

THE CORPORATION OF  
THE DISTRICT OF NORTH VANCOUVER

COLLECTIVE AGREEMENT  
2000 JANUARY 01 to 2002 DECEMBER 31

THE DISTRICT OF NORTH VANCOUVER FIREFIGHTERS' UNION,  
LOCAL 1183 OF THE  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

2000-2002

COLLECTIVE AGREEMENT  
between  
THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER  
and  
THE DISTRICT OF NORTH VANCOUVER FIREFIGHTERS' UNION, LOCAL 1183  
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

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THIS AGREEMENT made and entered into

BETWEEN:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**  
(hereinafter called the "Corporation")

OF THE FIRST PART

AND:

**THE DISTRICT OF NORTH VANCOUVER FIREFIGHTERS' UNION, LOCAL 1183**  
**OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**  
(hereinafter called the "Union")

OF THE SECOND PART

**ARTICLE 1: PREAMBLE**

- (a) WHEREAS the Corporation is an employer within the meaning of the Labour Relations Code being Chapter 82 of the Revised Statutes of British Columbia, 1992;

AND WHEREAS the Union is certified to bargain on behalf of all employees of the Fire Department employed by the Corporation at the District of North Vancouver, British Columbia, excepting:

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

AND WHEREAS as a result of collective bargaining between the parties for the purpose of concluding a collective agreement between the Corporation and the Union for the years 2000, 2001 and 2002, the Corporation and the Union have agreed to amend the 1997-99 Collective Agreement and to execute the agreement hereinafter set forth.

- (b) This Agreement shall constitute the wages and working conditions for the employees in respect of whom the Union is so certified. The word "Department" when used in this agreement means the Fire Department of the Corporation of the District of North Vancouver.

**ARTICLE 2: TERM OF AGREEMENT**

This agreement shall be for a term of three (3) years with effect from 2000 January 01 to 2002 December 31, both dates inclusive.

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 3: UNION SECURITY

All employees covered by the Union's Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues, and all employees who are at present members of the Union, and any employee who hereafter becomes a member of the Union shall, as a condition of employment, maintain his membership in the Union during the term of this Agreement. Such payment shall be made by payroll deduction. This deduction shall become effective on the first day of the month coincident with, or next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the Corporation on the final day of the first pay period in that month. Deductions shall be made in respect of all subsequent months. These arrangements shall remain in effect for so long as this Union remains the recognized bargaining authority.

### ARTICLE 4: WORKING CONDITIONS

#### 4.1 Hours of Work

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

- (a) The employees occupying positions set forth in Group 1 of the said Schedule "A" shall work an average of forty-two (42) hours per week.
- (b) The Fire Mechanic and Fire Mechanic Officer shall work a forty (40) hour week.
- (c) The Fire Prevention Inspectors and Fire Prevention Officers shall work a thirty-five (35) hour week.
- (d) A variation of the weekly Hours of Work for members of the Fire Prevention and Training Offices was implemented on January 1st, 1977. The principle of amended hours is set out below.
  - (1) The daily hours of those employees 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.
  - (2) The daily hours of those employees who will be required to work a five-day week, shall be eight (8) with a one (1) hour lunch break.

- (3) Other working conditions and fringe benefits shall remain unchanged for those employees who will be required to work a four-day week, except as specifically amended by paragraphs 4 and 5.
  - (4) Each employee shall be credited with seven (7) hours in his overtime account with respect to each public holiday which falls on or is observed on one of his scheduled days off.
  - (5) Each employee who is required to work a four-day week, shall be debited with one and three-quarter ( $1\frac{3}{4}$ ) hours in his overtime account with respect to each public holiday which falls on or is observed on one of his scheduled days of work.
  - (6) Nothing contained in this agreement shall prevent the parties from mutually agreeing at any time to amend this schedule of hours.
  - (7) It is understood and agreed at the end of each calendar year there will be a joint review of the personnel records of the employees who have worked a four (4) day week in the Fire Prevention and Training Offices to ensure that such employees have neither gained nor lost benefits under the Gratuity and Sick Leave Plans as a result of having worked a four (4) day week in the Fire Prevention Office instead of a five (5) day week. Any necessary adjustment to entitlement under the Sick Leave and Gratuity Plans shall be made to the nearest hour.
- (e) A variation in the forty (40) hour work week for maintenance personnel was implemented on January 1st, 1977. The principle of amended hours is set out below.
- (1) The daily hours of those employees who will be required to work a four-day week, shall be ten and one-half ( $10\frac{1}{2}$ ) inclusive of a thirty (30) minute lunch break.
  - (2) The daily hours of those employees who will be required to work a five-day week, shall be nine (9) with a one (1) hour lunch break.
  - (3) Other working conditions and fringe benefits shall remain unchanged for those employees who will be required to work a four-day week, except as specifically amended by paragraphs 4 and 5.
  - (4) Each employee shall be credited with eight (8) hours in his overtime account with respect to each public holiday which falls on or is observed on one of his scheduled days off.

- (5) Each employee who is required to work a four-day week, shall be debited with two (2) hours in his overtime account with respect to each public holiday which falls on or is observed on one of his scheduled days of work.
- (6) Nothing contained in this agreement shall prevent the parties from mutually agreeing at any time to amend this schedule of hours.
- (7) It is understood and agreed at the end of each calendar year there will be a joint review of the personnel records of the employees who have worked a four (4) day week in the Mechanical Department to ensure that such employees have neither gained nor lost benefits under the Gratuity and Sick Leave Plans as a result of having worked a four (4) day week. Any necessary adjustment to entitlement under the Sick Leave and Gratuity Plans shall be made to the nearest hour.

#### 4.2 Postings

All new positions, all Group 2 promotions, and all Group 1 promotions which are not to be filled by appointment from an officers' pool, shall be posted for a period of fourteen (14) calendar days. Similarly, notice of all promotional exams shall be posted for a period of fourteen (14) calendar days.

#### 4.3 Probationary Period

- (a) New employees shall be considered to be on a probationary basis until the completion of six (6) months' satisfactory service. If such person continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall date back to the original date of employment.
- (b) This probationary period shall be for the purpose of determining an employee's suitability for permanent employment. At any time during this period employment may be terminated if it can be satisfactorily shown the employee is unsuitable for employment.
- (c) Suitability for employment will be decided on the basis of factors such as:
  - (1) The quality of his work.
  - (2) His ability to work harmoniously with others.
  - (3) His conduct.
  - (4) His ability to meet fire fighting standards set by the Corporation.

#### 4.4 Promotional Policy

With regard to promotions, it is agreed that, other things being equal, effect shall be given to seniority.

#### 4.5 Rights of Employees Promoted Out of the Bargaining Unit

Effective 2001 June 07:

In the event of an employee being promoted from a position for which the Union either had bargaining authority at the time of the promotion or subsequently obtained bargaining authority, to a position excluded from the Union's bargaining unit, and such employee being subsequently laid off or demoted, or voluntarily reverting to a position for which the Union has bargaining authority, the Corporation shall have the right, within the first six (6) months of the employee's promotion, to place such employee in the position previously held by him or in any vacant position of equivalent or lower rank for which such employee is considered qualified. The employee, if so placed as the result of being laid off or demoted, or voluntarily reverting prior to the expiry of six (6) months in the position excluded from the Union's bargaining authority, shall suffer no loss of seniority and such seniority shall be his total length of service with the Fire Department.

#### 4.6 Residence Regulations

##### (a) General Residence Requirements

All employees must reside in the Corporation or in one of the following adjoining municipalities and must continue to reside within one of these areas while in the Corporation's employ:

West Vancouver  
North Vancouver  
City of Vancouver  
Burnaby  
Coquitlam  
Port Moody  
Port Coquitlam  
University Endowment Lands  
New Westminster  
Village of Lions Bay

##### (b) Extended Boundaries

After submission of a written request and only with subsequent approval by the Fire Chief, a maximum of thirty percent (30%) of the total number of the employees may reside in the extended areas defined as follows:

Richmond  
 Delta  
 Surrey  
 Maple Ridge  
 Langley  
 Pitt Meadows  
 White Rock

- (c) At the discretion of the Fire Chief, a maximum of fifteen percent (15%) of the total number of the employees (rounded to the higher whole number) may reside outside of the extended areas as referenced in Article 4.6(b).
- (d) In the event an employee residing outside of the extended boundaries as referenced in Article 4.6(b) is unable to report for duty as a consequence of a situation such as a road closure or a disruption of ferry service, the Union shall be required to provide coverage of that employee's shift at no additional cost to the Employer.

#### 4.7 Telephone

Every employee covered by this agreement shall have a telephone in his residence.

#### 4.8 Employee Files

- (a) The Corporation shall notify the Union of the existence of any items which are to be included in an employee's file which might serve to jeopardize the employee's continued employment with the Department.
- (b) Upon written application to the Fire Chief, an employee may review the contents of his Personnel File. Such access shall be granted within five (5) days of receipt of the written application.

### ARTICLE 5: CLASSIFICATION AND PAY

#### 5.1 Remuneration

The scale of remuneration set out in the Schedule annexed hereto and marked Schedule "A" shall apply during the currency of this Agreement.

#### 5.2 Service Pay

- (a) Service pay shall be paid to members covered by this agreement on the basis of seven dollars and fifty cents (\$7.50) per month after completion of a five (5) year period of service with the Corporation Fire Department and an additional seven

dollars and fifty cents (\$7.50) per month for each subsequent completed five (5) year period of service with the Corporation Fire Department 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, and shall be paid as a lump sum once annually on the last pay day occurring during the month of May.

- (b) Notwithstanding Subsection 5.2(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 Article 5.4) on a continuous year-round basis, whichever date first occurs.

### 5.3 Calculation of Pay Rate

Annual salary: Twelve (12) times negotiated monthly salary.  
 Bi-weekly rate: Divide annual salary by 26.089 pay periods.  
 Hourly rate: Divide bi-weekly rate by two times (2x) weekly hours.

### 5.4 Acting in a Senior Capacity

Any employee covered by this Agreement 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.

### 5.5 Instructors' Allowance

When an employee is a certified instructor and is required to instruct courses in the First Responder Program, High Angle Rescue, Water Rescue, Fire Boat Operation, Auto Extrication and/or the A.E.D. Program, that employee shall be paid one hour's pay for each shift or part shift that the employee so instructs. The Department may designate additional training programs to qualify pursuant to this provision.

### 5.6 Extra Shifts

- (a) Where an employee agrees to work or is required by the Corporation to work a part of a shift, a shift or shifts in excess of his scheduled work week, the employee shall, at the option of the Corporation, receive either an amount of time off equivalent to one and one-half (1½) times the number of such excess hours or pay at the rate of one and one-half (1½) times his regular hourly rate for such excess hours worked, with a minimum of three (3) hours' pay at the rate of one and one-half (1½) times his regular hourly rate;
- (b) In the event that an employee is required to attend at court for the purpose of giving evidence on a matter arising out of the performance of his duty as an

employee of the Corporation, he shall, at the option of the Corporation, receive either an amount of time off equivalent to one and one-half (1½) times the number of hours so spent, or he shall receive pay at the rate of one and one-half (1½) times his regular hourly rate for all hours so spent, with a minimum of three (3) hours at the rate of one and one-half (1½) times his regular hourly rate.

- (c) PROVIDED HOWEVER that if an employee does not receive all of the time off earned by him under this Article 5.6 by December 31 of the year following the year in which such time off was earned, the employee shall be paid in cash therefor based on his regular rate of pay in effect on December 31 of the year following the year in which such time off was earned.

#### 5.7 Call Out

- (a) Except as provided in Article 5.6, Article 5.7(b) or Article 5.9, 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 double his regular rate of pay for the entire period spent at his place of work in response to the call, with a minimum of three (3) hours at the rate of double his regular rate of pay; provided that triple the regular rate of pay will be paid when an employee is called out to work on a Statutory Holiday; otherwise, the same basic minimum contained in this Article shall be maintained.
- (b) An employee shall be paid at the rate of one and one-half (1½) times his regular hourly rate when reporting for work on the call of the Corporation for the purpose of attending a meeting of an administrative nature, but subject to the following conditions:
- (1) at least one (1) week's notice of the meeting date shall be provided;
  - (2) in the event a scheduled meeting date is postponed, at least one week's notice of the new meeting date shall be provided;
  - (3) the rate of one and one-half (1½) times the regular hourly rate shall be paid for the entire period spent at the meeting, with a minimum of three (3) hours at the rate of one and one-half (1½) times the regular hourly rate;
  - (4) the Corporation will be required to schedule the meetings by canvassing each employee concerned in advance in order to identify and thereby to attempt to avoid those off duty days which would be unduly inconvenient to the employee;
  - (5) each employee involved in any such scheduling effort will be expected to cooperate fully in the effort, but will not be subject to discipline for failure

to agree to meet on any day when he has a prior commitment of a personal nature;

- (6) nothing contained in this Article 5.7(b) shall be construed so as to interfere with the right of the Corporation to require an employee to report for work pursuant to Article 5.7(a) for the purpose of attending a meeting of an administrative nature or of any other kind, in which case neither the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular hourly rate nor any of the conditions set out in sub-sections (1) to (5) inclusive of this Article 5.7(b), shall apply.

#### 5.8 Overtime

An employee who is required to work overtime immediately following the completion of his regular shift, or immediately prior to his regular shift if such overtime is necessitated by a provincial or federal election, shall be paid at one and one-half ( $1\frac{1}{2}$ ) 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 Article 5.8, 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 Article 5.8, 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.

#### 5.9 Extra Shifts-Training

- (a) Where an employee is required to work a portion of an extra shift, for the purpose of relieving another employee who has been given leave of absence to attend any course of instruction away from his regular place of work, or for the purpose of attending an instructional or training exercise, then the employee shall, at the option of the Corporation, receive either an amount of time off equivalent to one and one-half ( $1\frac{1}{2}$ ) times the number of extra hours so worked or pay at the rate of one and one-half ( $1\frac{1}{2}$ ) times his regular hourly rate of pay for such extra hours. Any period of work which immediately follows, or which immediately precedes the employee's regular shift, will not be subject to any minimum period of compensation; and any other period of work will be subject to a minimum of three (3) hours at the rate of time and one-half.
- (b) PROVIDED HOWEVER that if an employee does not receive all of the time off earned by him under this Article 5.9 by December 31 of the year following the year in which such time off was earned, the employee shall be paid in cash

therefore based on his regular rate of pay in effect on December 31 of the year following the year in which such time off was earned.

## ARTICLE 6: BENEFITS

The Corporation will, in return for the plan outlined in Article 6.8(2), undertake full responsibility for, and after completion of six (6) months service by an employee pay full premiums for the Medical Services Plan of B.C., Extended Health Benefits Plan, Group Life Insurance Coverage and the Dental Care Plan.

### 6.1 Vacations

All employees covered by this agreement shall be entitled to paid annual vacations as hereinafter provided:

- (a) Those employees who are employed in the positions set forth in Group 1 of said Schedule "A" [which employees are hereinafter in this Article 6.1 referred to as "Group 1 employees"] shall be entitled to the following paid annual vacations:
  - (1) Group 1 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;
  - (2) in the first (1st) part calendar year of service, vacation will be granted on the basis of one-twelfth ( $\frac{1}{12}$ th) of eight (8) duty shifts for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked by 31 December;
  - (3) during the second (2nd) calendar year of service - eight (8) duty shifts;
  - (4) during the third (3rd) up to and including the tenth (10th) calendar year of service - twelve (12) duty shifts;
  - (5) 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 of the Group 1 employees - sixteen (16) duty shifts;
  - (6) during the twenty-first (21st) calendar year of service of the Group 1 employees - twenty (20) duty shifts;
  - (7) during the twenty-fourth (24th) and all subsequent calendar years of service - twenty (20) duty shifts.

- (b) Those employees who are employed in the positions set forth in Group 2 of the said Schedule "A" [which employees are hereinafter referred to as "Group 2 employees"] shall be entitled to the following paid annual vacations:
- (1) Group 2 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;
  - (2) in the first (1st) part calendar year of service, vacation will be granted on the basis of one-twelfthth ( $1/12^{\text{th}}$ ) of fourteen (14) calendar days for each month or portion of a month greater than one-half ( $1/2$ ) worked by 31 December;
  - (3) during the second (2nd) calendar year of service - fourteen (14) calendar days;
  - (4) during the third (3rd) up to and including the tenth (10th) calendar year of service - twenty-one (21) calendar days;
  - (5) during the eleventh (11th) up to and including the twenty-third (23rd) calendar year of service except during the twenty-first (21st) calendar year of service of the Group 2 employees - twenty-eight (28) calendar days;
  - (6) during the twenty-first (21st) calendar year of service of the Group 2 employees - thirty-five (35) calendar days;
  - (7) during the twenty-fourth (24th) and all subsequent calendar years of service - thirty-five (35) calendar days.
- (c) After the completion of twenty (20) years' service, twenty-eight (28) additional calendar days will be granted as annual leave, to be taken before the completion of twenty-five (25) years of service, at the option of the employee - and that a similar allowance be made at the completion of twenty-five (25) years' service and each subsequent five-year period thereafter; PROVIDED HOWEVER THAT:
- (1) when an employee who is entitled to additional leave under this Article 6.1(c) elects to take such leave, he shall make application to the Fire Chief within thirty (30) calendar days following the date of publication of the annual vacation schedule for the employees by the Department, stating the period when he will be absent on leave; any application for additional leave may be amended or changed by the applicant within the prescribed thirty (30) calendar-day period; any application for additional leave or any application to amend or change any application for additional leave made following the expiration of the prescribed thirty (30) calendar day period may be refused by the Fire Chief, if, in his opinion, the exigencies of the

Department necessitate such refusal, but such applications shall not be unreasonably refused by the Fire Chief;

- (2) long service leave may be taken from January 1st up to the end of the calendar year in which the qualifying anniversary occurs and maintaining the same principle each five (5) years thereafter, and that if an 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.
- (d) 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 ( $1/12^{\text{th}}$ ) of their vacation entitlement for that year for each month or portion of a month greater than one-half ( $1/2$ ) worked to the date of termination.

PROVIDED THAT:

- (e) "calendar year" for the purposes of this agreement shall mean the twelve-month period from 1 January to 31 December inclusive.
- (f) All vacations shall commence on the first duty shift after the employee's days off.
- (g) In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation.
- (h) Employees leaving on superannuation or upon leaving at reaching maximum retirement age are entitled to vacation as follows:
  - if retiring prior to 1 April, they receive half of the usual annual vacation;
  - if retiring 1 April or later, they receive the full annual vacation.

6.2 Annual Vacations While Acting in a Senior Capacity

- (a) An employee who is deemed by the Corporation and the Union to be acting continuously in a position or rank senior to that which he normally holds, on a year-round basis, shall be granted annual vacation, long service leave, and statutory holiday pay at the rate for such senior position or rank without regard for any temporary reversion by the employee to the position or rank which he normally holds.
- (b) Except as provided for in Article 6.2(a) above, where an employee acts in a position or rank senior to that which he normally holds, the Corporation shall as soon as possible following December 31 of each year, calculate the percentage of

time spent by the employee during the preceding year in the senior position or rank and shall pay to the employee an additional amount of salary, representing annual and long service vacation entitlement, based on the percentage difference between the vacation pay at his confirmed position or rank and vacation pay for the acting position or rank. (In the event that an employee is promoted midway through the calendar year, and at the time of promotion has already utilized his vacation entitlement, the following formula shall be applied as if he had not been promoted; in the event that such employee has at the time of promotion not yet utilized his vacation entitlement, and does not act in a higher capacity during the remainder of the calendar year, then this Article shall not apply).

This additional amount of salary shall be calculated in accordance with the following formula:

$$\frac{\text{Vacation Entitlement}}{\text{Total Year's Shifts} - \text{Vacation Entitlement}} \times \left[ \begin{array}{l} \text{No. of Shifts Worked} \\ \text{in Higher Rank} \end{array} \right] \times \left[ \begin{array}{l} \text{Differential between} \\ \text{Confirmed and} \\ \text{Acting Rank} \end{array} \right]$$

For purposes of the above-referenced formula, vacation entitlement is understood to be exclusive of Statutory Holiday entitlements.

### 6.3 Statutory Holidays

- (a) All Group 1 employees who have completed twelve (12) months' continuous service by 31 December shall receive in each calendar year in lieu of the eleven (11) statutory holidays set forth in Article 6.3(b) time equivalent to eleven (11) duty shifts and in addition thereto shall receive time equivalent to one (1) duty shift in lieu of any other statutory holiday declared by the Corporation, the Government of the Province of British Columbia or the Government of Canada to which employees covered by this collective agreement are entitled, all of which shall be taken immediately after [and without any time intervening] the annual vacations referred to in Article 6.1.

#### EXCEPT THAT:

- (1) any Group 1 employees who are hired after 1 January in any calendar year shall receive time equivalent to one (1) duty shift in lieu of each of the eleven (11) statutory holidays set forth in Article 6.3(b) which occur during their period of service in the calendar year in which they commence their employment and in addition thereto, such Group 1 employees shall receive time equivalent to one (1) duty shift in lieu of any other statutory holidays declared by the Corporation, the Government of the Province of British Columbia or the Government of Canada to which employees covered by this Collective Agreement are entitled and such holidays shall

be taken immediately after [and without any time intervening] the annual vacations referred to in Article 6.1;

- (2) any Group 1 employees who were hired prior to 1 January, 1975, and leave the service on superannuation or upon reaching maximum retirement age prior to 1 April in any calendar year shall receive time equivalent to five and one-half (5½) duty shifts in lieu of any statutory holidays to which they may have been otherwise entitled under this agreement and in addition thereto, such Group 1 employees shall receive time equivalent to one-half (½) of a duty shift in lieu of any other statutory holiday declared by the Corporation, the Government of the Province of British Columbia and the Government of Canada to which employees covered by this Collective Agreement are entitled and which occur during their period of service in the calendar year in which they retire;
  - (3) any Group 1 employees who were hired prior to 1 January, 1975 and leave the service on superannuation or upon reaching maximum retirement age on or after 1 April in any calendar year, shall receive time equivalent to eleven (11) duty shifts in lieu of any statutory holidays to which they may have been otherwise entitled under this Agreement, and in addition thereto, such Group 1 employees shall receive time equivalent to one (1) duty shift in lieu of any other statutory holiday declared by the Corporation, the Government of the Province of British Columbia and the Government of Canada to which employees covered by this Collective Agreement are entitled and which occur during their period of service in the calendar year in which they retire;
  - (4) any Group 1 employees who are hired after 1 January, 1975, and leave the service on superannuation or upon reaching maximum retirement age shall receive time equivalent to one (1) duty shift in lieu of each of the eleven (11) statutory holidays set forth in Article 6.3(b) which occur during their period of service in the calendar year in which they retire and in addition thereto, such Group 1 employees shall receive time equivalent to one (1) duty shift in lieu of any other statutory holiday declared by the Corporation, Government of the Province of British Columbia and the Government of Canada to which employees covered by this Agreement are entitled and which occur during their period of service in the calendar year in which they retire.
- (b) Subject to Article 6.3(c), Group 2 employees shall be entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day or any other day declared to be a statutory holiday by the Corporation, the Government of the Province of British Columbia or the Government of Canada,

## PROVIDED THAT:

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

## EXCEPT THAT:

whenever Christmas Day and Boxing Day fall on Saturday and Sunday respectively and the Government of Canada and the Government of the Province of British Columbia, or either of them, proclaim that such public holidays be observed on two (2) days other than Saturday and Sunday, then the days so proclaimed shall be read in substitution for such public holidays; but

if there is no such proclamation by either of such governments in respect of one of such public holidays, then the Corporation shall designate either the Friday immediately preceding such public holiday or the Monday immediately following the same as the day to observe such public holiday and the employees shall be entitled to a holiday with pay in lieu of such public holiday on the day so designated, or pay the employees in lieu of such public holiday at their respective regular rates of pay;

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

- (2) Notwithstanding anything contained in this Article 6.3(b) whenever one of the aforementioned public holidays, other than Christmas Day and Boxing Day, falls on a Saturday or Sunday, instead of having all the employees observe the public holiday on the same day, the Corporation may declare

both the Friday immediately preceding such public holiday and the Monday immediately following the same for the observance of such public holiday and such of the employees as shall be designated by the Corporation in such declaration shall be entitled to a holiday with pay in lieu of such public holiday on the Friday named by the Corporation and the remainder of the employees shall be entitled to a holiday with pay in lieu of such public holiday on the Monday named by the Corporation.

- (c) If a Group 2 employee, whose duties normally require him to work on public holidays, is required to work on any public holiday as provided for in Article 6.3(b) which falls on or is observed on any day from Monday to Friday inclusive, then he shall be paid his regular pay for the holiday and in addition thereto he shall be given compensating time off equivalent to one and one-half (1½) times the number of hours worked on that public holiday. If such employee is required to work on the day off given to him in lieu of a public holiday pursuant to the provisions of this Article 6.3(c), then in lieu of such holiday he shall be paid his regular pay for the holiday plus double the hourly rate of pay of the employee computed on the basis of his normal working hours for the hours worked on such day off. For the purposes of this Article 6.3(c), a public holiday does not include a holiday declared by the Corporation pursuant to Article 6.3(b)(2) unless the employee is entitled to that holiday with pay in lieu of a public holiday.
- (d) If a Group 1 employee whose duties normally require him to work on public holidays is required to work on any public holiday as provided for in Article 6.3(b), which falls on or is observed on any day from Monday to Friday inclusive, then in addition to the holiday to which he is entitled under Article 6.3(a), he shall be paid at the rate of fifty percentum (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 public holiday. For the purposes of this Article 6.3(d), a public holiday does not include a holiday declared by the Corporation pursuant to Article 6.3(b)(2) unless the employee is entitled to that holiday with pay in lieu of a public holiday.

#### 6.4 Medical Services Plan of B.C. and Extended Health Benefits Plan

All employees shall be entitled to be insured under the Medical Services Plan of B.C. and an Extended Health Care Plan which shall include an eye-glass option. The eye-glass option shall provide coverage of up to a maximum of \$250.00 claimable in any twenty-four (24) month period by each person covered.

#### 6.5 Dental Care Plan

The M.S.A. Dental Care Plan will be made available to all employees after completion of six (6) months' service in the form of 100% payment for Plan "A", 60% for Plan "B" and

50% for Plan "C". The lifetime maximum provided pursuant to the provisions of Plan 'C', available to employees and their dependents, shall be \$3,000.00.

#### 6.6 Group Life Insurance

- (a) The Group Life Insurance coverage for permanent employees and those temporary employees having six (6) months' service shall be calculated on the basis of \$2,000.00 of insurance for each \$1,000.00 of gross basic annual salary including service pay, which salary shall be computed to the next highest \$1,000.00.
- (b) The employee shall be entitled on retirement on pension to a reduced insurance coverage of \$1,000.00.

#### 6.7 Pension (Municipal) Act

- (a) Effective 2001 June 07, contributions to the Municipal Pension Plan (Superannuation) shall commence on the first of the month following an employee's date of hire.
- (b) The Corporation will pay two and one-half percent (2½%) of the salaries of all employees, and shall cause to be deducted from the salary of each employee a further two percent (2%) of salary; the total amount to be placed in the Municipal Superannuation Fund and recorded in the Retirement Annuity Account on such terms and conditions as may closely as possible reflect the agreement dated 5 September, 1950 between the Commissioner of Municipal Superannuation and the City of Vancouver. The Corporation's supplemental contribution will be credited to the employee's annuity fund account should he:
  - (1) retire;
  - (2) or his widow be entitled to disability, or death in service benefits after completing more than ten (10) years of service;
  - (3) terminate his employment after at least twenty (20) years of service;
  - (4) have his employment terminated by the Corporation for medical reasons.

Should the employee leave the service for any other reason prior to completing twenty years of service, the Corporation's supplemental contributions will be refunded to the Corporation.

- (c) Subject to the qualifying provision contained in Section 9(1) of the Pension (Municipal) Act, the Corporation agrees to participate in such contributions as are necessary to extend pensionable service of an employee covered by this Agreement up to a maximum of one (1) year. The said extension to represent that

time served by the employee in a probationary capacity with the Corporation which has not heretofore been considered as pensionable service. Such benefit to be subject to the following:

- (1) An employee must have a vested interest in the Municipal Superannuation Plan and have reached the age of minimum retirement in order to qualify.
- (2) An employee who wishes to take advantage of this benefit must give at least 6 months notice in advance of the contemplated retirement date and make such arrangements as are necessary at that time regarding his own contributions.

#### 6.8 Sick Leave Plan

- (1) A Sick Pay Plan based on the following shall apply to all employees covered by this Agreement.
  - (a) No sick leave with pay shall be granted except after six (6) months' continuous service in the employ of the Corporation.
  - (b) Sick leave of the number of hours equivalent to 10 working days shall be credited semi-annually on 30 June and 31 December commencing with the completion of the first six months of service at which date the number of hours equivalent to 10 working days credit shall be given.
  - (c) Sick Leave entitlement at a given date shall be the accumulated credit at the last semi-annual date less any sick leave with pay taken subsequent to that date. Note: When sick credits are exhausted, no further credits are posted to an employee's record unless he returns to duty for at least the number of hours equivalent to four (4) duty shifts for Group 1 employees and for the number of hours equivalent to one (1) work week for Group 2 employees.
  - (d) Sick Leave for regular part-time employees after six months' service shall be in the same proportion as the time worked.
  - (e) When Sick Leave is earned for a period of less than six months, a month shall be equivalent to the number of hours equivalent to 1½ days and no credit shall be given for a part of a month.
  - (f) Sick Leave may be accumulated to a maximum number of hours equivalent to 261 working days.
  - (g) A deduction shall be made from accumulated sick leave credit of all hours absent with pay due to illness except those resulting from an accident on

the job for which the employee is covered by Workers' Compensation payments.

However, deductions shall be made if the injury is not covered by W.C.B. solely because time absent is less than the qualifying period. Note: See Article 6.9(2) for non-effect on gratuity benefits.

Employees who are compelled to report off duty during their work day due to illness, will be deducted sick leave to the nearest hour.

- (h) The initial accumulative net credits at the time of installation of the Plan shall be the accumulated credits in effect immediately prior to the said date of installation, i.e. the number of hours equivalent to those working days accumulated by each employee under the Corporation's 1974 Sick Leave Plan.
- (i) Any person requesting sick leave with pay may be required to produce a certificate from a duly qualified medical practitioner licensed to practice in the Province of British Columbia certifying that such person is unable to carry out his duties due to illness.
- (j) Full sick leave credits will be given for absence in the following circumstances:
  - (.01) Accident on job [Workers' Compensation case].
  - (.02) Leave due to illness, either with or without pay.
  - (.03) Leave for active service in Armed Forces.
- (k) No credit will be given in the following circumstances:
  - (.01) Leave with or without pay for reason other than illness.
  - (.02) Suspension without pay.

Note: Normal sick leave credits will be reduced for absences in excess of one (1) month, and such reduction shall be 1/12 of annual credits for each excess month or portion of a month greater than one-half.

- (2) (a) The Union will undertake responsibility for the hours equivalent to the first six shifts of any non-occupational illness or injury. The Union's members will contribute a percentage of their base salary each month to a fund from which will be paid benefits for authorized sick leave absences equal to their regular base salary net of income tax deductions and

superannuation [including supplementary superannuation] contributions. The amount of such contributions shall be determined by the Union. In any case where an employee returns to duty following a period of such illness or injury and subsequently is absent for a reason deemed by a physician to be chosen 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.

- (b) Sick leave payments for any non-occupational illness or injury referred to in Article 6.8(2)(a) will be by separate cheques drawn upon the Union Sick Leave Fund, unless the Corporation determines that there is a more convenient way of making payments. In any event, the Corporation will undertake responsibility for providing the data required for calculating such sick leave payments.
- (c) The Corporation shall make normal employer contributions to the Municipal Superannuation Fund on behalf of employees who are on sick leave benefits covered by the Union's Sick Leave Plan, that is, those employees who receive payment from the Union for the number of hours represented by their first six duty shifts of sick leave.

## 6.9 Gratuity Plan

### (1) How Accumulated

- (a) A credit of the number of hours equivalent to three (3) duty shifts per annum shall be given for each year of service or for part of a year a credit of hours equivalent to one (1) day for each four (4) months of service, which may be accumulated to a maximum number of hours equivalent to 120 duty shifts.
- (b) For the period from 1995 January 01 to and including 1995 December 31, instead of being entitled to the benefits and subject to the conditions contained in Subsection (1)(a) of Article 6.9, each employee shall be credited with the number of hours equivalent to one (1) working day for each four (4) months. In addition, any employee who is not absent on sick leave at all during 1995, shall be entitled to the number of hours equivalent to one (1) additional day's credit, thereby making a total of the number of hours equivalent to four (4) working days' credit for each year in the event an employee is not absent on sick leave during the year.

Commencing at 11:59 p.m. on 1995 December 31 the employees shall again be bound by the provisions of Subsection (1)(a) of Article 6.9 unless on or before 1996 March 31 the Corporation and the Union agree in

writing to reinstitute the provisions of Article 6.9(1)(b) herein for a further period.

(2) Deduction

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

In circumstances where an injury is not covered by the Workers' Compensation Board solely because the employee is off work for less than the qualifying period, time off shall be considered as sick leave. For the purpose of this clause a deduction shall be made from his accumulated sick leave credits but this deduction shall not affect his gratuity benefits.

- (b) From 1995 January 01 to and including 1995 December 31, instead of being entitled to the benefits and subject to the conditions contained in Subsection (2)(a) of Article 6.9, deductions shall not exceed the number of hours equivalent to one (1) working day in any one (1) four-month period or for any one (1) illness.

Further, it is understood and agreed between the parties that for the term of this Collective Agreement, any absence(s) which cumulatively throughout the calendar year do not exceed the equivalent of one-half ( $\frac{1}{2}$ ) of a duty shift (calculated for purposes of this Article 6.9(2)(b) as being six (6) hours in the instance of Group 1 employees and three and one-half ( $3\frac{1}{2}$ ) or four (4) hours as the case may be in the instance of Group 2 employees) shall not result in the loss of the fourth (4th) gratuity day provided pursuant to Article 6.9(1)(b) above.

Commencing at 11:59 p.m. on 1995 December 31, the employees shall again be bound by the provisions of Subsection (2)(a) of Article 6.9, unless on or before 1996 March 31 the Corporation and the Union agree in writing to reinstitute the provisions of Article 6.9(2)(b) herein for a further period.

(3) Establishment

- (a) Those employees who were in the service of the Corporation at 11:59 p.m. on 31 December, 1974 shall have their initial net credits determined by reference to the attendance records for their past six (6) years' employment

with the Corporation, and by crediting each employee with the number of hours equivalent to the number of days which he would have received if the Plan had been in effect since 1 January, 1969.

- (b) New employees commence accumulating from their effective date of employment, but receive no credits until the completion of six (6) months' service.

(4) 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 hours that he has accumulated, PROVIDED HOWEVER THAT:

- (a) The minimum gratuity leave which shall be taken shall be the number of hours equivalent to four (4) days and the maximum leave shall be the number of hours equivalent to twenty (20) days. Only one period of gratuity leave may be taken in a calendar year.
- (b) Not more than one employee may be absent on gratuity leave at any one time.
- (c) An employee's right to gratuity leave shall be subject at all times to the exigencies of the Department and to the discretion of the Fire Chief.
- (d) An employee who takes leave under this Article 6.9(4) and who terminates his employment for any reason prior to the completion of ten (10) years' continuous service shall repay the Corporation the number of hours' gratuity leave so taken.

(5) Payment in Cash

- (a) Subject to the provisions of paragraph (f) of this Article 6.9(5) an employee or his estate [as the case may be] shall be entitled to payment in cash for gratuity hours 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 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 hours that he has accumulated up to and including the year in which such election is made, and the employee shall be paid therefore on a regular pay day following January 15 in the next following calendar year, such pay day 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 Article 6.9(5)(b) 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.

- (c) An employee who terminates his employment for any reason after completing not less than ten (10) years of continuous service, shall be entitled to be paid in cash for all gratuity credits accumulated up to the date of his termination of employment.
- (d) Payment of the amount of gratuity, or any part thereof calculated as of the termination date of service with the Corporation may, with an employee's consent, be delayed for a period not exceeding twelve months. If an employee desires to delay the payment of any of his gratuity he shall notify the Personnel 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 a rate to be determined from time to time by the Municipal Treasurer.
- (e) An employee's rate of pay is arrived at in accordance with the following calculations:
 

Annual salary:	Twelve (12) times negotiated monthly salary.
Bi-weekly rate:	Divide annual salary by 26.089 pay periods.
Daily rate:	For purposes of this Article 6.9, the daily rate is arrived at by multiplying the employee's monthly salary by twelve to obtain the yearly rate and dividing by 182.625 for Group 1 employees and by 260.89 for Group 2 employees.
Hourly rate:	Divide bi-weekly rate by two times (2x) weekly hours.
- (f) Any employee hired before 1 January, 1965, upon retiring with a minimum of twenty (20) years of service, shall receive no less than one (1) month's salary as gratuity pay.

#### 6.10 Subrogation

Effective 2001 June 07:

The Employer is subrogated to the rights of an employee who has received Sick Leave benefits, pursuant to Article 6.8 of this Collective Agreement, against any third party liable to that employee for damages, and may bring an action against the third party in the employee's name to recover the wages and/or benefits paid by the Employer. Where a claim for damages is made to the courts, the employee or his or her representative shall request the presiding judge, or judge and jury, to specify the amount of any award plus interest which is attributable to recovery of wages and benefits paid while in receipt of Sick Leave benefits.

Upon reimbursement of the wages and/or benefits, the Employer shall reimburse the Sick Leave Plan the amount of money paid out of the Plan in proportion to the total amount of money the employee reimburses the Employer for wage loss and/or benefits, and in addition the number of days which the employee would have earned under the Gratuity Plan but for the disability giving rise to the claim. This provision includes actions or claims made to ICBC.

#### 6.11 Workers' Compensation and Sick Leave Payments

- (a) Where an employee suffers from a disease or illness or incurs personal injury [which disease, illness or injury is hereinafter called "the disability"] and he is entitled to compensation therefore under the Workers' Compensation Act, he shall not be entitled to use his sick leave credits for time lost by reason of any such disability.
- (b) All monies received by an employee by way of compensation for loss of wages under the said Act shall be paid to the Corporation in return for which the Corporation shall pay the employee the full amount of his wages to which he would have been otherwise entitled but for a disability suffered or incurred by him aforesaid.
- (c) Notwithstanding Subsection 6.11(b) above, all monies received by an employee by way of compensation for loss of wages under the said Act shall be paid to the Corporation in return for which the Corporation shall pay the employee his normal net take-home pay (as opposed to regular gross pay).

In the event that an employee was acting in a higher capacity (pursuant to the provisions of Article 5.4) 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 the provisions of Subsection (d) of Article 6.3.

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

#### 6.12 Clothing

- (a) For every employee covered by this agreement, the Corporation will on successful completion of probation, order a complete uniform and thereafter will make issue as follows:

1. Group 1 (Including Group 2 Mechanics)

	<b>Annually</b>	<b>Biennially</b>	<b>Quinquennially</b>	<b>Septennially</b>	<b>Decennially</b>
Trousers	2 pair				
Tunic				1 only	
Work Jacket (note 2)		1 only			
Cold Weather Coat			1 only		
Uniform Raincoat					1 only
Cap		1 only			
Leather Boots	1 pair				
Work Shirt (long sleeve) (note 1)	2 only				
Work Shirt (short sleeve) (note 1)	2 only				
Dress shirt			1 only		
Tie	1 only				

Note 1: Work shirts shall be of cotton manufacture.

Note 2: Except when upon successful completion of probation at which time two (2) shall be issued.

2. Group 1 Fire Alarm Operators

	<b>Annually</b>	<b>Biennially</b>	<b>Quinquennially</b>
Trousers	2 pair		
Tunic		1 only	
Uniform Raincoat			1 only
Cap		1 only	
Leather Oxfords	1 pair		
Dress shirt	4 only		
Tie	1 only		

3. Group 2 Fire Prevention, Pre-Plan and Training Office Members

	<b>Annually</b>	<b>Biennially</b>	<b>Quinquennially</b>
Trousers	2 pair		
Tunic (note 3)	1 only		
Work Jacket (note 3)			
Uniform Raincoat		1 only	
Cap	1 only		
Leather Oxfords	1 pair		
Dress shirt*	4 only		
Tie	1 only		

\* Group 2 Dress shirts shall be of cotton manufacture.

Note 3: Tunic issued in alternate years with work jacket, commencing in 1979. (e.g. 1979 - work jacket, 1980 - tunic, etc.)

4. All clothing referred to in Article 6.12(a) above shall remain the property of the Corporation and shall be returned to the Corporation by every employee leaving the service of the Corporation excepting only those employees retiring on superannuation.
- (b) The Corporation will also provide every employee covered by this agreement whose duties include the fighting of fires (see note 4) with any equipment as may be recommended by the Fire Chief and approved by Council in addition to the following:
    - (i) Rubber boots
    - (ii) Helmet
    - (iii) Turn out pants (note 5)
    - (iv) Service coat
- Note 4: All such equipment shall be returned to the Corporation when the employee ceases to perform such duties.
- Note 5: Turn out pants shall be flame-resistant, high visibility "Nomex" type material that will meet the standards imposed by W.C.B. Regulations. The issue shall be phased in as necessary to replace the present equipment.
- (c) If the parties mutually agree during the term of this agreement to revise the items of clothing referred to in Article 6.12(a), then the same shall be amended accordingly.
  - (d) The parties mutually agree that any changes in the articles of clothing referred to in this Article 6.12 shall be finally and conclusively agreed upon and reported to the Corporation Purchasing Department by 1 October in each year. The Corporation agrees that the call for tenders in respect of such changes in articles of clothing shall be made in time to permit the necessary contract or contracts to be let by December in the same year such report is made. The Corporation will make every effort to ensure that employees receive their annual clothing issue not later than July 01 of the issue year.

#### 6.13 Uniform Cleaning

- (a) The Corporation shall pay for the cleaning of the following items of clothing issue for all employees who are required to wear a uniform in the performance of their duties, in accordance with the maximums specified:

- 1 work or dress shirt per working shift;
  - 1 pair trousers per 2 working shifts; and
  - 1 work jacket, tunic, cold weather coat or raincoat per working month.
- (b) The Corporation shall designate a cleaning establishment or outlet within the District of North Vancouver which will be authorized to perform cleaning for employees as set out under Section 6.12(a) above.
- (c) Uniform items cleaned pursuant to Section 6.12(a) above shall be both deposited at and retrieved from the designated cleaning establishment by the employee or by his designate, while off duty, in accordance with the administrative procedures established by the Corporation from time to time.
- (d) For purposes of Section 6.12(a) above, an extra shift for which the employee reports for duty shall qualify as a 'working shift'.

#### 6.14 Compassionate Leave

- (a) Effective 2001 June 07:

Emergency leave in the case of the death of an employee's wife, husband, common-law spouse, child, ward, brother, sister, parent, guardian or other relative if living in the employee's household may be granted without loss of pay for a period not to exceed three (3) working days. Emergency leave in the case of the death of a parent-in-law or grandparent may be granted without loss of pay for a period not to exceed one (1) working day. Emergency leave in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or grandparent, may be granted without loss of pay for a period not to exceed three (3) working days inclusive of the one (1) day mentioned above.

- (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 two (2) working days.
- (c) Requests for leave under this Article shall be submitted to the Fire Chief who will determine and approve the number of days required in each case.

- (d) An employee who qualifies for emergency leave without loss of pay as referred to herein may be granted such leave when on annual vacation if approved by the Fire Chief. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Fire Chief, an employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered herein.

#### 6.15 Maternity and Parental Leave

##### (a) Length of Leave

###### 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 leave 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.

###### 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.

###### 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) 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.
- (4) 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.
- (5) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her 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 use sick leave during the period of leave.
- (2) Notwithstanding paragraph (d)(1), an employee on maternity leave or parental leave who has notified their Department Head of their intention to return to work pursuant to paragraph (b)(3) 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 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:
  - (i) For the first six (6) weeks, which includes the two (2) week Employment Insurance waiting period; and

- (ii) 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 a 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.
- (g) Protection of the Unborn Child

Upon the request of a pregnant employee, the Employer shall endeavor to temporarily transfer the employee out of the Suppression Division for the duration of the pregnancy; in any event, the employee shall be relieved of Suppression duties. The employee shall not suffer any loss of pay or benefits during the time of temporary transfer or relief.

In the event a pregnant employee has not requested a temporary transfer as outlined in the paragraph above, and if in the opinion of the Fire Chief, is no longer able to effectively perform their duties as a direct result of the pregnancy, the Employer reserves the right to temporarily transfer the pregnant employee until termination of the pregnancy. An employee shall suffer no loss of pay or benefits during the temporary transfer.

#### 6.16 Absence from Duty of Union Officials

The Corporation agrees that where it is necessary for members of the Union's Executive to temporarily leave their employment for purposes of processing grievances pursuant to Subsections (a) and (b) only of Article 7.1, the Corporation shall ensure that a maximum of two (2) such members shall suffer no loss of pay for the time so spent. (Compensation for all time spent by Union members processing grievances pursuant to Subsection (d) of Article 7.1 shall be the responsibility of the Union.) Permission for such absence is at the discretion of the Fire Chief.

#### 6.17 Occupational Health Plan

All employees shall enjoy the benefit of the Occupational Health Plan which is in force in the Corporation Fire Department.

#### 6.18 Supplies

The general conditions covered by the 2 March, 1955 letter - subject "Supplies" - shall continue in full force and effect for the duration of this Agreement.

### ARTICLE 7: GRIEVANCE AND ARBITRATION PROCEDURES

#### 7.1 Grievance Procedure

Any difference concerning the dismissal, discipline, or suspension of an employee or the interpretation, application or operation of this agreement, or concerning any alleged violation thereof, including any question as to whether any matter is arbitrable, shall be finally and conclusively settled without stoppage of work, in the following manner:-

- (a) Any dispute arising out of matters covered by this Agreement shall be taken up with the Fire Chief.
- (b) If the alleged grievance is not settled within 7 days of being referred to the Fire Chief, the matter shall be referred to the Municipal Manager, who shall arrange for meetings with the Union within 7 days from receipt of such request.
- (c) Any dispute (as defined in the Labour Relations Code) with respect to matters not covered by the terms of this agreement shall, during the term of this agreement, be the subject of collective bargaining between the Union and the Employer as represented by its Municipal Manager.
- (d) If no settlement is reached with the Municipal Manager within 7 days, then the grievance shall be finally and conclusively settled without stoppage of work by submission to a Board of Arbitration.

#### 7.2 Arbitration Procedure

Effective 2001 June 07:

- (a) When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party to the agreement its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both parties. Should either

party not agree to submit the dispute to a single arbitrator, both parties shall then have seven (7) days to name their appointee pursuant to (b) of this Article.

- (b) A Board of Arbitration shall consist of three (3) persons, one to be chosen by each party and 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) 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 party shall bear the expenses of the arbitrator appointed by such party and shall pay half the expenses of the chairman.

## ARTICLE 8: GENERAL PROVISIONS

### 8.1 Changes Affecting the Agreement

The Corporation agrees that, wherever practicable, any reports or recommendations to be made to Council dealing with matters covered by this agreement will be communicated to the Union in sufficient time to afford the Union reasonable opportunity to consider them and, if necessary, to protest them when the matter is dealt with by Council.

### 8.2 General Conditions

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

### 8.3 Mini-Pumper

The manning and deployment of the Mini-Pumper which is shortly to be brought into service by the Fire Department shall be the subject of discussion between the Union and the Fire Chief. The Union and the Corporation will make every effort to conclude these discussions no later than 1981 September 30.

### 8.4 Training Committee

The Union and the Corporation agree to establish a joint committee during the life of this Collective Agreement for the purpose of discussing the training of firefighters, including both training provided at the Departmental level and training available externally through the auspices of other agencies.

#### 8.5 Safety Officers

A Safety Officer shall be appointed at any incident where two (2) or more apparatus are engaged on scene at a confirmed rescue, fire or motor vehicle accident and shall receive Lieutenants' rate of pay for all hours worked while designated as a Safety Officer.

#### 8.6 Schedules

Schedule "A" (Pay Rates), Schedule "B" (Joint Committee Terms of Reference) and Schedule "C" (Letter of Understanding re Temporary Employees) are attached to and form a part of this Collective Agreement.

IN WITNESS WHEREOF the Corporation has caused these presents to be sealed with the common seal of the Corporation of the District of North Vancouver and signed by the Mayor and the Municipal Clerk, and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf, as of the day and year first above written.

SEALED with the Common Seal of the Corporation of the District of North Vancouver and signed by:

Signed on behalf of the Union:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
1<sup>st</sup> Vice-President

\_\_\_\_\_  
Date

\_\_\_\_\_  
2<sup>nd</sup> Vice-President

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Membership Registrar

\_\_\_\_\_  
Date

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVERSCHEDULE "A" - PAY RATES (FIREFIGHTERS LOCAL 1183)1997 January 01 - 1999 December 31

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

<u>Classification</u>	<u>Established % Differential</u>		<u>Monthly Pay Rates</u>		
	<u>Firefighter</u>	<u>Officer</u>	<u>A</u>	<u>B</u>	<u>C</u>
<u>Group 1:</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
*	102	100	4705	4844	4987
LIEUTENANT		112	5270	5425	5585
CAPTAIN		122	5740	5910	6084

(\* - On completion of the 10th calendar year of service)

NOTE: Fire Alarm Operator - same grades as Firefighter.

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A-2.

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

<u>Classification</u>	<u>Established % Differential</u>		<u>Monthly Pay Rates</u>		
	<u>Firefighter</u>	<u>Officer</u>	<u>A</u>	<u>B</u>	<u>C</u>
<u>Group 2:</u>					
FIRE MECHANIC: 1st 6 months		100	4705	4844	4987
2nd 6 months		105	4940	5086	5236
2nd year		110	5176	5328	5486
CAPTAIN FIRE MECHANIC		122	5740	5910	6084
CAPTAIN - ASSISTANT TRAINING OFFICER		122	5740	5910	6084

NOTE: Fire Prevention Inspector - same grades as Firefighter.  
 Fire Prevention Officer - same as equal rank Firefighter Officer.  
 Fire Pre-Plan Officer - same as equal rank Firefighter Officer.

Experience of Firefighters and Fire Prevention Inspectors shall be credited in respect of all experience gained in any such capacities with the Corporation Fire Department; e.g., a Fire Prevention Inspector who has two years' experience as a Firefighter shall be paid at the rate provided as 'Fire Prevention Inspector' third year.

\* Applicable to Firefighters and Fire Prevention Inspectors having experience as firefighters with the District of North Vancouver Fire Department after such employees have completed ten (10) calendar years of service in the Department; such rate shall be paid to them for as long as they continue to hold these respective ranks. Where such employees act in the rank of Lieutenant or Fire Prevention Lieutenant they shall be paid at the appropriate rate for the higher rank.

The monthly salaries for Firefighters in the following ranks namely, 3rd, 2nd years and 1st and 2nd - 6 months, have been adjusted to maintain their established percentage differentials based on the monthly salaries for the 4th year Firefighter.

The monthly salaries and salary scales for all employees in Group 1 and Group 2 of this schedule other than Firefighters, Fire Prevention Inspectors and Fire Alarm Operators have been adjusted to maintain their established percentage differentials based on the rate for a Firefighter having completed ten (10) calendar years of service.

For the purpose of this Schedule "established percentage differential" means the percentage differentials as shown in Schedule "A".

The four senior Firefighters in the Officers' Pool shall for all compensation purposes (including all time off provisions such as vacation leave, sick leave and gratuity leave) be deemed to be acting as Lieutenants on a continuous year-round basis. It is understood and agreed that as these are not confirmed Lieutenant positions, they shall not be replaced as Lieutenants during any period of absence from duty.

## SCHEDULE "B"

### LETTER OF UNDERSTANDING

It is agreed between the Corporation of the District of North Vancouver and I.A.F.F. Local 1183 that with respect to the treatment of Temporary Employees in the Fire Department the following terms and conditions shall apply:

#### Article 3 - Union Security

All Temporary Employees shall be covered by the Union's Certificate of Bargaining Authority from the date of commencement of employment and shall commence payment of dues by payroll deduction effective on the first day of the month coincident with, or next following, the date of appointment. Deductions shall continue to be made in all subsequent bi-weekly pay periods in which the Temporary Employees have actually worked.

#### Article 4 - Working Conditions

##### 4.1 Hours of Work

##### Group 1 - Firefighters

During the initial training period or any subsequent training/certification period the hours of work for temporary Firefighters for periods of work assigned shall be the same as for the Group 2 mechanical staff - forty hours per week. Following the initial training period, the hours of work for temporary Firefighters shall be a ten hour day shift and/or a fourteen hour night shift for a minimum of four shifts. Temporary Employees will be given a minimum of 24 hours' notice whenever possible. Less than 24 hours' notice shall not be the norm but the extreme exception.

##### Group 2 - Mechanical Staff

Temporary Fire Mechanics will work the same daily and/or weekly hours as that set out for regular full-time Fire Mechanics.

#### Article 4.3 - Probationary Period

##### Probationary Period

Temporary Firefighters will be subject to a probationary period of no longer than fourteen calendar months following the commencement of the initial training period. The criteria for evaluation to be used and the exam process is the same as for regular full-time Firefighters. Upon hiring, the Corporation will confirm in writing to the Temporary

Employee a commitment to employ them on a regular full-time basis subject to successful completion of the probationary period and a position becoming available. The Corporation may conclude the performance evaluation period earlier than the fourteen months identified above (i.e. after only six accumulative months of service). Consistent with the Collective Agreement, the Temporary Employee's employment may be terminated at any time if the employee proves to be unsuitable for employment.

#### Seniority

Seniority, holiday benefits and other perquisites referable to length of service shall be retroactive to the appointment date following six accumulative months of service. The original appointment date will be advised once the employee is appointed regular full-time to reflect actual accumulative service. If more than one temporary Firefighter is hired at the same time they will be ranked by the Department and informed of their relative position. If in the opinion of the Fire Department, the candidates are relatively equal, age shall be taken into consideration as a factor in establishing such ranking.

#### Article 4.6 - Residence Regulations

Temporary Employees must meet the residency requirement prior to the completion of the probationary period.

#### Article 4.7 - Telephone

Temporary Employees must meet the residential telephone requirements at the time of their initial appointment.

#### Article 5.1 - Remuneration

Progression in the remuneration scale contained in Schedule "A" shall be based on the accumulation of the equivalent number of shifts worked (i.e. movement from first six months to second six months occurs after completion of 92 shifts worked). Once the Temporary Employee is appointed to a regular full-time position progression in the scale will thereafter be consistent with the revised appointment date.

#### Article 5.2 - Service Pay

The revised date of appointment, determined when the Temporary Employee is appointed to a regular full-time position, will be used as the date for triggering service pay entitlement.

Articles 5.6 - Extra Shifts, 5.7 - Callout, and 5.9 - Extra Shifts--Training

Articles 5.6, 5.7 and 5.9 of the Collective Agreement do not apply to Temporary Employees.

Article 6.1 - Annual Vacation

Temporary Employees shall receive 4% annual vacation pay upon layoff or at the end of a calendar year during their first two calendar years of employment. Should temporary service be continuous immediately prior to the employee being appointed to a regular full-time position, entitlement will be based on the revised appointment date and the calendar year in which the revised date occurs. All subsequent annual vacation entitlements will be based on the revised appointment date.

Article 6.3 - Statutory Holidays

During the first two calendar years of employment Temporary Employees will be entitled to statutory holiday pay for those statutory holidays set out in the Collective Agreement providing they have worked the sets of shifts during or immediately preceding and following the statutory holiday. Temporary Firefighters working on a statutory holiday will be entitled to a 50% premium for actual hours worked on the statutory holiday.

Article 6.4 - Medical Services Plan and Extended Health Benefit

Temporary Employees may enroll in the Medical Services Plan and the Extended Health Benefits Plan at 100% employee cost on the first day of the month following their initial appointment. Following six accumulative months of service the Corporation will pay 100% of the health plan premiums providing the employee works a minimum of eight shifts (10 days) during the calendar month. Temporary Employees working less than eight shifts (10 days) during a calendar month may prepay 100% of the premium cost to ensure that they remain covered during the temporary period of layoff. In instances where the Corporation has paid premiums in anticipation of continued employment which does not materialize the Temporary Employee will subsequently reimburse the Corporation.

Article 6.5 - Dental Care and Article 6.6 - Group Life Insurance

Temporary Employees may enroll in the Dental or the Group Life Insurance Plans at 100% Corporation expense following six accumulative months of service. Dental and Life Insurance premiums will be paid 100% by the Corporation in subsequent months providing the employee works a minimum of eight shifts (10 days) during each calendar month. Temporary Employees working less than eight shifts (10 days) during a calendar month may prepay 100% of the premium cost to ensure that they remain covered during their temporary period of layoff. In instances where the Corporation has paid premiums in anticipation of continued employment

which does not materialize the Temporary Employee will subsequently reimburse the Corporation.

#### Article 6.7 - Pension (Municipal) Act

Temporary Employees shall be enrolled in the Pension (Municipal) Act following 6 months of accumulative service.

#### Article 6.8 - Sick Leave Plan

Temporary Employees accumulate sick leave credits on a prorata basis providing they have worked at least 8 shifts (10 days) per calendar month but are not entitled to use sick leave until they have accumulated six months of service. During extended temporary periods of layoff Temporary Employees do not accumulate sick leave credits but retain those they have already earned for subsequent use. Sick leave credits may be used by Temporary Employees only for those shifts scheduled by the Employer for the Temporary Employee to work.

#### Article 6.9 - Gratuity Plan

Temporary Employees may accumulate gratuity credits only if they work continuously during the entitlement period used (i.e. the entire year or an entire four month entitlement period such as January - April). Temporary Employees shall receive no gratuity credits until they have completed the equivalent of six months' service. For the purposes of Articles 6.9(4)(d) and 6.9(5)(a), (b) and (c) the revised appointment date shall be used to determine the years of continuous service.

#### Article 6.11 - Workers' Compensation Benefits

Temporary Employees suffering injuries on the job which are covered by the Workers' Compensation Act will receive full salary from the Corporation for scheduled shifts on which the employee cannot work as a result of the injury or disability on the understanding that the employee will pay to the Corporation any monies received from the WCB for the missed shifts. If the disability extends into a layoff period the Temporary Employee will receive wages directly from the Workers' Compensation Board.

#### Article 6.12 - Clothing

Temporary Employees will be issued all necessary turnout protective clothing at the time of initial appointment. Certain uniform issue (i.e. 1 pair of pants, two shirts and one pair of boots) as agreed between the parties will be issued at the time of initial appointment and will form part of the annual uniform issue which the employee is entitled to after six accumulated months of service. For the purposes of subsequent entitlements uniform clothing will be issued in

accordance with the Collective Agreement and based on the revised appointment date determined at the time of appointment to a regular full-time position.

Article 6.14 - Compassionate Leave

Temporary Employees may be granted compassionate leave for scheduled shifts following the accumulation of six months' service.

Article numbers cited above refer to the relevant Article found in the Collective Agreement. Temporary Employees are not entitled to either lesser or greater recognition for actual service than that received by regular full-time Fire Department employees represented by I.A.F.F. Local 1183, except as specifically agreed to by the parties in this Letter. When the treatment of Temporary Employees is the same as for Regular Full-Time Employees (i.e. access to grievance procedure) reference to Collective Agreement provisions have not been included in this Letter.

Signed this 8th day of March, 1989

ON BEHALF OF THE CORPORATION OF  
THE DISTRICT OF NORTH VANCOUVER:

ON BEHALF OF I.A.F.F. LOCAL 1183:

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APPENDIX 1LETTER OF UNDERSTANDING

between the

DISTRICT OF NORTH VANCOUVER  
(hereinafter called “the Corporation”)

and the

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
NORTH VANCOUVER FIRE FIGHTERS’ UNION, LOCAL 1183  
(hereinafter called “the Union”)

It is agreed between the Corporation and the Union that this Letter of Understanding shall be appended to and form a part of the current Collective Agreement, and that with respect to the issues of Shift Strength, the Relief Pool, Shift Exchange, Long Service Leave, Deferred Vacation Payout, and Retirement Incentive, the terms and conditions contained herein shall take precedence over any related provision in the body of the Collective Agreement. This Letter of Understanding shall be in full force during the term of the current Collective Agreement, and thereafter during the period of bona fide collective bargaining between the parties for a renewal of the current Collective Agreement, notwithstanding that negotiations may extend beyond the expiry date of the Collective Agreement. The renewal of this Letter of Understanding, or as amended, will be a matter for the parties to agree upon concurrent with collective bargaining for renewal of the current Collective Agreement and all subsequent renewal Collective Agreements. It is further understood and agreed between the parties that in the event that during collective bargaining for any subsequent Collective Agreement, the parties fail to agree in writing to renew or amend the provisions of this Letter of Understanding, then this Letter of Understanding shall immediately cease to exist and have no further force or effect.

**A. SHIFT STRENGTH**

The Corporation shall maintain regular shift strength at the following levels except where unforeseeable events render this intent unreasonable:

Station #1 – Lynn Valley	7 Fire Fighters, inclusive of a Lieutenant & Captain
Station #2 – Lynnmour	4 Fire Fighters, inclusive of a Captain
Station #3 – Montroyal	4 Fire Fighters, inclusive of a Captain
Station #4 – Deep Cove	4 Fire Fighters, inclusive of a Captain
Station #5 –Norgate	4 Fire Fighters, inclusive of a Captain

**TOTAL SHIFT STRENGTH      23 SUPPRESSION STAFF**

**B. RELIEF POOL**

The four (4) least senior Fire Fighters shall make up the Relief Pool for 1996 and 1997; thereafter the number in the Relief Pool shall be increased to a maximum of eight (8) least senior Fire Fighters. This increase to the Relief Pool to be achieved only by means of “new-hires”.

Fire Fighters in the Relief Pool shall not be bound by the Hours of Work provisions of the Collective Agreement and the Fire Department Act but shall instead be governed by the following:

- 1) The members shall be assigned from the Relief Pool to a regular platoon on the basis of seniority. ‘Seniority’ shall be that date which is established at the completion of the probation period.
- 2) The four (4) Relief Pool members ( increasing to a maximum of eight per paragraph one above) shall work three hundred and thirty-six (336) hours over each of their respective and successive fifty-six (56) day cycles. For purposes of this provision there may be up to four (4) separate and distinct fifty-six (56) day cycles, i.e. one for each platoon (rather than a single cycle covering all 4 platoons).
- 3) Members required to work the schedule set out under (2) above shall be assigned to a fifty-six (56) day cycle and may be required to work up to a maximum of three hundred thirty-six (336) hours within that cycle at straight-time rates, subject to the following:
  - a) wages and benefits will remain consistent with current practices, i.e. eighty-four (84) hours’ pay at straight-time per bi-weekly pay period; and
  - b) the Corporation will assign Relief personnel to a platoon for the purpose of providing relief for paid time off benefits and, in so far as is possible, their work schedule will reflect the regular hours of work of that platoon.
- 4)
  - a) Relief Pool members may be required to be on duty up to a maximum of twenty-four (24) consecutive hours.
  - b) Relief Pool members may be utilized to a maximum of 84 hours in an 8 day block.\*
  - c) Relief Pool members shall be off duty for two 24 hour periods each 8 day block.\* The Relief Pool member may request one shift per 8 day block as a prescheduled day off call. The Employer will make all reasonable efforts to accommodate such requests, keeping in mind that the Relief Pool is utilized for overtime aversion.

Once a 24 hour period has been scheduled off, it shall be confirmed 48 hours prior to the scheduled shift off and shall not be retracted except by mutual agreement.

\*The use of an 8 day block is for the sole purpose of clarification of this document and is WITHOUT PREJUDICE, and shall not be used to amend or define any other document or Act.

- 5) The scheduling of hours of work for members of the Relief Pool shall be the responsibility of the on-call Duty Officer.
- 6) Relief pool members shall be considered to be on a probationary basis until the completion of eight (8) months satisfactory service. This period shall be comprised of:
  - a) a two (2) week initial training period where the hours of work shall be consistent with those of the training division instructor, followed by:
  - b) a six (6) week on shift training period where the hours of work shall be that of the assigned platoon, followed by:
  - c) assignment into the relief pool.
- 7) Persons hired as Relief Pool members and temporary Relief Pool members shall be entitled to wages and specified benefits afforded regular full time employees consistent with the Collective Agreement, with the exception of annual vacation and statutory holidays which shall be administered as follows:
  - a) employees hired one month before issuance of the annual holiday choice sheet in a calendar year shall be included for the following year's selection. The current year's annual vacation and statutory holidays shall be paid out at the end of the calendar year. Holiday pay shall be at the rate of 4% while any statutory holiday entitlements shall be consistent with the calculations provided for in clause 6.9(e).
  - b) employees hired following one month before issuance of the holiday choice sheet in a calendar year shall not be entitled to be included in the selection but shall instead be entitled to annual vacation and statutory holiday pay as follows:
    - i) pay as described in (a) above for the remaining part of the calendar year to December 31<sup>st</sup>.
    - ii) pay in accordance with (a) above or vacation and statutory holiday time if the employer can accommodate in the second calendar year.

- 8) Any employee hired for operational duty on a temporary basis shall be in addition to the normal complement of authorized staff (143). When vacancies occur in any authorized staff positions, temporary staff will be elevated into these positions on a seniority basis and both the employee and the Union shall receive written confirmation of such.
- 9) The foregoing conditions under "Relief Pool" replaces Schedule "C" of the Collective Agreement during the life of this Letter of Understanding.

### **C. SHIFT EXCHANGE AGREEMENT**

The Corporation agrees to cover the member's scheduled first night shift back to work following an annual vacation and in exchange the member agrees to work one extra shift in the same calendar year without remuneration subject to the following:

- 1) The onus is upon the Corporation to schedule a member to work the extra shift during the calendar year; there shall be no carry over of time owing into subsequent calendar years.
- 2) The extra shift shall not be scheduled during a members' vacation or statutory holiday time.
- 3) The member shall be given not less than sixty (60) days' written notice of being scheduled for the extra shift except at the Union's option and for the month of January. And, if practical, notice shall be done in conjunction with the posting of the final annual vacation schedule and long service leave schedule.
- 4) Once scheduled, it is the responsibility of the member to work the extra shift or find a qualified replacement.
- 5) The purpose of extra shift scheduling is to cover only long service leave, gratuity leave, and the Department's in-service training commitments including Officer Development courses and Officers' meetings.
- 6) Under the provisions of this Letter of Understanding, no employee shall be scheduled to work a full or partial shift on December 25<sup>th</sup> (0001 to 2359hr).

### **D. LONG SERVICE LEAVE AMENDMENTS**

- 1) A maximum of eight (8) members (two (2) per platoon) of the Suppression branch and one (1) dedicated Alarm Room Operator may be absent on Long Service Leave (pursuant to the provisions of Subsection © of Article 6.1) at any one time.

- 2) Where there are more than eight (8) Suppression members and one (1) dedicated Alarm Room Operator requesting Long Service Leave for the same time period, seniority shall be the determinant for granting such leave.
- 3) Members selecting continuous twenty-eight (28) calendar day periods of Long Service Leave shall have precedence over those selecting lesser amounts of Leave.
- 4) Long Service Leave 'Entitlement' lists and the Vacation Schedule shall be posted at the same time. 'Approved' Long Service Leave lists shall be posted separately and in a timely manner.
- 5) Members who are denied Long Service Leave in their last year of entitlement under 1) above shall be permitted to have such Long Service Leave entitlement converted to a cash pay out at their request.
- 6) Others with Long Service Leave entitlement may, as a means of reducing overtime costs only, opt to receive cash for Long Service Leave entitlements provided the aggregate total of all requests *inclusive* of those covered by 5) above does not exceed eight (8) members per year. In the event the number of requests from this latter category does exceed the aggregate total of eight (8), the most senior members will be accommodated.
- 7) Such pay out shall not exceed one hundred and ninety-two (192) hours' pay (except in instances of 'retiring' employees who are entitled to receive pay out of accrued/earned entitlements without restriction).

#### **E. DEFERRED VACATION PAYOUT**

The Parties agree that where a member opts to defer scheduled annual vacations due to sickness or injury and, where the Corporation is unable to reschedule vacation time-off (in whole or in part) within the calendar year to which that entitlement refers, the member's unused vacation entitlement shall be converted to cash and paid out by December 31<sup>st</sup> of the entitlement year.

#### **F. RETIREMENT INCENTIVE**

To provide assistance to IAFF Local 1183 personnel who are seeking early retirement (prior to 60 years of age) the Corporation and the Union agree as follows:

- 1) The Corporation will provide one (1) month of salary at the Fire Fighter's regular classified rate of pay for each full year of early retirement up to a maximum of five (5) years.

- 2) This program applies only to Fire Fighters between the ages of 50 and 58.
- 3) Fire Fighters must advise the Corporation, in writing, not later than August 31<sup>st</sup> in the year prior to retirement in order that funding can be budgeted, except for members' retiring in 1997 who have two months from the date of ratification of this agreement to advise the Corporation.
- 4) The Corporation shall endeavour to pay the funds in a manner that most benefits the tax situation of the employee. However, all Income Tax Legislation must be followed. The Corporation will also not be held responsible for any incorrect information supplied by the employee as it relates to Income Tax Legislation or the employee's own individual tax situation.
- 5) The extent to which this retirement incentive provision is exercised in any given year will be the prerogative of the Corporation taking into consideration its ability to financially and operationally accommodate the retirement incentive requests made of it.

Dated this 11<sup>th</sup> day of October 2000, in the District of North Vancouver.

On Behalf of the Corporation

On Behalf of the Union

\_\_\_\_\_  
"Gary Calder"

\_\_\_\_\_  
"Kevin MacAuley"

\_\_\_\_\_  
"S.J. Johnson"

\_\_\_\_\_  
"Kent Hodson"