

COLLECTIVE AGREEMENT

BETWEEN

CITY OF POWELL RIVER

AND

**POWELL RIVER
PROFESSIONAL FIRE FIGHTERS ASSOCIATION
LOCAL 1298
OF THE
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS**

01 January 2007 – 31 December 2011

CITY OF POWELL RIVER / POWELL RIVER FIRE FIGHTERS LOCAL 1298
Collective Agreement 01 January 2007 – 31 December 2011

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CITY OF POWELL RIVER / POWELL RIVER FIRE FIGHTERS LOCAL 1298
Collective Agreement 01 January 2007 – 31 December 2011

THIS AGREEMENT made and entered into this 12th day of December, 2006.

BETWEEN:

CITY OF POWELL RIVER

(hereinafter called the “Employer”);

OF THE FIRST PART

AND:

**POWELL RIVER PROFESSIONAL FIRE FIGHTERS ASSOCIATION LOCAL 1298 of
the International Association of Fire Fighters**

(hereinafter called the “Union”)

OF THE SECOND PART.

I COVERAGE:

1.01 Covering

WHEREAS the City of Powell River is an employer within the meaning of the Labour Relations Act, being Chapter 17 of the Statutes of British Columbia, 1954;

AND WHEREAS the Union is the duly certified bargaining authority for those employees of the City of Powell River employed as Fire Department Personnel at Powell River, British Columbia;

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

II TERM OF AGREEMENT:

2.01 Term of Agreement

- (a) This Agreement (including all schedules) shall be in effect from 01 January 2007 to 31 December 2011 but shall continue and remain in full force and effect from year to year thereafter unless either party at least two (2) months prior to the expiry date in any year, gives the other party written notice of desire to renew, amend, or terminate such agreement.
- (b) If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of this Agreement (including all schedules) during the period of bona fide collective bargaining.
- (c) The Schedules of this Agreement are considered by the parties to be a part of this Agreement. They shall continue in force through successive Agreements until varied or cancelled through negotiations between the parties.

III UNION SECURITY:

3.01 All Employees to be Members

All employees covered by the Union Certificate of Bargaining Authority shall, during the term of this Agreement, become a member of the Union immediately following thirty (30) days of employment and shall maintain membership in good standing with the Union as a condition of employment.

3.02 Contracting Out

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

3.03 Access to Personnel File

An employee shall have the right at a mutually acceptable time to have access to and review the employee's personnel file. An employee has the right to make copies of material in the employee's personnel file.

Any record of discipline of an employee shall not be used against him at any time after twenty-four (24) months, unless a similar act complained of is repeated within twenty-four (24) months.

3.04 Union Dues

As a condition of continued employment, each employee shall complete and sign and provide to the Employer an authorization form providing for the regular deduction of Union dues and initiation fees.

Following notification from the Union of the amounts to be deducted, or the formula to be used for the deductions, the Employer shall deduct such dues, and remit them to the Union. The Employer shall also send a list of the employees from whom deductions have been made, and the amount deducted from each.

3.05 Notice Boards

Notice boards shall be provided at all fire halls to inform membership of issues.

3.06 Signed Copies of Agreement

Management will provide a signed copy of the Collective Agreement to each member of Local 1298. The copy of the agreement will also be provided to the Union on computer diskette.

3.07 Employment Equity

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

3.08 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

IV MANAGEMENT RIGHTS

4.01 Management Rights

Without restricting the rights of the employees under the terms of this Agreement, the Union recognizes the right of the Employer to manage its affairs and operations and to direct its working forces including the right to hire, suspend for just cause, discharge for just cause, promote, demote, discipline, lay off or transfer any employee, and the right to

determine job content, evaluate jobs and assign work, subject to the provisions of this Agreement. The foregoing shall not be deemed to exclude other functions of management not specifically covered in this Agreement.

V REMUNERATION

5.01 Remuneration

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

VI WORKING CONDITIONS:

6.0 Acting in a Higher Rank

When any employee is temporarily assigned to carry out the responsibilities and duties of a position or rank higher than the employee's current position or rank, the employee shall be paid at the rate of pay for the higher rank while so acting.

6.01 Promotional Policy

That, with regard to promotion, it is agreed that all other things being equal, effect shall be given to seniority. The employees shall retain the right to appeal under the grievance procedure contained in this Agreement.

6.02 Changes in Working Conditions

Changes in working conditions affecting the Fire Department Personnel will be discussed with the Union Bargaining Representatives before being implemented.

6.03 Vacancies – Posting of Positions

When a vacancy occurs affecting personnel covered by this Agreement or a new position is created therein, notice thereof will be posted at all Fire Halls at least twenty-three (23) days prior to the position being filled permanently.

6.04 Probationary Period

New employees are probationary until the completion of six (6) months satisfactory service (which, at the discretion of the Fire Chief, may include temporary time worked with the Employer).

If such a person continues in the same position, it will be on a permanent basis. Seniority, vacation benefits and other prerequisites referable to the length of service shall date back to the original date of employment. Temporary or relief employees are not covered by this subsection.

6.05 Type of Work Performed

The employer shall not, as a condition of the employee's job as a Fire Fighter require him, nor shall any employee covered by this Agreement, be required to perform any work or duty not in any way connected with:

- (1) The prevention and suppression of fire;
- (2) Normal rescue and safety services;

- (3) The routine housekeeping and maintenance of equipment and real property related thereto.

Nothing in this section shall prevent the employer from requesting or requiring an employee, or the employee from performing as a condition of the employee's job as a Fire Fighter, any work or duty in connection with Civil Defense, including training, National Survival exercises and action in the event of war or national emergency or in the event of natural catastrophes.

6.06 Membership – Volunteer or Auxiliary Fire Department

Any person covered by this Agreement, shall not hold membership in a Volunteer or Auxiliary Fire Department with the City of Powell River.

6.07 Annual Medical Examination

It shall be mandatory for all Fire Fighters covered by this Agreement to have an annual medical examination which will be paid for by the Employer.

6.08 Duty on Call Fire Fighters

A minimum of two, with a maximum of three Duty on Call Fire Fighters will be called to all fire calls or emergencies at the discretion of the Municipal Fire Chief.

The Fire Chief retains authority to call additional Fire Fighters if he is of the opinion that the circumstances require additional Fire Fighters.

Duty on Call Fire Fighters are those employees who are not on their regular scheduled days off.

6.09 Hours and Days of Work

(a) Fire Suppression Division

The working period of each employee shall be the equivalent of forty-two (42) hours per week. This shall be accomplished by a two platoon system scheduled so that there will be four (4) consecutive days of work followed by four (4) consecutive days of rest.

The four (4) consecutive days of work shall be two (2) consecutive day shifts of ten hours each, followed by two (2) consecutive night shifts of fourteen (14) hours each.

(b) Fire Prevention Division

Work week shall consist of seven (7) hours per day with a maximum of thirty-five (35) hours per week.

(c) Secretary-Dispatcher

Work week shall be a maximum of 20 hours per week as follows:

Monday through Friday 0830 to 1230 hours (with no meal time).

(d) Relief Position

Relief positions may be established for holiday and lieu-time relief. The relief personnel shall follow a set shift where possible. When unable to follow a set shift the principle of work one shift, off one shift shall prevail, i.e. Work one, off one, work two, off two, work three, off three. Ninety-one ten hour day shifts and Ninety-one 14 hour night shifts must be scheduled per year. This scheduling will be at the discretion of the Fire Chief.

6.10 Overtime

At the time of working overtime the employee shall have the choice of taking the overtime as time off or as a cash payment. Time off in lieu of overtime shall accumulate to a maximum of 62 hours. All overtime worked in excess of 62 hours shall be automatically paid out as a cash payment rather than taken as time off, with the option to pay out the full accumulated amount of overtime if requested.

Time off in lieu of overtime shall be at the mutual convenience of the employee and the Fire Chief. Two weeks notice shall be given for each request for time off and not less than one (1) shift will be taken at a time.

(a) Emergency Callouts

- (1) Will be reimbursed to the employee as time off in lieu of the callout at a rate of time and one half (1½). Additionally, emergency callouts that occur on a statutory or other holiday as determined by the City shall be at a rate of two (2) times the employee's rate of pay.
- (2) There will be a minimum of two (2) hours remuneration per callout.
- (3) All callouts for fire, first responder and rescues, shall be considered emergency callouts.
- (4) A duty callback in the acting position shall receive the rate of pay for the higher rank while so acting.

(b) Non-Emergency Callouts

- (1) Will be reimbursed to the employee as time off in lieu of the callout time, at the rate of time and one half.
- (2) There will be a minimum of two (2) hours remuneration at straight time.
- (3) All callouts in the case of sickness, accident, compassionate leave, P.E.P. measures and related exercise, fire practices, public relation duties, shall be considered non-emergency callouts. Other occasions shall be considered non-emergency callouts when the Employer or the Fire Chief deems it necessary.
- (4) In lieu of twenty-four (24) hours notice of callout, the Employer shall pay one hour call time at straight time.

(c) Provisions

- (1) Overtime shall be hours worked other than regularly scheduled shifts and shall not include emergency callouts.

- (2) Overtime rate shall be one and one-half times the hourly rate.
- (3) The hourly rate shall be calculated at one/one hundred and eighty-second (1/182) of the current gross monthly salary of the concerned employee for those employees normally working forty-two (42) hours per week and at one/one hundred and fifty-second (1/152) for those employees normally working thirty-five hours (35) per week, and at one/one hundred and sixty-third (1/163) for those employees normally working thirty-seven and one-half (37 1/2) hours per week. One eighty-seventh (1/187) for those employees normally working twenty hours per week.

(d) Statutory Holidays

All statutory holidays worked plus all other holidays declared by the City of Powell River, Provincial or Dominion Governments, to be paid at the rate of time and one half their regular hourly rate for all time worked between the hours of 0800 on the holiday worked and 0800 the following day.

Statutory Holiday

New Year's Day	B.C. Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

All employees performing overtime work on a statutory holiday shall receive 1 ½ times their straight time rate of pay for the position held for all hours so worked on the above mentioned day(s). Additionally, all overtime hours worked on a statutory holiday shall be replaced for the same number of hours, at a time mutually agreeable to the employee and the Employer.

6.11 Banked Lieu Time – Overtime & Fire Academy

- (a) Lieu time can be accumulated for overtime which would include fire calls and sick leave. Fire Academy lieu time will also be included.
- (b) Time off must be applied for in writing, and must be approved by the Chief or designate prior to the day in question.
- (c) When the request has been approved two weeks in advance of the dates requested, the dates cannot be changed except by mutual agreement, unless no qualified person is available.
- (d) Fire Academy time will be banked based on a twelve (12) hour day.
- (e) An employee who attends any approved out of town training course while on regularly scheduled days off, shall receive lieu time calculated at straight time for all hours in attendance or while representing or performing duties on behalf of the City on department related issues.

6.12 Lay-Off

In the event of a reduction in staff of the Fire Department being necessary seniority shall govern providing the employee is qualified to perform the available work.

6.13 Recall

An employee shall retain recall rights from the date of lay-off for a period of time equal to their length of continuous employment with the department immediately preceding such lay-off up to a maximum of twenty-four (24) months. Recall shall be in the order of seniority providing the senior employee is qualified to perform the work available.

6.14 Residency Requirements

Must live within driving distance of the Municipality without having to use ferry service.

6.15 Attendance at Captain's Meetings

Any employee who is not on duty and is requested to attend a Captain's meeting, and who attends, will be given time off in lieu of pay for a minimum of two (2) hours (at one and one-half). In the event that the duration of any meeting is longer than two (2) hours, the employee shall be given time off for all time so spent. This time off shall be taken at a time mutually agreed between the employee and the Employer.

6.16 Officer in Charge

Each shift will have a Captain as the officer in charge.

VII ANNUAL VACATION:

7.01 Vacation Entitlement Regulations

(a) Annual Vacations – "Calendar Year"

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

(b) Continue to Work

No employee may continue to work and draw vacation pay in lieu of taking the vacation.

(c) Non Cumulative

Vacations are not cumulative and must be taken within the vacation period except for those employees qualifying for less than two weeks vacation who may accumulate their vacation to the following vacation period.

An employee unable to take annual vacation, supplemental vacations, or statutory holidays in the booked vacation period because of illness or injury, may carry it over to the following year, and must take it at the first opportunity.

(d) Allotment

The allotment of vacation time is to be decided by mutual agreement with the Fire Chief.

(e) Workers' Compensation Board

- (1) Time lost as a result of an accident as recognized by the Workers' Compensation Board, suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation or for recognized paid holidays.
- (2) An employee will only be entitled to receive such vacation or holiday payments while on Workers' Compensation for a period up to but not exceeding one (1) year from the date of employee's accident or injury.

(f) Commencement Date

- (1) All annual vacations shall start on the first day of a day shift.
- (2) Holiday week for tour workers shall mean two (2) day shifts of ten hours each plus two (2) night shifts of fourteen (14) hours each.
- (3) Holiday week for day shift workers shall mean Monday to Friday inclusive in any calendar week.

7.02 Vacation Entitlement

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

- (a) 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*.
- (b) Those employees who were on the Employer's payroll on January 1 and who have been employed for less than twelve (12) months prior to the said January 1, but who have worked fifteen hundred (1500) hours during the twelve (12) months immediately preceding the said January 1, shall be granted two weeks vacation with pay, the pay being equal to four per centum (4%) of the total wages earned by the employee during the twelve (12) months immediately preceding the said January 1.
- (c) Those employees on the payroll of the Employer on January 1 who have been employed for less than twelve (12) months prior to the said January 1, and who do not qualify for a vacation under subsection (b) above, will be granted one quarter (1/4) of a day's vacation with pay for each full week of actual work performed prior to the said January 1, the pay being equal to four per centum (4%) of the total wages earned by the employee during the said period of his employment with the Employer prior to the said January 1.
- (d) Those employees who, as of January 1 in any year, have qualified for their second vacation with pay under the terms of this contract shall be granted a third weeks' vacation with pay, the pay being equal to six per centum (6%) of the total wages earned by the employee during the twelve (12) months immediately preceding the said January 1.
- (e) Those employees who, as of January 1 in any year, have qualified for their ninth vacation with pay under the terms of this contract shall be granted a fourth

weeks' vacation with pay, the pay being equal to eight per centum (8%) of the total wages earned by the employee during the twelve (12) months immediately preceding the said January 1.

- (f) Those employees who, as of January 1 in any year, have qualified for their seventeenth vacation with pay under the terms of this contract shall be granted a fifth weeks' vacation with pay, the pay being equal to ten per centum (10%) of the total wages earned by the employee during the twelve (12) months immediately preceding the said January 1.
- (g) Those employees who, as of January 1 in any year, have qualified for their twenty-fourth vacation with pay under the terms of this contract shall be granted a sixth weeks' vacation with pay, the pay being equal to twelve per centum (12%) of the total wages earned by the employee during the twelve (12) months immediately preceding the said January 1.
- (h) Vacation pay shall be based upon the greater of an employee's basic rate for a standard weekly schedule of two percent (2%) of gross earnings for the preceding calendar year for each week of earned vacation.

7.03 Supplementary Vacations

- (a) In addition to Article 7.02, the following shall be applicable:

Schedule of Supplementary Vacations

Weeks of Supplementary Vacations	Years of Completed Continuous Service
One week	After five years
Two weeks	After ten years
Three weeks	After fifteen years
Four weeks	After twenty years
Five weeks	After twenty-five years
Five weeks	After thirty years

- (b) At retirement or termination from the Employer, an employee who has completed five (5) or more years of service shall be entitled to that portion of supplementary vacation proportionate to the number of years of service completed subsequent to his last five (5) year entitlement.

7.04 Statutory Holidays

- (a) **Fire Fighters**

After completion of six (6) month probationary period, each employee engaged in a type of work required to be performed continuously shall be credited with one working day per month up to a maximum of eleven (11) working days per year in lieu of statutory holidays plus all other holidays declared by the City of Powell River, Provincial or Dominion Government. Such days shall be taken in the calendar year following that in which they were earned.

- (b) **Dayshift Worker**

Statutory holidays shall be granted in accordance with Article 6.04(a); however, they must be taken on the day in which they occur. If a statutory holiday falls on a

Saturday or Sunday, the following Monday shall be declared a holiday. If a statutory holiday falls on a regular working day while the Dayshift Worker is on annual vacation, he shall receive one (1) additional day of vacation with pay in lieu of said statutory holiday.

7.05 Christmas and New Year's Provision

The following provisions shall apply during the Christmas and New Year's holiday:

- (1) When Christmas falls on a Tuesday, the preceding Monday shall be declared a holiday;
- (2) When Christmas day falls on a Wednesday, the next succeeding Friday shall be declared a holiday;
- (3) When New Year's Day falls on a Tuesday, the preceding Monday shall be declared a holiday;
- (4) When New Year's Day falls on a Thursday, the succeeding Friday shall be declared a holiday.

VIII STATUTORY LEAVE:

8.01 Absence from Duty of Union Officials

For meetings with Council or representatives of Council, time off with pay shall be granted to official representatives of the Union upon application to and with permission of the Fire Chief when it becomes necessary to transact business in connection with matters affecting members of the Union.

IX UNIFORMS AND EQUIPMENT:

The parties recognized that the schedule for the issuance of uniformed clothing contained herein is not always in the best interests of the Department and the Union's members. Should the parties mutually agreed therefore to a variance in this schedule, such variance shall be made on a without prejudice basis.

9.01 Clothing

(a) Fire Fighters

The Employer shall provide every person covered by this Agreement with a full uniform in the first and second year. Full uniform to consist of one tunic, one pea jacket, one cap, two ties, two pairs of trousers, two work shirts, two dress shirts and one pair of boots.

In addition, one pea jacket, one tunic and one cap to be issued every third year and two pairs of trousers, two work shirts, two dress shirts, and one tie and one pair of boots to be issued annually. All clothing referred to herein shall be returned by every person leaving the service of the Employer excepting those persons retiring on Municipal Pension Plan. Work coveralls will be provided every two years or as required for Fire Department Personnel covered by this Agreement. The previous issue of coveralls to be returned on receipt of a new issue.

(b) Secretary-Dispatcher

The Employer shall provide the Secretary-Dispatcher with a uniform annually to consist of one navy skirt, one navy pants, four light blue shirts, one tie, and one pair of navy pumps (low heels).

In addition, one pea jacket will be issued in the first year, and every third year thereafter. Also a cap will be issued on a one time basis. All clothing referred to herein shall be returned by every person leaving the service of the Employer excepting those persons retiring on Municipal Pension Plan.

9.02 Fire Fighting Equipment

The Employer will also provide every person covered by this Agreement whose duty includes the fighting of fires, with fire fighting equipment which shall include turnout boots, helmet, turnout pants, a service coat, a service belt, gloves and any such equipment as may be recommended by the Department and approved by the Employer. All such equipment shall be returned to the Employer when the employee ceases to perform such duty.

X EMPLOYEE BENEFITS:

10.01 General

- (a) All benefit plan coverages, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefit plans as amended from time to time. Any descriptions in this Agreement are provided for the purpose of general information.
- (b) All Employees who normally work an average of 20 hours per week or more shall be eligible for all benefits in this Article. An employee who chooses not to participate in compulsory benefit plans may do so providing they provide proof of coverage elsewhere.
- (c) Coverage under the benefit plans shall begin at the beginning of the next month after three months on probation is completed.
- (d) The Employer shall pay 100% of the premiums for the Employee Benefit Plans in Article 10.02.
- (e) The Employer agrees that the members of IAFF Local 1298 shall enjoy equal to or greater health, dental, life and other benefit provisions to that enjoyed by any other unionized employee of the City of Powell River. Should any unionized employee group improve any benefit plan during the term of this agreement, the same shall apply to the members of IAFF Local 1298.

10.02 Employee Benefit Plans

- (a) **Medical Plan**
 - Medical Services Plan of B.C.
 - Participation is voluntary.
- (b) **Extended Health Benefit Plan**

- Reimburses 80% of eligible expenses after a deductible of \$25 per year;
- Lifetime reimbursement maximum of \$500,000 per insured person;
- Vision care provides reimbursement of up to \$150 in a 24 month period;
- Participation is a condition of employment (if not covered elsewhere).

(c) Dental Insurance Plan

- Plan covers 100% of Basic Dental Plan "A",
80% of Dental Plan "B" (major restorative services),
60% of Dental Plan "C" (orthodontic services) up to maximum
lifetime reimbursement of \$4,000 per dependant child;
- Participation is a condition of employment (if not covered elsewhere).

(d) Group Life Insurance and AD&D Plans

- Life insurance coverage of: Three times regular salary to a maximum of \$210,000;
- AD&D coverage in amount equal to employee's life insurance, with maximum of \$210,000;
- Dependent Life Insurance: spouse \$4,000, child 15 days or over \$200, child 1 year or over \$2,000;
- Participation is a condition of employment.

(e) Weekly Indemnity Plan

- Benefit is \$25 per week payable at 1/7 for each day of total disability;
- Waiting period for accident – nil, for illness – seven days;
- Benefit payable for maximum of 13 weeks;
- Participation is a condition of employment.

10.03 Benefits While Absent

Employees on authorized leave without pay, or on lay-off with recall rights, may continue on the applicable benefit plans by paying the full premiums in advance each month. An employee granted leave of absence without loss of pay shall remain on the applicable benefit plans.

10.04 Meal Allowance

Employees will be provided with a meal, or where it is impractical to provide a meal, employees will be responsible to purchase their own meal and mark a meal allowance on their time-card. The employee will be reimbursed twelve (\$12.00) dollars on their next pay cheque. This will be a non-taxed benefit. The employee will be eligible for reimbursement for a meal under any of the following circumstances:

- (1) Where an employee is required to work in excess of one (1) hour immediately following completion of their regular shift, and one (1) additional meal every four (4) hours thereafter;
- (2) When an employee is directed to report for work more than one half (1/2) hour prior to their regular shift with less than four (4) hours notice and the incident is completed with less than one hour remaining before starting his regular shift;
- (3) When an on duty Fire Fighter is in attendance at a fire for more than three (3) hours, and one additional meal every four (4) hours thereafter;

- (4) When a Fire fighter is called in on a fire call, after three (3) hours work and an additional meal every four (4) hours thereafter;
- (5) When an employee is called to work on days off with less than four (4) hours notice and has worked a minimum of three (3) hours.

10.05 Sick Leave

- (1) All employees after three (3) months service shall be granted the following annual sick leave without loss of pay because the employee is unable to perform his/her duties:
 - (a) Fire Fighters – 1 ½ working days for each month worked;
 - (b) Secretary-Dispatcher – 8 hours per month for each month worked.

When an employee has not had such sick leave or leave or any portion thereof to which he is entitled under the foregoing schedule, he shall be entitled to secure such unused portion for his future benefit to a maximum of one hundred and eighty (180) working days.

- (2) It is further agreed and understood that an employee, after a minimum of ten (10) consecutive years with the Employer and upon attaining minimum retirement age for Municipal Pension Plan allowance, or upon death in service, shall receive a cash sum as follows:

For Fire Fighters: one times twelve times the normal hourly rate (1 x 12 x hourly rate) of pay at the time of retirement or death to a maximum of 90 days, less one day for every year served since 31 December 2006;

For the Secretary-Dispatcher: one times four times the normal hourly rate (1 x 4 x hourly rate) of pay at the time of retirement or death to a maximum of 180 days.

- (3) In the same case of sick leave, an employee may be allowed sick leave without loss of pay for a period of three (3) days without producing a medical certificate. However, in the event that the Fire Chief and Chief Administrative Officer are not satisfied that such absence is caused by illness, such Fire Chief and Chief Administrative Officer, may at their discretion, require a medical certificate or acceptable proof.

10.06 Workers' Compensation Board

(a) Coverage

Employees will be covered by the Workers' Compensation Act.

(b) Monthly Remuneration

Every employee covered by this Agreement who is absent from his duties due to injuries received while on duty, shall receive from the Employer his full monthly remuneration during such absence provided that he is entitled to be paid Workers' Compensation and provided that all such compensation from the Workers' Compensation Board is remitted to the Employer. The usual Municipal Pension Plan shall be deducted from the employee's regular rate of pay. The provisions of this clause do not apply where an employee is permanently incapacitated from serving as a Fire Fighter.

10.07 Municipal Pension Plan and Retirement Allowance

All employees eligible shall be covered by the provisions of the Municipal Superannuation Act.

Subject always to the qualifying provision contained in Section 9(1) of the Pension (Municipal) Act, the Employer agrees to participate in such contributions as are necessary to extend pensionable service of members of the Union covered by this Agreement up to a maximum of six (6) months, which extension represents time served by the member in a probationary capacity which has not heretofore been considered as pensionable service. Such benefit to be subject to the following:

- (a) The member must have a vested interest in the Pension (Municipal) Act and have reached the age of minimum retirement in order to qualify;
- (b) Any member of the Union who wishes to take advantage of this benefit must give at least six (6) months notice in advance of the contemplated retirement date and make such arrangements as are necessary at the time regarding his own contributions, provided however, the time constraints provided for in this paragraph may be waived under special circumstances by application to and with the approval of the Employer;
- (c) Cost of increased benefits, as defined by the Commissioner of the Municipal Pension Plan, is shared 50/50 by the employee and the Employer as per Section 9(1)(b) of the Pension (Municipal) Act;
- (d) The above notwithstanding, in order to be eligible for the benefits of this Article, the member must actually retire early. For purposes of this Article, "early retirement" shall mean retirement prior to the time the member would normally have been expected to retire were it not for the exercise of his option under this Article. In this regard, such retirement must always take place when the member is aged fifty-nine and one-half (59 ½) years or less and such member must have thirty-four and one-half (34 ½) years of service or less.

10.08 Unemployment Insurance

All employees shall be covered by Unemployment Insurance if they are automatically eligible.

10.09 Compassionate Leave

- (1) Any Fire Department employee (permanent) may be granted a leave of absence with pay at the time of a death or burial of a member of the immediate family at the discretion of the Fire Chief and Chief Administrative Officer. Leave shall not exceed three days and "immediate family" shall include spouse, children or step-children, father, mother, including step-parents, mother-in-law, father-in-law, brother, sister, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren and current spouse's grandparents and grandchildren.
- (2) An employee, upon request in writing, may, at the discretion of the Fire Chief and Chief Administrative Officer, be granted an additional two (2) days leave without loss of pay to allow for traveling time should there be considerable distance involved.

10.10 Severance Pay

As an alternative to accepting lay-off, an employee who is laid off due to a cutback in manpower, may choose to receive one half (1/2) of the unused balance of his accumulated sick time as severance pay, and shall not have recall rights.

10.11 Jury Duty

Any regular full time employee who is required to report for jury duty or who is required to appear as a Crown witness on a day on which he would normally have worked will be reimbursed by the Employer for the difference between the pay received for jury or witness duty at his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of a Fire Fighter's scheduled working day or forty-two (42) hours per week, or for the Dayshift Workers at thirty-seven and one-half (37 ½) hours per week, or for the Secretary-Dispatcher at 20 hours per week, less pay received for jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury duty or witness pay received. Hours paid for jury or witness duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

10.12 Emergency Days

An employee may be granted a maximum of two days leave without loss of pay in the case of a household emergency at the discretion of the Fire Chief and Chief Administrative Officer.

10.13 Pregnancy Leave, Parental Leave

The Pregnancy Leave and/or Parental Leave provisions as outlined in the current *Employment Standards Act*.

10.14 Municipal Pension Plan Special Agreement

(a) Contributions

From the first day of employment, effective December 11, 2006, the Employer shall contribute two and one quarter (2¼ %) of basic regular earnings to be an additional contribution to the Municipal Pension Plan and the employee will contribute two and one quarter (2¼ %) of the employee's basic regular earnings to the same fund in accordance with the terms of an agreement entered into between the Municipal Pension Plan and the Employer.

Members of Local 1298 who choose to terminate employment with the City of Powell River without drawing a pension may only access pension benefits in accordance with the Municipal Pension Plan rules.

(b) Over Contributions

If the Employer receives a refund from the Pension Corporation as a result of contributions that exceed the maximum allowable contribution amounts as allowed by the Canada Customs and Revenue Agency, the refund shall be

divided equally (50/50) between the Employer and Employee to be paid on the next pay period.

(c) **Pension Plan Alterations**

In the event that changes are made to the existing Municipal Pension Plan during the term of this agreement it is agreed that they will be reviewed and discussed between the Union and Employer. The Special Agreement shall not be altered or amended without written consent from the Union and the Employer.

XI GRIEVANCE AND ARBITRATION:

11.00 Grievance

Should any difference arise between either party of the 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 shall be the subject of collective bargaining between the Union and the Employer to be finally and conclusively settled under and by the following procedures:

- (a) The aggrieved person shall, in the first instance, give full particulars of his grievance in writing to the Fire Chief or, in his absence, his Deputy within ten (10) days of the alleged incident;
- (b) If the alleged grievance is not settled by the Fire Chief within ten (10) days, the matter shall be referred to the Chief Administrative Officer who shall arrange for meetings with the Union within ten (10) days of receipt of such request. If the Union does not respond to the Chief Administrative Officer's decision within ten (10) days, the matter will be considered closed;
- (c) If the alleged grievance is not settled by the Chief Administrative Officer within ten (10) days, the matter shall be referred to the Grievance Committee of the Employer who shall arrange for meetings with the Union within ten (10) days of receipt of such request;
- (d) If no settlement is reached with the Grievance Committee of the Employer within ten (10) days, then the grievance shall be finally and conclusively settled without stoppage of work by submission to a Board of Arbitration.

11.01 Arbitration

- (a) A grievance shall be submitted to arbitration by the grieving Party, by giving Notice to the other Party to this effect. This Notice must be given within fourteen days of the end of the period for the previous step.
- (b) The arbitration shall be conducted by a Board of Arbitration unless the parties agree, within five days of the Notice being received, to have the arbitration conducted by a single arbitrator.
- (c) A Board of Arbitration shall consist of three persons, one to be chosen by each party, the third, who shall be the Chairman, to be selected by the two so appointed. The representative of the parties concerned must meet within ten (10) days of appointment and are allowed a further seven (7) days to agree upon a Chairman. If they fail to agree upon a Chairman, either party may apply to the Director of the Collective Agreement Arbitration Bureau to appoint a Chairman. The decision of the Board shall be final and binding on both parties. Each party

shall bear the fees and expenses of the arbitrator by such party and shall pay one-half of the fees and expenses of the Chairman.

- (d) If a single arbitrator is to conduct the arbitration, the single arbitrator shall be selected by two parties. If they fail to agree upon an arbitrator within seven (7) days of the submission, either party may apply to the Director of the Collective Agreement Arbitration Bureau to appoint one. The decision of the Arbitrator shall be final and binding on both parties. Each party shall bear one half of the fees and the expenses of the arbitrator.
- (e) The Arbitration Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

11.02 Policy Grievance

Either Party may submit a policy grievance concerning the general application and interpretation of the collective agreement. Such grievances shall be commenced at Step 2.

11.03 Time Limits

The time limits in this Article can only be extended by mutual agreement of the parties.

11.04 Day Defined

In Article XIII, "day" shall mean a calendar day.

XII TRAINING AND JOB IMPROVEMENT:

12.00 General Courses

The Employer will reimburse an employee who successfully completes courses approved by the Fire Chief and Chief Administrative Officer for the cost of such course.

If the purpose of taking such an approved course is to enable the employee to advance to the next level of qualification, the Employer will pay the registration fee in advance. The Employer will only pay an employee's registration fee once for each course.

12.01 Occupational First Aid

(a) Fire Fighters to Qualify Before First Class

It shall be mandatory that all Fire Fighters hired after 01 January 1983, must before qualifying as a first class Fire Fighter, have held an Occupational First Aid Level 3 Certificate or a recognized equivalent, in accordance with Operational Guideline 5.01.15 dated 28 May 2001.

(b) Courses

Fire Fighters who complete the Occupational First Aid course, but do not successfully receive a valid Occupational First Aid ticket will be reimbursed for the cost of such course on one occasion only. The Employer agrees to reimburse Fire Fighters for the cost of such courses to maintain a valid Occupational First Aid ticket.

12.02 Training

- (a) When a Fire Fighter goes on course for one week, five (5) day training course, the Employer shall allow him two (2) days off at a later date when schedules permit at the discretion of the Fire Chief or his designate.

- (b) When a Fire Fighter goes on a two week, ten (10) day training course, the Employer shall allow him four (4) days off at a later date when schedules permit at the discretion of the Fire Chief or his designate.

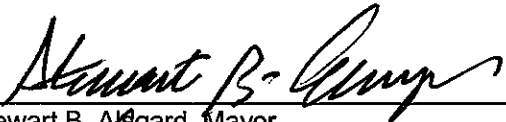
- (c) The Employer will not cover any expenses incurred by the Fire Fighter resulting from returning to Powell River for the weekend between a two week course.

12.03 Medical First Responder Level 3

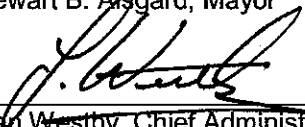
All Fire Fighters must hold a valid Emergency Medical Assistant First Responder Level 3 licence before becoming a permanent employee, and must maintain it. The City of Powell River will bear the cost of training.

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

Sealed with the Seal of the City of Powell River and signed by:)




Stewart B. Alsgard, Mayor)




Stan Westby, Chief Administrative Officer)

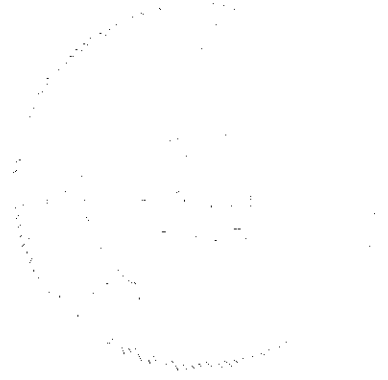
Sealed with the Seal of the Powell River Professional Fire Fighters Association, Local 1298, of the International Association of Fire Fighters and signed by:)



Terry Peters, President)



Bill Grantham, Secretary)



**CITY OF POWELL RIVER / POWELL RIVER FIRE FIGHTERS LOCAL 1298
Collective Agreement 01 January 2007 – 31 December 2011**

SCHEDULE "A" – MONTHLY RATES

Fire Fighter	Formula	1-Jan-07	1-Jul-07	1-Jan-08	1-Jul-08	1-Jan-09	1-Jul-09
1st 6 months	70%	3,494	3,582	3,671	3,763		
2nd 6 months	75%	3,744	3,837	3,933	4,032		
2nd year	80%	3,993	4,093	4,196	4,300		
3rd year	90%	4,493	4,605	4,720	4,838		
4th year	100%	4,992	5,117	5,244	5,376		
10th year	102%	5,092	5,219	5,349	5,483		
15th year	105%	5,241	5,372	5,507	5,644		
* Lieutenant	112%	5,703	5,845	5,991	6,141		
*Captain	122%	6,212	6,367	6,526	6,689		
Fire Prevention Officer	125%	6,240	6,396	6,556	6,719		
Secretary/Dispatcher (based on a 37 1/2 hour week)	89%	4,443	4,554	4,668	4,784		

Tenth year increase payable on completion of 10th calendar year of service.
All other rates effective upon commencement.

- * Rates so identified use the 10th year Fire Fighters as a base.
The remainder, are based on the 4th year Fire Fighter rate.
Three (3) years to become First Class Fire Fighter.

Wage Increases for January 2009 to 31 December 2011:

- Effective 01 January 2009, the monthly 4th Year Fire Fighter rate in effect on 31 December 2008, shall be increased by the percentage necessary to equal 93% or greater of the "BC Benchmark". The new monthly rates shall be rounded to the nearest whole cent. All other existing rank indices shall be maintained.
- Effective 01 July 2009, the monthly 4th Year Fire Fighter rate in effect on 30 June 2009, shall be increased by the percentage necessary to equal 95% or greater of the "BC Benchmark". All other existing rank indices shall be maintained.
- Effective 01 January 2010, the monthly 4th Year Fire Fighter rate in effect on 31 December 2009, shall be increased by the percentage necessary to equal 97% or greater of the "BC Benchmark". The new monthly rates shall be rounded to the nearest whole cent. All other existing rank indices shall be maintained.
- Effective 01 July 2010, the monthly 4th Year Fire Fighter rate in effect on 30 June 2010, shall be increased by the percentage necessary to equal 100% or greater of the "BC Benchmark". The new monthly rates shall be rounded to the nearest whole cent. All other existing rank indices shall be maintained.

CITY OF POWELL RIVER / POWELL RIVER FIRE FIGHTERS LOCAL 1298
Collective Agreement 01 January 2007 – 31 December 2011

- Effective 01 January 2011, the monthly 4th Year Fire Fighter rate in effect on 31 December 2010, shall be increased by the percentage necessary to equal 100% or greater of the "BC Benchmark". The new monthly rates shall be rounded to the nearest whole cent. All other existing rank indices shall be maintained.

BC Benchmark

The parties agree that wage parity shall be considered the "BC Benchmark", which is defined as the majority of first class (4th year) fire fighter monthly rates in effect in IAFF agreements throughout British Columbia.

For the purpose of calculating the "BC Benchmark" during the term of this contract, the Employer shall reference the majority of first class (4th year) fire fighter monthly rates in effect on 31 October of the immediately prior year in the following five communities: Campbell River (Local 1668), Port Alberni (Local 1667), Saanich (Local 967), Nanaimo (Local 905), and Oak Bay (Local 1856). In the event that there is no majority rate among these five communities, an average rate will be used.

SCHEDULE "B"

Secretary-Dispatcher Position

This position is to be filled on a fixed term basis from time to time as required.

- Municipal Pension Plan– may continue to contribute to Municipal Pension Plan – not eligible for buy back provision of probationary period.
- Salary as per Fire Fighters' Collective Agreement
- Work week shall be a maximum of 20 hours per week, Monday through Friday from 0830 to 1230 (with no meal time)
- As a part-time employee, benefits will be pro-rated as follows:
 - a) statutory holidays;
 - b) vacation entitlement (annual and supplementary);
 - c) dental plan and medical coverage (basic and extended health) – after three months of continuous service, the Employer will contribute 50%;
 - d) Life Insurance – eligible after three months of continuous service;
 - e) Sick leave will accrue at eight hours per month up to a maximum of 720 hours – no payout of accumulated sick leave as term position;
 - f) Compassionate leave;
 - g) Severance pay – not applicable as term position;
 - h) Jury duty – 20 hours per week maximum;
 - i) Overtime – after seven hours;
 - j) Recall rights – 24 months.

SCHEDULE "C"

Staffing

1. There shall be one (1) suppression Fire Fighter in the bargaining unit per 1,150 residents;
2. As population increases by 2,300, the number of required suppression fire fighters in the bargaining unit shall be increased by two (2);
3. As the population decreases by 2,300 the number of required suppression Fire Fighters in the bargaining unit shall be decreased by two (2). (Increases and decreases in the complement of suppression fire fighters in the bargaining unit shall occur in increments of two (2)).
4. For the purpose of adjusting the complement of suppression fire fighters, there is a current complement of twelve (12) suppression fire fighters in the bargaining unit, and the current population of Powell River is 13,873.
5. Population adjustments will be reviewed by the parties annually by reference to Total Population Estimates, Municipalities and Regional Districts, as published by British Columbia Ministry of Management Services, BC Statistics, Population Annual Estimates, Sorted by Municipality Name.