

2007-2009

COLLECTIVE AGREEMENT

between

THE CITY OF BURNABY

and

THE BURNABY FIREFIGHTERS' UNION, LOCAL 323

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THIS AGREEMENT

BETWEEN:

THE CITY OF BURNABY
(Hereinafter called the "City")

OF THE FIRST PART

AND:

THE BURNABY FIREFIGHTERS' UNION, LOCAL 323
of the International Association of Firefighters
(Hereinafter called the "Union")

OF THE SECOND PART

1. **TERM OF AGREEMENT**

This Agreement shall be for a term of three (3) years from and including the 1st day of January 2007 to and including the 31st day of December 2009 and shall remain in full force and effect thereafter from year to year unless either party, within four (4) months immediately preceding the 31st day of December 2009 or within four (4) months immediately preceding the 31st day of December in any subsequent year, gives to the other party written notice of its desire to terminate or amend such Agreement.

Subsections 50(2) and 50(3) of the Labour Relations Code shall be specifically excluded from and shall not be applicable to this Collective Agreement.

2. **COVERAGE**

WHEREAS the City is an Employer within the meaning of the Labour Relations Code, being Chapter 244 of the Revised Statutes of British Columbia, 1996.

AND WHEREAS the Union is the duly certified bargaining agent for the employees of the Burnaby Fire Department except for those employees excluded by provisions of the aforesaid Labour Relations Code and without restricting the generality of the foregoing, save and except the following:

Fire Chief
Deputy Fire Chief--Operations
Deputy Fire Chief--Administration
Staff Officer
Clerical Staff

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

3. **UNION SHOP**

- 3.1 The City hereby recognizes and acknowledges the Union as the sole bargaining agent for those employees of the City (hereinafter referred to as "employees" or "employee" as the context may require) with the exception of those employees hereinbefore mentioned.
- 3.2 The City shall require that all new employees shall, within six (6) months of commencing their employment, become members of the Union and all employees shall, during the term of this Agreement, remain members in good standing of the Union.
- 3.3 The City agrees that, upon receipt of written authorization in a form satisfactory to the City, it will deduct from the employee's salary all Union dues and assessments levied in accordance with the by-laws of the Union.

4. WORKING CONDITIONS

4.1 Hours of Work

- (a) The hours of duty for Firefighters, Lieutenants, Captains and Assistant Chiefs shall be an average of forty-two (42) hours per week.

As per the current practice, employees may be temporarily reverted from the two-platoon schedule to work straight day shifts (4 shifts = 5 calendar days) in order to facilitate accommodation of training activities or the performance of special assignments.

- (b) A flexible work week on a seven calendar day basis shall be incorporated into the contract for the Fire Mechanic and Senior Mechanic on a 4-day week and 10-hour day basis, including a daily paid lunch break of one-half ($\frac{1}{2}$) hour, to be determined by the head of that Branch. The paid lunch break is provided in recognition of the fact that the Fire Mechanics and the Senior Mechanic must remain at the workplace and may be required to work during the designated lunch break at their regular rates of pay. Acting time shall only apply for approved Leave of Absence with or without pay, following past practice. Tools required by the Fire Mechanic or Senior Mechanic shall be replaced by the City when broken or worn beyond further use. The City shall not be held responsible in cases of loss or theft of tools.
- (c) A flexible work week shall be in operation, for all employees of the Fire Prevention and Training Branches, with an average of 40 hours per week, including a daily paid lunch break of one-half ($\frac{1}{2}$) hour on a schedule to be determined by the head of that Branch to meet the requirements of the Fire Department. It is understood that the operation of the flexible work week applies on the basis of a calendar week, that is Monday through Sunday. The paid lunch break is provided in recognition of the fact that these Division members must remain at the workplace and may be required to work during the designated lunch break at their regular rates of pay. Acting time shall be authorized by the Fire Chief or designate and shall only apply for approved Leave of Absence with or without pay, following past practice.

4.2 Callout

- (a) Except as provided in Sections 4.2(b) and 4.2(c), an employee reporting for work on the call of the City at any time other than the employee's regular working hours shall be paid at the rate of double the employee's regular rate of pay for the entire period spent at the employee's place of work in response to the call, with a minimum of three (3) hours at the rate of double the employee's regular rate of pay.

When computing the payment of Callout of an employee under this Section 4.2(a), all time worked by such employee from the time the employee reports for work until the employee returns to the employee's regular place of work (e.g., the Fire Hall at which the employee is stationed) and has been relieved of further duties by the Officer in Charge, shall be deemed to be Callout.

- (b) Notwithstanding anything contained in Section 4.2(a), an employee reporting for work on the call of the City on any of the statutory holidays described in Section 6.4(c) other than the employee's regular working hours shall be paid at the rate of triple the employee's regular rate of pay for all of the hours worked during the statutory holiday in response to the call, and double thereafter, with a minimum of three (3) hours at the rate of triple the employee's regular rate of pay.
- (c) Notwithstanding anything contained in Sections 4.2(a) or 4.2(b), an employee reporting for work on the call of City for the purpose of attending a meeting of an administrative nature shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for the entire period spent attending such meeting in response to the call, with a minimum of three (3) hours at the rate of one and one-half (1½) times the regular hourly rate subject to the following conditions:
- (i) at least seven (7) days' notice of the meeting date shall be provided;
 - (ii) in the event a scheduled meeting date is postponed, at least seven (7) days' notice of the new meeting date shall be provided;
 - (iii) the City will be required to schedule the meetings by canvassing each employee concerned in advance in order to identify and thereby to attempt to avoid those off-duty days which would be unduly inconvenient to the employee;
 - (iv) each employee involved in any such scheduling effort will be expected to cooperate fully in the effort, but will not be subject to discipline for failure to agree to meet on any day when the employee has a prior commitment of a personal nature;
 - (v) nothing contained in this Section 4.2(c) shall be construed so as to interfere with the right of the City to require an employee to report for work pursuant to Section 4.2(a) or 4.2(b) for the purpose of attending a meeting of an administrative nature or of any other kind, in which case

neither the rate of one and one-half (1½) times the regular hourly rate nor any of the conditions set out in paragraphs (i) to (iv) inclusive of this Section 4.2(c) shall apply.

4.3 Overtime

- (a) An employee who is required to work overtime immediately preceding or following the completion of the employee's regular shift shall be paid at one and one-half (1½) times the regular hourly rate of the employee for the first two hours, and two (2) times the regular hourly rate of the employee for all overtime hours worked beyond two hours, computed on the basis of the employee's normal working hours. In order to qualify as Overtime under this Section 4.3(a), the requirement for an employee to work Overtime preceding the employee's regular shift must be accompanied by a minimum of twenty-four hours' notice of such requirement. When computing the payment of overtime of an employee under this Section 4.3(a), all time worked by such employee from the time the employee completes the employee's regular shift until the employee returns (if the employee's duties required the employee to leave the employee's regular place of work) to the employee's regular place of work (e.g. the Fire Hall at which the employee is stationed) and has been relieved of further duties, shall be deemed to be overtime.
- (b) (i) An employee who is required to work an extra shift shall be granted time off or payment, at the option of the City, at the rate of one and one-half (1½) times the employee's regular hourly rate for the extra shift worked.
- (ii) Where an employee is required to work a portion of an extra shift, for the purpose of relieving another employee who has been given leave of absence to attend any course of instruction away from the employee's regular place of work, or who is attending a meeting of an administrative nature, the relieving employee shall, at the option of the City, receive either an amount of time off equivalent to one and one-half (1½) times the number of extra hours so worked or pay at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for such extra hours. Under this Section 4.3(b)(ii), any period of work which immediately follows, or which immediately precedes the relieving employee's regular shift, will not be subject to any minimum period of compensation; and any other period of work will be subject to a minimum of three (3) hours at the rate of time and one-half.
- (c) Overtime pay for all employees shall be computed as follows:

$$\frac{\text{Monthly} \times 12}{26.089} = \text{Bi-weekly Rate}$$

$$\frac{\text{Bi-weekly Rate}}{\text{Bi-weekly Hours}} = \text{Hourly Rate}$$

26.089 rate is derived as follows:

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

4.4 Job Security

(a) Seniority and Promotion

When making a promotion the City shall, subject to the needs of the service, promote on the basis of competence and ability to do the job in question and the seniority of the applicants for promotion.

(b) Layoffs

In the event that it becomes necessary to lay off employees, the order in which employees are laid off shall be determined by their seniority.

(c) Rights of Employees Promoted Out of the Bargaining Unit

In the event of an employee being promoted from a position for which the Union either had bargaining authority at the time of the promotion or subsequently obtained bargaining authority, to a position whether included in or excluded from the Union contract, and such employee being subsequently laid off or demoted, or voluntarily reverting to a position for which the Union has bargaining authority, the City shall have the right to place such employee in the position previously held by the employee or in any vacant position of equivalent or lower rank for which such employee is considered qualified. The employee, if so placed as the result of being laid off or demoted, or voluntarily reverting prior to the expiry of one (1) year in the position excluded from the Union's bargaining authority, shall suffer no loss of seniority and such seniority shall be the employee's total length of service with the Fire Department. In the event that the employee is laid off or demoted, or voluntarily reverts following the expiry of one (1) year in the position excluded from the Union's bargaining authority, then the employee's seniority shall be the employee's seniority accrued as at the date the employee became excluded from the Union's bargaining authority, plus the one (1) year in the excluded position.

(d) Disability

Bona fide sickness, or disability resulting from an accident sustained in the course of the employee's employment, shall not constitute a ground for the discharge of any employee, provided that it is possible for such employee, in the opinion of the Medical Officer or Consultant of the City, upon recovery, to carry on duties in the fire service of the City, and, subject to the opinion of the said Medical Officer or Consultant, such employee shall continue in the position held by the employee prior to such sickness or accident.

4.5 Probation and Permanency

- (a) Each employee shall be considered to be employed on a probationary basis until the employee shall have completed twelve (12) months' service with the Fire Department. If such employee continues in the municipal fire services after

twelve (12) continuous calendar months of service, the employee shall be considered to be on a permanent basis and annual vacation, seniority and benefits dated back to the hiring date in the Burnaby municipal fire service.

- (b) This probationary period shall be for the purpose of determining an employee's suitability for permanent employment. At any time during this period, employment may be terminated if it can be satisfactorily shown the employee is unsuitable for employment.
- (c) Suitability for employment will be decided on the basis of factors such as:
 - (i) quality of work.
 - (ii) Ability to work harmoniously with others.
 - (iii) conduct.
 - (iv) ability to meet firefighting standards set by the City.
- (d) Where a probationary employee is absent for ten (10) or more working days during the probationary period, the probationary period shall be extended by the total number of days absent with no loss of seniority.

4.6 Telephone

Every employee covered by this Agreement, shall have at all times at the employee's place of residence, and at the employee's own expense, a telephone in good working order.

4.7 Rules and Regulations of the City

All rules and regulations of the City and all instructions issued by the City which do not conflict with the provisions of this Agreement are approved and shall continue in force and effect during the currency of this Agreement or any extension thereof.

4.8 Rights, Privileges and Obligations of Employees

All rights, privileges and obligations of the employees shall continue except as altered herein.

4.9 Retirement

All employees shall be retired upon reaching the age of sixty (60) years.

4.10 Inquests or Inquiries

Whenever any employee because of the employee's position with the City is called upon to give evidence in any sort of inquest or inquiry which could or may result in an action against the City, the employee should attend the inquiry assisted by the Municipal Solicitor. Such attendance during off-duty time shall be compensated at callout rates for a minimum of three (3) hours.

4.11 Employment Equity

The City and the Union agree with employment equity programs which will assist visible minorities, First Nations peoples, and women in gaining entry into employment as Firefighters.

5. PAY

5.1 Rates of Pay

- (a) The rates of pay shall be as set out in Schedule "A" of this Agreement. This schedule reflects rates effective 2007 January 01 - 2009 December 31 inclusive.
- (b) All employees shall be paid by electronic direct deposit.

5.2 Pay for Acting Senior Capacity

- (a) Any person covered by this Agreement who is assigned the responsibilities and carries out the duties incidental to a position or rank senior to that which the employee normally holds shall be paid at the rate for the senior position or rank while so acting.
- (b) When acting in such higher capacity for a minimum of thirty (30) days prior to vacation, such person shall receive the higher rate of pay for vacation pay. If an employee is acting and has been acting for a continuous period of fifteen (15) duty shifts prior to vacation or sickness, such person shall receive the higher rate of pay for vacation pay or sickness pay, whichever applicable. Increments shall be granted for acting service after the accumulation of one year's service in the acting rank.
- (c) Employees working flexible hours or compressed hours as described in Sections 4.1(b) and (c) shall receive acting pay only for authorized leave of absence.

6. VACATIONS AND STATUTORY HOLIDAYS

6.1 Annual Vacation

(Refer to Schedule "B" which forms part of this Agreement for purposes of clarification.)

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

(a) Firefighting Division

These employees shall commence their vacation on the first duty shift after the employees' days off and shall have their vacations on a duty shift basis. Their vacation entitlement is as follows:

- (i) 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.
- (ii) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of nine (9) duty shifts for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st.
- (iii) During the second (2nd) calendar year only of service - nine (9) duty shifts.
- (iv) During the third (3rd) up to and including the tenth (10th) calendar year of service - thirteen (13) duty shifts.
- (v) During the eleventh (11th) up to and including the twenty-third (23rd) calendar year of service, except during the twenty-first (21st) calendar year of service - seventeen (17) duty shifts.
- (vi) During the twenty-first (21st) calendar year of service - twenty-one (21) duty shifts.
- (vii) During the twenty-fourth (24th) and all subsequent calendar years of service - twenty-one (21) duty shifts.

(b) Divisions Other Than Firefighting

Those employees engaged in work other than the Firefighting Division shall have the following vacation entitlement:

- (i) 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.
- (ii) In the first part calendar year of service vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of fifteen (15) calendar days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st.
- (iii) During the second (2nd) calendar year only - fifteen (15) calendar days.
- (iv) During the third (3rd) up to and including the tenth (10th) calendar year - twenty-two (22) calendar days.
- (v) During the eleventh (11th) up to and including the twenty-third (23rd) calendar year of service, except during the twenty-first (21st) calendar year of service - twenty-nine (29) calendar days.
- (vi) During the twenty-first (21st) calendar year of service - thirty-six (36) calendar days.

- (vii) During the twenty-fourth (24th) and all subsequent calendar years of service - thirty-six (36) calendar days.

6.2 Long Service Vacation

After the completion of twenty (20) years' service, twenty-eight (28) additional calendar days will be granted as annual leave, to be taken before the completion of twenty-five (25) years of service, at the option of the employee, and subject to the approval of the Joint Holiday Committee, and that a similar allowance be made at the completion of twenty-five (25) years' service and each subsequent five-year period, thereafter. PROVIDED HOWEVER, when an employee who is entitled to additional leave under this section elects to take such leave, the employee shall make application to the Fire Chief within thirty (30) calendar days following the date of publication of the annual vacation schedule for the employees by the Department, stating the period when the employee will be absent on leave; any application for additional leave may be amended or changed by the applicant within the prescribed thirty (30) calendar day period; any application for additional leave or any application to amend or change any application for additional leave made following the expiration of the prescribed thirty (30) calendar day period may be refused by the Fire Chief if, in the Fire Chief's opinion, the exigencies of the Department necessitate such refusal, but such applications shall not be unreasonably refused by the Fire Chief.

6.3 Entitlement on Termination

Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth ($1/12$) of their vacation entitlement for that year for each month or portion of a month greater than one-half ($1/2$) worked to the date of termination.

PROVIDED THAT:

- (a) "Calendar Year" for the purpose of this Agreement shall mean the twelve (12) month period from January 1st to December 31st inclusive.
- (b) In all cases of termination of service for any reason other than retirement on superannuation or on attaining maximum retirement age, adjustment will be made for any overpayment of vacation.
- (c) Employees leaving on superannuation or upon leaving at reaching maximum retirement age are entitled to vacation as follows:

If retiring prior to March 31st, they receive half of the usual annual vacation;

If retiring March 31st or later, they receive full annual vacation.

6.4 Statutory Holidays

- (a) All Firefighting Division employees who have completed twelve (12) months' continuous service by December 31st shall receive in each calendar year in lieu of the eleven (11) statutory holidays set forth in Section 6.4(c) time equivalent to eleven (11) duty shifts and in addition thereto shall receive time equivalent to one (1) duty shift in lieu of any other statutory holiday declared by the City, the Government of the Province of British Columbia or the Government of Canada, to which employees covered by this Collective Agreement are entitled.

EXCEPT THAT:

- (i) Any Firefighting Division employees who are hired after January 01 in any calendar year shall receive time equivalent to one (1) duty shift in lieu of each of the eleven (11) statutory holidays set forth in Section 6.4(c) which occur during their period of service in the calendar year in which they commence their employment and, in addition thereto, such employees shall receive time equivalent to one (1) duty shift in lieu of any other statutory holiday declared by the City, the Government of the Province of British Columbia or the Government of Canada, to which employees covered by this Collective Agreement are entitled.

The City shall attempt to schedule time equivalent entitlement during the first calendar year of service, but if this is not practicable, employees affected shall receive a payment in cash at the end of the calendar year.

- (ii) Any Firefighting Division employees who leave the service on superannuation or upon reaching maximum retirement age shall receive time equivalent to one (1) duty shift in lieu of each of the eleven (11) statutory holidays set forth in Section 6.4(c) which occur during their period of service in the calendar year in which they retire and, in addition thereto, such employees shall receive time equivalent to one (1) duty shift in lieu of any other statutory holiday declared by the City, the Government of the Province of British Columbia or the Government of Canada, to which employees covered by this Collective Agreement are entitled and which occur during their period of service in the calendar year in which they retire.
- (b) Any Firefighting Division employee who is required to work on any of the statutory holidays listed in Section 6.4(c) below shall, in addition to the entitlement set forth in Section 6.4(a), receive a payment in cash at the rate of fifty percent (50%) of the employee's regular hourly rate for each of the hours during which the employee is on duty on such statutory holiday between the hours of 00:01 h and 23:59 h. It is understood that it is work performed on such statutory holiday (as opposed to work performed on any day which may be proclaimed in lieu of the statutory holiday) which attracts the premium set out in this Section 6.4(b).
- (c) Employees engaged in work other than the Firefighting Division, shall be entitled to a holiday with pay on the following statutory holidays, namely: New

Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, or any other day declared to be a statutory holiday by the City, the Government of the Province of British Columbia or the Government of Canada.

The proper interpretation of this section in cases where a statutory holiday occurs during a period when an employee is in receipt of sick leave benefits shall be governed by the terms of paragraphs 5, 6 and 7 of the Memorandum of Agreement dated 1979 December 04 which is attached as Schedule "F" in the 1995-96 Collective Agreement.

PROVIDED THAT:

Day Proclaimed in Lieu of Saturday or Sunday

Whenever one of the above-mentioned statutory holidays falls on a Saturday or a Sunday and the Government of Canada and the Government of the Province of British Columbia, or either of them in the absence of the other, proclaim that such statutory holiday be observed on a day other than Saturday or Sunday, then the day so proclaimed shall be read in substitution for such statutory holidays.

SAVE AND EXCEPT THAT:

No Day Proclaimed in Lieu of Saturday or Sunday

Whenever one of the aforementioned statutory holidays falls on a Saturday or a Sunday and neither the Government of Canada nor the Government of the Province of British Columbia proclaims that such statutory holiday be observed on a day other than Saturday or Sunday, or the proclamations of such governments do not proclaim the same day for the observance of such statutory holiday, then not less than seven (7) calendar days prior to that statutory holiday the City shall post a notice or notices in conspicuous places so that each employee affected thereby may have ready access to and see the same, designating the employee's holiday entitlement in accordance with one of the following methods:

- (i) one day's pay at the employee's regular rate of pay, or
- (ii) a holiday with pay within the calendar year in which such statutory holiday falls, on any normal working day which immediately precedes or immediately follows on the employee's normal rest days or one of the statutory holidays hereinbefore defined in Section 6.4(c).

6.5 Statutory Holidays and Vacations For Recruits

In lieu of the annual and statutory holiday entitlements accrued during their first part calendar year of service by newly hired Firefighters pursuant to this Clause 6, such

entitlements may, at the option of the Department, be converted to cash and be paid to such employees following December 31 of that calendar year.

6.6 Scheduling of Statutory Holidays and Vacations

A Committee comprised of representatives of both the City and the Union will be instituted in order to consider and recommend upon a method of scheduling annual, long service vacations and statutory holidays in an equitable manner, it being understood and agreed that any improvement which might be recommended by the Committee, shall be subject to the approval of the Fire Chief and subject also to the ability of the City to implement such recommendation without additional cost to the City.

6.7 Lengthy Absence from Duty

Any employee absent from duty for a period of four (4) months or more due to sick leave or WorkSafeBC, may at the option of the City, receive payment for all annual vacation and statutory holiday entitlement scheduled during such period of disability.

As per the current practice, every attempt will be made by the City to schedule annual vacation and statutory holiday entitlement provided the City shall not incur any overtime costs as a result of scheduling the annual vacation and statutory holiday entitlements.

This clause does not apply to those employees retiring on superannuation.

7. HEALTH AND WELFARE BENEFITS

7.1 Dental Services Plan

- (a) Employees shall be entitled to enrol in the Dental Services Plan on the first day of the calendar month following six (6) months of service.
- (b) A spouse, dependent children to age 21, and dependent children over age 21 in full-time attendance at a recognized school or college shall be covered as employee dependents.
- (c) Dental services will be covered in accordance with the plan as follows:
 - "A" - 100% Diagnosis, prevention, surgery, restorations, denture repairs, root canal and gum treatment.
 - "B" - 60% Crowns, bridges and partial or complete dentures.
 - "C" - 60% Orthodontics, to a maximum benefit of \$4,500 (effective 2008 September 26, \$5,000; effective 2009 December 31, \$5,500) per person per lifetime (adults and children) with immediate cover and no run-off on termination of the plan.

- (d) The City shall pay 100% of the premiums required for the plan.

7.2 Medical Services Plan of B.C

- (a) Probationary and permanent employees shall be entitled to be covered under the Medical Services Plan commencing on the first day of the calendar month following the date of employment.
- (b) The City shall pay 100% of the premiums required by the plan.

7.3 Extended Health Benefits

- (a) Employees shall be entitled to enrol in the Extended Health Benefit Plan on the first day of the seventh calendar month following the date of employment and shall be covered in accordance with the detailed plan.
- (b) A spouse, dependent children to age 21, and dependent children over age 21 in full-time attendance at a recognized school or college, may be covered as employee dependents.
- (c) The Plan shall reimburse employees at the rate of 80% of prescription drugs and other insured eligible expenses (after a deductible of one hundred dollars (\$100.00) per family per year) to a lifetime maximum of \$1,000,000 per covered person. Paramedical services shall be defined as chiropractic treatments, naturopathy, physiotherapy, massage therapy, and non-surgical podiatry. The paramedicals are subject to the maximums under the Extended Health Benefits Plan. A direct payment card will be made available to employees for eligible purchases of prescription drugs and other insured eligible expenses subject to and in accordance with the terms and conditions of the plan.
- (d) The Plan shall include eyeglass option, lenses and frames or contact lenses, to a maximum of three hundred dollars (\$300.00) (effective 2008 October 01, three hundred and fifty dollars (\$350.00); effective 2009 December 31, four hundred dollars (\$400.00)) payable per covered person per 24 month period and hearing aids up to a lifetime maximum of \$500.00 per covered person.
- (e) The City shall pay 100% of the premiums required by the plan.

7.4 Benefits Administration

- (a) Probationary employees with three months' service and permanent employees (hereinafter referred to as "members") shall become members of the Burnaby Municipal Benefit Society (hereinafter referred to as the "Society") and shall be covered for sickness and disability benefits, as outlined hereinafter.
- (b) The parties agree that the Society shall administer the Short Term Sickness and Accident Leave, Medium Term Disability, Long Term Disability and occupational disability benefits in accordance with this Agreement, the Society's Plan Document and the Constitution and By-Laws of the Society. The Letter of Intent dated 1990 October 12 outlines the terms and conditions agreed to by

the Joint Benefits Review Committee and is appended to this Agreement as Schedule "D".

- (c) Effective 2008 September 26, the City or the Society may require an employee to provide written confirmation or certification at any time of the employee's disability or incapacity to work, or fitness to return to work and the date when the employee is expected to be able to return to regular duties on a full or part-time basis. Such confirmation may be required in the form of a statement from the employee's physician, the Medical Consultants of the City or the Society, or the Employee Nurse. The City may also require an employee to attend an Independent Medical Examination.
- (d) Any appeals with respect to sick leave benefits shall be presented in writing (on a form to be approved by the City and the Union) to the Directors of the Society, who shall issue a decision with respect to the appeal. The decision of the Directors shall be subject to the provisions of Clause 11 (Grievance Procedure).

(e) UIC Rebates

The Employer/employee portion of UIC rebate or reductions related to the Medium Term Disability Plan shall be utilized to pay for the Medium Term Disability Plan. The balance of the cost shall be paid by the City.

(f) Sick Leave Reimbursement

The Medium and Long Term Disability Plan benefits shall be reduced by any benefits an employee receives from the following sources:

- (i) any Workers' Compensation Act or coverage or similar legislation;
- (ii) disability benefits payable by the Canada/Quebec Pension Plan (excluding dependent benefits and future cost of living adjustments);
- (iii) any amount of disability income provided by any compulsory act or law.

Note: In all cases, the employee shall receive their regular gross pay less lawful deductions for Medium Term Disability and up to 67% of regular gross pay less lawful deductions for LTD, inclusive of income from the sources identified in paragraphs (i) through (iii) above.

7.5 Short Term Sickness and Accident Leave (STSA)

Subject to the provisions of the Society's Plan Document:

- (a) Short Term Sickness and Accident Leave shall mean loss of time from work caused by sickness, accident or disability for the first two weeks of each sick leave absence (a week shall mean 40 or 42 hours, i.e. the regular weekly hours).

- (b) The rate of benefits for STSA leave shall be regular take-home pay (i.e., 'no gain, no loss').
- (c) Each member shall pay a premium of 1% of regular salary or such standard percentage amount that will make the STSA fund self-supporting. The level of contributions shall be adjusted by the Society upwards or downwards as required.
- (d) The Society shall account for the premiums payable and benefits provided to members of the Burnaby Firefighters' Union, Local 323, separate and apart from all other members of the Society.
- (e) The first day of the fourth and subsequent instances of short term sick leave absence during each calendar year will not be paid.

7.6 Occupational Injury Time Loss (WorkSafeBC)

Subject to the provisions of the Society's Plan Document:

- (a) Members will continue to receive the equivalent of regular take-home pay and applicable benefits during time loss due to occupational injury, subject to Section (c) hereof.
- (b) The City will pay the first day or part day of time loss due to an occupational injury at regular gross pay.
- (c) Time loss from the second day onwards will be paid in an amount which will achieve the member's regular after-tax "take-home" pay, as follows:
 - (i) A tax-free amount from the STSA fund of the Society equivalent to the amount payable by WorkSafeBC to the employee. WorkSafeBC payments shall be assigned by the member to the Society.
 - (ii) A taxable supplement, payable by the Employer, which, when added to the amount calculated in Section 7.6(c)(i), will achieve the member's regular take-home pay.
 - (iii) During the period of disability, applicable Employer/employee benefit contributions will continue to be made by the Employer/employee, and Superannuation contributions will be based on the regular wage or salary rate of the member.
 - (iv) Should WorkSafeBC not accept a member's claim, then the total time loss period shall be treated retroactively as a sickness and the provisions of Section 7.5 shall apply with appropriate adjustments being made in payments made to the member.

7.7 Death Benefit Plan

Employees shall be entitled to coverage immediately following completion of six (6) months of continuous service as follows:

- (a) Group Life Insurance for employees shall be calculated on the basis of two times (2X) regular gross earnings (minimum of \$50,000). Recruits shall, during the first six (6) months of their employment, be entitled to Group Life Insurance coverage on the basis of two times (2X) regular gross earnings (minimum of \$50,000) in the event of death occurring while on duty.
- (b) The City shall pay 100% of the premiums for the Group Life Insurance Plan.

7.8 Optional Additional Life Insurance

The following Optional Additional Life Insurance will be made available to members of the Society, and/or their spouses, following completion of six months of continuous employment:

- (a) Death benefit in units of \$10,000 to a maximum of \$500,000 for employees and \$200,000 for an employee's spouse on any one life.
- (b) Premiums to be paid 100% by employees by payroll deduction at rates that are competitive with market rates. Premium levels shall be reviewed annually by the Society. Premium levels are subject to change by the Carrier upon appropriate written notice.
- (c) Premium rates are based on employee's or spouse's age on his/her last birthday and are set on a Male/Female and Smoker/Non-smoker basis.
- (d) Evidence of insurability to require a short form questionnaire. A medical examination may be required.
- (e) Spousal coverage will be available whether or not the member participates, on the same terms as for the member.

7.9 Supplementary Compensation for a Firefighter Killed in the Course of Duty

If an employee is killed as a direct result of the performance of the employee's duties in the preservation of life and property in active firefighting including investigations and inspection work and approved firefighting training and other assigned duties, a monthly supplement will be paid to the widow or widower to bring his or her after-tax income from Workers' Compensation, Canada Pension and Municipal Superannuation and any other source of income not personally contracted for by the deceased member to an amount equal to the employee's regular net take-home pay, i.e. the regular monthly rate of pay of the deceased member less normal deductions, such payment to continue until such time the widow or widower remarries or until the date the deceased member would have been entitled to Municipal Superannuation at maximum retirement age, as defined by the Pension (Municipal) Act, had the employee not been killed, whichever date shall first occur, provided:

- (a) The regular monthly rate of pay shall be that for the class of position held by the employee on the date of the employee's death or pending at the time of the employee's death and shall not include acting or temporary positions. When calculating the rates of pay of the member, overtime rates of pay, shift differential, service pay and any other premium payments, allowances or benefits shall not be included.
- (b) The normal deductions shall include income tax, CPP, UIC, superannuation (basic and supplemental), Union dues, sick plan premium and any other deduction which may be included in subsequent agreements.
- (c) The supplement shall be recalculated annually in consideration of the indexing of WorkSafeBC, CPP and superannuation and the changes occurring in revisions to the Collective Agreements.
- (d) In the event the widow or widower is under 40 years of age and is without dependent children, for the purposes of calculating the supplement, the WorkSafeBC lump sum payment on the death of his or her husband or wife shall be divided by the years from the date of the employee's death to the employee's maximum retirement date if the employee had lived.
- (e) In the event there is no surviving widow or widower and there are dependent children, or upon the death of the widow or widower subsequent to the death of the member who leaves dependent children, the supplement shall be calculated as follows:
 - One child - a sum sufficient to bring the after-tax income of the child to 1/3 of the difference between the regular monthly pay of the deceased member and the employee's normal deductions, further abated by WorkSafeBC, CPP and superannuation and other sources not contracted for by the deceased member.
 - Two or more children - as above except at the rate of 50%.
- (f) For the purposes of Sections (d) and (e), a dependent child shall mean:
 - (i) a child under the age of 18 years, including a child of the deceased member yet unborn,
 - (ii) an invalid child of any age, and
 - (iii) a child under the age of 21 years who is regularly attending an academic, technical or vocational place of education on a full-time basis.
- (g) Any sums of money payable by the City to any dependent child under the age of 18 years or to an invalid child may properly be paid by the City to the legal guardian of such dependent child whose receipt shall be sufficient discharge to the City.

A calculation of the pension due to the widow or widower shall be made on the date the deceased employee would have been entitled to a superannuation pension at maximum retirement age, had the employee lived. From that date the City shall supplement the widow's or widower's income from WorkSafeBC, CPP, superannuation and any other sources as referred to herein, to bring the widow's or widower's income to the level of the superannuation calculation referred to less income tax on that sum.

7.10 Maternity and Parental Leave

(a) Length of Leave

(1) Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave. All such leaves shall be without pay, subject to any compensation entitlements which shall be available to employees in accordance with section (f) below. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

(2) Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

(3) Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed fifty-two (52) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

(c) Return to Work

On resuming employment an employee shall be reinstated to their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Notwithstanding paragraph (d)(1), an employee on maternity leave or parental leave who has notified Department of their intention to return to work pursuant to paragraph (b)(5) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

- (1) MSP, Dental, EHB, and Group Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (2) Pension contributions will cease during the period of the leave. If an employee is eligible to buy back this service, the buyback will occur in accordance with the Municipal Pension Plan Rules.

(f) Maternity Leave Supplemental Employment Insurance Benefit Plan

The Employer and the Union agree to implement a Supplemental Employment Insurance Benefit (SEIB) Plan as follows:

1. Birth mothers who are entitled to maternity leave as provided for in this Section of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
2. Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
3. The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth, or as provided for in Paragraph 2 above.
4. The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (a) For the first six (6) weeks, which includes the two (2) week Employment Insurance waiting period; and
 - (b) Up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
5. The Plan meets the requirements of Section 38 of the EI Regulations, specifically that, when combined with a employee's weekly EI benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.

6. Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

8. MISCELLANEOUS BENEFITS AND SPECIAL ALLOWANCES

8.1 Clothing

- (a) For every employee upon completion of the probationary period covered by this Agreement, the City will provide a complete uniform and thereafter will make issue as follows:
- (i) Tunic issue of one per employee per seven years;
 - (ii) Battle Dress jacket, one per two years, to Assistant Fire Chiefs and Fire Prevention staff;
 - (iii) Work shirt issue of four (variable-long/short sleeve) per employee per year to the Firefighting Division up to and including the rank of Captain;
 - (iv) Four dress shirts per year to Assistant Fire Chiefs and Fire Prevention staff;
 - (v) Work Jacket issue of one per employee per two years;
 - (vi) Two T-shirts per employee per year to Firefighter and Mechanical Divisions;
 - (vii) Trouser issue of four pairs per employee at first issue and two pairs of trousers per employee per year thereafter;
 - (viii) Shoe/boot issue of one pair per employee per year;
 - (ix) One sweater per employee per two years;
 - (x) One belt and buckle per employee per three years;
 - (xi) One pair of shorts per employee per two years to Firefighting Division up to and including rank of Captain;
 - (xii) One cap and tie per employee at first issue and then issued as required;
- (b) All clothing referred to in Section 8.1(a) shall remain the property of the City and shall be returned to the City by every employee leaving the service of the City for any reason other than those employees leaving on superannuation.

Employees who retire on superannuation shall receive in lieu of the regular uniform issue, a navy blue dress blazer and one pair of grey dress pants in their last year of entitlement provided the employee notifies the City by March 1st of the year prior to the retirement year.

- (c) Any changes in the items of clothing referred to in Section 8.1(a) shall be finally and conclusively decided and reported to the City's Purchasing Agent by March 1st in each year. The call for tenders will be issued in time to permit the necessary contract or contracts to be let by June 30th in the same year.
- (d) Employees accepted into the Technical Rescue training program shall receive a pair of Danier Olympic work boots, model #69410 (or a pair of equivalent quality as determined by a joint Union/Management committee) upon joining the program, and employees who maintain involvement in the program shall be issued a replacement pair of these boots every four (4) years in lieu of the regular yearly boot issue. The boots shall be returned to the City when the employee ceases to perform such duties.
- (e) The City will provide every employee covered by this Agreement whose duties include the fighting of fires with firefighting equipment which shall include rubber boots, a helmet, suspenders, service pants, a service coat, work gloves, a protective flash hood and such other equipment as may be recommended by the Fire Chief and approved by the City Council. All such equipment shall be returned to the City when the employee ceases to perform such duties.

8.2 Uniform Cleaning

- (a) The City shall pay for the cleaning of the following items of clothing issue for all employees who are required to wear a uniform in the performance of their duties, in accordance with the maximums specified:
 - 1 work or dress shirt per working shift;
 - 1 pair of trousers per two (2) working shifts; and
 - 1 work jacket, tunic, battle dress jacket or sweater per working month
- (b) The City shall designate three cleaning establishments which will be authorized to perform cleaning for employees as set out under Section 8.2(a) above. The City shall make every attempt to ensure that the designated cleaning establishments are selected with the convenience of the employees in mind, and shall discuss the locations of such establishments with the Union.
- (c) Uniform items cleaned pursuant to Section 8.2(a) above may be both deposited at and retrieved from any one of the designated cleaning establishments by the employee or by the employee's designate, while off duty, in accordance with the administrative procedures established by the City from time to time.

8.3 Nourishment

The City shall provide nourishment at any major emergency at the discretion of the senior officer present.

8.4 Transportation

Fire Department employees who report for duty at one hall and are subsequently transferred to another hall for that shift or portion thereof, will, if they so desire, be transported to that hall during regular working hours and/or returned to the original hall prior to the expiration of the shift. Transportation shall be of no expense to the employee. If for any reason, a transferred employee who so wishes, is not returned to the fire hall at which the employee first reported for work, by the end of the employee's regular shift, then the employee shall be compensated at the rate of time and one-half for all time beyond the end of the employee's regular shift until the employee has been returned to the fire hall at which the employee first reported for work.

8.5 Industrial First Aid Certificates

- (a) Every employee who is a holder in good standing of an Industrial First Aid Certificate awarded by the Board of Examiners pursuant to the provisions of the Workers' Compensation Act of B.C. as amended from time to time, and is required by the City to perform first aid work as well as the employee's other duties in the Department, shall be entitled to receive time off equivalent to four (4) duty shifts each year at a time mutually agreed to by the Fire Chief and the employee entitled to such time off, provided that in the event it is not possible for such employee to take all or any part of the time off to which the employee is entitled by December 31st in the year in which the employee is entitled to the same, then that employee shall be paid in cash in lieu of such time off at the employee's regular rate of pay (calculated on a daily basis) for the year in which the employee became entitled to the time off.
- (b) The number of certificate holders who shall qualify for the compensation provided for in this section, including the Industrial First Aid Instructors, shall be maintained at the number in effect during 1975, i.e. 32 Industrial First Aid Certificate holders.
- (c) The Training Officer and/or the Industrial First Aid Instructor will assess the competence of the certificate holders by examination on a regular basis and make recommendations regarding the competence of the certificate holders to the Fire Chief.
- (d) The terms of this provision shall only apply to employees who, as of 2008 September 26, were in receipt of the benefit. Those employees shall continue to receive this benefit until their current First Aid Certificate expires.

8.6 Retirement Gratuity

- (a) (i) An employee who has completed a minimum of ten (10) years of service shall be eligible to have access once only during each subsequent calendar year to the gratuity credits accrued pursuant to Subsection (b) of this Section 8.6, PROVIDED THAT such employee has made application to the City during the preceding calendar year specifying both the amount of gratuity credits to be redeemed and the regular pay

day following January 15 of the next calendar year on which such credits are to be redeemed.

- (ii) An employee who has completed a minimum of ten (10) years of service shall have all unredeemed gratuity credits accrued pursuant to Subsection (b) of this Section 8.6 redeemed in full in the event such employee retires on Municipal Superannuation or terminates employment with the City, UNLESS such termination occurs for just cause.
- (b) The amount of gratuity shall be one-half week's pay for each calendar year of permanent employment. One-half week's pay shall be calculated by dividing an employee's basic bi-weekly salary at the date of the employee's retirement by four (4).
- (c) Present employees will receive an initial gratuity credit for each calendar year of permanent employment commencing 1970 January 01.

8.7 Municipal Pension

Contributions to the Municipal Pension Plan for all new employees shall commence effective the date of hire.

8.8 Special Agreement - Municipal Pension Plan

- (a) The City shall contribute two and one-half percent (2½%) of each employee's basic monthly salary, to be an additional contribution to Municipal Superannuation, and the employee, as a condition of employment, will be required to contribute two percent (2%) of the employee's basic monthly salary as an addition to Municipal Superannuation.
- (b) When an employee reaches an income level at any point during a calendar year of \$76,193 (using 2008 as the tax year, such figure to be adjusted annually based on changes in the Yearly Maximum Pensionable Earnings (YMPE) and the maximum pensionable contributions under CCRA rules), the Employer agrees not to make any further Special Agreement deductions from the employee's pay cheque and the Employer will no longer contribute for purposes of the Special Agreement for such employee. Employer contributions will be paid to the employee on their pay cheque and identified as Special Agreement over-contributions.

8.9 Salary Savings

Each employee may request the Director Finance, on a form to be provided by the City, to deduct a specified amount from the bi-weekly salary and to pay the amount so deducted to a savings account with Canada Trust, 700 - 6th Street, New Westminster.

The subsequent disposition of the account shall be at the discretion of the employee by arrangement with Canada Trust.

New requests, changes, or cancellations of salary savings deductions may be made to the Director Finance at any time prior to October 15 of each year, to become effective commencing the first pay period in November.

8.10 Benefits - Flexible Work Week

Benefits which are provided on the basis of a "work day" or a "calendar day" shall be pro-rated and adjusted for those who may be allowed to work flexible hours or a compressed work week of ten (10) hours, four days a week, in order to continue the intent of the customary provisions for these benefits.

8.11 Superannuation "Buy Back" Provision

Subject to the qualifying provision contained in Section 9(1) of the Pension (Municipal) Act, the City agrees to participate in such contributions as are necessary to extend pensionable service of an employee covered by this Agreement up to a maximum of one (1) year. The said extension to represent that time served by the employee in a probationary capacity with the City which has not heretofore been considered as pensionable service. Such benefit to be subject to the following:

- (a) An employee must have a vested interest in the Pension (Municipal) Act and to have reached the age of minimum retirement in order to qualify.
- (b) Any employee of the Fire Department who wishes to take advantage of this benefit must give at least one (1) month's notice in advance of the contemplated retirement date and make such arrangements as are necessary at that time regarding the employee's 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 City.
- (c) Cost of increased benefits, as defined by the Commissioner of Municipal Superannuation, is shared 50/50 by the employee and the City as per Section 9(1)(b) of the Pension (Municipal) Act.

9. COMPASSIONATE LEAVE

Regulations

1. Emergency leave in the case of the death of an employee's wife, husband, common-law spouse, child, grandchild, ward, brother, sister, parent, grandparent, guardian or other relative if living in the employee's household, or in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law, or grandparent may be granted without loss of pay for a period of up to four consecutive calendar days including and immediately following the date of death. The day of the funeral may also be allowed as an extra day without loss of pay in the event it does not occur during the said four (4) consecutive calendar days.

2. Any employee who qualifies for emergency leave without loss of pay under paragraph (1) herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further two consecutive calendar days.
3. Requests for leave under paragraphs (1) and (2) herein shall be submitted to the Fire Chief or designee, who will determine and approve the number of days required in each case.
4. An employee who qualifies for emergency leave without loss of pay under paragraph (1) herein may be granted such leave when on annual vacation if approved by the Fire Chief or designee. An employee absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of pay.

Procedure

1. An application shall be completed and forwarded through the Fire Chief or designee to the Director Finance.

10. ABSENCE FROM DUTY OF UNION OFFICIALS

- (a) The President and up to three (3) duly elected representatives of the Union will be granted permission by the City to attend negotiating meetings for the purpose of carrying on collective bargaining or for the purpose of settling a grievance under the Grievance Procedure of this Agreement and shall suffer no loss of pay for the time so spent.
- (b) Time off without pay shall be granted to official representatives of the Union upon application to and by permission of the Municipal Manager when it becomes necessary to transact business in connection with matters affecting members of the Union other than those mentioned in Section 10(a) herein.
- (c) Upon application in writing to, and with the permission of the Fire Chief, time off may be granted to a member of the Union who is elected to an Executive position within the International Association of Firefighters (I.A.F.F.) or the British Columbia Professional Firefighters' Association (B.C.P.F.F.A.). It shall be the responsibility of the said member to provide for the member's shift reliefs.

11. GRIEVANCE PROCEDURE

11.1 Definition

If a difference arises between the parties relating to the dismissal or discipline of an employee, or to the interpretation, application, operation, or any alleged violation of the Collective Agreement, including any question as to whether any matter is arbitrable, the difference shall be referred to as a grievance and dealt with in accordance with the provisions of this Clause 11.

11.2 Procedure

If any grievance arises affecting any employee bound by this Agreement it shall be finally and conclusively settled, without stoppage of work, in the following manner:

- (a) An employee having a grievance shall first take the matter up with the Union.
- (b) The Union may take the matter up with the Fire Chief or representative within eight (8) calendar days of the grievance first arising.
- (c) If the grievance is not settled, the Union will commit the grievance to writing and may take up the matter with the City Manager or designate within eight (8) calendar days of the Fire Chief's response.
- (d) The City Manager or designate shall provide a written response to the Union within eight (8) calendar days of receipt of the grievance in writing.
- (e) Should the City Manager and the Union be unable to effect a settlement of such grievance within eight (8) calendar days of the written response by the City Manager or designate, such grievance may be submitted by the Union or the City to a Board of Arbitration in accordance with paragraph (f) below.
- (f) A Board of Arbitration shall consist of one (1) person to be mutually appointed by the Employer and the Union, unless either party indicates that they wish a three-person Board of Arbitration, which shall then consist of one (1) person appointed by each party and a chairperson to be mutually agreed by the two (2) appointees. The representatives of the parties concerned must meet within 7 days of appointment and are allowed a further 5 days to agree upon a chairperson. If they fail to agree upon a chairperson, either party may apply to the Minister of Labour to appoint a chairman. The decision of the Board shall be final and binding on both parties. Each party shall bear the expenses of its own appointee and shall pay half the expenses of the chairperson, or sole arbitrator.
- (g) Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties.
- (h) When a grievance is initiated by the City, the grievance shall be presented in writing as provided for in Section 11.2(c) and may be advanced as outlined in Sections 11.2(d) through (g).

12. TRAINING AND DEVELOPMENT

- (a) Employees of the Fire Department are encouraged to undertake training and development to increase their knowledge and skills, to aid in their own self-development and to increase their opportunities for promotion.
- (b) The City is prepared to underwrite the cost of the external training, subject to the approval of the Fire Chief and the Training and Development Coordinator. This training and development must bear a direct relationship to the immediate and future work of the Department and may be in the form of external seminars and/or educational courses. Employees are expected to keep the City informed of any external courses that they have attended and the results achieved. A training authorization form which facilitates financial assistance, should be completed and sent to the Fire Chief or designate who will, subject to approval, forward it to the Training and Development Coordinator.
- (c) Time spent on training and development which is undertaken on an employee's own time, unless initiated by the City, will not be compensated.

13. WORKPLACE HARASSMENT

The City and the Union agree that harassment shall not be tolerated in the workplace.

14. SCHEDULES

The parties agree that the following schedules shall form part of this Agreement:

Schedule "A"	Rates of Pay/Differentials
Schedule "B"	Annual Vacation Entitlement
Schedule "C"	Residual Items
Schedule "D"	Letter of Intent Re: Joint Benefits Review Committee
Schedule "E-1"	Letter of Understanding re Policy Covering Transfer Between Divisions
Schedule "E-2"	Letter of Understanding re Communications Centre

IN WITNESS WHEREOF the City has caused these presents to be sealed with its Corporate Seal and signed by its proper officials on its behalf and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf as of the dates below.

THE CITY OF BURNABY:

THE BURNABY FIREFIGHTERS' UNION,
LOCAL 323 OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS:

Derek Corrigan

MAYOR

Debbie Comis

MUNICIPAL CLERK

May 14, 2009

DATE

Robert Lamoureux

PRESIDENT

Miles Ritchie

SECRETARY

June 25, 2009

DATE

THE CITY OF BURNABY

SCHEDULE "A"RATES OF PAY FOR BURNABY FIREFIGHTERS' UNION, LOCAL 323, I.A.F.F.
2007 JANUARY 01 - 2009 DECEMBER 31

A - Effective 2007 January 01 - June 29
 B - Effective 2007 June 30 – 2008 January 25
 C - Effective 2008 January 26 – October 03
 D - Effective 2008 October 04 – 2009 January 23
 E - Effective 2009 January 24 – December 30
 F - Effective 2009 December 31

<u>CLASS TITLE</u>	<u>RATE PER MONTH</u>						<u>% DIFF.</u>	<u>NOTE</u>
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>		
Firefighter:								
- 1st six months	3981	4040	4141	4245	4351	4460	70	1,4
- 2nd six months	4265	4329	4437	4548	4662	4778	75	1,4
- 2nd year	4550	4618	4733	4851	4973	5097	80	1
- 3rd year	5118	5195	5324	5458	5594	5734	90	1
- 4th year	5687	5772	5916	6064	6216	6371	100	
- 10th year	5801	5887	6034	6185	6340	6498	102	1,3
Lieutenant	6497	6593	6758	6927	7101	7278	112	2
Captain	7077	7182	7361	7546	7735	7928	122	2
Assistant Fire Chief	8527	8654	8870	9092	9320	9552	147	2,5
	8818	8948	9172	9401	9637	9877	152	
	9108	9243	9473	9710	9954	10202	157	
Captain - Fire Investigator and Training	7077	7182	7361	7546	7735	7928	122	2
Captain - Fire Prevention	7077	7182	7361	7546	7735	7928	122	2
Assistant Chief Fire Prevention Officer	7947	8065	8267	8473	8686	8902	137	2,5
	8237	8360	8568	8783	9003	9227	142	
	8527	8654	8870	9092	9320	9552	147	
Assistant Chief Training Officer	7947	8065	8267	8473	8686	8902	137	2,5
	8237	8360	8568	8783	9003	9227	142	
	8527	8654	8870	9092	9320	9552	147	
Mechanic	6091	6181	6336	6494	6657	6823	105	2,5
	6381	6476	6637	6804	6974	7148	110	

SCHEDULE "A" (cont'd)

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A - Effective 2007 January 01 - June 29
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<u>CLASS TITLE</u>	<u>RATE PER MONTH</u>						<u>% DIFF.</u>	<u>NOTE</u>
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>		
Senior Mechanic	7947	8065	8267	8473	8686	8902	137	2,5
	8237	8360	8568	8783	9003	9227	142	
	8527	8654	8870	9092	9320	9552	147	
Assistant Chief Administration	8527	8654	8870	9092	9320	9552	147	2,5
	8818	8948	9172	9401	9637	9877	152	
	9108	9243	9473	9710	9954	10202	157	

- NOTES:
1. Rate based on 4th year Firefighter rate.
 2. Pay range based on 10th year Firefighter rate.
 3. Rate effective January 1st of the 11th calendar year of service.
 4. Semi-annual increment.
 5. Annual increment.

THE CITY OF BURNABY

SCHEDULE "B"ANNUAL VACATION ENTITLEMENT

YEARS OF SERVICE	ENTITLEMENT FOR FIREFIGHTING DIVISION	ENTITLEMENT FOR DIVISIONS OTHER THAN FIREFIGHTING
Leaving service in less than 12 months from appointment date	As per Employment Standards Act	Same
1st part calendar year	1/12 x 9 duty shifts x each month* of service	1/12 x 15 calendar days x each month* of service
* count portion of month if greater than one-half (½)		
2nd calendar year only	9 duty shifts	15 calendar days
3rd to 10th calendar year	13 duty shifts	22 calendar days
11th to 20th calendar year	17 duty shifts	29 calendar days
21st calendar year	21 duty shifts	36 calendar days
22nd and 23rd calendar years	17 duty shifts	29 calendar days
24th calendar year and over	21 duty shifts	36 calendar day
<u>LONG SERVICE VACATION</u>		
Completion 20 years and each subsequent 5 years of service	16 duty shifts	28 calendar days

THE CITY OF BURNABY
SCHEDULE "C" – RESIDUAL ITEMS
1979 NEGOTIATIONS

The Corporation and the Union agree as follows:

The following is item 13 of the Memorandum of Agreement (herein referred to as the "Memorandum of Agreement"), dated 1979 August 03 and entered into between the bargaining representatives of the Corporation and the bargaining representatives of the Union.

13. The parties agree to establish a joint committee which will include among its members both the Municipal Manager and the President of the Union, and which will attempt to establish as soon as possible, and hopefully by 1979 December 31, a mutually satisfactory blue print for implementing a senior management training program in the Burnaby Fire Department.

The said joint committee will address its task initially by following guidelines set out in the letter dated 1979 July 12 from the Municipal Manager to Mr. Graham Leslie and the letter dated 1979 July 21 from Mr. Bill Copeland to the Municipal Manager, which letters are attached to this Memorandum of Agreement as Appendices "B-1" and "B-2", and form parts of the said Memorandum.

SCHEDULE "C" (cont'd)

Page 2

This is the Appendix "B-1" referred to in paragraph 13 of the Memorandum of Agreement dated the 3rd day of April, 1979 between the Corporation of the District of Burnaby and the Burnaby Firefighters' Association, I.A.F.F. Local 323.

(On the Corporation of the District of Burnaby letterhead)

1979 July 12

CONFIDENTIAL

Mr. Graham Leslie, Director,
G.V.R.D. Labour Relations Department,
#10 - 4829 Kingsway,
Burnaby, B.C.,
V5H 2C8.

Dear Graham:

Re: Management Training in Burnaby Fire Department

This will confirm our discussion with Director Nairn on Wednesday 1979 July 11 regarding the above. I asked that you attend the meeting so that we could place before you a proposal which we would like to present to Local 323.

The plan objective would be to negotiate with the Union a satisfactory plan for implementing a senior management training program in the Burnaby Fire Department which would place a strong emphasis on the management skills required for an operation of this size. I would hope that by the end of 1979 we could have in place a blueprint of the type of program that would be mutually acceptable to ourselves and the Union. This may well mean that Burnaby would have to move forward on its own to try to develop such a program. I would be prepared to accept the risks involved in such a move.

Obviously such a proposal will only be acceptable if the terms of reference can be mutually agreed upon by us and the Union. In this connection I would be prepared to personally commit my time to serve on a committee to conclude the blueprint by December 31 in 1979. I would make this commitment on the understanding that I would be assisted by Director Nairn and Chief-Fire Operations, H. Brown, and that the President of Local 323, Mr. Bill Copeland, would also give a personal commitment to serve on such a working committee.

This question comes up at this time because of my sincere desire to avoid the type of confrontation that we have faced in the past when having to replace senior people on retirement. We will have four Assistant Chiefs retiring within the next three years, and I wish to dedicate myself to ensuring that the existing staff will be given every opportunity to seek and obtain the qualifications that we are looking for in these positions.

.../2

Appendix "B-1" (cont'd)

Page 2

In other words, what I would like to see happen is the following:

1. Burnaby would clearly enunciate the requirements that we see as being needed to fill these positions.
2. Burnaby would encourage and give every assistance to those wishing to qualify for the positions, having due regard for length of service in the Fire Department.
3. The individuals concerned would exercise the initiative to obtain the qualifications involved.

What I would like to see happen is that Burnaby commit itself to the first two phases of such a philosophy, but the end result will only be possible if the individuals are prepared to exercise the initiative needed, and in this regard, clearly the support of the Union is required.

Burnaby is certainly prepared to accept its role in this process, and I would consequently be prepared to recommend to the Municipal Council whatever funding is required to actually implement training and development programs in the management area, even if it means that we must venture forth on our own. I stress that I am not looking at the technical skills that are required in such senior positions, and I am only addressing myself to the management skills. I would like to solicit the support of your office in implementing this program, and I would be prepared to accept your advice as to how you would recommend it be presented to the Local. I feel most strongly about my convictions in this area, and I believe that the time is now to move forward to attempt a mutually satisfactory resolution. I definitely would like to work directly with the Union in this connection.

Yours truly,

Melvin J. Shelley,
MUNICIPAL MANAGER.

MJS:bp

c.c. Director - Fire Services

This is the Appendix "B-2" referred to in paragraph 13 of the Memorandum of Agreement dated the 3rd day of August, 1979 between the Corporation of the District of Burnaby and the Burnaby Firefighters' Association, I.A.F.F. Local 323.

(On the Burnaby Fire Fighters Association Local 323 letterhead)

79-07-21

Mr. M. J. Shelley
Municipal Manager,
Corporation of Burnaby,
4949 Canada Way,
Burnaby, B.C.

Dear Mr. Shelley;

Re: Senior Management Training Program, Burnaby Fire Dept.

This letter will serve to confirm that discussions were held on the above matter between Graham Leslie and Local 323, I.A.F.F. during our 1979 contract negotiations, at a meeting held 1979 July 13, during the meeting Mr. Leslie stated that you were willing to personally commit your time and talent to assist in drawing up a blueprint for a Senior Management Training Program, that would be mutually acceptable to the Corporation of Burnaby and the Union, Mr. Leslie also stated that you desired a commitment from the President of Local 323 to serve on such a Committee.

As a result of the foregoing discussions - we subsequently met in your office, Wednesday 1979 July 18, and you placed before me the following proposals and objectives,

1. Your plan would be - to negotiate with the Union a satisfactory plan for implementing a senior management training program within the Burnaby Fire Department.
2. The program would place strong emphasis on management skills required for a Fire Department the size of Burnaby's.
3. If possible a blueprint for this type of program (that is mutually acceptable to the Corporation and the Union) to be in place by the end of 1979.
4. Burnaby will if necessary move forward on its own to try to develop such a program, and accept the risks (expenses) involved in such a move.*

You further stated that the proposal will only be acceptable if the terms of reference can mutually be agreed upon by Management and the Union and that you would personally commit your time and expertise to draw up such a program.

Appendix "B-2" (cont'd)

Page 2

Responding to your request for my personal commitment to serve on a committee and give some guarantee of Union support for this program, I will give you the following indication of my support for your proposal.

Until a formal specific memorandum clearly defining the aims and objectives of the program has been drawn up, I will place myself under an obligation to obtain a commitment from the Executive and Membership of Local 323 to participate in establishing a Senior Management Training program.

Without going into details on such questions as seniority costs, course content, qualifying standards, etc., I will place before the executive and the membership your following commitment on behalf of Burnaby.

- (a) The requirements will be clearly enunciated.
- (b) Burnaby will encourage and give every assistance to those eligible and wishing to qualify for the positions, having due regard for their length of service in the Fire Department.
- (c) The individuals to be involved would give a commitment to exercise a certain degree of initiative to obtain the qualifications involved.

To summarize, I am willing to accept a role in this process and will recommend that Local 323 co-operate in developing a senior management training program.

I must express that a certain degree of cautious apprehension will undoubtedly surface on our part, for in the past more interest seemed to be shown by management in breaking our established seniority provisions than in dealing with the actual needs in the area of technical skills. I believe that you are sincere in your desire to see that the unhappy confrontation that we faced in the past can be avoided in the future, and that this proposal will lead to a more enriching job experience for our senior people, to this end I offer my pledge to work towards the achievement of this goal.

Yours truly,

Bill Copeland
Pres. Local 323

*Item 4 page 1 pertains to Burnaby going alone with the program if no suitable course is developed by the B.C. Fire Academy.

1997-1999 NEGOTIATIONS

The following is item 16 of the Memorandum of Agreement concluding the 1997-99 round of collective bargaining.

16. Joint Subcommittee

The Employer and the Union agree that, as soon as possible following ratification of this Memorandum of Agreement, a Joint Subcommittee shall be constituted comprised of three (3) members appointed by the Employer and three (3) members appointed by the Union. The purpose of the Joint Subcommittee shall be to review and discuss means of achieving resolution of the following issues:

- (a) potential ways and means of reducing costs associated with the provision of sick leave benefits; and
- (b) issues surrounding the accrual of paid leave benefits while absent on sick leave or WCB.

It is understood and agreed that the parties may agree to implement some or all of the Joint Subcommittee's recommendations during the currency of the new Collective Agreement.

2003-2006 NEGOTIATIONS

1. The following is referenced in item 14 of the Memorandum of Agreement concluding the 2003-2006 round of collective bargaining:

SCHEDULE ITERMS OF REFERENCE

between the

CITY OF BURNABY
("the Employer")

and the

BURNABY FIREFIGHTERS' UNION, IAFF LOCAL 323
("the Union")

RE: JOINT UNION-EMPLOYER FITNESS/WELLNESS COMMITTEE

1. The Employer and the Union agree to constitute a joint Union-Employer Committee (hereafter "the Committee") comprised of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Union.
2. The purpose of the Committee shall be to engage in discussions related to the development of a Fitness/Wellness Program. The discussions shall include the topic of reduced cost useage during off-duty hours of City recreation centres such Bonsor, Eastburn, and Cameron Recreation Centres, Eileen Dailly and C.G. Brown Pools, and any other such facilities which are built in the future.
3. Where a recommendation is approved and ratified by the principals of both parties, such recommendation of the Committee may be implemented prior to the next round of collective bargaining.
4. The Committee shall conclude its work no later than 2004 June 30, at which time the Committee shall cease to exist.

DATED this 19th day of November, 2003 in the City of Burnaby.

BARGAINING REPRESENTATIVES ON
BEHALF OF THE EMPLOYER:

BARGAINING REPRESENTATIVES ON
BEHALF OF THE UNION:

"J. Stewart"

"David Duck"

"J. Peever"

"Pat Tennant"

"J. Robertson"

"R.H. (Bob) Moncur"

"John McQuade"

"M. Hurley"

2. The following is referenced in item 15 of the Memorandum of Agreement concluding the 2003-2006 round of collective bargaining:

SCHEDULE II

TERMS OF REFERENCE

between the

CITY OF BURNABY
("the Employer")

and the

BURNABY FIREFIGHTERS' UNION, IAFF LOCAL 323
("the Union")

RE: JOINT UNION-EMPLOYER TRANSFER POLICY REVIEW COMMITTEE

-
1. The Employer and the Union agree to constitute a joint Union-Employer Committee (hereafter "the Committee") comprised of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Union.
 2. The purpose of the Committee is to review and discuss Union Proposal #1 – changes to time commitment for transfer between Divisions, and Employer Proposal #17 dealing with leaves of absence and the resulting impact on service for promotion and acting opportunities.
 3. Where a recommendation is approved and ratified by the principals of both parties, such recommendation of the Committee may be implemented prior to the next round of collective bargaining.
 4. The Committee shall conclude its work no later than 2004 June 30, at which time the Committee shall cease to exist.

DATED this 19th day of November, 2003 in the City of Burnaby.

BARGAINING REPRESENTATIVES ON
BEHALF OF THE EMPLOYER:

BARGAINING REPRESENTATIVES ON
BEHALF OF THE UNION:

"J. Stewart"

"David Duck"

"Pat Tennant"

"R.H. (Bob) Moncur"

"J. Peever"

"J. Robertson"

"John McQuade"

"M. Hurley"

THE CITY OF BURNABY

SCHEDULE "D"

LETTER OF INTENT

Between:

THE CORPORATION OF THE DISTRICT OF BURNABY

And:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23

And:

THE BURNABY FIREFIGHTERS' UNION, LOCAL 323

SUBJECT: JOINT BENEFITS REVIEW COMMITTEE

This Letter of Intent outlines the terms and conditions agreed to by the Joint Benefits Review Committee regarding the redesign of Disability Income Plans and Group Life Insurance; enhancements to Dental and Extended Health Benefits; and funding of the Employee Assistance Program.

The proposed effective date of the changes is 1990 December 24 (except for those changes which cannot administratively be delivered); and is subject to ratification by all parties and other necessary approvals such as the Superintendent of Insurance, the membership of the Burnaby Municipal Benefit Society and the Superannuation Commissioner.

The terms, conditions and definitions of coverage, rules and procedures, handling of CPP/WCB integration, subrogation and claims procedures for Disability Income Plans (Short Term Sick Leave, Medium Term Disability and Long Term Disability) will be identified in a Plan Document agreed to by all parties.

In the absence of agreement by all parties to the wording of the initial Plan Document, this Letter of Intent will be considered to be terminated.

The details of the changes agreed to by the parties for the various components of the Plan are as follows:

DISABILITY INCOME

Short Term Sick Leave

The current Plan shall continue to apply without changes.

Medium Term Disability

100% for Firefighters of regular gross earnings, commencing from the expiry of STSL and continuing for a maximum period of 50 weeks.

85% for CUPE of regular gross earnings, commencing from the expiry of STSL and continuing for a maximum period of 50 weeks; this benefit to be increased, from 85% on an incremental scale including claims incurred before that date as follows:

- 90% of regular gross earnings commencing 1990 December 24
- 95% of regular gross earnings commencing 1991 December 23
- 100% of regular gross earnings commencing 1992 December 21

Disability is defined as the inability to do their own occupation.

Long Term Disability

67% of regular gross earnings with no maximum benefit commencing on the expiry of MTD (52 weeks from date of disability); such benefit to be indexed annually in accordance with annual general increases in wage rates for the appropriate group from which the claimant is a member. In all instances, benefits cease on the employee ceasing to be disabled, death or the employee's minimum retirement age (60 for all employees, except 55 for Firefighters) or that age when the employee can retire without reduction in his accrued pension benefit (55 and 35 years' service for all employees, except 50 and 30 years' service for Firefighters); subject to a minimum of 15 years of combined pre-disability and disability related pensionable service as defined in the Pension (Municipal) Act.

Conditions of Payment

Benefits will be payable while the employee is disabled. An employee shall be considered to be disabled if he/she satisfies any one of the following conditions:

- (a) As a result of bodily sickness or injury he/she is unable to engage in his/her own occupation and the following applies:
 - (i) - he/she has been identified by the Directors or their agent as a candidate for a rehabilitation program;
 - he/she is not prohibited from commencing a rehabilitation program due to medical reasons;
 - he/she has not commenced an approved rehabilitation program within twelve (12) months of the commencement of his/her disability;

OR

- (ii) the employee could qualify for benefits under paragraph (c)(iii) but chooses not to do so;

THEN

- (iii) the maximum benefit duration for this individual will be reduced to twenty-four (24) months from the commencement of disability and the individual will be prohibited from a qualification for further entitlement under paragraph (b).
- (b) As a result of bodily sickness or injury he/she is permanently, continuously, and wholly prevented from engaging in any occupation or employment for wages or compensation for which he/she is reasonably qualified by education, training or experience or may reasonably become so qualified.
- (c) As a result of bodily sickness or injury he/she is unable to engage in his/her normal occupation and one of the following apply:
 - (i) he/she has been identified by the Directors or their agent as a candidate for a rehabilitation program but he/she is unable to commence such rehabilitation program due to medical reasons. An employee in this category shall be considered disabled until he/she is engaged in an approved rehabilitation program or until he/she is in another occupation as described in sub-paragraph (ii) or (iii) below, but in no event will he/she be considered disabled in this category for a period longer than twenty-four (24) months from the commencement of his/her disability.
 - (ii) he/she is engaged in an approved rehabilitation program. An employee in this category shall be considered to be disabled for a maximum of thirty-six (36) months from the commencement of his/her disability (which shall include any period of time in sub-paragraph (i) above).
 - (iii) he/she is able to engage in another occupation for which he/she is suited by reason of education, training, or experience as determined by the Directors or their agent, but such occupation will not provide him/her gross compensation of at least 67% of his/her rate of regular gross earnings indexed as provided for under Long Term Disability. In this event the employee will only be considered to be disabled as long as he/she engages in such other occupation in which event the earnings he/she receives shall be deducted from his/her benefits from the Plan. Such other occupation must be regular full-time employment or in the case of regular part-time employees, regular employment for the average monthly hours worked by the employee during the six (6) months previous to his/her date of disability, unless the nature of the disability medically prevents him/her from being so employed.

If an individual who qualifies for benefits based on employment in another occupation providing less than 67% of pre-disability regular gross earnings loses his/her employment through any conditions, except voluntary termination and termination for cause, the benefit shall be reinstated to the 67% level so long as he/she is actually seeking appropriate employment and subject to the requirement that no individual shall be entitled to more than six (6) months of total payment on an accumulated basis under this clause.

If an individual who qualifies for another occupation providing less than 67% of pre-disability indexed regular gross earnings is unable to secure employment after having completed a rehabilitation program he/she shall be entitled to the 67% level so long as he/she is actually seeking appropriate employment and subject to a maximum payment period of six (6) months.

An employee who initially qualifies as disabled under paragraph (c) shall be eligible to qualify as disabled under paragraph (b) provided he/she satisfies the requirements of paragraph (b) prior to the cessation of disability as defined in paragraph (c).

Bodily sickness shall include:

Mental or nervous disorders. Where the disability period is in excess of twenty-four (24) months the employee must be confined to a hospital or mental institution or, where he/she is at home, under the direct care and supervision of a Physician in order to continue to be eligible for benefits.

Illness resulting from pregnancy and complications arising during or immediately following pregnancy including premature termination.

If an employee in receipt of Short Term Sick Leave or Medium Term Disability returns to full-time employment then:

- (a) if he/she becomes disabled from a different cause he/she shall be entitled to all disability benefits provided under the Plan regardless of how short the period of his/her return to employment;
- (b) if he/she becomes disabled as a result of a recurrence of the original disability then:
 - (i) his/her disability will be considered to be a new disability if it occurs sixty (60) or more calendar days after he/she has returned to work;
 - (ii) his/her disability will be considered to be a continuation of his/her original disability if it occurs within sixty (60) calendar days of his/her return to work.

The period of time for which benefits are payable under the Medium Term Disability Plan on an own occupation basis and the terms and conditions on which Long Term Disability benefits are paid for Exempt employees shall be considered with the terms of this Letter of Intent.

CONTINUATION OF BENEFITS

While in receipt of Short Term Sick Leave, Medium Term Disability or Long Term Disability benefits under the Plan, Basic Medical, Dental and Extended Health benefits shall be continued. Any premiums or costs shall be paid by the Corporation.

GROUP LIFE INSURANCE

A salary related schedule with a two times annual earnings level (minimum of \$50,000) for all employees including employees who become disabled after the implementation of this Agreement.

The \$500 payout at retirement will be cancelled.

UNDERWRITING OF BENEFITSMedium Term Disability

Continue on a self-insured basis but retain a mutually approved third party claims adjudicator and implement a rehabilitation program.

Medical claim forms are required from the disabled employee at the outset and on a regular basis, at a frequency dictated by the nature of the illness or disability.

Rehabilitation procedures to commence as quickly as possible.

Long Term Disability

Continue on a self-insured basis but retain a mutually approved third party claims adjudicator and implement a rehabilitation program.

Continue requirement for medical claim forms.

Group Life Insurance

This coverage will be placed with an insurance carrier on an insured cost plus basis (the carrier processes the claim and pays it and charges the policy holder a flat fee). To avoid catastrophic losses, a "stop loss" program will be implemented. The Corporation will be the policy holder.

RULES AND PROCEDURES

1. The Benefit Society By-Laws will be amended to provide for a 6th Director with three Directors appointed by the Unions and three Directors appointed by the Corporation.
2. The Directors of the Society will have final authority on all claim decisions and disputes.
3. The Collective Agreements for both CUPE Local 23 and Firefighters Local 323 will be changed to allow for decisions of the Directors of the Society to be eligible for submission to Grievance Proceedings.
4. The terms and conditions of the Long Term Disability benefits, Dental, Extended Health benefits and Group Life Insurance applicable to current disabled employees as of 1990 December 24 will be developed by the Corporation and are subject to agreement by the

parties. In the absence of an agreement on these issues current disabled employees will retain their existing benefits.

5. The Plan Administrator's duties will be defined to ensure uniformity in respect of information provided to the Directors of the Society.
6. The Claims Review Procedures (Appendix "A") shall be amended as outlined in #2 and #5 above and included in the Plan Document.

DIRECTORS' LIABILITY INSURANCE

Directors' liability insurance will be secured for all Directors of the Burnaby Municipal Benefit Society.

RESERVE

The Canadian Union of Public Employees, Local 23, and the Burnaby Firefighters' Union, Local 323, acknowledge that they have no claim(s) against any of the reserves held by the Corporation of the District of Burnaby.

EXTENDED HEALTH BENEFITS

The Extended Health benefits coverage for CUPE and Fire will be amended to include:

1. Vision Care option increase from \$150.00 to \$200.00 per twenty-four (24) month period per covered person.
2. Hearing Aid option to a lifetime maximum of \$500.00 per covered person (adults and children).

DENTAL PLAN

The Dental Plan benefit for Firefighters' Plan 'C' (Orthodontal) to be increased from a maximum benefit of \$1,700.00 to a maximum benefit of 2,500.00 per person per lifetime (adults and children). This increased maximum shall also apply to existing treatment plans in effect as of 1990 December 24.

EMPLOYEE ASSISTANCE PROGRAM

The costs of the Employee Assistance Program to be funded 100% by the Employer.

SCHEDULE "D" (cont'd)

Dated 1990 October 12.

CORPORATION OF THE
DISTRICT OF BURNABY

CANADIAN
PUBLIC
LOCAL 23

UNION OF
EMPLOYEES,

BURNABY FIREFIGHTERS'
UNION, LOCAL 323

Robert H. Moncur
Director, Administrative and
Community Services

A. Sleightholme
President

T. Ritchie
President

APPENDIX "A"CLAIMS REVIEW PROCEDURES

Where the words Plan Administrator are used, this shall also mean Corporation's representative.

1. After the claims adjudicator has denied or terminated an employee's claim based on an internal review, the employee must inform the claims adjudicator within thirty (30) days from the date his/her claim has been denied or terminated that he/she wishes to appeal the claims adjudicator's decision.
2. The claims adjudicator informs the Plan Administrator of the requested appeal.
3. The Plan Administrator requests a case summary from the claims adjudicator.
4. The Plan Administrator informs the Directors of the Society, for their information only.
5. The Plan Administrator sends a letter to the employee with instructions for the selection of the employee's designated medical doctor. The Union shall receive a copy of any letter applicable to one of its members.
6. The Plan Administrator appoints the Plan's designated medical doctor.
7. The Plan Administrator receives information from the employee as to his/her designated medical doctor.
8. The Plan Administrator confirms with the two appointed medical doctors that they have been requested to sit as members on the Claims Review Committee. The letters also include information regarding the case (Terms of Reference, employee's address, medical and vocational reports, job description and Expense Guidelines) and a request that they jointly select a third medical doctor to act as a Chairman.
9. The Plan's medical doctor will inform the Plan Administrator of the name of the medical doctor who has been jointly selected and who has agreed to act as the Chairman.
10. The Plan Administrator sends instructions to the Chairman and information regarding the case (Terms of Reference, employee's address, medical and vocational reports, job description and Expense Guidelines).
11. The Claims Review Committee meets and arrives at a recommendation to the Directors.
12. The Claims Review Committee, through its Chairman, prepares a report representing the findings of a majority of the Committee. The signed report is sent to the Plan Administrator.

SCHEDULE "D" (cont'd)

Page 9

13. The Plan Administrator sends copies of the report to the employee, the Union(s), the Corporation and the Directors.
14. The claims adjudicator reviews the decision of the Directors and then contacts the employee regarding the disposition of the claim as determined by the Directors.
15. The Plan Administrator pays the expenses of the Claims Review Committee and collects funds as required from the employee.
16. For claim disputes involving a non-medical issue (i.e., relating to the employee's ability to be rehabilitated or return to work), it is proposed that the Directors select a number (3-6) of firms that do vocational assessments and counselling and that the disabled employee can choose which of these organizations he/she wishes to use. Generally the procedure outlined above for medical disputes will apply.
17. Costs of claims reviews - the cost of claims reviews will be paid for 50% by the Employer and 50% by the employee unless the claims review now supports the employee in which event the entire cost of the claims review will be paid 100% by the Employer.

THE CITY OF BURNABY

SCHEDULE "E-1"

LETTER OF UNDERSTANDING

between the

CITY OF BURNABY
(hereafter "the Employer")

and the

BURNABY FIREFIGHTERS' ASSOCIATION, I.A.F.F. LOCAL 323
(hereafter "the Union")

RE: POLICY COVERING TRANSFER BETWEEN DIVISIONS

1. Transferring from the Fire Operations Division to the Fire Prevention Division
 - (a) The following criteria apply to Fire Operations Division personnel who apply to transfer to a vacant position in the Fire Prevention Division:
 - (i) Can only be to a vacant position in the Fire Prevention Division and only the senior applicant(s) shall be considered;
 - (ii) Each employee shall be considered on a trial period until he/she has completed six (6) months of service in the Fire Prevention Division during which time the Employer shall evaluate the candidate's suitability for continued employment in the position, and during which time the employee shall determine whether or not he/she wishes to continue in the position;
 - (iii) Employees who have applied for transfer and prove to be unsuitable for employment in the Fire Prevention Division during the six (6) month probationary period shall be reassigned to the Fire Operations Division;
 - (iv) Employees who have applied for transfer and have successfully completed the six (6) month probationary period and have been deemed suitable for employment shall be required to commit to three (3) years of service inclusive of the six (6) month probationary period in the Fire Prevention Division before becoming eligible for any further transfer between divisions.
 - (b) Promotions within the Fire Prevention Division, for a Firefighter or an Officer who transfers to the Fire Prevention Division shall be based on department seniority and be governed by the following terms and conditions:

- (i) Must have successfully completed and passed the exam of the applicable Fire Officer qualifying course as determined by the Fire Chief prior to acting in a senior capacity in the position of Captain Fire Prevention or Assistant Chief Fire Prevention Officer or applying for a vacant Captain Fire Prevention or Assistant Chief Fire Prevention position;
- (ii) Must successfully complete and pass the applicable Fire Prevention Division Officer qualifying course as determined by the Fire Chief within one (1) year following the most recent transfer to the Fire Prevention Division.

(c) Fire Prevention Division – Promotional Examinations

The Fire Prevention Division promotional examinations shall be in accordance with the standards and procedures as set out in the Burnaby Fire Department Operational Guidelines.

(d) Position Vacancies

- (i) Vacancies within the Fire Prevention Division will be open to all Fire Operations Division personnel regardless of their seniority.
- (ii) In the event that no applications are received from the Fire Operations personnel following the thirty (30) day posting period for a vacant position in the Fire Prevention Division, outside advertising will take place to fill the position vacancy.

2. Transferring from the Fire Prevention Division to the Fire Operations Division

- (a) The following criteria apply to a Fire Prevention Inspector or Fire Prevention Officer with previous experience in Fire Operations, who applies to transfer to a vacant position in Fire Operations:
 - (i) Can only be to a vacant position in the Fire Operations Division and only the senior applicant(s) shall be considered;
 - (ii) Must be able to meet the physical and psychological demands of a firefighter, as determined by the Fire Chief;
 - (iii) Must successfully complete Fire Operations familiarization and certification training under the direction of the Training Division;
 - (iv) The Assistant Chief Training Officer or his designate must give written notice to the Deputy Fire Chief (Administration) when familiarization training and certification has been successfully completed;
 - (v) Each employee shall be considered on a trial period until he/she has completed six (6) months of service in the Fire Operations Division during

which time the Employer shall evaluate the candidate's suitability for continued employment in the position, and during which time the employee shall determine whether or not he/she wishes to continue in the position;

- (vi) Employees who have applied for transfer and prove to be unsuitable for employment in the Fire Operations Division during the six (6) month probationary period shall be reassigned to the Fire Prevention Division;
 - (vii) Employees who have applied for transfer and have successfully completed the six (6) month probationary period and have been deemed suitable for employment shall be required to commit to three (3) years of service inclusive of the six (6) month probationary period in the Fire Operations Division before becoming eligible for any further transfer between divisions.
- (b) The following criteria apply to a Fire Prevention Inspector or Fire Prevention Officer with no previous Fire Operations experience, who applies to transfer to a vacant position in Fire Operations:
- (i) Can only be to a vacant Firefighter position in the Fire Operations Division and only the senior applicant(s) shall be considered;
 - (ii) Shall meet all physical, psychological and firefighting standards set by the City;
 - (iii) Must successfully complete the probationary firefighter training requirements as determined by the Fire Chief within one (1) year following the transfer to the Fire Operations Division;
 - (iv) Must pass the probationary firefighter examination within one (1) year following the transfer to Fire Operations;
 - (v) Must successfully complete the Probationary Firefighter Training Program (1 year) before becoming eligible to participate in the Fire Operations Officer Training Program as set out in the Burnaby Fire Department Operational Guidelines;
 - (vi) Each employee shall be considered on a trial period until he/she has completed one (1) year of service in the Fire Operations Division during which time the Employer shall evaluate the candidate's suitability for continued employment in the position, and during which time the employee shall determine whether or not he/she wishes to continue in the position;
 - (vii) Employees who have applied for transfer and have successfully completed the one (1) year probationary period and have been deemed suitable for employment shall be required to commit to three (3) years of

service inclusive of the one (1) year probationary period in the Fire Operations Division before becoming eligible for any further transfer between divisions.

- (c) Promotions within the Fire Operations Division, for a Fire Prevention Officer or Fire Prevention Inspector who transfers to a Fire Operations Division position, shall be based on department seniority and be governed by the following terms and conditions:
- (i) Must have successfully completed and passed the exam of the applicable Fire Operations Officer qualifying course(s) as determined by the Fire Chief prior to acting in a senior capacity as a Fire Lieutenant, Fire Captain or Assistant Fire Chief, or applying for a vacant Fire Lieutenant, Fire Captain or Assistant Fire Chief position;
 - (ii) A Fire Prevention Officer or Fire Prevention Inspector with no previous experience who transfers to the Fire Operations Division shall be required to complete a minimum of five (5) years' service in the Fire Operations Division before becoming eligible for promotion.
- (d) Fire Operations Division – Officer Training Course Examinations

The Fire Operations Division officer training course examinations shall be in accordance with the standards and procedures as set out in the Burnaby Fire Department Operational Guidelines.

3. Transferring from the Fire Operations Division to the Training Division

- (a) The following criteria apply to Fire Operations Division personnel who apply to transfer to a vacant position in the Training Division:
- (i) Can only be to a vacant position in the Training Division and only the senior applicant(s) shall be considered;
 - (ii) Each employee shall be considered on a trial period until he/she has completed six (6) months of service in the Training Division during which time the Employer shall evaluate the candidate's suitability for continued employment in the position, and during which time the employee shall determine whether or not he/she wishes to continue in the position;
 - (iii) Employees who have applied for transfer and prove to be unsuitable for employment in the Training Division during the six (6) month probationary period shall be reassigned to the Fire Operations Division;
 - (iv) Employees who have applied for transfer and have successfully completed the six (6) month probationary period and have been deemed suitable for employment shall be required to commit to three (3) years of service inclusive of the six (6) month probationary period in the Training

Division before becoming eligible for any further transfer between divisions;

- (v) Must successfully complete the certification training consistent with Fire Department Operational Guidelines.

4. Transferring from the Training Division to the Fire Operations Division

- (a) The following criteria apply to a member of the Training Division who applies to transfer to a vacant position in the Fire Operations Division:
 - (i) Can only be to a vacant position in the Fire Operations Division and only the senior applicant(s) shall be considered;
 - (ii) Must be able to meet the physical and psychological demands of firefighting as determined by the Fire Chief;
 - (iii) Must successfully complete Fire Operations familiarization and certification training under the direction of the Training Division;
 - (iv) The Assistant Chief Training Officer or his designate must give written notice to the Deputy Fire Chief (Administration) when familiarization training and certification has been successfully completed;
 - (v) Each employee shall be considered on a trial period until he/she has completed six (6) months of service in the Fire Operations Division during which time the Employer shall evaluate the candidate's suitability for continued employment in the position, and during which time the employee shall determine whether or not he/she wishes to continue in the position;
 - (vi) Employees who have applied for transfer and prove to be unsuitable for employment in the Fire Operations Division during the six (6) month probationary period shall be reassigned to the Training Division;
 - (vii) Employees who have applied for transfer and have successfully completed the six (6) month probationary period and have been deemed suitable for employment shall be required to commit to three (3) years of service inclusive of the six (6) month probationary period in the Fire Operations Division before becoming eligible for any further transfer between divisions.

The Employer and the Union agree that during the currency of the new Collective Agreement, employees presently assigned to Training, Public Education or Fire Prevention, shall retain the right of transfer under the previous transfer policy until 1999 December 31. Thereafter, employees will be covered by the Transfer Policy outlined in this Letter of Understanding.

SCHEDULE "E-1" (cont'd)

DATED this 12th day of April, 2006, in the City of Burnaby.

BARGAINING REPRESENTATIVES OF
THE EMPLOYER:

BARGAINING REPRESENTATIVES OF
THE UNION:

"R.H. (Bob) Moncur"

"Mike Hurley"

"Chad Turpin"

"Rob Lamoureux"

"Robert Cook"

THE CITY OF BURNABY

SCHEDULE "E-2"

LETTER OF UNDERSTANDING

between the

CITY OF BURNABY
(hereafter "the Employer")

and the

BURNABY FIREFIGHTERS' ASSOCIATION, I.A.F.F. LOCAL 323
(hereafter "the Union")

RE: COMMUNICATIONS CENTRE

Consistent with the existing practice, the Communications Centre will be staffed as follows:

- the Communications Centre will normally be staffed with one Firefighter and one Lieutenant;
- staff will be assigned to the Communications Centre as determined by the Deputy Fire Chief - Administration or his/her designate;
- in instances when an employee is unable to perform his/her regularly assigned duties, he/she shall notify the Deputy Fire Chief - Administration as soon as possible; alternate work of a light duty nature in the Communications Centre may be made available until such time as the employee is able to return to his/her regular duties;
- the Deputy Fire Chief - Administration may assign Firefighters or Officers who are unable to perform their regularly assigned duties due to illness or injury, to perform work of a light duty nature in the Communications Centre provided the Firefighter or Officer is able to perform the work;
- prior to commencement of a light duty assignment, an employee may be required to provide a certificate from a medical practitioner stating the employee is able to perform light duties as assigned.

This understanding shall continue for as long as the City provides its own dispatch function.

SCHEDULE "E-2" (cont'd)

DATED this ___ day of February, 1999, in the City of Burnaby.

BARGAINING REPRESENTATIVES OF
THE EMPLOYER:

BARGAINING REPRESENTATIVES OF
THE UNION:

"R.H. (Bob) Moncur"

"R. Delmonico"

"P. Tennant"

"Joe Robertson"

"George V. Harvie"

"John McQuade"

"J. Stewart"

"M. Hurley"

"Doug Penn"

"T.A. Ritchie"