. Bill Copeland to the Municipal Manager, which letters are attached to this Memorandum of Agreement as Appendices "B-1" and "B-2", and form parts of the said Memorandum.

This is the Appendix "B-1" referred to in paragraph 13 of the Memorandum of Agreement dated the 3rd day of April, 1979 between the Corporation of the District of Burnaby and the Burnaby Firefighters' Association, I.A.F.F. Local 323.

(On the Corporation of the District of Burnaby letterhead)

1979 July 12

CONFIDENTIAL

Mr. Graham Leslie, Director,
G.V.R.D. Labour Relations Department,
#10 - 4829 Kingsway,
Burnaby, B.C.,
V5H 2C8.

Dear Graham:

Re: Management Training in Burnaby Fire Department

This will confirm our discussion with Director Nairn on Wednesday 1979 July 11 regarding the above. I asked that you attend the meeting so that we could place before you a proposal which we would like to present to Local 323.

The plan objective would be to negotiate with the Union a satisfactory plan for implementing a senior management training program in the Burnaby Fire Department which would place a strong emphasis on the management skills required for an operation of this size. I would hope that by the end of 1979 we could have in place a blueprint of the type of program that would be mutually acceptable to ourselves and the Union. This may well mean that Burnaby would have to move forward on its own to try to develop such a program. I would be prepared to accept the risks involved in such a move.

Obviously such a proposal will only be acceptable if the terms of reference can be mutually agreed upon by us and the Union. In this connection I would be prepared to personally commit my time to serve on a committee to conclude the blueprint by December 31 in 1979. I would make this commitment on the understanding that I would be assisted by Director Nairn and Chief-Fire Operations, H. Brown, and that the President of Local 323, Mr. Bill Copeland, would also give a personal commitment to serve on such a working committee.

This question comes up at this time because of my sincere desire to avoid the type of confrontation that we have faced in the past when having to replace senior people on retirement. We will have four Assistant Chiefs retiring within the next three years, and I wish to dedicate myself to ensuring that the existing staff will be given every opportunity to seek and obtain the qualifications that we are looking for in these positions.

.../2

Appendix "B-1" (cont'd)

Page 2

In other words, what I would like to see happen is the following:

1. Burnaby would clearly enunciate the requirements that we see as being needed to fill these positions.
2. Burnaby would encourage and give every assistance to those wishing to qualify for the positions, having due regard for length of service in the Fire Department.
3. The individuals concerned would exercise the initiative to obtain the qualifications involved.

What I would like to see happen is that Burnaby commit itself to the first two phases of such a philosophy, but the end result will only be possible if the individuals are prepared to exercise the initiative needed, and in this regard, clearly the support of the Union is required.

Burnaby is certainly prepared to accept its role in this process, and I would consequently be prepared to recommend to the Municipal Council whatever funding is required to actually implement training and development programs in the management area, even if it means that we must venture forth on our own. I stress that I am not looking at the technical skills that are required in such senior positions, and I am only addressing myself to the management skills. I would like to solicit the support of your office in implementing this program, and I would be prepared to accept your advice as to how you would recommend it be presented to the Local. I feel most strongly about my convictions in this area, and I believe that the time is now to move forward to attempt a mutually satisfactory resolution. I definitely would like to work directly with the Union in this connection.

Yours truly,

Melvin J. Shelley,
MUNICIPAL MANAGER.

MJS:bp

c.c. Director - Fire Services

This is the Appendix "B-2" referred to in paragraph 13 of the Memorandum of Agreement dated the 3rd day of August, 1979 between the Corporation of the District of Burnaby and the Burnaby Firefighters' Association, I.A.F.F. Local 323.

(On the Burnaby Fire Fighters Association Local 323 letterhead)

79-07-21

Mr. M. J. Shelley
Municipal Manager,
Corporation of Burnaby,
4949 Canada Way,
Burnaby, B.C.

Dear Mr. Shelley;

Re: Senior Management Training Program, Burnaby Fire Dept.

This letter will serve to confirm that discussions were held on the above matter between Graham Leslie and Local 323, I.A.F.F. during our 1979 contract negotiations, at a meeting held 1979 July 13, during the meeting Mr. Leslie stated that you were willing to personally commit your time and talent to assist in drawing up a blueprint for a Senior Management Training Program, that would be mutually acceptable to the Corporation of Burnaby and the Union, Mr. Leslie also stated that you desired a commitment from the President of Local 323 to serve on such a Committee.

As a result of the foregoing discussions - we subsequently met in your office, Wednesday 1979 July 18, and you placed before me the following proposals and objectives,

1. Your plan would be - to negotiate with the Union a satisfactory plan for implementing a senior management training program within the Burnaby Fire Department.
2. The program would place strong emphasis on management skills required for a Fire Department the size of Burnaby's.
3. If possible a blueprint for this type of program (that is mutually acceptable to the Corporation and the Union) to be in place by the end of 1979.
4. Burnaby will if necessary move forward on its own to try to develop such a program, and accept the risks (expenses) involved in such a move.*

You further stated that the proposal will only be acceptable if the terms of reference can mutually be agreed upon by Management and the Union and that you would personally commit your time and expertise to draw up such a program.

.../2

Appendix "B-2" (cont'd)

Page 2

Responding to your request for my personal commitment to serve on a committee and give some guarantee of Union support for this program, I will give you the following indication of my support for your proposal.

Until a formal specific memorandum clearly defining the aims and objectives of the program has been drawn up, I will place myself under an obligation to obtain a commitment from the Executive and Membership of Local 323 to participate in establishing a Senior Management Training program.

Without going into details on such questions as seniority costs, course content, qualifying standards, etc., I will place before the executive and the membership your following commitment on behalf of Burnaby.

- (a) The requirements will be clearly enunciated.
- (b) Burnaby will encourage and give every assistance to those eligible and wishing to qualify for the positions, having due regard for their length of service in the Fire Department.
- (c) The individuals to be involved would give a commitment to exercise a certain degree of initiative to obtain the qualifications involved.

To summarize, I am willing to accept a role in this process and will recommend that Local 323 co-operate in developing a senior management training program.

I must express that a certain degree of cautious apprehension will undoubtedly surface on our part, for in the past more interest seemed to be shown by management in breaking our established seniority provisions than in dealing with the actual needs in the area of technical skills. I believe that you are sincere in your desire to see that the unhappy confrontation that we faced in the past can be avoided in the future, and that this proposal will lead to a more enriching job experience for our senior people, to this end I offer my pledge to work towards the achievement of this goal.

Yours truly,

Bill Copeland
Pres. Local 323

*Item 4 page 1 pertains to Burnaby going alone with the program if no suitable course is developed by the B.C. Fire Academy.

THE CITY OF BURNABY

SCHEDULE "ERESIDUAL ITEMS1. Improvement in Work Boot Quality

The parties agree to refer this matter to an Interim Clothing Committee composed of equal representatives of the Corporation and the Union which shall review the clothing issues set forth in Section 8.1(a) and rearrange or modify the provisions so as to accommodate the inclusion of the Greb type boot based on the principle of not increasing the general overall cost per man per year, not including inflationary increases. The Committee shall report to the Fire Chief and the President, Local 323, and its decision shall be final. It is agreed that this is an interim measure as the parties will be working towards the establishment of a Regional Study Committee on uniforms as provided for in Item 4 of the 1981 Employer Firefighter Proposals--Burnaby.

2. Turn-Out Clothing for New Recruits

The parties agree that this matter is resolved by the Corporation agreeing to purchase and stock 10 sets of turn-out gear to be provided to new recruits.

3. Uniforms and Safety Equipment

Effective as soon as possible following ratification of the Memorandum of Agreement, a Joint Regional Committee shall be struck in order to review the current provisions of the 11 collective agreements pertaining to the issue of uniforms and safety equipment. The purpose of such a review would be to achieve a more cost effective method of providing both adequate uniforms and adequate safety equipment.

4. Residual Item Pursuant to the Memorandum of Agreement Between the Parties Dated 1988 April 12.

7. Joint Benefits Review Committee - Clauses 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 7.10 and 7.11

The Employer and the Union agree that, during the currency of the new Collective Agreement, and provided that the other member groups of the Burnaby Municipal Benefits Society similarly agree, they shall each appoint two (2) representatives to participate on a Joint Benefits Review Committee to review all aspects of the benefits provided pursuant to Sections 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 7.10 and 7.11. The Joint Benefits Review Committee shall function under such Terms of Reference as are agreed between the respective member groups of the Burnaby Municipal Benefits Society.

THE CITY OF BURNABY

SCHEDULE "F"PARAGRAPHS 5, 6 AND 7 OF MEMORANDUM OF AGREEMENT DATED 1979 DECEMBER 04

5. The parties agree that the proper interpretation to be given to their Collective Agreement and to Sections 6 and 7 in particular in cases where any statutory holiday listed in Clause 6 occurs during a period when an employee other than a Firefighting Division employee is in receipt of sick leave benefits, is that such employee shall be entitled to a holiday with pay in accordance with the provisions of Clause 6.4 but shall not also be entitled to sick leave benefits for that day (hereinafter referred to as "double compensation").

N.B. All other situations of a similar nature, whether past, present or future, and involving employees other than Firefighting Division employees, will be treated in accordance with this interpretation.
6. Nothing contained in this Memorandum of Agreement shall prevent the Union from seeking amendments in future general negotiations so as to introduce the principle of double compensation for sick leave absences with subsequent Collective Agreements.
7. The Corporation agrees that in the event the Vancouver Firefighters' Union, Local 18, were to negotiate the principle of double compensation for sick leave absences into its 1981 Collective Agreement with the City of Vancouver, then that provision would automatically be introduced into the 1981 Collective Agreement between the Corporation and the Union. Such possibility of automatic introduction applies only to the 1981 Collective Agreements.

THE CITY OF BURNABY

SCHEDULE "G"

LETTER OF INTENT

Between:

THE CORPORATION OF THE DISTRICT OF BURNABY

And:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23

And:

THE BURNABY FIREFIGHTERS' UNION, LOCAL 323

SUBJECT: JOINT BENEFITS REVIEW COMMITTEE

This Letter of Intent outlines the terms and conditions agreed to by the Joint Benefits Review Committee regarding the redesign of Disability Income Plans and Group Life Insurance; enhancements to Dental and Extended Health Benefits; and funding of the Employee Assistance Program.

The proposed effective date of the changes is 1990 December 24 (except for those changes which cannot administratively be delivered); and is subject to ratification by all parties and other necessary approvals such as the Superintendent of Insurance, the membership of the Burnaby Municipal Benefit Society and the Superannuation Commissioner.

The terms, conditions and definitions of coverage, rules and procedures, handling of CPP/WCB integration, subrogation and claims procedures for Disability Income Plans (Short Term Sick Leave, Medium Term Disability and Long Term Disability) will be identified in a Plan Document agreed to by all parties.

In the absence of agreement by all parties to the wording of the initial Plan Document, this Letter of Intent will be considered to be terminated.

The details of the changes agreed to by the parties for the various components of the Plan are as follows:

DISABILITY INCOMEShort Term Sick Leave

The current Plan shall continue to apply without changes.

Medium Term Disability

100% for Firefighters of regular gross earnings, commencing from the expiry of STSL and continuing for a maximum period of 50 weeks.

85% for CUPE of regular gross earnings, commencing from the expiry of STSL and continuing for a maximum period of 50 weeks; this benefit to be increased, from 85% on an incremental scale including claims incurred before that date as follows:

90% of regular gross earnings commencing 1990 December 24

95% of regular gross earnings commencing 1991 December 23

100% of regular gross earnings commencing 1992 December 21

Disability is defined as the inability to do their own occupation.

Long Term Disability

67% of regular gross earnings with no maximum benefit commencing on the expiry of MTD (52 weeks from date of disability); such benefit to be indexed annually in accordance with annual general increases in wage rates for the appropriate group from which the claimant is a member. In all instances, benefits cease on the employee ceasing to be disabled, death or the employee's minimum retirement age (60 for all employees, except 55 for Firefighters) or that age when the employee can retire without reduction in his accrued pension benefit (55 and 35 years' service for all employees, except 50 and 30 years' service for Firefighters); subject to a minimum of 15 years of combined pre-disability and disability related pensionable service as defined in the Pension (Municipal) Act.

Conditions of Payment

Benefits will be payable while the employee is disabled. An employee shall be considered to be disabled if he/she satisfies any one of the following conditions:

- (a) As a result of bodily sickness or injury he/she is unable to engage in his/her own occupation and the following applies:

- (i) - he/she has been identified by the Directors or their agent as a candidate for a rehabilitation program;
- he/she is not prohibited from commencing a rehabilitation program due to medical reasons;
- he/she has not commenced an approved rehabilitation program within twelve (12) months of the commencement of his/her disability;

OR

- (ii) the employee could qualify for benefits under paragraph (c)(iii) but chooses not to do so;

THEN

- (iii) the maximum benefit duration for this individual will be reduced to twenty-four (24) months from the commencement of disability and the individual will be prohibited from a qualification for further entitlement under paragraph (b).
- (b) As a result of bodily sickness or injury he/she is permanently, continuously, and wholly prevented from engaging in any occupation or employment for wages or compensation for which he/she is reasonably qualified by education, training or experience or may reasonably become so qualified.
- (c) As a result of bodily sickness or injury he/she is unable to engage in his/her normal occupation and one of the following apply:
- (i) he/she has been identified by the Directors or their agent as a candidate for a rehabilitation program but he/she is unable to commence such rehabilitation program due to medical reasons. An employee in this category shall be considered disabled until he/she is engaged in an approved rehabilitation program or until he/she is in another occupation as described in sub-paragraph (ii) or (iii) below, but in no event will he/she be considered disabled in this category for a period longer than twenty-four (24) months from the commencement of his/her disability.
 - (ii) he/she is engaged in an approved rehabilitation program. An employee in this category shall be considered to be disabled for a maximum of thirty-six (36) months from the commencement of his/her disability (which shall include any period of time in sub-paragraph (i) above.

- (iii) he/she is able to engage in another occupation for which he/she is suited by reason of education, training, or experience as determined by the Directors or their agent, but such occupation will not provide him/her gross compensation of at least 67% of his/her rate of regular gross earnings indexed as provided for under Long Term Disability. In this event the employee will only be considered to be disabled as long as he/she engages in such other occupation in which event the earnings he/she receives shall be deducted from his/her benefits from the Plan. Such other occupation must be regular full-time employment or in the case of regular part-time employees, regular employment for the average monthly hours worked by the employee during the six (6) months previous to his/her date of disability, unless the nature of the disability medically prevents him/her from being so employed.

If an individual who qualifies for benefits based on employment in another occupation providing less than 67% of pre-disability regular gross earnings loses his/her employment through any conditions, except voluntary termination and termination for cause, the benefit shall be reinstated to the 67% level so long as he/she is actually seeking appropriate employment and subject to the requirement that no individual shall be entitled to more than six (6) months of total payment on an accumulated basis under this clause.

If an individual who qualifies for another occupation providing less than 67% of pre-disability indexed regular gross earnings is unable to secure employment after having completed a rehabilitation program he/she shall be entitled to the 67% level so long as he/she is actually seeking appropriate employment and subject to a maximum payment period of six (6) months.

An employee who initially qualifies as disabled under paragraph (c) shall be eligible to qualify as disabled under paragraph (b) provided he/she satisfies the requirements of paragraph (b) prior to the cessation of disability as defined in paragraph (c).

Bodily sickness shall include:

Mental or nervous disorders. Where the disability period is in excess of twenty-four (24) months the employee must be confined to a hospital or mental institution or, where he/she is at home, under the direct care and supervision of a Physician in order to continue to be eligible for benefits.

Illness resulting from pregnancy and complications arising during or immediately following pregnancy including premature termination.

If an employee in receipt of Short Term Sick Leave or Medium Term Disability returns to full-time employment then:

- (a) if he/she becomes disabled from a different cause he/she shall be entitled to all disability benefits provided under the Plan regardless of how short the period of his/her return to employment;
- (b) if he/she becomes disabled as a result of a recurrence of the original disability then:
 - (i) his/her disability will be considered to be a new disability if it occurs sixty (60) or more calendar days after he/she has returned to work;
 - (ii) his/her disability will be considered to be a continuation of his/her original disability if it occurs within sixty (60) calendar days of his/her return to work.

The period of time for which benefits are payable under the Medium Term Disability Plan on an own occupation basis and the terms and conditions on which Long Term Disability benefits are paid for Exempt employees shall be considered with the terms of this Letter of Intent.

CONTINUATION OF BENEFITS

While in receipt of Short Term Sick Leave, Medium Term Disability or Long Term Disability benefits under the Plan, Basic Medical, Dental and Extended Health benefits shall be continued. Any premiums or costs shall be paid by the Corporation.

GROUP LIFE INSURANCE

A salary related schedule with a two times annual earnings level (minimum of \$50,000) for all employees including employees who become disabled after the implementation of this Agreement.

The \$500 payout at retirement will be cancelled.

UNDERWRITING OF BENEFITS

Medium Term Disability

Continue on a self-insured basis but retain a mutually approved third party claims adjudicator and implement a rehabilitation program.

Medical claim forms are required from the disabled employee at the outset and on a regular basis, at a frequency dictated by the nature of the illness or disability.

Rehabilitation procedures to commence as quickly as possible.

Long Term Disability

Continue on a self-insured basis but retain a mutually approved third party claims adjudicator and implement a rehabilitation program.

Continue requirement for medical claim forms.

Group Life Insurance

This coverage will be placed with an insurance carrier on an insured cost plus basis (the carrier processes the claim and pays it and charges the policy holder a flat fee). To avoid catastrophic losses, a "stop loss" program will be implemented. The Corporation will be the policy holder.

RULES AND PROCEDURES

1. The Benefit Society By-Laws will be amended to provide for a 6th Director with three Directors appointed by the Unions and three Directors appointed by the Corporation.
2. The Directors of the Society will have final authority on all claim decisions and disputes.
3. The Collective Agreements for both CUPE Local 23 and Firefighters Local 323 will be changed to allow for decisions of the Directors of the Society to be eligible for submission to Grievance Proceedings.
4. The terms and conditions of the Long Term Disability benefits, Dental, Extended Health benefits and Group Life Insurance applicable to current disabled employees as of 1990 December 24 will be developed by the Corporation and are subject to agreement by the parties. In the absence of an agreement on these issues current disabled employees will retain their existing benefits.
5. The Plan Administrator's duties will be defined to ensure uniformity in respect of information provided to the Directors of the Society.
6. The Claims Review Procedures (Appendix "A") shall be amended as outlined in #2 and #5 above and included in the Plan Document.

DIRECTORS' LIABILITY INSURANCE

Directors' liability insurance will be secured for all Directors of the Burnaby Municipal Benefit Society.

RESERVE

The Canadian Union of Public Employees, Local 23, and the Burnaby Firefighters' Union, Local 323, acknowledge that they have no claim(s) against any of the reserves held by the Corporation of the District of Burnaby.

EXTENDED HEALTH BENEFITS

The Extended Health benefits coverage for CUPE and Fire will be amended to include:

1. Vision Care option increase from \$150.00 to \$200.00 per twenty-four (24) month period per covered person.
2. Hearing Aid option to a lifetime maximum of \$500.00 per covered person (adults and children).

DENTAL PLAN

The Dental Plan benefit for Firefighters' Plan 'C' (Orthodontal) to be increased from a maximum benefit of \$1,700.00 to a maximum benefit of 2,500.00 per person per lifetime (adults and children). This increased maximum shall also apply to existing treatment plans in effect as of 1990 December 24.

EMPLOYEE ASSISTANCE PROGRAM

The costs of the Employee Assistance Program to be funded 100% by the Employer.

SCHEDULE "G" (cont'd)

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Dated 1990 October 12.

CORPORATION OF THE
DISTRICT OF BURNABYCANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 23BURNABY FIREFIGHTERS'
UNION, LOCAL 323

Robert H. Moncur
Director, Administrative and
Community Services

A. Sleightholme
President

T. Ritchie
President

APPENDIX "A"CLAIMS REVIEW PROCEDURES

Where the words Plan Administrator are used, this shall also mean Corporation's representative.

1. After the claims adjudicator has denied or terminated an employee's claim based on an internal review, the employee must inform the claims adjudicator within thirty (30) days from the date his/her claim has been denied or terminated that he/she wishes to appeal the claims adjudicator's decision.
2. The claims adjudicator informs the Plan Administrator of the requested appeal.
3. The Plan Administrator requests a case summary from the claims adjudicator.
4. The Plan Administrator informs the Directors of the Society, for their information only.
5. The Plan Administrator sends a letter to the employee with instructions for the selection of the employee's designated medical doctor. The Union shall receive a copy of any letter applicable to one of its members.
6. The Plan Administrator appoints the Plan's designated medical doctor.
7. The Plan Administrator receives information from the employee as to his/her designated medical doctor.
8. The Plan Administrator confirms with the two appointed medical doctors that they have been requested to sit as members on the Claims Review Committee. The letters also include information regarding the case (Terms of Reference, employee's address, medical and vocational reports, job description and Expense Guidelines) and a request that they jointly select a third medical doctor to act as a Chairman.
9. The Plan's medical doctor will inform the Plan Administrator of the name of the medical doctor who has been jointly selected and who has agreed to act as the Chairman.
10. The Plan Administrator sends instructions to the Chairman and information regarding the case (Terms of Reference, employee's address, medical and vocational reports, job description and Expense Guidelines).

11. The Claims Review Committee meets and arrives at a recommendation to the Directors.
12. The Claims Review Committee, through its Chairman, prepares a report representing the findings of a majority of the Committee. The signed report is sent to the Plan Administrator.
13. The Plan Administrator sends copies of the report to the employee, the Union(s), the Corporation and the Directors.
14. The claims adjudicator reviews the decision of the Directors and then contacts the employee regarding the disposition of the claim as determined by the Directors.
15. The Plan Administrator pays the expenses of the Claims Review Committee and collects funds as required from the employee.
16. For claim disputes involving a non-medical issue (i.e., relating to the employee's ability to be rehabilitated or return to work), it is proposed that the Directors select a number (3-6) of firms that do vocational assessments and counselling and that the disabled employee can choose which of these organizations he/she wishes to use. Generally the procedure outlined above for medical disputes will apply.
17. Costs of claims reviews - the cost of claims reviews will be paid for 50% by the Employer and 50% by the employee unless the claims review now supports the employee in which event the entire cost of the claims review will be paid 100% by the Employer.