

COLLECTIVE BARGAINING 2008  
THE DISTRICT OF SQUAMISH  
AND  
IAFF LOCAL 2874

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE DISTRICT OF SQUAMISH AGREE TO RECOMMEND TO THE SQUAMISH DISTRICT COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE SQUAMISH FIRE FIGHTER'S UNION LOCAL 2874 OF THE IAFF AGREE TO RECOMMEND TO THEIR UNION MEMBERSHIP;

THAT THE COLLECTIVE AGREEMENT COMMENCING 2008 JANUARY 01 AND EXPIRING 2010 MARCH 31 (HEREINAFTER THE "NEW COLLECTIVE AGREEMENT") SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2002-2007 Collective Agreement continue except as specifically varied below by paragraphs 2 to 18, both inclusive.

2. Term of Agreement

The term of the new Collective Agreement shall be for twenty-seven (27) months from 2008 January 01 to 2010 March 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. Wages

The Employer and the Union agree the new Collective Agreement shall reflect wage adjustments as follows:

- (a) Effective 2008 January 26 the 4<sup>th</sup> year fire fighter rate in effect on 2008 January 25 shall be increased by two and one-half per cent (2.5%) rounded to the nearest whole cent. All existing rank indexes shall be maintained.
- (b) Effective 2008 October 4 the 4<sup>th</sup> year fire fighter rate in effect on 2008 October 3 shall be increased by two and one-half per cent (2.5%) rounded to the nearest whole cent. All existing rank indexes shall be maintained.
- (c) Effective 2009 January 24 the 4<sup>th</sup> year fire fighter rate in effect on 2009 January 23 shall be increased by two and one-half per cent (2.5%) rounded to the nearest whole cent. All existing rank indexes shall be maintained.

- (d) Effective 2009 December 31 the 4<sup>th</sup> year fire fighter rate in effect on 2009 December 30 shall be increased by two and one-half per cent (2.5%) rounded to the nearest whole cent. All existing rank indexes shall be maintained.

4. Definitions – Article 1

Effective the date of ratification of the Memorandum of Agreement the Union and the Employer agree to add the following new Article 1.03.06:

“1.03.06 Duty Officer - A member appointed by the Fire Chief to respond in a command capacity outside of the normally scheduled hours of work.”

5. Labour Management Committee and Adjustment Plans – Article 8

Effective the date of ratification of the Memorandum of Agreement the Union and the Employer agree to amend Article 8 to read as follows:

“8.01 A Joint Labour/Management Committee shall be established consisting of up to two representatives of the Union and ~~up to~~ two representatives of the District **and shall meet no less than once every three months.**

8.02 The Joint Committee shall concern itself with discussing issues relating to the workplace that affect the Parties or any Employee bound by this Agreement, with problems and potential problems involving the Parties, but not with grievances, and shall have the power only to make recommendations to the Union and the District.

~~8.03 The Joint Committee shall meet at the written call of either Party, for a stated purpose, within seven (7) days of the call.~~

**8.03** The Parties shall comply with the provisions of Section 54 of the Labour Relations Code.”

6. Vacancies, Promotions and Transfers - Article 11

Effective the date of ratification of the Memorandum of Agreement the Union and the Employer agree to amend Article 11.04 to read as follows:

“11.04 Appointments from within the bargaining unit shall be made within thirty (30) calendar days of the posting. ~~Employees shall retain the right to appeal under the grievance procedure contained in this Agreement.~~”

7. Transfers - Article 11.07

Effective the date of ratification of the Memorandum of Agreement the Union and the Employer agree to amend Article 11.07(2) to read as follows:

“(2) The Employees who have been awarded a ~~bulletin~~ transfer must remain in the position for at least six (6) calendar months from the date of appointment before applying for any other posted position.”

8. Suspension – Article 12.02

Effective the date of ratification of the Memorandum of Agreement the Union and the Employer agree to delete article 12.02 (1) and renumber section (2) to 12.02 (1).

9. Hours of Work – Article 13

Effective the date of ratification of the Memorandum of Agreement the Union and the Employer agree to amend Article 13.02 to read as follows:

“13.02 Operational Employees

Forty-two (42) hours per week consisting of ten (10) hours on each Monday including two (2) hours training and eight (8) consecutive hours per day in four (4) ~~consecutive~~ days, **with two consecutive days of rest in one (1) week. The Employer, with two (2) weeks notice, unless mutually agreed to less than two (2) weeks, may move the additional two hours from Monday to another day of the week.**”

10. Flexible Working Hours – Article 13.03

Effective the date of ratification of the Memorandum of Agreement the Union and the Employer agree to delete Article 13.04 and amend Article 13.03 to read as follows:

“13.03 Flexible Working Hours

In order to accommodate any specific operational **requirements** ~~problems other than~~ and/or training, shift starting time may be flexible **with a minimum of thirty days (30) notice or by mutual consent of less than thirty (30) days.**

~~13.04 Notwithstanding the provisions contained above, Operational Employees shall be required to work each Monday between 19:00 hours and 21:00 hours inclusive.”~~

11. Stand-By for Duty Officer On-Call - Article 13.06

Effective the date of ratification of the Memorandum of Agreement the Union and the Employer agree to amend Article 13.06 to read as follows:

“13.06 Stand-By for Duty Officer On-Call

Operational Employees requested to be available on stand-by shall be paid an additional four (4) hours pay at the Employee’s regular rate of pay for each rotation for a minimum of four calendar days and a maximum of one calendar week of such stand-by. The **Duty Officer** ~~on-call Employee~~ will take a Fire Department vehicle after regular operational hours. At the discretion of the Fire Chief they will respond to emergency calls. If requested by the Fire Chief they will respond in a command capacity and be responsible for all resulting reports unless otherwise assumed by a senior ranking career officer.

**The Employer will determine the stand-by schedule.** Unless otherwise mutually agreed Employees will receive 48 hours notice to be on stand-by. Such agreement shall not unreasonably be refused. Employees will receive stand-by opportunity on a rotating cycle and will not be required to work more than a one in four (1-in-4) rotation unless mutually agreed. It is agreed that volunteer, or paid on call, fire fighters and/or officers will not be scheduled or requested to respond as a **Duty Officer** ~~in a command capacity~~, except in multiple incident situations **or where a career member is not readily available to respond.**”

**TO BE INCLUDED IN THE MEMORANDUM OF AGREEMENT BUT NOT THE COLLECTIVE AGREEMENT:**

The Employer and the Union will form a committee to determine the qualifications required of those on the Duty Roster.

12. Overtime – Article 14

Effective the date of ratification of the Memorandum of Agreement the Union and the Employer agree to:

(a) amend Article 14.03.01 to read as follows:

“14.03.01 Overtime immediately following and contiguous with the end of a regularly scheduled shift (shift extension) shall be paid at the rate of double their regular rate of pay for time

worked in excess of 15 minutes beyond the regular or designated duty shift. Shift extension time **paid shall be a minimum of one hour (1) hour and** shall be calculated in 15 minute intervals, for each portion of a 15 minute interval worked **not including the initiating 15 minute period.**

**Overtime immediately preceding and contiguous with the beginning of a regularly scheduled shift shall be paid at the rate of double their regular rate of pay for time worked for each 15 minute interval or portion of a 15 minute interval prior to the regular or designated duty shift.” and,**

(b) add the following new paragraph to Article 14.03.02:

**“A call out of less than 2 hours preceding but contiguous to the start of a shift will be compensated for overtime at double their regular rate of pay for the time spent in 15 minute intervals.”**

Make no change to Article 14.03.03

13. Annual Vacations – Article 17

Effective the date of ratification of the Memorandum of Agreement the Union and the Employer agree to amend Article 17 (h) to read as follows:

**“(h) ~~Vacation schedules shall be posted by April 1st of each year on the bulletin board, and Employees shall mark in their requested weeks, based on seniority. Vacation requests shall be submitted to the Fire Chief by April 1<sup>st</sup> of each year. A rotating system to prioritize the assignment of vacation time for employees will be prepared and submitted by the Union to the Fire Chief for approval. The final decision as to vacation allotments shall rest with the Employer.~~”**

14. Leave of Absence – Article 19

Effective the date of ratification of the Memorandum of Agreement the Union and the Employer agree to amend the Bereavement Leave section of Article 19 to read as follows:

“Bereavement Leave

An Employee shall be granted up to a total of five (5) working days leave without loss of pay in the case of a death of a parent, spouse, brother, sister, child, **son-in-law, daughter-in-law**, mother-in-law, father-in-law, grandparents, **grandparents-in-law** and grandchildren and **any other relative with whom the employee permanently resides**. Where the burial occurs two hundred (200) kilometers beyond the boundaries of Squamish, reasonable time may be allowed at the Employer's discretion, such traveling time not to exceed seven (7) days without pay.”

“Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or court witness in any Court. The Employer shall pay such Employee the Employee's normal earnings. The payment the Employee receives for jury service or court witness, excluding payment for traveling, meals, or other expenses shall be handed over to the Employer, together with proof of service and the amount of pay received. The Employer agrees that where any Employee is required to serve as a witness on behalf of the District, **during regularly scheduled hours of work the Employee shall receive the Employee's regular rate of pay or where an Employee is required to serve as a witness on behalf of the District outside of regularly scheduled hours of work the Employee shall be compensated in accordance with Article 14, Overtime, provided in both cases any monies received for witness duties would be turned back to the District.”**

15. Health and Safety - Article 25

Effective the date of ratification of the Memorandum of Agreement the Union and the Employer agree to re-title Article 25 as “Health and Safety”; add the following new Article 25.01 and renumber the existing paragraph as 25.02:

**“25.01 The Employer shall observe all reasonable precautions and provide all safety devices or appliances that may be reasonably required for the ample protection of the employees. All employees shall cooperate with the**

**Employer in the prevention of accidents and will from time to time as the occasion requires, make such representations to the Fire Chief, as to the prevention of accidents, as may be considered necessary. Both the Employer and Employees agree to work within the British Columbia Occupational Health & Safety Regulations.”**

16. Letters of Understanding

Effective the date of ratification of the Memorandum of Agreement the Union and the Employer agree to delete LOU #1 and sign and renew LOU #3 currently attached to the Collective Agreement. LOU #2 will be signed and include the following amendment:

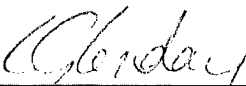
**“It is agreed that there will be no lay-offs that have impact on the four existing fire fighters, namely Tony Worth, Russ Inouye, Bob Fulton, Sean Sweeney. Effective the retirement date of Tony Worth, his name will be removed from this LOU and the name of the succeeding fire fighter, Steve Barone, will be added.”**

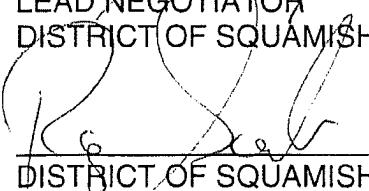
17. Indemnification


Effective the date of ratification of the Memorandum of Agreement the Union and the Employer agree to add a new Article 30 as follows:

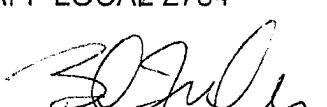
**“ARTICLE 30 Indemnification of Members**

**Employees of the District of Squamish Fire Rescue are covered by the terms of the District of Squamish By-Law 1515 as amended from time to time.”**

  
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LEAD NEGOTIATOR  
DISTRICT OF SQUAMISH

  
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DISTRICT OF SQUAMISH

  
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LEAD NEGOTIATOR  
IAFF LOCAL 2784

  
\_\_\_\_\_  
IAFF LOCAL 2784

Dated this 24<sup>th</sup> day of June, 2009 in Squamish, BC