

2000-2002

COLLECTIVE AGREEMENT

between

THE CORPORATION OF DELTA

and

THE DELTA FIREFIGHTERS' ASSOCIATION

LOCAL 1763

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THIS AGREEMENT made and entered into

BETWEEN:

THE CORPORATION OF DELTA

(hereinafter called "the Corporation")

OF THE FIRST PART

AND:

THE DELTA FIREFIGHTERS' ASSOCIATION, LOCAL 1763

(hereinafter called "the Union")

OF THE SECOND PART

PREAMBLE

The purpose of this Agreement is to secure for the Corporation, the Union and the Employees of the Corporation, the full benefit of orderly and legal collective bargaining, and to ensure to the utmost extent possible, the safety and physical welfare of the employees, economy of operation, quality and quantity of output and protection of property. It is recognized by the Agreement to be the duty of the Corporation and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Corporation and the Union agree to abide by the terms set out in this Agreement. The Union, further, agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Corporation agrees in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

ARTICLE I **COVERAGE**

Section 1.01

WHEREAS, the Corporation is an employer within the meaning of the Labour Relations Code, being Chapter 82 of the Statutes of British Columbia, 1992.

Section 1.02

AND WHEREAS, the Union is the duly certified bargaining authority for those employees of the Corporation employed as Fire Department personnel in the Municipality of Delta, British

Columbia, SAVE AND EXCEPT the Fire Chief, Deputy Fire Chiefs, the paid volunteers and the clerical staff.

Section 1.03

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

ARTICLE II TERM OF AGREEMENT

This Agreement shall be for the term of three (3) years, with effect from and including the first day of January, 2000, to and including the 31st day of December, 2002, but shall continue and remain in full force and effect from year to year thereafter unless either party, within four months immediately preceding the date of expiry of this Agreement, or the 31st day of December in any subsequent year, gives to the other party written notice of its desire to change, amend, or terminate such Agreement.

It is understood and agreed between the Employer and the Union that the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code are hereby excluded from and shall not be applicable to this agreement.

ARTICLE III UNION RECOGNITION

Section 3.01 Membership in Union

All present employees who are now members of the Union shall remain members of the Union. All persons employed on or after June 15, 1981, shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues or general assessments that all other members of the Union are required to pay to the Union.

Section 3.02 Checkoff of Dues

It is agreed and understood that all employees within the bargaining unit, shall be affected by a compulsory check off of Union dues, which will be made in equal bi-weekly payroll deductions. The Corporation shall forward the deducted dues to the Union, including a list of those employees from whom such deductions were made, within seven (7) calendar days of the issuance of the regular bi-weekly cheques.

Section 3.03 Payment of Dues to Union

It is agreed and understood that payments in accordance with Section 3.02 shall be paid by cheque drawn on the Corporation to the Union.

ARTICLE IV REMUNERATION

The scales of remuneration set forth in Schedule "A" shall apply during the currency of this Agreement. This Schedule reflects rates effective 2000 January 01 through 2002 December 31, inclusive.

Schedule "A" shall form and become part of this Agreement.

ARTICLE V WORKING CONDITIONS

Section 5.01 Hours of Work - Firefighter

Each employee shall work in compliance with the Fire Department's Two Platoon Act, except as otherwise provided for in the Delta Fire Department Policy Book section dealing with Training and Job Improvement, at which time the hours of work may be varied to suit the training schedule. Four (4) consecutive days of work shall consist of: two (2) consecutive day shifts of ten (10) hours each (8:00 A.M. to 6:00 P.M.) followed by two (2) consecutive night shifts of fourteen (14) hours each (6:00 P.M. to 8:00 A.M.) making an average of forty-two (42) hours per week.

Section 5.02 Designated Relief

It is understood and agreed between the parties that, subject always to the discretion of the Fire Chief, an employee may be relieved of duty by his designated relief at any time within one (1) hour of the completion of said employee's duty shift.

Section 5.03 Hours of Work - Fire Prevention

The daily hours for employees working in the Fire Prevention Office who will be required to work a four-day week, shall be nine and one-quarter (9¼) inclusive of a thirty (30) minute lunch break.

Section 5.04 Contemplated Changes

Contemplated changes in working conditions affecting Fire Department personnel, will be referred to the Union bargaining representatives in sufficient time to afford the Union reasonable opportunity to consider them and, if necessary, to protest same.

Section 5.05 New Employees

- (1) New employees, subject to paragraphs (2) and (4) below, shall be considered to be on a probationary basis until the completion of twelve (12) months' satisfactory service, at which time written confirmation of successful completion of probation shall be given to the employee and the Union.
- (2) This period shall be for the purpose of determining an employee's suitability for regular employment. At any time during this period employment may be terminated if it can be satisfactorily shown the employee is unsuitable for employment.
- (3) 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 Corporation.
- (4) If, in the opinion of the Fire Chief, exceptional circumstances warrant an extension of an employee's probationary period beyond twelve (12) months, then such employee shall be considered to be on a probationary basis for a period not to exceed a further six (6) months. In any case where the Fire Chief extends an employee's probationary period beyond twelve (12) months, he shall supply written reasons for the extension of the period to the employee and to the Union.
- (5) If an employee continues on a permanent basis, seniority, holiday benefits, and other perquisites referable to length of service shall date back to his original date of employment.

Section 5.06 Termination of Employment

- (1) In the event of layoff, employees affected will be given one (1) month's notice or payment in lieu thereof.
- (2) In the event the Corporation rehires within twelve (12) months of layoff, those who were laid off shall be given priority of rehire in accordance to their order of layoff.
- (3) Any employee may be suspended immediately for conduct which in the opinion of the Fire Chief is prejudicial to the efficiency of the Fire Department, such suspension to be, at the discretion of the Fire Chief, either with or without pay.

- (4) All notification of dismissal or suspension shall be in writing to the employee with a copy to the Union.
- (5) No employee shall be disciplined or dismissed without just cause.
- (6) An employee is entitled to union representation when being disciplined.

Section 5.07 Nourishment While on Duty

The Corporation shall provide, at the discretion of the Fire Chief, Assistant Chief, or Senior Officer, nourishment for the men at any emergency or major conflagration.

Section 5.08 Vacancies

When a vacancy occurs in any class of employment or a new position created having anything to do with Fire Department personnel, notice thereof will be posted at all Fire Halls at least fourteen (14) calendar days prior to the position being filled.

Section 5.09 Promotional Policy

- (a) With regard to promotions, it is agreed that, other things being equal, effect shall be given to seniority. The parties agree that the procedure that shall be followed in determining promotions within the Bargaining Unit are those procedures set out in Delta Fire Department Promotional Procedures dated November 18, 1993 which is attached as Schedule "D".
- (b) Employees fully qualified (pursuant to Schedule "D") for and confirmed in a rank bearing a multiple step salary range shall be paid at the top step of that salary range.

Section 5.10 Probation

- (1) Any employee awarded an appointment, promotion, or transfer shall, subject to Subsection 5.10(2) below, serve a probationary period of six (6) months upon commencing such new position. In circumstances in which the promoted employee has acted in his new classification in the two year period immediately prior to his promotion, then such acting time (subject to relevant provisions of the Policy Book) shall be credited toward the probation period upon his confirmation in the new classification; PROVIDED THAT under no circumstances shall the probation period remaining to be served be less than three (3) months exclusive of acting time credited.
- (2) If in the opinion of the Fire Chief, exceptional circumstances warrant an extension of an employee's probationary period beyond six (6) months, then such employee shall be considered to be on a probationary basis for a period not to extend beyond a further six (6) months. In any case where the Fire Chief extends an employee's probationary period

beyond the first six (6) months, he shall supply written reasons for the extension of the period to the employee and the Union.

- (3) Any employee who fails to qualify during his probationary period, or periods, shall revert to his confirmed classification.
- (4) After one (1) year from the date when he failed to qualify, the employee who failed to qualify may reapply for a promotion for a position which he has worked in an acting capacity.
- (5) If he again fails to qualify during a further probationary period or periods, the employee shall revert back permanently to his confirmed classification.
- (6) Effective 2001 August 21, an Officer who has successfully completed the probationary period and who wishes to relinquish the position for personal or medical reasons, may make written application to the Fire Chief and, if approved, will maintain his relative position on the appropriate Promotional Eligibility List.

Section 5.11 Seniority

- (1) Effective 2001 August 21, seniority is defined as the length of continuous full-time employment in the Corporation's Fire Department. Seniority shall be considered in determining preference for promotions, transfers, demotions, layoff, recall and appointments as set out in other provisions of this Agreement.
- (2) The Corporation shall maintain a seniority list showing the employment date and names of all persons employed within the scope of the bargaining unit.
- (3) The Corporation shall keep the seniority lists current and provide copies for the Union.

Section 5.12 General Duties (Merger)

In the event that the Fire Department is merged with or amalgamated in any other department of the Corporation, the Corporation shall not as a condition of the employee's job as a firefighter, require him to perform any work or duty not in any way connected with the prevention and suppression of fire, the routine housekeeping, painting and maintenance of equipment and routine housekeeping and maintenance of real property related thereto.

Section 5.13 General Duties

No employee bound by this Agreement shall perform any work or duty during the course of his employment as a firefighter not in any way connected with the prevention and suppression of fire, the routine housekeeping, painting and maintenance of equipment and routine housekeeping and maintenance of real property related thereto.

Section 5.14 Exceptional Duties

Nothing in Section 5.12 or Section 5.13 of this Agreement shall prevent the Corporation from requesting or requiring an employee, or the employee from performing as a condition of the employee's job as a firefighter, any work or duty in connection with Civil Defence, including training, National Survival Exercises, and action in the event of war, state of emergency, state of local emergency or national emergency, and in event of natural catastrophes.

Section 5.15 General Effects

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

ARTICLE VI ANNUAL VACATION AND PUBLIC HOLIDAYS

Section 6.01 Employment Standards Act

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".

Section 6.02 Firefighters Under the Two Platoon System

- (1) 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, subject to provisions of Section 6.02(7).
- (2) During the second (2nd) calendar year of service, eight (8) duty shifts, less any duty shifts earned during the employee's probationary period in the second calendar year of service and which were paid pursuant to the provisions of Section 6.02(7).
- (3) During the third (3rd) to and including the tenth (10th) calendar years of service - twelve (12) duty shifts.
- (4) During the eleventh (11th) up to and including the twenty-third (23rd) calendar years of service, except during the twenty-first (21st) calendar year of service - sixteen (16) duty shifts.
- (5) During the twenty-first (21st) calendar year of service - twenty (20) duty shifts.
- (6) During the twenty-fourth (24th) and all subsequent calendar years of service - twenty (20) duty shifts.

- (7) In lieu of the annual and public holiday entitlement accrued by newly hired Firefighters during the first six (6) months of their probationary period, such entitlement shall be converted to cash and be paid to such employees no later than the end of the first pay period following completion of the first six months of said probationary period.

Section 6.03 Fire Prevention Officers

- (1) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12th) of fourteen (14) calendar days for each month or portion of a month greater than one-half (1/2) worked by December 31st, subject to the provisions of Section 6.03(7).
- (2) During the second (2nd) calendar year of service, fourteen (14) calendar days, less any duty shifts earned during the employee's probationary period in the second calendar year of service and which were paid pursuant to the provisions of Section 6.03(7).
- (3) During the third (3rd) up to and including the tenth (10th) calendar year of service - twenty-one (21) calendar days.
- (4) During the eleventh (11th) up to and including the twenty-third (23rd) calendar years of service, except during the twenty-first (21st) calendar year of service - twenty-eight (28) calendar days.
- (5) During the twenty-first (21st) calendar year of service - thirty-five (35) calendar days.
- (6) During the twenty-fourth (24th) and all subsequent calendar years of service - thirty-five (35) calendar days.
- (7) In lieu of the annual and public holiday entitlement accrued by the newly hired Firefighters during the six (6) months of their probationary period, such entitlement shall be converted to cash and be paid to such employees no later than the end of the first pay period following completion of the first six months of employment.

Section 6.04 Long Service Leave

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 member, and that a similar allowance be made at the completion of twenty-five (25) years' service and each subsequent five-year period thereafter.

Long service leave may be taken from January 1st in the calendar year in which the qualifying anniversary occurs, provided, however, that if the employee exercises this privilege and fails to remain in his employment with the Corporation for any reason until his anniversary date in that year, he must reimburse the Corporation for the cost of his long service leave.

Long service leave may be taken up to the end of the calendar year in which the last anniversary date occurred and maintaining the same principle each five (5) years thereafter.

Section 6.05 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 (½) worked to the date of termination; provided, however, that employees leaving on superannuation or upon leaving at reaching maximum retirement age, shall receive full annual vacations and statutory holidays for the year.

Section 6.06 Vacation Scheduling

Annual vacation shall start on the employee's first day shift, and his return to duty shall be in his same group, providing always that such holidays be taken at a time mutually agreed upon by the Corporation and Union. Exceptions to this procedure may be mutually agreed upon between the Fire Chief and the Union.

Section 6.07 Extended Absence

Employees returning from a minimum of four (4) months on Sick Leave or WCB, may at the option of the Corporation, receive payment in cash for all or a portion of their annual vacation or statutory vacation entitlements scheduled during such period(s) of absence. Every attempt will be made by the Corporation to re-schedule missed vacation entitlement within the current year or in the following year (as per present policy) as long as this does not incur any overtime costs for the Corporation.

Employees who, as a result of extended absence on either sick leave or WCB, have been unable to take their scheduled annual vacation and/or statutory holiday entitlements, shall be entitled to carry forward into the next calendar year a maximum of eight (8) shifts of such accrued entitlement(s).

Section 6.08 Calendar Year

"Calendar year" for the purposes of this Agreement shall mean the twelve-month period from January 1st to December 31st, inclusive.

Section 6.09 Vacation Adjustment/Termination

In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation.

Section 6.10 Pay for Acting in a Senior Capacity

- (1) Any employee who is required to accept the responsibilities and carry out the duties incident 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. Effective 2001 August 21, in order to be eligible to act in a position or rank senior to that which an employee normally holds, the employee must possess the qualifications outlined in Schedule "D" of the Collective Agreement.

In the event that the senior position bears a multiple step salary range, then the following shall apply:

- (i) if the employee assigned to act in the senior position has not fully satisfied the promotional standards designated for the senior position pursuant to Schedule "D", then he shall be paid at the first step of the pay range; or
 - (ii) if the employee assigned to act in the senior position has fully satisfied the promotional standards designated for the senior position pursuant to Schedule "D", then he shall be paid at the second step of the pay range.
- (2) As soon as possible following December 31 of each year the Corporation shall calculate a percentum amount of pay above the confirmed rank rate based on the total number of days from the preceding year that the employee acted in a rank above his confirmed rank and pay to such employee that percentum difference as an adjustment in salary entitlement for the purposes of his annual (including statutory) and long service vacation salary.

Section 6.11 Payout of Statutory Holidays and Long Service Leave

Effective 2001 August 21, employees working in their year of retirement may elect, upon receiving the approval of the Fire Chief, to receive in cash all or a portion of their Statutory Holiday and/or Long Service Leave entitlements. It is understood that employees submitting such application for redemption must do so prior to October 31 in the year preceding the year in which such redemption is to occur.

ARTICLE VII STATUTORY HOLIDAYS

Section 7.01 Days in Lieu

Subject to the provisions of Subsection 6.02(7), all employees engaged in a type of work required to be performed continuously, including statutory holidays, shall receive, in each calendar year of completed service, in lieu of eleven (11) statutory holidays, time equivalent to eleven (11) duty shifts plus one (1) additional duty shift for any public holiday proclaimed by the Corporation or

by the Federal or British Columbia Governments in addition to those listed in Section 7.02 which shall be scheduled separately from their annual vacations. Such time off to start on the employee's first day shift and his return to duty shall be in his same group. All such time off to be taken at a time mutually agreed upon between the Corporation and the Union, and exceptions to this procedure may be mutually agreed upon between the Fire Chief and the Union.

Section 7.02 Declared Holidays

Those employees who are employed as Fire Prevention, Training or Emergency Planning personnel are entitled to a holiday with pay on the following Statutory Holidays: 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 and any other day proclaimed by the Corporation or by the Federal or British Columbia Governments to be a public holiday.

Section 7.03 Statutory Holiday Pay

Any employee engaged in a type of work required to be performed continuously, including Statutory Holidays, and whose duties normally require him to work on Statutory Holidays as provided for in Section 7.02 shall, in addition to the holidays to which he is entitled under Section 7.01, be paid at the rate of fifty percent (50%) of his regular rate of pay (calculated on an hourly basis) for each of the hours worked by him between the hours of 12:01 A.M. and 11:59 P.M. on such Statutory Holiday.

ARTICLE VIII UNIFORMS AND EQUIPMENT

Section 8.01 Uniform Clothing

The Corporation shall provide every employee covered by this Agreement who has completed his probationary period with a uniform and shall issue annually to each such employee, two pairs of trousers, two ties, three shirts, two t-shirts, one pair of leather boots and one cap. After two full years, the cap will be omitted every second year. A work jacket and vest shall be provided with the original uniform issue and every second year thereafter. A cold weather coat shall be provided with the original uniform issue and every fourth year thereafter. A uniform tunic shall be provided with the original uniform issue and every fifth year thereafter.

Any changes in the items of clothing mentioned in this Section shall be finally and conclusively decided upon and be reported to the Corporation's Director of Finance by October 1st in each year. The call for tenders will then be issued in time to permit the necessary contract or contracts to be let by December in the same year.

Section 8.02 Probationary Clothing

Probationary members shall be issued with coveralls and uniform boots prior to reporting for regular firefighting duties on shift in a Fire Hall. Such articles of clothing shall be returned to the Corporation in the event the probationary member does not qualify for the regular staff. The articles of clothing issued shall be deducted from his first year's issue of clothing as set out in this Agreement.

Section 8.03 Firefighting Equipment

The Corporation shall provide every employee covered by this Agreement whose duty includes the fighting of fires with firefighting equipment which shall include a helmet, a service coat, gloves, turn-out pants, short turnout boots, coveralls and any such equipment as may be recommended by the Fire Chief and approved by the Corporation. All such equipment shall be returned to the Corporation when the employee ceases to perform such duty.

Section 8.04 Uniform Cleaning

- (1) The Corporation shall assume financial responsibility for the cleaning of specified items of the uniform issue for all employees who are required to wear a uniform in the performance of their duties, in accordance with the following schedule of maximums:
 - 1 (one) uniform shirt per working day;
 - 1 (one) pair of uniform pants per two working days; and
 - 1 (one) uniform coat (work jacket, tunic, cold weather coat, vest) per working month.
- (2) The Corporation shall designate three cleaning establishments, one in the Ladner area, one in the Tsawwassen area and one in the North Delta area, which will be authorized to perform uniform cleaning for employees, as set out under Section 8.04(1) above.
- (3) In the event that any employee exceeds the maximum usage standard as set out under Section 8.04(1) above, the Union shall reimburse the Corporation for all costs incurred in excess of those attributable to the said maximum standard.

ARTICLE IX EMPLOYEE BENEFITS

Section 9.01 Medical

- (1) The Corporation shall participate in a medical plan by contributing one hundred percent (100%) of the cost of the premium for all employees covered by this Agreement commencing on the first day of the month following the date of employment.

- (2) Employees shall be entitled to enrol in the Extended Health Benefit Plan on the first day of the calendar month following six months' service. The plan shall reimburse employees at the rate of 80% of prescription drug costs and other insured eligible expenses (after a deductible of \$25.00 (effective 2002 January 01, thirty dollars (\$30.00)) per family per year).
- (3) The Vision Care Option portion of the Extended Health plan, i.e. lenses, frames or contact lenses, shall provide for a maximum of one hundred and fifty dollars (\$150.00) (effective 2001 October 01, two hundred and fifty dollars (\$250.00)) per person, claimable in any 24 month period, subject otherwise to the provisions of the Plan.
- (4) The Corporation shall pay 100% of the premiums required by the Plan.

Section 9.02 Group Life Insurance

- (1) (a) Employees shall be entitled to enrol in the Group Life Insurance Plan commencing the first day of employment.
- (b) Coverage for death shall be two times (2X) gross basic annual salary, which salary shall be computed to the next highest \$1,000.00.
- (c) The Agreement with the insurer shall contain a waiver of premium in the event of total disability.
- (d) The Corporation shall pay 100% of the premiums required by the plan.
- (2) In addition to the standard group life insurance of \$50,000, an employee may elect to purchase additional amounts of life insurance in units of \$10,000 to a maximum of \$100,000.
- (a) A spouse may participate in this plan only if the firefighter participates. A spouse is not limited to the amount of insurance other than the minimum of \$10,000 and the maximum of \$100,000.
- (b) The costs of optional life insurance are based upon group rates. The monthly costs are as follows:

Monthly Premium per \$10,000 of Insurance

<u>Age</u>	<u>Firefighters</u>	<u>Spouse</u>
Under 35	\$.90	\$.40
35-39	1.20	.60

<u>Age</u>	<u>Firefighters</u>	<u>Spouse</u>
40-44	2.10	1.10
45-49	3.80	1.90
50-54	6.70	3.30
55-59	10.70	5.40

- (c) As the firefighter's age increases, the rate will be adjusted accordingly, as per the group rate which may be in effect at that time.
- (d) This is a voluntary plan. The above rates are guaranteed for a two year period, from January 1, 1982 to December 31, 1983. It should be noted that group rates can be affected by the number of participants in the plan. Firefighters do have the flexibility to cancel the optional life coverage at any time.
- (e) Coverage will only be effective upon approval from the carrier.
- (f) The employee will pay 100% of this optional plan by payroll deductions.

Section 9.03 Dental Plan

Dental coverage as specified hereunder will be available to employees covered under this Agreement. The Corporation will assume full cost of the premium to provide the dental plan subject to the qualification as provided for in sub-section (a) of this Section 9.03.

- (a) Any employee who opted out of coverage based upon the terms of the 1975 Agreement is not permitted to opt back in at a later date, but will receive cash equivalent to the Corporation's premium cost for those individual members. All new employees will be required to be covered by this plan.
- (b) Employees shall be entitled to enrol in the Dental Plan commencing the first day of the calendar month following six months' service with coverage as follows:
 - "A" 100% routine preventative dentistry
 - "B" 60% crown, bridges and partial or complete dentures (5 year limit per tooth)
 - "C" 60% orthodontics, to a maximum of \$3,000.00 per person per lifetime (employee and dependents)

The Corporation shall pay 100% of the premium required by the plan.

Section 9.04 Sick Leave and Gratuity

1. Short Term Sick Leave

Short term sick leave shall be defined as the first 84 hours (or equivalent hours equal to two weeks dependent on regular weekly hours) of any absence due to illness or non-occupational injury.

- (a) The Union will undertake responsibility for short term sick leave. The Union's members shall contribute a percentage of their base salary each month to a fund from which shall be paid benefits for authorized sick leave absences equal to their regular classified salary net of income tax deductions and superannuation (including supplementary superannuation) contributions. The amount of such contributions shall be determined by the Union. In any cases where an employee returns to duty following a period of such illness or injury, and subsequently is absent for a reason deemed by a designated physician to be appointed by the Corporation to be an extension of the earlier illness or injury, the subsequent period or periods of absence shall not be charged against the Union sick leave fund. No sick hours shall be deducted for time on short term sick leave. Effective 1999 December 31, the Employer shall continue to remit its share of superannuation contributions, pursuant to the provisions of the Pension (Municipal) Act, on behalf of employees who are absent from duty due to illness under the provisions of this Subsection 9.04(1)(a).
- (b) Sick leave payments for short term sick leave referred to in (a) will be made by separate cheques drawn upon the Union sick leave fund, unless the Corporation determines that there is a more convenient way of making the payments. In any event, the Corporation will undertake responsibility for providing the data required for such sick leave payments.

2. Long Term Sick Leave - shall be defined as hours of sick leave additional to those provided in paragraph 1.

- (a) Benefits shall be 100% of the regular classified salary.
- (b) The Corporation shall pay 100% of the cost of long term sick leave offset in part by the employer-employee rebates of unemployment insurance premiums as agreed to in Article XIII, Section 13.01.
- (c) Accumulated upon the completion of three (3) months' service.
- (d) Benefits shall be made available as follows:

- (i) The next 630 hours (or equivalent hours equal to 15 weeks dependent on regular weekly hours) of any absence due to illness or non-occupational injury;
- (ii) Following the entitlements in (d)(i) above, for each year's service, an allotment of 252 hours' accumulation (or equivalent hours equal to 6 weeks dependent on regular weekly hours) to a total of 2,520 hours (or equivalent hours equal to 60 weeks dependent on regular weekly hours).
- (e) When the sick leave hours provided pursuant to (d)(i) above are used in their entirety, they are accumulated again if the employee is back to work for one (1) month (184 continuous hours, or such other number of continuous hours, dependent upon regular weekly hours of work, equivalent to one (1) month).
- (f) Transitional Provisions. Employees on staff as of 1999 January 01 shall have all credits existing in both their Medium Term and Long Term Sick Leave banks combined and credited to their new Long Term Sick Leave account.
- (g) Sick leave gratuity as provided for in Schedule "B" attached hereto.

3. Sick Leave Reimbursement

If, as a result of a claim made to an insuring third party (e.g. I.C.B.C.), an employee receives payment for wage loss (including fringe benefit costs) referable to a period during which the employee received sick leave benefits, then the employee upon receipt of such payment shall pay to the Corporation the amount of the wage loss so received, and the Corporation shall then reimburse the Union Sick Leave Fund the amount paid out from the Fund on his behalf, and shall then credit the employee with sick leave for the number of days represented by the payment and any resultant gratuity days to which the employee is entitled.

Section 9.05 Outstanding Credits

In the event of the employee's death while in the service of the Corporation, credits outstanding to his account, such as all due vacation and statutory holiday time, and all due accumulated overtime and gratuity leave time, shall be paid into his estate (but such credits outstanding shall be exclusive of sick leave).

Section 9.06 Long Term Total Disability

(a) Qualification and Payment

If evidence is received that any regular full-time employee who has completed 12 months of continuous service, has become totally and permanently disabled by accident, injury or

disease, so that such employee is totally and continuously disabled and prevented from performing any gainful occupation for which he is reasonably fitted by education, or reasonably fitted by training or reasonably fitted by experience, then such employee shall be entitled to a total disability benefit, which when combined with any compensation (other than an employee's privately purchased insurance) such as Workers' Compensation, any disability pension benefits pursuant to the Canada Pension Plan, any periodic payments related to the disability under a "no-fault" automobile insurance policy, will achieve a benefit calculated as follows:

67% of the regular classified salary at the time of disability, such rate of benefit to be indexed annually in accordance with annual general wage increases and to be continued during the period of total disability from year to year until maximum retirement age pursuant to the Pension (Municipal) Act.

- (b) The period of total disability as referenced in subsection 9.06(a) above shall be considered as representing 'service' pursuant to the provisions of the Pensions (Municipal) Act, and shall therefore be approved for purposes of providing an indexed pension at maximum retirement age, without superannuation contributions being made during such period of disability.
- (c) The Corporation will pay 100% of the cost of the Total and Permanent Disability Benefits and in addition will continue to pay the required premiums for the B.C. Medical Plan, Dental Plan, Extended Health Benefit Plan and Group Life Insurance coverage during the period of total disability.
- (d) An employee who has been granted a Total and Permanent Disability benefit shall retain employee status for the purpose only of payment of benefits under this Total and Permanent Disability Plan.

Section 9.07 Supplementary Compensation for Firefighter Killed in the Course of Duty

Effective 2001 August 21:

‘Spouse’ means, in relation to a firefighter, a person who at the time of the firefighter’s death was married to, or in a common-law relationship with, and not living separate and apart from, that firefighter.

Notwithstanding any other provision in this Agreement, the parties expressly agree that there shall at no time be more than one “spouse”, nor payment made to more than one “spouse” pursuant to Section 9.07. If a dispute arises between two or more parties with respect to the determination of the “spouse” for the purposes of Section 9.07, then the Corporation shall pay the disputed sums into trust pending resolution by the parties.

If a member is killed as a direct result of the performance of his 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 spouse to bring her after-tax income from Workers' Compensation, Canada Pension and Municipal Superannuation and any other source of income not contracted for by the deceased member to the difference between the regular classified salary of the deceased member and normal deductions, such payment to continue until such a time the spouse remarries or until the date the deceased member would have been entitled to full and compulsory pension retirement had he not been killed, whichever date shall first occur, provided:

- (1) The regular classified salary shall be that for the class of position held by the employee on the date of his death or pending at the time of his death and shall not include acting or temporary positions and when calculating the rates of pay of the member, overtime rates of pay, shift differential, service pay and other premium payments allowance or benefits shall not be included.
- (2) The normal deductions shall include income tax, C.P.P., U.I.C., Superannuation (basic and supplemental), Union dues, sick plan premium and any other deduction which may be included in subsequent agreements.
- (3) The supplement shall be recalculated annually in consideration of the indexing of W.C.B., C.P.P. and Superannuation and the changes occurring in revisions to the collective agreements.
- (4) In the event the spouse is under 40 years of age and is without child, the W.C.B. lump sum payment on the death of her spouse, for the purposes of calculating the supplement, shall be divided by the years from the date of his death and his maximum retirement date if he had lived.
- (5) In the event there is no surviving spouse and there are dependent children, or in the event the spouse dies subsequent to the death of the member and 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 his normal deductions, further abated by W.C.B., C.P.P. and Superannuation and other sources not contracted for by the deceased member.

Two or more children - as above except at the rate of 50%.

- (6) For the purposes of Section 4 and 5, a child shall mean:
 - (a) a child under the age of 18 years, including a child of the deceased member yet unborn,

- (b) an invalid child of any age, and
 - (c) a child under the age of 21 years who is regularly attending an academic, technical or vocational place of education.
- (7) Any sums of money payable by the Corporation to any dependent child under the age of 18 years or to an invalid child may properly be paid by the Corporation to the legal guardian of such dependent child whose receipt shall be sufficient discharge to the Corporation.

On the compulsory retirement date of the deceased, had he lived, a calculation of the pension due to the spouse, had the deceased superannuated on that date, shall be made. From that date, the Corporation shall supplement the spouse's income from W.C.B., C.P.P., Superannuation and any other sources as referred to herein, to bring the spouse's income to the level of the superannuation calculation referred to less income tax on that sum.

Section 9.08 Superannuation

- (a) Effective 2001 August 21, eligible employees will be covered by the Pension (Municipal) Act effective the date of hire and contributions to the Municipal Pension Plan (Superannuation) shall commence on the first of the month following a employee's date of hire.
- (b) In addition to (a) above, the Corporation agrees to contribute two and one-half (2½) percent of each employee's regular wage PROVIDED, however, that each employee who elects to participate in this Special Agreement pursuant to the Pension (Municipal) Act also contributes two (2) percent. Employees electing to participate in this Special Agreement must continue to so contribute.

Every employee who is a voluntary participant in the Special Agreement as provided for herein, may elect to receive the one-half of one (½ of 1) percent which is the additional amount contributed by the Corporation as of 1975 January 01 into the participating employee's Special Agreement fund as a lump sum payment in lieu of an additional Special Agreement contribution. Employees electing the lump sum payment must communicate such intent to the Corporation.

- (c) Subject to the qualifying provision contained in Section 9(1) of the Pension (Municipal) Act, R.S.B.C. 1979, C. 317.

The Corporation agrees to participate in such contributions as are necessary to extend pensionable service of a member 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 Corporation which has not heretofore been considered as pensionable service. Such benefit to be subject to the following:

- (i) 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.
- (ii) Any member of the Union who wishes to take advantage of this benefit must give at least six (6) months' notice in advance of the contemplated retirement date and make such arrangements as are necessary at that time regarding his own contributions.
- (iii) Cost of increased benefits, as defined by the Superannuation Commissioner, is shared 50/50 by the employee and the Corporation as per Section 9(1) of the Pension (Municipal) Act.

Section 9.09 Retirement Age

Upon reaching the maximum retirement age of sixty (60) years, each employee covered by this Agreement shall without exception be superannuated from the Fire Department effective the end of the calendar month in which he reached his sixtieth (60th) birthday.

Section 9.10 Vacation and Leave Prior to Retirement

Each employee covered by this Agreement shall take all due vacation and statutory holiday time, and all due accumulated leave time such as overtime and gratuity leave time, prior to the effective date of such employee's superannuation (but such accumulated leave time shall be exclusive of sick leave).

Section 9.11 Workers' Compensation

- (a) Employees covered by this Agreement absent from duty due to personal injury by accident arising out of and in the course of their employment shall receive full salary during such absence for so long as the Workers' Compensation Board remits their compensation allowance to the Corporation.
- (b) Notwithstanding Subsection (a) above, employees covered by this Agreement absent from duty due to personal injury by accident arising out of and in the course of their employment shall receive normal net take-home pay (as opposed to gross regular pay) during such absence for so long as the Workers' Compensation Board remits their compensation allowance to the Corporation.

In the event that an employee was acting in a higher capacity (pursuant to the provisions of Section 6.10 of Article VI) at the time the injury was sustained, then "normal net take-home pay" shall be calculated based upon the rate in effect for the higher capacity class or rank. Similarly, in the event that an employee was scheduled to act in a higher capacity at any time during the period of the compensable absence, then for such period(s) that he 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 Section 7.03 of Article VII.

Section 9.12 Bereavement Leave

- (a) Leave of absence without loss of pay may be granted to an employee attending the funeral of a member of his family, the family being defined as wife, common-law spouse, child, father, father-in-law, mother, mother-in-law, sister, brother, grandchildren and grandparents. Such leave of absence shall not be more than three (3) working days. Requests for leave under this Section shall be submitted to the Fire Chief for approval.
- (b) Any employee who qualifies for emergency 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, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam 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 not more than two (2) working days.
- (c) Upon application to and upon receiving the permission of the Fire Chief, an employee may be granted leave up to one-half ($\frac{1}{2}$) working day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered under Subsections 9.12(a) or 9.12(b) above. Such permission may be given only if the shift strength is maintained or the employee requesting the time off makes arrangements for a suitable relief at no additional cost to the Corporation.

Section 9.13 Leave of Absence Union Officials

Effective 2001 August 21:

- (a) Employees required by the Corporation to attend any meetings for the purpose of processing any business between the Union and the Corporation shall suffer no loss of pay if such attendance is during such employee's working day.
- (b) An employee within the scope of this Agreement holding office in a Provincial, National or International organization or association with which the Union is affiliated, who is duly appointed as a delegate to a meeting or convention of such association and/or organization shall be permitted to attend any meeting or convention of the aforesaid organization or association with seven (7) days' written notice to and prior approval from the Fire Chief; provided, however, the leave of absence is limited to a period not exceeding two (2) weeks, and the employee seeking leave of absence makes arrangements

for a suitable relief without cost to the Corporation. In such cases the regular wages and benefits will continue for the employee who is on an approved leave of absence.

- (c) Employees of the Corporation who are elected to an office in a Provincial, National or International organization or association with which the Union is affiliated for a period longer than two (2) weeks must submit a written request to the Fire Chief for any leave of absence to fill that office at least thirty (30) days prior to the date such leave of absence is to take place, with the clear understanding that wages and/or benefits provided for under this Agreement will cease during the period of the said leave of absence. Seniority for re-entry into service with the Corporation will be reviewed annually while on the said leave of absence and will continue subject to written notice to the contrary from the Fire Chief.
- (d) The Corporation will not discriminate against any member of the Union by reason of Union activities.

Section 9.14 Service Pay

- (a) Service pay shall be paid to all employees covered by this Agreement on the basis of seven dollars and fifty cents (\$7.50) per month after the completion of five (5) years' service and an additional seven dollars and fifty cents (\$7.50) per month for each completed five (5) years' service thereafter. Service pay shall be paid from the first of the month next following, or coincident with the completion of the qualifying period of service.
- (b) Notwithstanding Subsection 9.14(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 Corporation to be acting in a senior capacity (pursuant to the provisions of Section 6.10 of Article VI) on a continuous, year-round basis, whichever date first occurs.

Section 9.15 Shift Extension

An employee who is required to work overtime immediately following the completion of his regular shift, or immediately prior to the commencement 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 9.15, 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 9.15, 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, rounded to the nearer fifteen (15) minutes.

Section 9.16 Extra Shifts

Where an employee agrees to work or is required by the Employer to work part shifts or full shifts in excess of his scheduled work week, the employee shall receive either an amount of time off equivalent to 1½ (one and one-half) times the number of such excess shifts or pay at the rate of 1½ (one and one-half) times his regular hourly rate for such excess shifts (with a minimum payment of 3 hours); any time off earned pursuant to this Section 9.16 must be taken at time(s) mutually agreed between the employee and the Employer, PROVIDED HOWEVER, that if an employee does not receive all of the time off earned by him under this Section 9.16 by June 30 of the year following the year in which such time off was earned, the employee shall be paid in cash therefor in the first pay period in July, based on his regular rate of pay in effect on June 30 of the year following the year in which such time off was earned.

Section 9.17 Callout Pay

Except as referred to in Sections 9.15, 9.16 and 9.18, an employee reporting for work on the call of the Corporation at any time other than his regular working hours, shall be paid at the rate of two (2) times 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 two (2) times his regular rate of pay.

Triple the regular rates of pay will be paid when an employee is called out to work on a statutory holiday; otherwise maintaining the same principles contained in this Section.

Section 9.18 Overtime for Training

An employee who is required to work a portion of an extra shift or an extra shift for the purpose of relieving another employee who has been given a leave of absence to attend any course of instruction and/or training shall be paid at one and one-half (1½) times his regular rate of pay. Any period of work which follows or immediately precedes a regular shift will not be subject to any minimum period of compensation. Any other period of work will be subject to a minimum of three (3) hours at the rate of one and one-half (1½) times the regular rate of pay.

Section 9.19 Overtime Pay

Overtime pay for all employees shall be computed on an hourly basis as follows:

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

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

26.089 rate is derived as follows:

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

Section 9.20 Court Appearances

(a) On-Duty Court Appearances

An employee while on duty who is required to appear in Court (defined as a Court of Criminal or Civil jurisdiction) to provide evidence that was acquired by such employee in the performance of his firefighting duties shall be granted leave of absence with pay for such purposes. Any remuneration received for such duty from the Court on any date or days when the employee would normally be on duty shall be remitted to the Corporation.

(b) Off-Duty Court Appearances

An employee while he is not on duty and who is required to appear in Court (defined as a Court of Criminal or Civil jurisdiction) to provide evidence that was acquired by such employee in the performance of his firefighting duties shall be paid in accordance with the following schedule:

- (i) For attendance at Court while on night shift, the following provisions shall apply at straight time rate:

Morning Session..... six hours
Afternoon Session four hours

- (ii) For attendance at Court on a day off, the following provisions shall apply at straight time rates:

Morning Session..... eight hours
Afternoon Session six hours

Any remuneration received for such duty from the Court on any date or days when the employee would normally be off duty shall be remitted to the Corporation.

(c) Jury Duty

An employee who is on duty and is required for Jury duty shall be granted leave of absence with pay for such purposes. Any remuneration received for such duty from the Court on any date or days when the employee would normally be on duty shall be remitted to the Corporation.

Section 9.21 Legal Counsel

- (1) The Corporation agrees to contribute, in the manner set forth in Paragraph 2, to the cost of one solicitor retained by any employee covered by the terms of this Agreement who is:
 - (a) charged with an offence under the Criminal Code of Canada, or under any Federal or Provincial Statute; or
 - (b) summonsed to a Coroner's Court as a witness under circumstances where it is likely (in the absolute discretion of the Corporation) that Criminal or Statutory charges will be laid against the employee at the conclusion of the Inquest; or
 - (c) where the events which constitute the alleged or anticipated offence arose under circumstances where the employee was following authorized instructions of his supervisor and was carrying those out in the manner required by the Corporation and his actions arose out of and in the course of his employment.
- (2) In those cases where the Corporation undertakes to contribute to the legal fees of an employee, such fees shall be based upon the fee schedule established by the B.C. Bar Association during the year.
- (3) In the event that more than one employee has retained the same lawyer in the same action, the Corporation will not be obliged to pay more than one contribution to legal fees in such action.
- (4) If more than one employee is charged with an offence, or summonsed to a Coroner's Court, under conditions outlined in paragraph 1, where an alleged or anticipated offence arose out of the same incident or a closely related series of incidents, the Corporation will not be obliged to pay more than one contribution to legal fees for the group of employees so charged or summonsed; provided, however, should the Corporation and a given number of such group of employees agree that the circumstances surrounding the incident clearly indicate a conflict of interest between that employee and one or more of the other employees, then the Corporation will contribute separately to such employee's legal fees.

Section 9.22 On Duty

It is understood that any time an employee is wearing his uniform pursuant to the rules and regulations of the Delta Fire Department and is required to perform the duties of a firefighter, he shall be considered to be performing those duties on behalf of the Corporation of Delta.

ARTICLE X GRIEVANCE PROCEDURE

Any dispute (as defined in the Labour Relations Code) with respect to matters not covered by the terms of this Agreement, during the term of this Agreement, shall be the subject of collective bargaining between the Union and the Corporation as represented by its Labour Relations Committee. Effective 2001 August 21, 'days' when used in this Section refers to calendar days.

Should any difference arise between either party of this Agreement concerning its interpretation, application, operation or alleged violation thereof, there shall be no stoppage of work or change of personnel on account of such difference which shall be the subject of collective bargaining between the Union and Corporation to be finally and conclusively settled under, and by the following procedures.

Effective 2001 August 21:

Meeting with Deputy Fire Chief

An employee with a complaint, accompanied by a Union representative, shall first raise it with the appropriate Deputy Fire Chief within eight (8) days of the incident giving rise to the complaint, or of the date when the employee first became aware of the incident, whichever is later. In any case where an employee is prevented from submitting a grievance within the time limit set forth above as the result of any authorized leave of absence, the said time limit shall be extended in order to provide him with eight (8) days exclusive of the period of absence in order to submit the grievance.

The Deputy Fire Chief shall meet and discuss the complaint with the employee and a Union representative and provide a response within eight (8) days of the meeting. The purpose of the meeting is to review the circumstances giving rise to the incident and to determine whether the complaint can be satisfactorily resolved without using the formal grievance procedure.

If the employee is not satisfied with the Deputy Fire Chief's response, the Union may choose to advance the complaint to the First Stage of the formal grievance procedure.

Section 10.01 First Stage

Effective 2001 August 21, any grievance shall in the first instance be taken up with the Fire Chief, giving full particulars in writing, within eight (8) days of the Deputy Chief's response.

Section 10.02 Second Stage

If the alleged grievance is not settled by the Fire Chief within seven (7) (effective 2001 August 21, eight (8)) days, the matter shall be referred to the Chief Administrative Officer who shall arrange for meetings with the Union within seven (7) (effective 2001 August 21, eight (8)) days from receipt of such request.

Section 10.03 Final Settlement

If the alleged grievance is not settled by the Chief Administrative Officer within seven (7) (effective 2001 August 21, eight (8)) days, then the grievance shall be finally and conclusively settled without stoppage of work by submission to a Board of Arbitration.

Section 10.04 Arbitration

A Board of Arbitration shall consist of three persons, one to be chosen by each party, the third, who shall be Chairman, to be selected by the two so appointed. The representatives of the parties concerned must meet within seven (7) (effective 2001 August 21, eight (8)) days of appointment and are allowed a further five (5) days to agree upon a Chairman. If they fail to agree upon a Chairman, either party may apply to the Minister of Labour to appoint a Chairman. The decision of the Board shall be final and binding on both parties. Each shall bear the expenses of the arbitrator appointed by such party and pay half of the expenses of the Chairman.

Section 10.05 Extension of Time Limits

It is agreed and understood that the time limits outlined in Sections 10.01, 10.02, 10.03 and 10.04 may be extended by mutual consent of the parties to this Agreement.

Section 10.06 Suspension or Dismissal

Upon notification, in writing, of suspension or dismissal, any employee desiring to appeal against his dismissal or suspension must do so to the Corporation and notice of such appeal must be made within seven (7) days of receipt of such notice of dismissal or suspension.

Section 10.07 Wrongful Dismissal

Any employee who has been wrongfully dismissed or suspended by the Corporation and who is later reinstated, shall be compensated in full for all time loss, leaving for the Arbitrator to decide whether or not any earnings made through other employment during the period of dismissal or suspension should be considered as part of the compensation for time lost.

Section 10.08 Section 103 of the Labour Relations Code

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Mr. Bruce Greyell, or a substitute agreed to by the parties, shall at the request of either party

- (a) investigate the difference;
- (b) define the issue in the difference; and

- (c) make written recommendations to resolve the difference

within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

Section 10.09 Section 87 of the Labour Relations Code

The parties agree to exclude from their new Collective Agreement the application of Section 87 of the Labour Relations Code.

ARTICLE XI TRAINING AND JOB IMPROVEMENT

Section 11.01 Committee to Deal with Training Policies

A committee comprised of representatives from Fire Department Administration and Union is to be formed to deal with training policies contained in the Departmental Policy Book.

Section 11.02 Instructor's Pay

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 (1) hour's pay for each shift or part shift that the employee is so required to instruct.

ARTICLE XII CLASSIFICATION AND VALUATION PROCEDURE

- (a) Any classification, reclassification or revaluation of positions within the jurisdiction of this Agreement will be carried out in accordance with Terms of Reference agreed to by representatives of the Corporation and the Union.
- (b) When the Corporation reclassifies, promotes or surveys the salary of any employee, and makes any changes affecting salary, the minimum salary increase shall be one full step.
- (c) An employee already experienced with the Corporation in the reclassification shall receive the pay step according to his experience, subject to negotiations between the Union and the Corporation.

ARTICLE XIII UNEMPLOYMENT INSURANCE COMMISSION REBATES

The total amount of any and all Unemployment Insurance Commission rebates for which the Corporation and the Union qualify shall accrue to the Employer, to assist in offsetting the costs of funding the Long Term Sick Leave Fund as referred to in Article IX, Section 9.04(2).

ARTICLE XIV SCHEDULES

The following Schedules are attached to and form a part of this Collective Agreement:

- Schedule "A" - Rates of Pay
- Schedule "B" - Firefighters' Gratuity Plan
- Schedule "C" - Letters of Understanding
 - No. 1 Re: Long Service Leave
 - No. 2 Re: Fire Prevention Liaison Officer (Captain)
 - No. 3 Re: Acting Training Officer(s)
 - No. 4 Re: Establishment of a Firefighters' Pool
 - No. 5 Re: Uniform
- Schedule "D" - Promotional Procedures
- Schedule "E" - Maternity and Parental Leave

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this day and year in which this Agreement takes effect.

SEALED with the Seal of the Corporation of Delta, and signed by:

SEALED with the Seal of the Delta Firefighters' Association, Local 1763 and signed by:

Mayor

President

Clerk

Secretary

Date: _____

Date: _____

SCHEDULE "A"THE CORPORATION OF DELTA2000 JANUARY 01 - 2002 DECEMBER 31FIREFIGHTER RATES

Key: A = 2000 January 01 - 2000 December 31
 B = 2001 January 01 - 2001 December 31
 C = 2002 January 01 - 2002 December 31

<u>Position</u>	<u>Index</u>	<u>Monthly Rates</u>		
		<u>A</u>	<u>B</u>	<u>C</u>
Firefighter - 1st 6 Months	70	3229	3324	3422
- 2nd 6 Months	75	3460	3562	3667
- 2nd Year	80	3690	3799	3911
- 3rd Year	90	4152	4274	4400
- 4th Year	100	4613	4749	4889
- upon completion of 10 calendar years of service	102	4705	4844	4987
Lieutenant	112	5270	5425	5585
Fire Prevention Officer (Captain)	122	5740	5910	6084
Captain	122	5740	5910	6084
Captain - Training Officer	122	5740	5910	6084
Chief Fire Prevention Officer	132	6211	6394	6583
	137	6446	6636	6832
	142	6681	6878	7082
Chief Training Officer	132	6211	6394	6583
	137	6446	6636	6832
	142	6681	6878	7082

SCHEDULE "A" (cont'd)

Page 2

Key: A = 2000 January 01 - 2000 December 31
 B = 2001 January 01 - 2001 December 31
 C = 2002 January 01 - 2002 December 31

<u>Position</u>	<u>Index</u>	<u>Monthly Rates</u>		
		<u>A</u>	<u>B</u>	<u>C</u>
Battalion Chief (effective 2002 January 15)	140	6587	6782	6982
Emergency Planner* - 1 st 12 months	100	4613	4749	4889
- 2 nd year	102	4705	4844	4987
- 3 rd year	106	4987	5135	5286
- 4 th year	112	5270	5425	5585

NOTES: Fire Prevention Officer and Alarm Operators' rates as per Firefighter. Maximum for Alarm Operator is 4th year rate.

Firefighter rates based on 4th Year rate; Officers' based on 10th Year rate.

* The indices for the 3rd and 4th year are based on the 10th year Firefighter rate. Indices are based on length of service with the Delta Fire Department.

SCHEDULE "B"

FIREFIGHTERS' GRATUITY PLAN

Section 1 (a) How Accumulated

Each member of the Fire Suppression Division shall be credited with one working shift (12 hours) for each three (3) month period which may be accumulated to a maximum of 1440 hours. Fire Prevention, Training and Emergency Planning Office employees shall be credited with 9¼ hours for each three (3) month period to a maximum of 1110 hours.

(b) Deduction

A deduction is made from the current year's gratuity credits for all days absent on sick leave with pay, except that such deduction shall not exceed 12 hours (9¼ hours for Fire Prevention, Training and Emergency Planning Office employees) in any three month period, or for any one illness. The total gratuity credited to each employee at the end of each three-month period will remain to such employee's credit regardless of time lost in any subsequent three-month period through illness or any other reason.

(c) Establishment

New Firefighter employees commence accumulating from the effective date of employment, but receive no credits until the completion of six (6) months' service. Temporary employees commence accumulating after one year of service.

(d) Following the expiry of each qualifying period as referenced under Subsection (a) above, the Corporation shall post a record of gratuity credit accumulations and shall forward a copy of same to the Union.

Section 2 Gratuity Leave

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 days that he has accumulated, PROVIDED HOWEVER THAT:

(a) The employees of the Corporation represented by the Union shall be governed by the following provisions, that is to say, not more than one

employee per platoon may be absent on gratuity leave at any one time and not more than four employees in total may be absent at any one time.

- (b) An employee's right to gratuity leave shall be subject at all times to the exigencies of the Fire Department and to the discretion of the Fire Chief.
- (c) An employee who takes leave under this Section and terminates his employment for any reason prior to the completion of ten (10) years' continuous service shall repay the Corporation the number of days' gratuity leave so taken.

Section 3 Payment in Cash

- (a) An employee or his estate (as the case may be) shall be entitled to payment in cash for gratuity days accumulated in the event of normal retirement at minimum to maximum age, death in the service, permanent disability or leaving the service after completion of ten (10) years' service.
- (b) An employee of the Corporation represented by the Union, who has completed three (3) years' continuous service with the Corporation 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 days that he has accumulated up to and including the year in which such election is made, and the employee shall be paid therefore in the following calendar year at a time to be chosen by him, which payment shall be computed on the basis of his regular rate of pay in effect in that year; PROVIDED HOWEVER THAT if any such employee who receives any payment from the Corporation pursuant to this paragraph leaves the service of the Corporation prior to the completion of ten (10) years' continuous service with the Corporation, such employee shall reimburse the Corporation for all payments so made by the Corporation computed on the basis of the employee's regular rate of pay in effect at the date of the termination of his employment.

Section 4 Procedure for Delaying Gratuity Payments on Termination of Service

Payment of the amount of gratuity, or any part thereof calculated as of the termination date of service with the Corporation may, with the employee's consent, be delayed for a period not exceeding twelve months. If any employee desires to delay the payment of any of his gratuity, he shall notify the Human Resources Director to that effect prior to the last day that he actually works for the

Corporation. The delayed amount shall be paid in a single sum, plus interest for the period of the delay at an average bank interest earned by the Corporation during the previous twelve (12) month period.

SCHEDULE "C" – NO. 1LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF DELTA
(hereafter "the Employer")

AND:

THE DELTA FIREFIGHTERS' ASSOCIATION, I.A.F.F. LOCAL 1763
(hereafter "the Union")

This Letter of Understanding replaces and supercedes the Letter of Understanding between the parties dated 1987 April 23.

Effective 1991 January 01, the Employer and the Union agree that, notwithstanding the provisions of Section 6.04 of Article VI regarding the scheduling of Long Service Leave, such allowance shall be scheduled by mutual agreement between the Union and the Fire Chief.

It is agreed that for the period 1991 January 01 through 1998 December 31, such scheduling of Long Service leave shall be facilitated by permitting a maximum of one (1) employee per platoon to be absent on Long Service Leave at any one time; that is, each of the four platoons shall be provided one (1) separate calendar column exclusively dedicated to accommodating the scheduling of Long Service Leave.

It is further agreed that commencing 1999 January 01, the scheduling of Long Service Leave shall be facilitated by permitting a maximum of two (2) employees per platoon to be absent on Long Service Leave at any time; that is, each of the four platoons shall be provided two (2) separate calendar columns exclusively dedicated to accommodating the scheduling of Long Service Leave.

The Employer and the Union further agree that, subject always to mutual agreement between the Union and the Fire Chief, the Long Service Leave allowance need not be scheduled as one block of sixteen (16) duty shifts in the instance of Fire Suppression personnel, or as one block of four (4) weeks' leave in the instance of non-suppression personnel; rather, the allowance may by mutual agreement be taken in one or more blocks.

The Employer and the Union agree that this Letter of Understanding shall remain in force and effect from 1991 January 01 through 1998 December 31, and from year to year thereafter, UNLESS between 1998 September 01 and 1998 December 31, or between September 01 and December 31 of any succeeding calendar year, either party serves written notice upon the other of

its intention to negotiate amendment(s) to, or cancellation of the foregoing, in which case the parties shall meet within ten (10) days of the date upon which such notice was served for the purpose of negotiating said amendment(s) or cancellation.

Dated this 15th day of November, 1990, in the Corporation of Delta in the Province of British Columbia.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
THE UNION:

"Dennis Monk"

"R. Wolsey"

"Bruce Watkins"

"Graham Wilson"

"B.B. Johnson"

"G.W. Wood"

"J. Tapio"

"Doug Stone"

SCHEDULE "C" – NO. 2LETTER OF UNDERSTANDING

between the

CORPORATION OF DELTA
(hereafter "the Employer")

and the

DELTA FIREFIGHTERS' ASSOCIATION, LOCAL 1763 OF THE IAFF
(hereafter "the Union")

FIRE PREVENTION LIAISON OFFICER (CAPTAIN)

Effective 2001 August 21:

- A. The Employer and the Union agree, that, subject to item B below, the current hours of work will be 07:30 – 18:00 hours or as mutually agreed between the Union and the Employer (four 10.5 hour days followed by four days off on a continuous basis, time off for Statutory Holidays selected within the Fire Protection Division Holiday Schedule) established for the position of Fire Prevention Liaison Officer shall remain in effect until 2002 March 01.
- B. The Employer and the Union agree that either party may request a review of the hours of work for the position of Fire Prevention Liaison Officer following 2001 September 01, but no later than 2001 December 31. The purpose of the review is to determine if the hours of work should be amended based on operational needs, for the period following 2002 March 01. A review, if one occurs, will be completed no later than 2002 February 28.
- C. The review will be conducted by a joint Union-Employer committee (the "committee") comprised of up to two (2) members appointed by the Union and up to two (2) members appointed by the Employer. The committee shall report its findings and recommendations to the Fire Chief for review and consideration.
- D. Notwithstanding the above, Fire Prevention Liaison Officer G. Littlejohn may continue on the work schedule as described in the Collective Agreement (1997-1999) Article V Section 5.03 for a period of not more than two years from the execution of this Agreement.

SCHEDULE "C" – NO. 2 (cont'd)

DATED this 8th day of December, 2000, in the Corporation of Delta.

ON BEHALF OF THE CORPORATION
OF DELTA

ON BEHALF OF THE DELTA
FIREFIGHTERS ASSOCIATION

"R. Wolsey"

"M. Calbick"

"Gary W. Wood"

"Dan Copeland"

SCHEDULE "C" – NO. 3

LETTER OF UNDERSTANDING

between the

CORPORATION OF DELTA
(hereafter called "the Employer")

and the

DELTA FIREFIGHTERS' ASSOCIATION
(hereafter called "the Union")

RE: ACTING TRAINING OFFICER(S)

Effective 2001 August 21:

1. The purpose of this Letter of Understanding (effective the date of ratification of the Memorandum of Agreement) between the Employer and the Union, is to meet the training needs of the Delta Fire Department.
2. The Employer will maintain a list of a minimum of three (3) employees who may act in the capacity of Training Officer.
3. The Fire Chief will appoint eligible employees (eligible in accordance with Section 5(a) of Schedule "D") from the list to act as Training Officer. The scheduling of an acting Training Officer will be at the discretion of the Fire Chief. It is understood that an acting Training Officer may not necessarily be scheduled to work during the absence of a confirmed Training Officer.
4. It is understood that in a given calendar year, the total hours to be scheduled in accordance with item 3 above, will be at least equivalent to the amount of hours of approved leave taken by the incumbent Training Officer(s).

DATED this 16th day of July, 2001 in the Corporation of Delta.

BARGAINING REPRESENTATIVES ON
BEHALF OF THE EMPLOYER:

BARGAINING REPRESENTATIVES ON
BEHALF OF THE UNION:

"R. Wolsey"

"M. Calbick"

"Vivian Klaiber"

"Shawn Smith"

"Gary W. Wood"

"Robert Monro"

"E. Fritsch"

"Ken Johnson"

"Robert D'Angelo"

SCHEDULE "C" - NO. 4

LETTER OF UNDERSTANDING

between

THE CORPORATION OF DELTA
(hereinafter the "Employer")

and

THE DELTA FIREFIGHTERS' ASSOCIATION, I.A.F.F. LOCAL 1763

RE: ESTABLISHMENT OF A FIREFIGHTERS POOL

The Employer and the Union agree as follows:

1. With the Fire Department's staffing level being maintained at a minimum of one hundred thirty-two (132) members, the department may elect to establish a pool of six firefighters. The members of this pool will be assigned to a platoon and shall work a flexible work schedule. In the event that additional firefighters are hired such that the Fire Department's staffing level increases to a minimum of one hundred thirty-four (134) members, then the pool may be increased to eight (8) members.
2. Each member of the pool shall work three hundred thirty-six (336) hours over each of their respectively and successively fifty-six (56) day cycles.
3. The administration, assignment and scheduling of members of the pool shall be delegated by the Fire Chief to a single, designated position.
4. The operation and administration of the pool shall be in accordance with applicable provisions of the Policy Book.
5. The Employer and the Union shall establish a Subcommittee comprised of two representatives appointed by each party. The mandate of this Subcommittee shall be to monitor the operation of the pool and attempt to resolve any issues or concerns which may arise from time to time regarding the operation of the pool. Issues or concerns regarding the operation of the pool which the Subcommittee are unable to resolve may be referred directly by either party to the second stage of the Grievance Procedure as set out in Article X of the Collective Agreement.
6. The Employer will provide the Union once annually with an analysis of the cost-effectiveness of the pool system.

- 7. The issue of Temporary Firefighters will not be raised by either party in the current round of collective bargaining; rather the parties shall establish a Subcommittee comprised of two representatives appointed by the Employer and two representatives appointed by the Union to research and review employing temporary firefighters. The Subcommittee shall submit its findings and recommendations, which shall be non-binding to the Fire Chief and the Union.

- 8. The Department shall not reduce existing staffing levels, nor will it reduce current apparatus staffing levels while this Letter of Understanding remains in effect. Excepting, if and when a new fire hall is staffed under the current verbal understanding that the second apparatus in Hall #3 may be reduced to 2 firefighters including the officer.

DATED this 17th day of May, 1995 in the Corporation of Delta.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

"Bruce Watkins"

"Doug Stone"

"R. Wolsey"

"Dan Copeland"

Note: Amended pursuant to Item 14(a)(iii) of the 2000-2002 Memorandum of Agreement.

SCHEDULE "C" - NO. 5LETTER OF UNDERSTANDING

between the

EMPLOYER'S REPRESENTATIVES ON THE JOINT CLOTHING COMMITTEE
(hereafter "the Employer")

and the

DELTA FIREFIGHTERS' ASSOCIATION, I.A.F.F. LOCAL 1763
(hereafter "the Union")

UNIFORM

Effective 1999 January 01, the Employer and the Union agree, notwithstanding the provisions of Section 8.01 and 8.02 of Article VIII, to the following:

1. The Corporation shall provide every employee with uniform clothing, which shall be issued through annual submission of the Uniform Request Form as per paragraph 2.
2. Uniform Issue Guidelines
 - (a) At the time of appointment, all new employees will be issued one dress tunic. In addition, they will be allotted 100 points. The points shall be used to acquire items required for the "Uniform Kit" as detailed in paragraph 3 below. New employees shall not order Category 'B' items until they have ordered a complete uniform kit.
 - (b) Each employee will be credited annually with 100 points which may be applied towards the acquisition of clothing by submission of the Uniform Request Form which must be remitted no later than January 15th in the uniform issue year. When an employee has the minimum requirement of the "Uniform Kit" he/she may exercise their option to acquire items from Category 'B' to a maximum of 50 points.
 - (c) Employees will have a minimum "Uniform Kit" in good condition, fitting appropriately, before ordering items from Category 'B'.
 - (d) Employees may be required to present their uniform kit to determine if the kit is acceptable.

- (e) Uniform issue requests that are inconsistent, such as sizing, or unreasonable requests (quantity), shall be referred to the Joint Uniform Committee for review and recommendation to the Director of Fire & Emergency Services.
- (f) Uniform points shall not be carried over from one year to another. At the discretion of the Director of Fire & Emergency Services, employees may use uniform point allotments not committed in a current year, or borrow from future year's point allotments.

2. Uniform Kit

The following items shall constitute the minimum uniform kit and shall be in good condition and fit appropriately:

- 1 necktie
- 1 dress shirt - light blue
- 8 uniform shirts (colour appropriate to function)
- 4 uniform pants
- 1 uniform soft hat
- 1 uniform hat badge (see note)
- 1 uniform dress tunic
- 1 uniform boots
- 1 uniform work jacket
- 4 t-shirts
- 1 black leather belt
- 1 belt buckle (see note)
- 1 issue sweater or vest
- 4 pairs socks

Note: The cap badge and belt buckle are a one-time only issue for firefighters who have completed their probationary period. Cap badges shall remain the property of Delta Fire and Emergency Services. If these items are faulty, they must be returned and they will be replaced. If they are lost, the employee will be required to pay for the replacement cost.

3. Joint Uniform Committee

A Joint Clothing Committee shall be established consisting of two nominees of the Director of Fire & Emergency Services and two nominees of the Union. The purpose of the Committee will be to:

- (a) discuss and resolve disputes arising from requests on clothing matters;
 - (b) provide recommendations for consideration by the Director of Fire and Emergency Services and the Union with respect to facilitating the administration of the clothing issue or with respect to concerns relative to items of uniform issue;
 - (c) develop guidelines for clothing issue standards and make recommendations to the Union and management; and
 - (d) in the event that a new item of uniform or a substitute issue is chosen, the Joint Uniform Committee will recommend to the Director of Fire & Emergency Services the appropriate point value of the item based on comparable items of the similar value.
4. If either party wishes to apply the terms and conditions of Article VIII, Section 8.01 - Uniform Clothing and 8.02 - Probationary Clothing, they shall advise the other party by November 1, in which case the terms of the contract will apply in the following year.

ON BEHALF OF THE CORPORATION OF DELTA:

ON BEHALF OF THE DELTA FIREFIGHTERS, I.A.F.F. LOCAL 1763:

"Randy Wolsey"

'M. Calbick"

"Gary Wood"

"Dan Copeland"

"V. Klaiber"

"Doug Stone"

"Robin Cullen"

"Ron Grant"

SCHEDULE "D"

DELTA FIRE DEPARTMENT

PROMOTIONAL PROCEDURES

Effective 2002 January 15:

1. PROMOTIONAL BOARD STRUCTURE

The Promotional Board shall consist of two (2) Exempt fire department officers and two (2) Union members. The Corporation may appoint one (1) representative from Human Resources to the Board. A Training Officer may sit as a non-voting resource position on the Board.

2. PROMOTIONAL BOARD FUNCTION

The Promotional Board will:

- (a) Define the N.F.P.A. officer standards as they relate to the ranks within the Delta Fire Department.
- (b) Select the number of eligible candidates to be considered for a position on the appropriate Promotional Eligibility List.
- (c) Recommend to the Fire Chief, following a review of past performance records, those candidates acceptable to write examinations to qualify for placement on the appropriate Promotional Eligibility List.
- (d) Establish the material on which an examination will be based, the format for the exam (written, practical), and the process for preparing candidates for the exam.
- (e) Mark and evaluate promotional eligibility examinations.
- (f) Recommend to the Fire Chief, placement of candidates on the appropriate Promotional Eligibility List.
- (g) Recommend to the Fire Chief, candidates for promotion.
- (h) Recommend to the Fire Chief, interim promotional criteria, where the criteria as set out in Section 6(b) are beyond the control of the Delta Fire Department or beyond the control of the individual firefighter.

3. PROCESS FOR PLACEMENT ON THE PROMOTIONAL ELIGIBILITY LIST

- (a) When the Fire Chief identifies a need to add personnel to the appropriate Promotional Eligibility List, a notice will be posted outlining the process for submitting applications (to be submitted on the form provided and completed in detail). A Promotional Board will be called to consider the applications using the following criteria:
 - (i) Length of service (seniority) in the Delta Fire Department.
 - (ii) Record of past performance.
 - (iii) Physical fitness.
- (b) The Promotional Board will make the following recommendations to the Fire Chief:
 - (i) those candidates acceptable to write examinations to qualify for placement on the appropriate Promotional Eligibility List;
 - (ii) the material on which an examination will be based, the format for the exam (written, practical), and the process for preparing candidates for the exam.
- (c) The Fire Chief will direct the training office to prepare an examination process giving direction as to the content, timing, number of candidates, and the number of training sessions available to the candidates.
- (d) The training office will present the completed examination process to the Promotional Board for approval.
- (e) Candidates will need to attain minimum results of 60% in all aspects of the examination process conducted as follows:
 - (i) Dates of training sessions and examinations shall be posted in each fire hall at least thirty (30) days prior to that process beginning.
 - (ii) A method shall be used to ensure that no candidate is identified on written exams until after such exams are scored by the Promotional Board.

- (iii) Whenever practical, all candidates shall compete at the same time in the same place.
- (iv) In the event a candidate is unable to participate in the examination process due to sickness or injury, he shall notify the Administration of the Delta Fire Department as early as possible in advance of the examination date. Upon return to duty, he will notify the Fire Chief, in writing, of his desire to be considered. In the event the examinations have been concluded, the Fire Chief will set another examination date.
- (f) Candidates having successfully completed the above requisites shall be placed on the appropriate Promotional Eligibility List according to their length of service (seniority) within the Delta Fire Department. Where candidates' length of service is equal, placement will be according to the highest total of the promotional eligibility examination marks. If examination marks are equal a tie will be broken by an evaluation of the record of past performances.

4. EXTRAORDINARY CIRCUMSTANCES

- (a) In extraordinary circumstances, firefighters may be required to work in an acting capacity and will be appointed by the Fire Chief under the criteria as spelled out above in Section 3(a)(i), (ii) and (iii).
- (b) Where a candidate fails to obtain a position on the Promotional Eligibility List, he shall be permitted to write for the next opening. Upon successfully meeting the criteria as outlined in Section 3 above, the candidate's name will be placed on the appropriate Promotional Eligibility List according to his length of service (seniority) with whom they successfully competed.

5. OPPORTUNITIES FOR ACTING

- (a) Firefighters placed on a Promotional Eligibility List will not be given an opportunity to act until they have successfully achieved the N.F.P.A. certification appropriate to that eligibility list.
- (b) Following N.F.P.A. certification, the opportunity to work in an acting capacity shall be determined by the relative position on the appropriate Promotional Eligibility List. The person whose name appears first on the list shall have the first opportunity to work in an acting capacity.
- (c) Extraordinary circumstances as detailed in Section 4(a) may be utilized by the Fire Chief.

6. PROMOTIONS(a) Applications

Written applications will be received by the Promotional Board in response to posted notices. Only those who have attained a position on the relative Promotional Eligibility List will be considered. Interested candidates must make application on the form provided.

(b) Criteria for Promotions

- (i) Meets the NFPA standard appropriate to the position.
- (ii) Relative position on the Promotional Eligibility List (so that a candidate who is first on the Promotional Eligibility List shall be promoted first, and so on).
- (iii) Record of past performance acceptable to the Promotional Board.
- (iv) Physical fitness.

7. PROMOTIONAL ELIGIBILITY LIST

Promotional Eligibility Lists shall be maintained by the Department.

SCHEDULE "E"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 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) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Pension (Municipal) Act.

(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.