

THIS IS AN AGREEMENT entered into in Kelowna, British Columbia

BETWEEN:

THE REGIONAL DISTRICT of CENTRAL OKANAGAN

(hereinafter called the Employer)

OF THE FIRST PART

AND

THE WESTSIDE PROFESSIONAL FIRE FIGHTERS' ASSOCIATION LOCAL 4457

(hereinafter called the Union)

OF THE SECOND PART

WHEREAS the Regional District of Central Okanagan is an Employer within the meaning of the Labour Relations Code;

AND WHEREAS the Union is the duly certified bargaining authority for those employees of the Regional District of Central Okanagan, British Columbia employed as Fire Department personnel excepting the Fire Chief, Assistant Fire Chiefs and Support Staff;

AND WHEREAS this Agreement constitutes the wages and working conditions for the employees in respect of whom the Union is so certified;

NOW, THEREFORE, the parties hereto agree as follows:

PREAMBLE:

The purpose of this Agreement is to secure for the Regional District of Central Okanagan (RDCO), the Union and the employees of the District covered by this Agreement the full benefit of orderly and legal collective bargaining and to ensure to the fullest extent possible, the safety and physical welfare of the employees, economy of operation and protection of property. It is recognized by this Agreement to be the duty of the Employer and the Union and the employees to cooperate fully, individually and collectively, for the advancement of said conditions.

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

The terms and conditions of this Agreement shall apply to all employees of the Fire Department as specifically provided for in the certificate of bargaining authority granted to the Union, and as varied from time to time by mutual agreement through collective bargaining.

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ARTICLE 1: COVERAGE

Recognition

1.01 The District is an Employer within the meaning of the "Labour Code of British Columbia" and recognizes that the Union is the duly certified and exclusive Bargaining Authority for all employees of the Fire Department, Regional District of Central Okanagan, British Columbia.

Further that this Agreement shall cover all employees of the Fire Department except:

1. The Fire Chief
2. Assistant Chief
3. Support Staff positions
4. Volunteer, auxiliary and/or paid-call members Fire Fighting personnel.

ARTICLE 2: TERM OF AGREEMENT

This Agreement shall remain in full force and effect from the 14th day of September 2005 until the 31st day of December 2006, and shall remain in full force and effect from year to year thereafter subject to the right of either party to the Agreement, within four months immediately preceding the date of the expiry of this Agreement or at anytime thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining. Notice shall be deemed to have been given if neither party does so prior to the last day of this Agreement.

2.01 The parties to this Agreement hereby specifically exclude the operation of Subsections 2 and 3 of Section 50 of the Labour Relations Code.

ARTICLE 3: UNION SECURITY

3.01 All employees covered by the Union Certificate of bargaining authority shall pay a monthly fee to the Union, equal to the Union's monthly dues. It is further agreed that any employee hired by the Regional District during the term of this Agreement shall become a member of the Union and shall maintain membership in good standing in the Union as a condition of employment. Deductions shall be made from the payroll bi-weekly, and shall be forwarded to the Treasurer of the Union not later than the 10th day of the month following, accompanied by a list of all employees from whose wages the deduction shall have been made.

ARTICLE 4: HOURS OF WORK

4.01 The Fire Department shall be operated in accordance with the Fire Department Act, Chapter 132 of the Revised Statutes of British Columbia, 1979, and amendments thereto, and in accordance with Regional District Fire Department Bylaw(s), if any.

4.02 The basic work week for all employees, except as may be mutually agreed to and contained in Addendum to this Agreement, shall consist of an average of not more than forty-two (42) hours per week. Shifts shall be two (2) ten (10) hour day shifts, followed by two (2) fourteen (14) hour night shifts, followed by four (4) consecutive days off. The work schedule shall be balanced on a 56 calendar day cycle from a common date in time.

Meetings and Courses

- 4.03 Employees who are requested to attend Department meetings, Department required courses, and conventions or matters on behalf of the Department on regular days off will be provided the equivalent of straight time off by means of Days in Lieu. Such time may be accumulated and taken at a time mutually agreed to by the individual and the Chief.

ARTICLE 5: OVERTIME & CALL-OUT

- 5.01 An employee reporting for work on the call of the Regional District at any time other than their regular working hours, shall be paid at the rate of two (2) times their regular rate of pay with a minimum of two (2) hours at this rate. Overtime shall be calculated in 15 minute intervals rounded up to the next nearest interval. Overtime shall be calculated from the time the call is received by the employee until released from duty.
- 5.02 All time worked concurrent and immediately following the end of an employee’s regular work day or regular shift at the request of the Regional District, shall be deemed to be overtime and shall be paid at time and one-half (1 ½) for the first two (2) hours and double (2) time thereafter. Overtime shall be calculated in 15 minute intervals rounded up to the next nearest interval.
- 5.03 Notwithstanding Article 5.01 and 5.02 employees reporting to work for a full shift only, at the request of the Fire Chief, at any other time than their regular working hours shall do so at the special rate of straight time, for the purposes of maintaining minimum staffing of one officer and three fire fighters on regularly staffed first response apparatus and the Employer agrees to maintain one officer and three fire fighters at all times on the same apparatus.

Straight time staffing shall only be utilized to fill full and complete shifts and not be utilized for purposes of supplementing staffing above regularly scheduled staffing levels, to back-fill shortages caused by relieving regularly scheduled staff to provide other duties not normally associated with suppression duties or administrative reasons such as but limited to special projects, unless otherwise agreed to by the Union. Any shifts less than a full and complete shift shall be compensated in accordance with Article 5.01 Overtime & Call-out

5.04 Overtime Bank

A maximum of one (1) block of shifts (four duty shifts) may be accumulated and taken at a time mutually agreed to by the individual and the Fire Chief. Accumulated overtime in excess of one (1) block shall be paid out in full during the next complete pay period.

Employees may request such banked time be paid-out in writing to the Fire Chief and shall be paid upon completion of the next complete pay period. Payment of banked overtime shall be paid at the rate at the time it is earned. Banked overtime shall be reconciled as paid out or scheduled time off by no later than December 1st of each year with any payment differential be received by employees in the first full pay period of December except as follows:

By mutual agreement, Employees may carry over a maximum of one (1) block to augment the next year’s vacation allotment as time off. Such request must be received in writing by the Fire Chief no later than November 30th in each year.

ARTICLE 6: COURT APPEARANCE

6.01 When an employee is summoned to jury duty, subpoenaed as a witness for the Regional District or represents the Regional District in his official capacity, leave of absence with pay shall be granted. Pay for the court leave shall be at the employee's regular rate of pay. Should an employee be subpoenaed as a witness for the Regional District or represent the Regional District in court on their day off, they shall be paid in accordance with Article 5.01 Overtime. Court fees paid to the employees for the above shall be forwarded to the Regional District.

ARTICLE 7: CHANGES IN WORKING CONDITIONS

7.01 The Employer agrees that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement

7.02 Any new classifications or significant changes in working conditions shall be referred to the Labour Management Committee, for discussion before any such changes are put into effect. The Employer will give reasonable consideration to alternatives proposed by the Union intended to accomplish the same objectives. The Union may grieve such matters, if agreement cannot be reached as per Article 21.

7.03 The parties shall comply with the provisions of Section 54 of the Labour Relations Code

ARTICLE 8: VACANCIES - POSTING OF POSITIONS

8.01 When a vacancy occurs, in any class of employment or a new position is created, which comes within the scope of this Agreement, notice of such vacancy or new position shall be posted at the Fire Hall for ten (10) calendar days prior to the closing of the posting. The Employer shall consult with the Union regarding the posting in accordance with Article 7 and posted notice shall clearly state the requirements for the posted position(s).

ARTICLE 9: DISMISSALS, LAYOFFS, SUSPENSIONS & DEMOTIONS

9.01 An employee shall be advised of his/her right to have a Union Representative with him/her during or prior to any investigation which may lead to disciplinary action taken against that employee or any other action that will form part of the employee's disciplinary record. Further, the Union shall be notified if disciplinary action, verbal or otherwise, has been taken against an employee in the bargaining unit and shall be given a copy of any written notification of disciplinary action that will form part of an employee's disciplinary record.

9.02 When a regular employee of the Fire Department is laid off or terminated for other than "just cause", they shall be given thirty (30) days notice, or in lieu thereof, one month's pay. In the event of a reduction or recall of staff in the Fire Department, seniority shall govern.

9.03 Any employee of the Fire Department may be suspended or dismissed immediately, for just cause, without pay from the date of such suspension or dismissal. Where possible, the Union will be notified prior to such suspension or dismissal taking place and be provided an opportunity to defend the employee from being suspended or dismissed.

9.04 In the event of dismissal, suspension, termination or demotion of an employee, the Employer will confirm in writing to the employee and copy the Union, the particulars for such action.

- 9.05** Where through the provisions of the Grievance and Arbitration Procedure an employee has been deemed to have been wrongly dismissed, suspended or demoted by the Regional District, the employer will abide by any provisions associated with the reinstatement of the employee.

ARTICLE 10: PROBATION, SENIORITY & PROMOTION

- 10.01** It is agreed that new employees shall be on probation until they have completed six (6) months satisfactory service and that during this period of service shall acquire no seniority. The probationary period may be extended up to an additional six (6) months upon mutual agreement between the Employer and the Union.
- 10.02** Upon completion of such service, an employee's seniority shall be calculated from the date the employee commenced employment with the Fire Department. Employee's age shall govern the seniority of employees commencing employment on the same day.
- 10.03** Employees appointed, promoted or transferred shall serve a six (6) month period of probation from the date of appointment, promotion or transfer. If, during or immediately following the six (6) months probationary period, the Regional District can prove that the employee is incapable of fulfilling the duties of the new position, the employee shall relinquish the new position but shall have the privilege of reverting to their former classification without loss of seniority.
- 10.04** Employees appointed or promoted to a position not subject to this Agreement, shall retain, but not accumulate seniority for a period not to exceed six (6) months. Should an employee return to the bargaining unit, within the six (6) month period, they shall return to their previous classification.
- 10.05** The Regional District agrees that wherever and whenever possible, vacancies as set out in Schedule "A", whether for an existing or newly created position shall be filled from the existing membership of the bargaining unit. A fair and adequate opportunity shall be given to members of the bargaining unit to qualify for promotion as provided for in the Regional District's promotional procedure. Promotion shall be made on the basis of seniority, subject to the criteria set out in the promotional procedure attached to this Agreement as Schedule "B".

10.06 Pay for Acting Senior

Each employee who is assigned by the Fire Chief, or their authorized representative, to accept the responsibility of and carry out the duties of a position or rank senior to that which they normally hold, shall be paid at the rate for the senior position or rank while so acting.

- 10.07** The Employer will supply the Union with a quarterly seniority list.

10.08 Stand-By Duty Officer

Employees agreeing, when requested by the Fire Chief, to take on the responsibility of Duty Officer shall be paid an additional amount equal to 25% (1/4) of the regular duty officers rate of pay per shift, for each 24 hour beginning at 16:00 of the scheduled stand-by shift

The Duty Officer shall be provided with a Fire Department vehicle after regular operational hours and will be expected to answer dispatch and respond to all fire department related business, responding in a command capacity and be responsible for all resulting reports

The opportunity to respond as Duty Officer shall be shared equally between the qualified Officers where reasonably possible, and providing the employee agrees to participate; where possible four (4) calendar days (96 hours) notice of the expectation to be duty officer shall be provided.

10.09 Training

- a) The parties agree that the opportunity to participate in training shall be made available to the member to whom that responsibility falls respectively as an instructor or responder, as outlined in the Fire Department Operational Guidelines. If two (2) or more employees are eligible to take the training, the employee with the most seniority shall have the first chance of refusal if arrangement cannot be made for all members eligible to participate.
- b) The parties agree that training opportunities shall increase commensurate with the increasing demands placed upon members to respond to the ever increasing variety of emergency responses.
- c) Employees shall be granted leave without loss of pay, benefits or seniority when participating in training and education programs as required by the employer. The Employer shall be responsible for all tuition fees, entrance and registration fees and other necessary expenses required as a result of enrolment in said training programs.
- d) Training during off-duty hours shall be compensated in accordance with Article 4.03 Meetings and Courses, of this Agreement.

ARTICLE 11: WORK COVERAGE

11.01 Role of the Volunteer Fire Fighters

It is understood that the volunteer, auxiliary and/or paid-call members work in support of the full-time permanent employees. It is further understood that it is the intention of the employer to provide full time fire and rescue coverage to the community. Volunteer, auxiliary and/or paid-call members shall only be utilized to support full-time members. Volunteers will not be scheduled to replace Union members unless otherwise agreed to by the Union.

In the event of a structure fire the Fire Chief or their designate shall activate the pagers of all off-duty employees requesting their response to a call-out on an as needed basis at their discretion.

ARTICLE 12: GENERAL

12.01 All Rights, privileges and working conditions at the present time, which are not specifically included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

Agreed to changes to the prevailing rights, regulations and policies shall be done by way of Letter of Understanding, between the Employer and the Union and appended to this Agreement.

12.02 Employees, in the course of their employment, may be required to undergo a thorough medical examination, as required by the Regional District, and the Medical Officer, who shall be appointed by the Regional District, shall submit a report to the Regional District indicating the status of the employee's health and whether or not he/she is able to carry out the normal duties to which he/she is assigned. The costs of such medical examination will be borne by the Regional District. Such examinations shall not unreasonably be requested.

- 12.03** At the discretion of the Fire Chief or designated officer, the Regional District shall provide nourishment at any major conflagrations that wherever possible shall have meaningful nutritional value, relevant to the incident at hand.
- 12.04** Any employee coming within the scope of this Agreement will be granted the services of the Regional District Solicitor, without charge, for the purpose of representing them, who, as a result of any matter arising out of, or in the course of, their normal work duties and/or assignments, is personally involved in a legal or court action. Should the employee be proven guilty of gross negligence in a Court of Law, then the employee shall reimburse the Employer for all legal costs in representing them.
- 12.05** The parties to this Agreement agree not to discriminate against any employee because of race, colour, creed, sex, national origin, age, religion, marital status, sexual orientation, membership or activity in the Union, or political affiliation or activities.
- 12.06** All employees shall have access to their personnel file. Any employee may respond in writing to any report on their personnel file and such response shall become part of the file. An Employee may provide a Union officer access to their personnel file by doing so in writing.
- 12.07** All disciplinary letters or any other reports that exist in an employee's file shall be reviewed annually and removed if and when the Fire Chief considers the reports are no longer relevant. In any event all disciplinary letters shall be removed within twenty-four (24) months of not having any other disciplinary incidents.

12.08 Indemnification of Members and Protection from Civil Action

Job related liability protection shall be in accordance with the Regional District of Central Okanagan Officers and Employees Indemnification Bylaw No. 343, 1987 attached herein.

ARTICLE 13: LABOUR-MANAGEMENT RELATIONS

13.01 (a) Labour Management Relations Committee

A Labour Management Committee shall be appointed by the respective parties to this agreement, consisting of Union members as appointees, and representatives of the Employer as appointees.

(b) Function of the Labour Management Relations Committee

All matters of mutual concern pertaining to performance of work, operational problems, and general working conditions arising during the term of this Agreement, shall be referred to the Labour Management Relations Committee for discussion and, if possible, settlement by the Committee. Grievances, as defined in Article 22 of this Agreement, shall be dealt with under the provisions of said Article and shall not be referred to the Labour Management Relations Committee, unless otherwise mutually agreed.

- (i) Minutes will be taken and provided for each meeting.
- (ii) Wherever possible meetings will be conducted from an agenda prepared and shared between the parties forty-eight (48) hours prior to the meetings.

(iii) Meetings will be held on a regular basis, once a month, but may be called more often by either party.

(c) **Labour Management Meetings**

Members of the executive who leave work to attend a Labour Management Meeting, including bargaining, with representatives of the Regional District shall suffer no loss of pay for such time as required for a meeting during normal working hours.

ARTICLE 14: LEAVE OF ABSENCE

14.01 Leave for Union Purposes

An employee who is appointed or elected to a full time position with the International Association of Fire Fighters or the British Columbia Professional Fire Fighters' Association, or if accepted to an institute of learning under labour sponsorship, shall, if he/she so requests in writing, be granted leave of absence without pay and without loss of seniority for a period not exceeding four (4) years. Such leave may be granted or renewed by mutual agreement between the Regional District and Union, subject to Departmental operational requirements.

14.02 Bereavement Leave

In the event of a death in the immediate family of an employee, or an employee's spouse, the Employer shall grant a maximum of 3 regularly scheduled consecutive work days leave without loss of pay or benefits. "Immediate family" shall also include beyond the traditional parent and siblings the step-relations, foster and/or adoptive-relations, aunt, uncle, niece, nephew, fiancée, and the employee's son-in-law, daughter-in-law, sister-in-law and brother-in-law. Additional leave of absence with pay for travel may be granted in accordance with Regional District of Central Okanagan corporate Policy

A maximum of 2 additional days leave without loss of pay or benefits will be granted in the event of the death of an employee's spouse, or to attend the service of "immediate family" taking place 250 or more kilometers away.

14.03 Compassionate Leave

Compassionate leave may be granted, with pay, at the discretion of the Fire Chief or their designate.

14.04 Maternity Leave

Upon proof of an employee being pregnant they shall immediately be provided alternative duties that do not expose the mother or child to the hazards associated with suppression activities without loss of pay or benefits.

An employee shall be granted up to fifty-two (52) weeks maternity leave which may commence up to eleven (11) weeks prior to the child's birth. Leave will automatically begin at the date of birth and in no case shall an employee return to work sooner than six (6) weeks following the birth, or termination of pregnancy, unless a shorter time is requested by the employee and approved by the attending physician.

ARTICLE 15: SICK LEAVE & LONG TERM DISABILITY PLANS

15.01 Sick Leave Program

A Sick Leave program, providing up to 26 weeks coverage for each occurrence to employees who qualify for sick leave, shall be implemented at no cost to the employee.

15.02 Long Term Disability

A Long Term Disability Plan will be available to regular employees.

15.03 Benefit

In the event an employee becomes totally disabled as a result of sickness or accident, then, after an employee has been totally disabled for 26 weeks and has exhausted any sick leave entitlements, the employee shall be eligible to receive a monthly benefit equal to the sum of:

- (a) 66 2/3 percent of the first \$1500 of monthly earnings,
- (b) 50 percent of the balance of monthly earnings to a maximum of \$3000.

For purposes of the foregoing, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

The Long Term Disability benefit payment will be made so long as the employee remains totally disabled and will cease on the date the employee reaches maximum retirement age, recovers, or dies, whichever occurs first.

15.04 General Principles

Participation in the Long Term Disability Plan is a condition of employment.

15.05 The premium cost for Long Term Disability shall be paid by the employee.

15.06 New employees shall be eligible for sick leave commencing the first day of the month following completion of 5 months of employment

15.07 Subject to the conditions of the Long Term Disability Policy, new employees shall be eligible for enrollment in the Long Term Disability Plan on the first (1st) day of the month following five (5) months of employment..

15.08 In the event of a layoff, coverage for the Sick Leave program and the Long Term Disability Plan shall cease unless the employee was disabled prior to any layoff.

15.09 The employer will make an annual wellness payment equal to any difference in LTD premiums paid by union members and those paid by like positions employed by the City of Kelowna. This payment will be made on the first payday in December annually.

ARTICLE 16: WORKERS' COMPENSATION

Every employee covered by this Agreement, who is absent from their duties due to injuries received while on duty, shall receive from the Regional District their normal net take home pay during such absence from duty, provided that payment of said normal net take home pay shall continue only as long as the employee continues to receive Workers' Compensation payment in respect to such injury; and provided further, that all compensation to which they are entitled is paid direct from the Work Safe BC to the Regional District. The employee's usual deductions shall be deducted from the employee's regular rate of pay. The provisions of this section do not apply where an employee is permanently incapacitated from serving as a worker and is in receipt of Workers' Compensation pension.

ARTICLE 17: HEALTH & WELFARE COVERAGE

17.01 Medical Health Plan

Every employee covered by this Agreement shall, beginning with the first full month of employment, shall be enrolled in the Medical Services Plan of British Columbia the full cost of which shall be borne by the employer.

17.02 Extended Health Benefit Plan

Every employee and their family members covered by this Agreement shall, on the first of the month following six months of employment, be enrolled in an Extended Health Care Plan, the full cost of which is borne by the employer. This will include coverage for:

- 100% coverage of prescription drugs and a \$25 annual deductible;
- Vision Care Plan;
- Emergency out-of-country medical coverage;
- Paramedicals such as but not limited to Chiropractors, Naturopaths, Physiotherapy, Massage Therapy, Psychological, and Acupuncture;
- Hearing aid coverage;
- Assure or similar Card for prescription medicine purchase

17.03 Dental Plan

The Employer agrees to provide a dental plan as a condition of continued employment for all Employees beginning with the first full month of employment, the full cost of which shall be borne by the Employer. The dental plan coverage provided for Employees is:

- Basic Dental Plan "A" with the plan paying one hundred percent (100%) of the cost of basic dental procedures.
- Dental Plan "B" with the plan paying fifty percent (50%), of the cost of major restorative services.
- Dental Plan "C" with the plan paying fifty per cent (50%), of the cost of Orthodontic services.

17.04 Group Life Insurance Plan

The parties hereto mutually agree that all employees covered by this Agreement shall participate in the Group Life Insurance Plan provided by the Employer beginning with the first date of employment, and shall continue to participate in the said Group Life Insurance Plan as a condition of employment. The parties hereto further agree that the coverage provided by the Group Life Insurance Plan shall be on the basis of three (3) times the annual salary for each person. Premiums payable shall be paid fully by the Employer.

17.05 Accidental Death and Disability Plan

The parties hereto mutually agree that all employees covered by this Agreement shall participate in the group Accidental Death and Disability Plan and shall continue to participate in the said group Accidental Death and Disability Plan as a condition of employment. The parties hereto further agree that the coverage provided by the said group Accidental Death and Disability Plan shall be on the basis of three (3) times the annual salary for each person. Premiums payable shall be paid fully by the Employer.

17.06 Medicals and Early Screening

The employer agrees to pay the cost of a medical where required by the employer, or licensing agency where license or certification is a requirement of employment. Further the Employer agrees to pay all associated costs in regards to vaccinations and other medical precautions for the protections of the employees covered in this agreement, where such medical precautions are reasonably associated with exposure in the workplace. Coverage shall include early screening detection tests for cancers and other occupational diseases recognized as related to the occupation of fire fighters.

17.07 Fitness and Wellness

The Employer recognizes the physical nature of Firefighting and agrees to provide for fitness activity time and access to equipment during the regular shift schedule of all employees, providing that same does not in the judgment of the Fire Chief impair emergency operations in any way.

The parties agree to strike a permanent committee of equal representation from both the Employer and the Union to manage the Employee Wellness Program collaboratively, based on the following principles:

- The Employer and the Union will share equally the cost of a capital program for the purpose of purchasing of additional exercise equipment, based on the committee's recommendations. The Employer agrees to remit to the Union a payroll deduction from each employee to fund the cost of the capital program. These funds shall form the basis of the Union's contribution that is to be matched by the Employer. The Employer agrees to include the committee's recommended purchase in the capital budget of for new fire hall construction for in the future; the Union will not participate in the funding of those purchases.
- The Employer agrees to be responsible for all costs associated with the maintenance and replacement of exercise equipment identified and associated with the Committee recommendations.
- The Committee will be responsible to develop, implement and manage a program designed to increase employees' awareness of wellness, and improve and maintain the overall fitness of the unionized work force.

17.08 General Principles

- (a) An employee shall be eligible to enroll in the Medical Services Plan from the first day of the month following the month in which the employee started work.
- (b) An employee shall be eligible to enroll in the Extended Health Care and Dental Benefits on the first of the month following 6 months of employment. Group Life and Accidental Death and Dismemberment shall commence on the first day of employment.
- (c) Group Life and Accidental Death and Dismemberment shall commence on the first day of employment.

ARTICLE 18: MUNICIPAL PENSION & RETIREMENT

- 18.01** All employees shall be enrolled to participate in the Municipal Pension Plan at the completion of six (6) months subject to the Municipal Pension Plan Rules as amended from time to time under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the Public Sector Plans Act as applied to the Employer and its regular full-time employees, from the first date of employment. Employees who are ineligible to make contributions under the Pension (Municipal) Act shall be exempted from its provisions. If there is a conflict between the Municipal Pension Plan Rules and this Agreement then the Municipal Pension Plan Rules shall prevail.
- 18.02** Employees of the Fire Department shall, upon reaching the maximum age of sixty (60) years, be superannuated from the Fire Department, effective the end of the calendar month in which they reach their sixtieth (60th) birthday.
- 18.03** Each employee shall have the option of taking all due annual vacation and Statutory Holiday time and all accumulated vacation time prior to the effective date of such employee's superannuation or receive a cash payout of equivalent value.
- 18.04** The parties agree that Employees may apply to the Pension Corporation to purchase pensionable service heretofore considered contributory arrears in accordance with the Municipal Pension Plan Rules.

ARTICLE 19: ANNUAL VACATION

19.01 General

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

- (a) For the purpose of this Article, calendar year shall be the period January 1st to December 31st, inclusive.
- (b) An employee shall not be entitled to earn their annual vacation while they are off work on Long Term Disability or unpaid leave.
- (c) Employees during the first (1st) calendar year of service shall be granted vacation pay in accordance with the Annual and General Holidays Act.

- (d) Employees who have been employed for less than a calendar year, but are on payroll at January 1st, shall receive a prorated amount of service for the purposes of calculating vacation entitlement.
- (e) Employees in their final year of employment when retiring to collect pension benefits shall be permitted their full vacation benefit entitlement

19.02 Entitlement

- (a) Employees leaving the service in less than the twelve (12) months from the date of employment shall be granted vacation pay in accordance with the Annual and General Holidays Act.
- (b) An employee who has completed one (1) but less than ten (10) years service at the end of the vacation year shall be entitled to a paid vacation of twelve (12) working shifts. Payment for such vacation shall be at the employee's regular rate of pay.
- (c) An employee who has completed ten (10) but less than twenty (20) years service at the end of the vacation year shall be entitled to a paid vacation of sixteen (16) working shifts. Payment for such vacation shall be at the employee's regular rate of pay.
- (d) An employee who has completed twenty (20) or more years of service at the end of the vacation year shall be entitled to a paid vacation of twenty (20) working shifts. Payment for such vacation shall be at the employee's regular rate of pay.

19.03 Cancellation of Vacation

- (a) If an employee is on sick leave, Long Term Disability, Bereavement or Compassionate Leave before vacation commences, said vacation may be postponed to a later date.
- (b) If vacation is postponed for reasons cited in 19.03(a), said vacation shall be rescheduled at the Employer's discretion.

19.04 All vacation shall start on the first day of a day shift (except as otherwise mutually agreed).

19.05 The final decision as to vacation schedules shall rest with the employer. The Fire Chief shall have the authority to cancel scheduled vacations for bona fide operational requirements, however any expenses incurred by an employee as a result shall be reimbursed by the employer upon proof of expense

19.06 Vacation Carry-Over

By mutual agreement employees may carry over a maximum of one (1) block of vacation allotment (four duty shifts) to the next year's annual vacation allotment, such request to be made no later than the 30th day of November in each year.

ARTICLE 20: STATUTORY HOLIDAYS

20.01 (a) All employees covered by this Agreement and engaged in the type of work required to be performed continuously, throughout the year, shall receive eleven (11) working days holiday in lieu of Statutory Holidays as set out below:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	British Columbia Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

and any other day proclaimed or declared by the Federal or Provincial Government or the Municipal Council as a statutory holiday.

(b) No employee shall receive holiday pay for a Statutory or Public Holiday unless he has been continuously employed for a period of thirty (30) calendar days immediately preceding the holiday. In addition, an employee shall not be entitled to a working shift holiday or portions thereof in lieu of a Statutory Holiday for hours not worked due to time off while on Long Term Disability or unpaid leave. In the event that an employee is placed on Long Term Disability he or she shall not earn Statutory Holiday entitlement for the period that he or she is on sick leave immediately preceding said Long Term Disability. The calculation of time to be deducted from entitlement shall be as follows:

$$\frac{\text{Hours not worked}}{2184} \times 132 = \text{Hours to be deducted}$$

ARTICLE 21: CLOTHING

21.01 Upon date of hire, the Regional District will arrange to provide a complete uniform to all employees covered by this Agreement, as follows:

- (a) One (1) cap and badge
- (b) Four (4) pairs trousers, skirts or slacks for female employees
- (c) Six (6) uniform shirts, short or long sleeve, light or dark blue
- (d) Two (2) T-shirts
- (e) Two (2) Sweatshirts
- (f) Four (4) pair of socks
- (g) One (1) pair boots or shoes
- (h) One (1) dress tunic and
- (i) One (1) short or long nylon winter jacket
- (j) One (1) tie
- (k) Shoulder flashes
- (l) One (1) name tag
- (m) Rank badges for Officers

21.02 Clothing Allowance

On the employee’s first anniversary date, and each succeeding anniversary date (as defined in Article 21.04, the employee shall receive twenty-five (25) clothing points each anniversary to accumulation to a maximum of one hundred and twenty-five (125) points. Each item of clothing shall be assigned point value, whereby, the item purchased will be debited against his/her accumulated total. In no case shall an employee exceed the maximum credit points accumulated by the employee. At the end of the fifth (5th) anniversary, all remaining points shall be forfeited and the employee shall start the next accumulative five (5) year period with twenty-five (25) points per anniversary.

21.03 Clothing Order

Clothing orders will be placed once per calendar year as follows:

- (a) Each employee will not be entitled to more than 1 pair of shoes (or boots in lieu of shoes) per year and 1 short or long nylon winter jacket every 5 years.
- (b) The clothing issued shall be in accordance to the standard uniform as authorized by the Regional District of Central Okanagan Fire Chief.
- (c) In the event that an employee requires extra clothing due to unforeseen circumstances, a committee composed of the Management and Local 4457 will be struck to review the matter. This clothing will be replaced through the point system.

21.04 Clothing Anniversary Date

For the purpose of calculating the clothing points, the anniversary date shall mean January 1 of each year.

21.05 Clothing Points Value

• Tunic	11.5
• Pants	4.5
• Nylon winter jacket	8.0
• Shirts	1.5
• Cap	3.0
• Shoes or boots	5.5
• Tie	.5
• ½ resole shoe	2.0
• Full resole shoe	3.0
• Belts	1.5
• Socks	.5
• Turn-out wear shirts	1.5
• Turn-out wear pants	1.5
• Sweatshirts	1.0

21.06 Fire Fighter Equipment Issue

All Fire Fighters will be issued with one set of personal protective equipment, as required by WorkSafe BC Board regulations and Department policy, which will be renewed or replaced as required. Protective clothing shall conform to the provisions of the WorkSafe BC Board Industrial Health and Safety Regulations at all times.

Such equipment shall include Nomex toque, hand and wrist protective gloves all as part of an employee's personal protective equipment.

21.07 Dry Cleaning

Dry-cleaning will be provided for an employee whose clothing is soiled from working conditions beyond the control of the employee. The Fire Chief may authorize additional dry cleaning of employees' apparel when, in his/her opinion, the circumstances are warranted.

ARTICLE 22: GRIEVANCE & ARBITRATION PROCEDURE

22.01 Grievance Procedure

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

22.02 The Union shall appoint a Grievance Committee and notify the Regional District of the appointment and personnel of same; said Committee shall consist of not more than four (4) persons. Unless otherwise stated the Union's Grievance Committee shall be those elected as the Local union executive officers.

22.03 Permission to Leave Work

Union officials and members of the Grievance Committee shall be permitted time off to handle grievances without loss of pay, provided they have first sought and obtained permission to be absent from their regular duties for that purpose, which permission shall not be unreasonably withheld.

22.04 (a) First Stage

The grievance will be brought forward to the Assistant Chief within fourteen (14) calendar days of the Union becoming aware of the circumstances.

(b) Second Stage

If the alleged grievance is not settled by the Assistant Chief within seven (7) days, the matter shall be referred to the Fire Chief who shall arrange for meetings with the Union within seven (7) days from receipt of such request.

(c) **Third Stage**

If the alleged grievance is not settled by the Fire Chief within seven (7) days, the matter shall be referred to the Director of Human Resources or his/her appointee, who shall arrange for meetings with the Union within seven (7) days from receipt of such request.

(d) **Final Settlement**

If no settlement is reached with the Regional District within seven (7) days, then the grievance shall be finally and conclusively settled without stoppage of work by submission to a Board of Arbitration.

(e) **Policy Grievance**

Grievances which have a general application to all members of the bargaining unit shall be initiated at the second stage of the Grievance Procedure.

(f) **Witness Fees**

The cost of witnesses called by either party will be borne by the party calling the witness.

(g) **Union Representation**

An employee shall be advised of his/her right to have a Union Representative with him/her during or prior to any investigation which may lead to disciplinary action taken against that employee or any other action that will form part of the employee's disciplinary record. Further, the Union shall be notified if verbal disciplinary action has been taken against an employee in the bargaining unit and shall be provided a copy of any written notification of disciplinary action that will form part of an employee's disciplinary record.

22.05 Arbitration Procedure

(a) A Board of Arbitration shall consist of three (3) persons; one (1) to be chosen by each party, the third, who shall be the Chairperson, to be selected by the two (2) 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 Chairperson. Should the members appointed by the parties fail to agree on a Chairperson, the said Chairperson shall be appointed by the Minister of Labour. The majority decision of the Board shall be final and binding on both parties and each party shall bear the expenses of their Arbitrator and pay one-half (½) of the expenses of the Chairperson.

(b) Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties.

(c) **Matters not Covered**

Any dispute (as defined in the Labour Relations Code) with respect to matters not covered by the terms of this Agreement, shall be the subject of collective bargaining between the Union and the Regional District.

(d) **Single Arbitrator**

Notwithstanding the foregoing, the parties may mutually agree to the use of a single arbitrator, who will be governed by the provisions of this Article. Failing to agree on a single arbitrator, the provisions of a three person Board will apply.

- (e) As an alternative the parties upon mutual agreement may refer a grievance to Expedited Arbitration in accordance with the process outlined in *Section 104 of the Labour Relations Code (B.C.)*.

22.06 Time Limits

The time limits in Article 21 are mandatory and failure to strictly adhere to same shall result in a complaint or grievance being deemed irrevocably abandoned and settled unless an agreement to extend in writing has been given by the opposing party. Arbitrators appointed under this article are so directed.

ARTICLE 23: TECHNOLOGICAL CHANGE

23.01 During the term of this Agreement, any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Collective Agreement.

23.02 Where the Regional District introduces, or intends to introduce, a technological change that:

- (a) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board pursuant to Article 22 of this Collective Agreement, bypassing all other steps in the grievance procedure.

23.03 The Arbitration Board shall decide whether or not the Regional District has introduced, or intends to introduce a technological change, and upon deciding that the Regional District has or intends to introduce a technological change, the Arbitration Board:

- (a) shall inform the Minister of Labour of its findings; and
- (b) may then or later make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - (ii) that the Regional District will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
 - (iii) that the Regional District reinstate any employee displaced by reason of the technological change;

- (iv) that the Regional District pay to that employee such compensation in respect of his displacement as the Arbitration Board considers reasonable.

23.04 The Regional District will give to the Union in writing at least ninety (90) days notice of any intended technological change that:

- (a) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated.

ARTICLE 24: WAGES

24.01 Professional Fees

The employer shall pay licensing, professional fees and other certificate costs for any employee who is required by the Employer to hold such licensing, certificate or membership to an association or organization, other than Union dues or Union affiliations.

24.02 Pay Cheque Provisions and Calculations

- a) The employer shall pay wages bi-weekly in accordance with the wage described on Schedule “A” attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of the employee's wages and deductions.
- b) Wage Schedule “A” attached as Schedule "A" shall be subject to, all the provisions of this Agreement. The calculations set out in Schedule “A” for the hourly rate of the fourth year firefighter shall be based on the following formula:

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

$$\frac{\text{Bi-Weekly Rate}}{\text{Bi-Weekly Hours}} = \text{Hourly rate (rounded to 2 decimals)}$$

The calculation for all other rates shall be the 4th year firefighter rate times the appropriate percentage indicated in Article 23.03 Employee Classification.

24.03 Classification and Specification

Fire Fighters shall be classified as follows and receive wage increment adjustments for service as follows:

Probationer - Starting wage	70%
Recruit Fire Fighter - Completion of the 1 st 6 months	75%
Fire Fighter 3 rd Class - Completion of the 1st year	80%
Fire Fighter 2 nd Class - Completion of 2 nd year	90%
Fire Fighter 1 st Class - Completion of 3 rd year	100%
Fire Fighter tenth year (10 th) - Completion of 9 years	102%

*Captain *122%

*Denotes percentage of 10th year rate

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this day of , 2006.

ON BEHALF OF:

ON BEHALF OF:

***THE WESTSIDE PROFESSIONAL
FIRE FIGHTERS' ASSOCIATION LOCAL 4457,***

***THE REGIONAL DISTRICT of CENTRAL
OKANAGAN***

SCHEDULE "A"
REGIONAL DISTRICT OF CENTRAL OKANAGAN
January 1, 2005 to December 31, 2006

Jan 1, 2005	Percent			
Classification	Differential	Monthly	Bi-Weekly	Hourly

Fire Fighter

- Probation Rate (1st 6 months)	70%	3732.26	1716.70	20.4369
- 1st Year (2nd 6 months)	75%	3998.85	1839.33	21.8967
- 2nd Year	80%	4265.44	1961.95	23.3565
- 3rd Year	90%	4798.62	2207.19	26.2761
- 4th Year (1st Class)	100%	5331.80	2452.43	29.1956
- 10th Year	102%	5438.43	2501.48	29.7796

Captain *122% 6634.89 3051.81 36.3311

* Denotes percentage of 10th year rate.

Oct 1, 2005 @ 2%

Classification	Percent	Monthly	Bi-Weekly	Hourly
	Differential			

Fire Fighter

- Probation Rate (1st 6 months)	70%	3806.90	1751.04	20.8457
- 1st Year (2nd 6 months)	75%	4078.82	1876.11	22.3347
- 2nd Year	80%	4350.74	2001.19	23.8236
- 3rd Year	90%	4894.59	2251.33	26.8016
- 4th Year (1st Class)	100%	5438.43	2501.48	29.7796
- 10th Year	102%	5547.20	2551.51	30.3751

Captain *122% 6767.58 3112.84 37.0577

* Denotes percentage of 10th year rate.

April 1, 2006 @ 2.5%

Classification	Percent	Monthly	Bi-Weekly	Hourly
	Differential			

Fire Fighter

- Probation Rate (1st 6 months)	70%	3902.07	1794.81	21.3668
- 1st Year (2nd 6 months)	75%	4180.79	1923.01	22.8930
- 2nd Year	80%	4459.51	2051.22	24.4192
- 3rd Year	90%	5016.95	2307.62	27.4716
- 4th Year (1st Class)	100%	5574.39	2564.02	30.5240
- 10th Year	102%	5685.88	2615.30	31.1345

Captain *122% 6936.77 3190.67 37.9841

* Denotes percentage of 10th year rate.

To qualify and advance to the position of 4th Year Rate, an employee must complete three (3) continuous and satisfactory years of service in the Fire Department.

To qualify and advance to the position of the 10th Year Rate, an employee must complete nine (9) continuous and satisfactory years of service in the Fire Department.

SCHEDULE "B" – PROMOTIONS

SECTION 1 PURPOSE

To provide a progressive sequence of development so that each member can become eligible for advancement and promotion to the rank of

A: CAPTAIN

SECTION 2 GENERAL CONDITIONS

A. SENIORITY

Seniority shall be calculated from the date the employee commenced employment with Westside Fire Rescue. When two or more members are permanently appointed to Westside Fire Rescue Services on the same date, their seniority shall be deemed as they are placed on the seniority list in order of their birth date.

B. OVERALL ASSESSMENT

Members having qualified will be promoted on the basis of seniority.. A selection board consisting of two Fire Services Managers and one member appointed by the union will make the overall assessment, and the assessment will consist of:

1. *Promotional Evaluations*
2. *Examination Results*
3. *Other Internal Qualifications*
 - a) *additional examinations*
 - b) *additional experience*
 - c) *courses taken*

C. EVALUATION

Senior Officers and Management will evaluate the skill, competence and ability of newly appointed officers during the first six months immediately following each permanent promotion.

SECTION 3 WESTSIDE FIRE RESCUE EVALUATIONS

A. GENERAL CONDITIONS

The Fire Officer will be based on the N.F.P.A. Fire Officer I or equivalent.

The Fire Chief will determine the number of members based on the Westside Fire Rescue Services seniority list allowed to submit for the promotional examination.

B. CAPTAINS

Captains must complete Fire Officer I in the year eligible for promotion, barring any unforeseen circumstances that prevent such from taking place, beyond the control of the Employer or the employee

Candidate promotion of eligible department members is based on the Fire Chief and his/her recommendation. Such recommendations shall be posted for not less than fourteen (14) days.

Westside Fire Rescue members must be registered in Fire Officer I for any such temporary rank assignment regardless of the time frame.

C. PAYMENT FOR TRAINING

Westside Fire Rescue will pay the cost for the Fire Officer I course providing the candidate can complete the recommended courses within the time frame established by the educational body.



Human Resources

1450 K.L.O. Road
Kelowna, B.C. V1W 3Z4

Telephone: (250) 469-6249
Fax: (250) 763-7497
hr@cord.bc.ca
www.regionaldistrict.com

November 16, 2006

Letter of Understanding

Between: The Regional District of Central Okanagan

And: The International Association of Fire Fighters, Local 4457

Re: Pre Certification Accumulated Sick Bank

The parties agree that while the ability to continue to accumulate sick days has been replaced by the sick pay provisions outlined in the first collective agreement, those sick days accumulated to-date would be available in the event that long term disability benefits were delayed beyond the 26 weeks outlined in the Collective Agreement.

On Behalf of:

*The International Association
of Fire Fighters, Local 4457*

On Behalf of:

The Regional District of Central Okanagan
