

DATED AS OF JANUARY 1, 2009

**BETWEEN
CITY OF CHILLIWACK
and
CHILLIWACK PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 2826
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**COLLECTIVE AGREEMENT
January 1, 2009 - December 31, 2011**

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THIS AGREEMENT IS MADE as of the 1st day of January, 2009.

BETWEEN:

**CITY OF CHILLIWACK
(hereinafter called the "Employer")**

and:

**CHILLIWACK PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 2826
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(hereinafter called the "Union")**

SECTION 1 - PREAMBLE

1.01 Preamble

WHEREAS it is the intent and desire of the parties to this Agreement to:

1. Maintain and improve labour relations and settle conditions of employment without work disruption;
2. Encourage efficiency in operation;
3. Promote the morale and well-being of all Employees, and;
4. Recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, etc.

SECTION 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Employer has the sole and exclusive right to manage its operations and staff, except as expressly limited by this Agreement.

2.02 City Policies and/or Operational Guidelines of the Fire Department

1. Where the provisions of this Agreement differ from City Policies and/or Operational Guidelines of the Fire Department which affect Employees covered by the Agreement, then this Agreement shall supercede.
2. The Employer shall notify the Union of any additions or changes to the City's Policies and/or the Operational Guidelines of the Fire Department, which affect Employees covered by this Agreement, 30 days in advance of the implementation of such addition or change (with the exception of any addition or change related to a health, safety and/or emergency situation which must be implemented within the 30-day notice period). During this 30-day notice period, the Union may make representations to the Fire Chief concerning the new or revised City Policy and/or Operational Guidelines of the Fire Department.

2.03 General Conditions

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

SECTION 3 - RECOGNITION

3.01 Exempt Personnel

The Employer recognizes the Chilliwack Professional Firefighters Association, Local 2826, of the International Association of Firefighters, as the sole and exclusive collective bargaining agent for all Fire Department personnel, save and except:

1. Fire Chief;
2. Deputy Fire Chiefs;
3. Assistant Fire Chiefs, and;
4. Paid-on-Call Firefighters,
5. and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement.

3.02 No Other Agreement

Employees covered by this Collective Agreement shall not be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

SECTION 4 - TERM OF AGREEMENT

4.01 Duration

This Agreement shall be for a period from and including January 1, 2009 to and including December 31, 2011, and from year to year thereafter, subject to the right of either party to the Agreement at any time within 4 months immediately preceding the date of expiry of this Agreement, or immediately preceding the last day of December in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

The parties acknowledge the application of Section 46(4) of the *Labour Relations Code* of B.C., as may be amended from time to time. Pursuant to Section 46(4) of the *Labour Relations Code*, in the event that the above written notice is not given by either Party, then both parties are deemed to have given notice 90 days before the expiry of the Collective Agreement.

4.02 Continuation

Should either party give written notice, as provided in Section 4.01, this Agreement shall thereafter continue in full force and effect until:

1. The Union has commenced a lawful strike in accordance with the provisions of Part 5 of the *Labour Relations Code*; or

2. The Employer has commenced a lawful lockout in accordance with the provisions of Part 5 of the *Labour Relations Code*; or
3. The parties have concluded a renewal or revision of this Agreement or have entered into a new Collective Agreement;

whichever is the earliest.

SECTION 5 - UNION SECURITY

5.01 Maintenance of Membership

All Employees covered by the Union Certificate of Bargaining Authority shall become a member of the Union. Any Employee who is presently a member of the Union, or becomes a member, shall maintain membership in the Union as a condition of employment.

5.02 Union Fees

The Employer agrees to deduct Union dues from the Employee in the amount(s) stipulated by the Union, and this deduction shall become effective on the 1st day of the month following the effective date of employment.

5.03 Union Deductions

The total sum of the amount so deducted shall be transmitted by the Employer to the Treasurer of the Union on or before the 1st day of the following calendar month. The Employer will only be responsible for deducting Union dues, upon delivery by an authorized Union member, of an authorization card signed by the Employee.

SECTION 6 - WORKING CONDITIONS

6.01 Regular Hours of Work

1. The regular hours of work for Suppression Staff covered by this Agreement shall average not more than 42 hours per week and shall be subject to the provisions of the *Fire Department Act*.
2. The regular work week for non-Suppression Staff covered by this Agreement shall be Monday to Friday from 8:30 a.m. to 4:30 p.m., with a 1 hour unpaid meal break. The incumbents shall be flexible in their hours of work to accommodate pre-scheduled weekend or after hours assignments, and will be required to respond to work schedule changes on short notice, as may be applicable to the particular position.

6.02 New Classifications

1. In the event the Employer creates a new job classification within the bargaining unit, the parties shall negotiate a wage rate for the new job classification in question.
2. Pending final agreement on the negotiated wage rate pursuant to Section 6.02(1) above, the Employer shall set an interim wage rate for the new job classification. If the final negotiated wage rate is higher than the interim rate, the negotiated wage rate shall be retroactive to the establishment of the new job classification.

3. If the parties are unable to reach an agreement on the negotiated wage rate for the new job classification, then the dispute will, within 30 days of the parties being unable to reach agreement, be referred to the arbitration procedure pursuant to Section 20.01(3) of this Agreement, with the costs of the arbitration procedure being shared equally between the parties.

SECTION 7 - PROMOTIONS AND APPOINTMENTS

7.01 Job Postings

Where a vacancy covered by this Agreement exists in the Fire Department, the Employer will so notify the Union of the vacant position, outlining the nature of the position, the required qualifications, experience and proficiency, and the rate of pay. The vacancy shall be posted by the Employer for 14 calendar days, which period may be shortened or waived upon the mutual agreement of the Employer and the Union.

7.02 Method of Making Appointments

The Employer agrees that vacancies covered by this Agreement shall be filled from the existing membership of this Local, subject to the applicant meeting the position's requirements for qualifications, experience and proficiency. If 2 or more Employees are equally suitable, seniority shall be the determining factor.

7.03 Appointment Process

1. The Employer will invite the Union to designate an Employee as an observer in regard to the appointment process for the hire of a new career recruit in an unranked position covered by the Collective Agreement.
2. The Employer will invite the Union to designate an Employee, who holds the rank of Captain, as an observer in regard to the appointment process to fill a vacant ranked position covered by this Collective Agreement.
3. An Employee who is designated by the Union, pursuant to Section 7.03(1) or (2) above, shall be granted a leave from their regular work duties, without loss of regular pay, to attend any meeting with the Employer related to the appointment process.

7.04 Trial Period

Employees promoted or transferred to a higher rated position shall serve a 6-month trial period, effective from the date of appointment. If, during the trial period, the Employee is considered not satisfactory in the higher rated position, they shall be returned to their previous position without loss of seniority. An Employee who leaves the bargaining unit shall retain their seniority rights for a period of 6 months, effective the date they cease to be covered by the Collective Agreement, with the understanding that their departure is not due to the following:

1. They are discharged for cause;
2. They resign;
3. They are absent from their place of employment in excess of 5 working days, without authority from the Employer.

If employment is terminated because of Section 7.04(1), (2), or (3) above, the Employee loses all seniority rights.

SECTION 8 - PROBATION/SENIORITY

8.01 Probationary Period

All new Employees shall be considered to be on a probationary basis for a period of 12 months from the date of hire. The purpose of the probationary period is to determine, in the opinion of the Employer, the suitability of the Employee for continued employment. During the first 6 months of the probationary period, the Employee shall not be entitled to any benefits provided by this Agreement, except those benefits which are explicitly covered by statute. Employees who complete the probationary period shall be entitled to all rights and privileges of this Agreement, and seniority and benefits shall be effective from the original date of employment.

8.02 Seniority

Seniority of Employees will be in accordance with Schedule "B" attached hereto.

8.03 Seniority List

The Employer shall maintain a seniority list and append the same to this Agreement. In the event 2 or more Employees commence employment on the same day, their seniority placement shall be based upon the results of the examinations completed prior to their 1st day of employment.

8.04 Layoff/Recall

1. Role of Seniority in Layoffs:

In the event of a layoff, Employees shall be laid off in the reverse order of their seniority. An Employee about to be laid off may bump any Employee with less seniority, providing the Employee exercising the right is qualified and capable to perform the work of the less senior Employee.

2. Recall Procedure:

Employees shall be recalled in the order of their seniority, subject to being qualified to do the job.

SECTION 9 - SHIFT SCHEDULES

9.01 Notice of Shift Change

Except in times of emergencies, at least 96 hours' written notice shall be provided to the Employee, with a copy to the Union, before a change of regular shift takes place. The notice period of 96 hours may be shortened or waived upon the mutual agreement of the Employer and the Employee.

9.02 Shift Exchange

Employees may exchange shifts if the change does not interfere with the operation of the Fire Department or results in the payment of overtime or other costs to the Employer and subject to the approval of the Fire Chief. All requests must be submitted to the Fire Chief in writing 48 hours prior to the requested shift exchange, unless the Fire Chief agrees, at his discretion, to a shorter notice period.

SECTION 10 - REMUNERATION

10.01 Pay

The scale of remuneration, set out in Schedule "A" attached hereto, shall apply during the currency of this Agreement and shall form part of this Agreement.

10.02 Pay During Temporary Transfers

1. When an Employee covered by this Agreement is required to perform the duties and accept the responsibilities of the higher-rated position or rank covered by this Agreement, they shall be paid at the rate for that position.
2. If an Employee is temporarily assigned to a position outside the jurisdiction of this Collective Agreement, they will receive five percent (5%) over their normal rate of pay for the period they are filling that position.

10.03 Overtime

1. All time worked in excess of the Employee's regular work day or regular work week, at the request of the Employer, shall be deemed to be overtime. All overtime shall be calculated in 15 minute intervals for each portion of a 15 minute interval worked.
2. An Employee who is called out to work shall be paid at 1½ times the Employee's regular wages for the first 3 hours of overtime, and double time for any additional hours worked thereafter. A "callout" shall be defined as the call back of off duty Employees by the Fire Chief or designate to respond to an emergency incident. Subject to subsection 5 below, an Employee shall receive a minimum of 3 hours for any call out.
3. An Employee who, on the call of the Fire Chief or designate, stays beyond their regularly scheduled shift shall be paid at 1 ½ times the Employee's regular wage for the first 3 hours of overtime, and double time for any additional hours worked thereafter.
4. All other overtime (i.e., other than in subsections 2 and 3 above) shall be paid at 1½ times the Employee's regular wage, with a minimum of 2 hours.
5. An Employee called out prior to the start of their regular shift will receive overtime rates from the time they commence work until the commencement of their regular shift.
6. Notwithstanding subsections 3 and 4 above, overtime immediately following and concurrent with the end of a regularly scheduled shift (shift extension) shall not be paid for time worked up to and including 15 minutes beyond the regular or designated duty shift.
7. The Employer will maintain an overtime list for each of the following 2 groups of Employees – (i) Company Officers and (ii) Firefighters. An equitable rotating system of overtime opportunity will be utilized for each list, where applicable, in the circumstances where an off duty Employee, on the call of the Fire Chief or designate, reports for work for one of the following purposes:
 - (1) a call out to work under subsection 2 above, or
 - (2) to replace another Employee who is absent from work, or
 - (3) to staff a special event in which the Fire Department is participating.

The Employer will update the applicable overtime list with each incident of overtime, and will make the lists accessible to the Employees.

10.04 Instructor Pay

1. On the first day of the month following ratification, employees working in suppression shall be compensated at their regular hourly rate of pay, plus an amount equal to 20% of the First Class Firefighter rate of pay, when assigned by management to provide formal instruction to other employees, both career and paid-on-call members.
2. The compensation in Section 10.04(1) does not include any training, instruction or mentoring of other firefighters that is part of their regular company training, including drills and training exercises with paid-on-call firefighters.
3. Formal instruction delivered by suppression staff "off shift" will be compensated as stipulated in Section 10.04(1) times the applicable overtime rate.

10.05 Service Pay

After having completed 5 years of continuous service with the Employer, the Employee shall receive \$7.50 per month Service Pay. An additional \$7.50 per month is payable after completion of every 5 year period of continuing service thereafter.

SECTION 11 - UNIFORM AND CLOTHING ALLOWANCE

11.01 Clothing

1. The Employer will provide, within a reasonable timeframe, a complete uniform for every Employee covered by this Agreement, consisting of the following:

- 2 pairs of trousers
- 4 shirts (navy)
- 1 pair of shoes
- 1 pair of work boots
- 1 tie
- 1 tunic (dress)
- 1 pair of uniform pants
- 1 ball cap
- 1 cap (forage)
- 1 winter jacket
- 1 winter vest
- 1 winter toque
- 2 t-shirts
- 1 belt c/w buckle
- 2 uniform shirts (light blue)

Thereafter, each Employee shall be issued annually 4 shirts, 2 pairs of trousers, 2 t-shirts and 1 tie. All other items shall be issued on a replacement basis.

2. All clothing referred to in Section 11.01(1) shall remain the property of the Employer and shall be returned to the Employer by each Employee leaving the service of the Employer, except those who are retiring and eligible for pension benefits under the Municipal Pension Plan.

11.02 Firefighting Protective Clothing

The Employer shall provide every Employee covered by this Agreement whose duties include firefighting with protective firefighting clothing required and approved by WorkSafeBC, and such other items as recommended by the Fire Chief and approved by the Employer, which will include 1 pair of Nomex coveralls. All equipment issued under this section shall remain the property of the Employer, and shall be returned to the Employer when the Employee leaves the service of the Fire Department.

SECTION 12 - EMPLOYEE BENEFITS

12.01 Medical Services Plan and Extended Health Care Benefits

All employees covered by this Agreement shall be entitled to enrol in the BC Medical Services Plan, including Extended Health Benefits, and the Employer shall pay 100% of the monthly premium payable to the said associations. Effective the first day of the calendar month following 2 months from the date of ratification of the 2009-2011 Collective Agreement, the Extended Health Care Benefits shall include coverage for corrective eye surgery of \$2,000 lifetime maximum coverage per eye.

12.02 Group Life Insurance

The Employer agrees to provide Group Life Insurance coverage equal to 2 times the Employee's annual pay for all Employees covered by this Agreement and to pay 100% of the premium cost.

12.03 Dental Plan

1. The costs of the premiums for the Dental Plan coverage shall be paid 100% by the Employer.
2. Dental Plan:
 - Part A – 100%;
 - Part B – 50%;
 - Part C – 50% coverage - \$2,500 lifetime limit.

12.04 Protection of Level of Benefit Coverage

The level of benefit coverages provided to the Employees pursuant to Section 12 shall not fall below the level of similar benefit coverages provided by the Employer to its Employees who are represented by CUPE, Local 458.

SECTION 13 - SICK LEAVE PROVISIONS

13.01 Sick Leave Entitlements

1. An Employee, during their first 12 months of service, will earn 1½ days per month, up to a maximum of 6 days at full pay. During the second year of service, and each calendar year thereafter, an Employee will earn up to a maximum of 18 days at full pay.
2. Sick leave shall be deducted firstly from current annual entitlements, and if beyond 18 days, will then be deducted from the accumulated time.
3. To determine entitlement for sick pay during periods of illness, Employees will be paid the hours equivalent to the shift schedules during the illness to the maximum days permitted within this Agreement. The total sick hours earned in the calendar year shall be as follows:
 - (1) Suppression Staff – 216 hours (12 hours x 18 days).
 - (2) Non-Suppression Staff – 151.2 hours (8.4 hours x 18 days).
4. To determine sick leave payout gratuity, the Employee shall be entitled to payments of 1/3 of the unused sick days, multiplied by 8 hours, multiplied by their base rate. Their entitlement is calculated as follows:

(1) Suppression Staff:

$$\frac{\text{Current unused sick leave (hours)}}{12 \text{ hours}} \times \frac{1}{3} \times 8 \text{ hours} \times \text{base rate}$$

(2) Non-Suppression Staff:

$$\frac{\text{Current unused sick leave (hours)}}{8.4 \text{ hours}} \times \frac{1}{3} \times 8 \text{ hours} \times \text{base rate}$$

The payment of this gratuity is based on the following understanding:

- (3) There shall be no payment of gratuity during the first 12 months of work. At the end of an Employee's second calendar year of service, their unused sick leave accumulated to that date will be used as the basis for calculating the payment; if any sick leave is used in the current year after the date on which the gratuity is calculated, an appropriate adjustment will be made to charge that sick leave against sick leave earned in the following calendar year;
 - (4) The total gratuity days shall be deducted from the total sick leave balance for the year, and the balance shall be cumulative for purposes of sick leave only, to a maximum of 135 days.
5. An Employee may accumulate unused sick leave to a total of 135 working days at full pay.
 6. Proven abuse of sick leave will be deemed cause for suspension or dismissal.

13.02 Communal Sick Leave Bank

1. A Communal Sick Leave Bank, consisting of the contributions referred to in subsection 2 below, shall be established and administered by the Employer. This Communal Sick Leave Bank can only be accessed by an Employee on approval of the Employer, and only when the Employee has depleted their own sick leave bank as well as any accumulated annual vacation, statutory holidays and any other banked time. The Employer's approval pursuant to this provision shall not be unreasonably denied.
2. The contributions to the Communal Sick Leave Bank shall be made by the Employer in the following manner:
 - (1) Once an Employee has reached their maximum cumulative unused sick leave bank of 135 days, the Employer shall, at the beginning of each calendar year, contribute 5 of the 18 days annual sick leave entitlement for that Employee, referred to in subsection 13.01(1), to the Communal Sick Leave Bank.
 - (2) The Employer shall continue to make the annual contributions to the Communal Sick Leave Bank, pursuant to paragraph (1) above, with respect to those Employees who have reached their maximum cumulative unused sick leave bank of 135 days, up to a cumulative maximum of sick leave days in the Communal Sick Leave Bank in an amount equivalent to the following formula:

The number of Employees covered by this Agreement \times 10 days of sick leave credits.

13.03 Extension of Sick Leave

Notwithstanding the foregoing clauses, the Employer may grant further periods of sick leave in special circumstances. Such periods shall not normally exceed 18 working days and shall be recovered by the Employer as the Employee earns additional credits; and moreover, if not repaid, shall be deducted from wages if or when the Employee loses status as an Employee for any reason.

13.04 Medical Certificate

A medical certificate may be required by the Employer as proof of sickness. Such requests will be made, where possible, when the Employee reports sick, during their period of illness, or on their first day back. Failure to produce the requested medical certificate will result in lost wages for the time the Employee was off sick. Such documentation shall not be unreasonably requested.

13.05 Family Illness

When no one at home other than the Employee can provide for the needs of a spouse or dependent family member, an Employee shall be entitled, after notifying their supervisor, to use a maximum of 5 working days per calendar year to care for the member of the family who is ill. These days are to be deducted from the Employee's current sick leave entitlement.

SECTION 14 - OTHER LEAVE PROVISIONS

14.01 Bereavement Leave

1. An Employee shall be granted up to 5 working days leave with pay in the case of the death of a mother or mother-in-law, father or father-in-law, husband, wife, sister or sister-in-law, brother or brother-in-law, child, step-child, grandparent, grandchild, or other family member residing in the household of the Employee.
2. The Employer agrees to consider requests for leave without pay to cover realistic requirements for travelling time to distant or remote burial sites.

14.02 Leave - Union Duties

1. All Employees covered by this Agreement who are appointed or elected to a full time position in the service of the International Association of Firefighters or the British Columbia Professional Firefighters Association may be granted leave of absence, without pay and without loss of seniority, by the City for a period of up to 1 year. Further leave shall be reviewed each year on request by the Employee during their term of office with the Union. Such leave of absence shall not be withheld unreasonably.
2. Employees who are on leave of absence for full time Union duties cease to earn holiday and sick leave entitlements and will no longer be covered by benefits as contained in this Agreement, unless they make prior arrangements with the Employer to prepay the total premium costs for their coverage.
3. The Employer agrees that when it is necessary for Union officials to leave their employment temporarily for the purpose of settling grievances, as outlined in this Agreement, the said official shall suffer no loss of pay for the time so spent.
4. The Employer agrees that 1 Employee shall be granted leave without loss of regular pay to attend negotiating meetings with the Employer for the purpose of collective bargaining.

14.03 Court Appearance

Any Employee who is required to serve as a juror or serve as a witness on behalf of the Employer or as a direct result of their duties, shall receive their regular rate of pay for the period of absence, providing that all jury pay or like remuneration earned during the Employee's regular working shift shall be returned to the Employer. If an Employee is required to serve as a witness on their days off, Section 10.03 shall apply.

14.04 Leave Without Pay

The Employer may grant leave without pay and without loss of seniority to the Employee requesting such leave for good and sufficient cause, subject to the following:

1. The request for such leave shall be submitted to the Fire Chief, or their designate, at least 2 weeks in advance, who shall follow the procedure of approved Employer policies;
2. Such leave of absence shall not be unreasonably withheld;
3. Leave without pay shall be approved only if the Employee has no annual holiday entitlement left in the current year in which the request is being made;
4. If the Employer grants leave without pay for an Employee, and the cumulative total in that calendar year exceeds 6 days in the calendar year, the Employee's annual holidays and sick leave entitlements will be pro-rated accordingly to the time lost on leave without pay. Also, the Employee will be required to pay, in advance, the total premium costs of all benefits for which the Employee is currently covered.

14.05 Mourner's Leave

One-half day leave may be granted, without loss of salary or wages, to attend a funeral as a pall-bearer or mourner, provided the Employee has the approval for leave from the Employer.

SECTION 15 - WORKERS' COMPENSATION

15.01 Supplementation of Compensation Award

1. An Employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the *Workers' Compensation Act*, and receiving lost time compensation, shall be paid utilizing the principle of no loss, no gain. Specifically, an Employee will be paid their net take-home pay, excluding overtime that they would have normally received prior to their injury.
2. Employees who are off on WCB in excess of 6 calendar months, shall have their holiday and sick leave entitlements pro-rated based on the actual time worked.
3. Where possible, modified work or alternate employment should be assigned to Employees who, though unable (as a result of a compensable illness or injury) to perform the full range of duties, are able to attend work and make a meaningful contribution.

SECTION 16 - TRAINING

16.01 Training Policy

The cost of all tuition fees, registration fees and required course materials will be reimbursed by the Employer with respect to an Employee's attendance at a training program or course;

1. for which the Employee has received prior approval from the Employer to enroll and attend, and
2. which is related to the work responsibilities of the requesting Employee.

The Employer will not unreasonably deny approval for an Employee's request to attend such training program or course.

16.02 Required Training

1. The rate of pay for an Employee, who is required by the Employer to attend training outside of their scheduled shift, shall be at 1 ½ times for all hours in attendance at the training session, with a minimum of 2 hours. All time over two 2 hours shall be calculated at 15 minute intervals for each portion of a 15 interval the Employee is receiving training.
2. An Employee who:
 - (1) is required to attend training on a day which is outside of their scheduled shift, and
 - (2) must travel either east of the District of Hope or west of the Port Mann Bridge to attend such training,

shall receive 2 hours at the rate of 1 ½ times as compensation for all travel time to and from the training program or course.
3. The compensation for the time Employees are required to attend training outside of their scheduled shift, pursuant to paragraphs 1 and 2 above, shall be taken by the Employee as time off from work during the calendar year in which the required training is held, subject to the operational requirements of the Department. If, due to operational or other extenuating circumstances, the Employee is not able to take all of the accumulated time off from work during the calendar year in which the required training program or course is held, the remaining time off shall be scheduled by December 31st of the current calendar year and used by the Employee by March 31st of the following calendar year.
4. The Employer shall pay out any lieu time, referred to in subsection 3 above, which the Employee had not used prior to the termination of their employment with the Chilliwack Fire Department.
5. Employees, who are required to attend training during their scheduled shift, shall return to duty at their Fire Hall if there are 3 or more hours remaining on their scheduled shift.

SECTION 17 - PENSION

17.01 Compulsory Enrolment

All regular Employees who qualify shall, upon completion of the probationary period, be covered by the provisions of the Municipal Pension. Employees who retire from service with the Employer and who are not eligible for payments from the BC Pension Corporation shall be paid 1 week's pay for each year of service with the Employer as a retirement gratuity at the time of retirement. The rate of pay shall be the current rate of pay at the time of retirement.

SECTION 18 - ANNUAL VACATION

18.01 Vacation Entitlement for Suppression Staff

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

1. Employees leaving the Employer with less than 12 months' service from the date of appointment shall be granted pay in accordance with the *Labour Relations Code*.
2. Employees during the 1st calendar year may earn up to a maximum of 8 working days off. The entitlement shall be determined by pro-rating, as follows:

$$\frac{\text{Number of Months of Service}}{12} \times 8 \text{ working days} = \text{First Year Entitlement}$$

3. During the 2nd year, up to and including the 9th calendar year of service - 12 working days.
4. During the 10th year, up to and including the 15th calendar year of service - 16 working days.
5. During the 16th year, up to and including the 24th year of service - 20 working days.
6. On completion of 24 years of service and thereafter - 24 working days will be granted as vacation.
7. Employees who leave the Employer after completion of 12 consecutive months of employment shall receive vacation for the calendar year in which termination occurs, on the basis of 1/12 of their vacation entitlement for that year for each month, or portion of a month greater than ½ worked, to the date of termination.
8. All holidays shall be taken at such time when quantity, regularity and disruption of the work of the Employer will be least impaired, and as mutually agreed upon by the Employee and the Fire Chief.
9. The Employee shall take their annual vacation entitlement in 1 unbroken period of a minimum of 4 consecutive working days.
10. Where an Employee qualifies for sick leave, bereavement leave or other approved leave during their vacation period, there shall be no deduction of vacation credits for such absences, provided the Employee notifies the Employer of the circumstances within 48 hours of their return to work.

18.02 Vacation Entitlement for non-Suppression Staff

Paid annual vacations for all non-Suppression Staff covered by this Agreement shall be as follows:

1. For the purpose of this section, "Calendar Year" shall be the period from January 1 to December 31, inclusive. The pay entitlement for 1 vacation day shall be 8.4 hours at the rate specified in Schedule "A", and the use of 1 vacation day will consume 8.4 hours of vacation time from the Employee's bank.
2. Employees during the 1st Calendar Year of service accumulate 1/12th of 15 working days for each completed month of employment, or for each month in which the Employee works more than half of the working days. Employees shall receive an annual vacation equivalent to the accumulated working days at the Employee's regular rate of pay, or 4% of the Employee's annual gross earnings, whichever is greater.
3. Employees who have been continuously employed for less than a 12-month period, but are on the payroll as at January 1, shall be considered to have completed their first Calendar Year of service for vacation purposes, but unearned vacations taken will be deducted from the Employee if they leave employment prior to earning them.
4. During their 2nd year of continuous service, Employees shall earn 15 days annual vacation.
5. During their 3rd year of continuous service, and every year thereafter up to and including their 10th year of service, Employees shall earn 21 days annual vacation.
6. During their 11th year of continuous service, and every year thereafter up to and including their 23rd year of service, Employees shall earn 27 days annual vacation.
7. During their 24th year of continuous service, and every year thereafter, Employees shall earn 32 days annual vacation.
8. All holidays shall be taken at such time when quantity, regularity and disruption of the work of the Employer will be least impaired, and as mutually agreed upon by the Employee and the Fire Chief.
9. The Employee shall take their annual vacation entitlement in 1 unbroken period of a minimum of 5 consecutive working days.
10. Where an Employee qualifies for sick leave, bereavement leave or other approved leave during their vacation period, there shall be no deduction of vacation credits for such absences, provided the Employee notifies the Employer of the circumstances within 48 hours of their return to work.

SECTION 19 - STATUTORY HOLIDAYS

19.01 Paid Holidays

All Employees shall have the following statutory holidays added to their banked time:

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

and any other holiday proclaimed by the Federal, Provincial or Municipal Government.

19.02 Holiday Pay

If the Employee is required to work on a statutory holiday, they will be paid at 1½ times their normal rate of pay for all hours worked.

SECTION 20 - GRIEVANCE PROCEDURE

20.01 Grievance Procedure

Any difference concerning the interpretation, application or operation of this Agreement or concerning any alleged violation thereof, or any grievance arising from the suspension or dismissal of any Employee or any question as to whether any matter is arbitrable, shall be finally and conclusively settled without stoppage of work in the following manner:

1. Every grievance shall in the first instance be taken up with the Fire Chief, or their designate.
2. If the grievance is not settled within 7 days of being referred to the Fire Chief, the Employee shall present a grievance in writing to the Secretary of the Union and to the Human Resources Office. If the Human Resources Office and Secretary of the Union are unable to resolve the grievance within 7 days of receipt of the grievance, they will establish a joint Grievance Committee to review the matter. The Grievance Committee shall consist of 2 members representing the Union and 2 members representing the Employer. The 4 members shall appoint a Chairman from within their members.
3. Should the said joint committee be unable, by majority vote, to effect a settlement of the grievance within 7 days of receipt of the grievance, the grievance shall be submitted to a Board of Arbitration of 3 persons; 1 of whom shall be appointed by the Employer and 1 by the Union. Appointments to the Board of Arbitration shall be made within 7 days of the failure of the joint Grievance Committee to reach a decision. The 2 members so appointed shall themselves appoint a Chairman of the Arbitration Board. Should the members fail to agree on a Chairman, the said Chairman shall be appointed by the Minister of Labour. The provisions of the *Arbitration Act* shall govern such arbitration. The majority of the Board shall be final and binding upon both parties.
4. The party for which the Board rules against will be responsible for the total costs of the arbitration, including the costs of the other party's arbitrator and the cost of the Chairman.

SECTION 21 - TECHNOLOGICAL CHANGE

21.01 Disputes

Disputes between the Employer and the Union arising in regard to technological change shall be resolved by arbitration without work stoppage.

21.02 Training Period

In the event the Employer should introduce new methods or machines which require new or greater skills than are currently possessed by Employees, such Employees shall, at the expense of the Employer, be given a maximum training period not to exceed 6 months during which to perfect the required skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of such Employee. Upon successful completion of the training period, the Employee shall receive the wage for that new position to which they are reassigned. If the Employee is unable to adjust to the new methods of operation or equipment after the training program, they will be given the opportunity to fill other positions in accordance with Section 8.

21.03 Entitlements

Employees who are laid off due to technological changes shall be entitled to 1 week's pay for each year of continuous service in lieu of any other notice or benefit to which they may be entitled.

SECTION 22 - CONDITIONS OF EMPLOYMENT

22.01 Conditions

1. All Employees shall have annual physical examinations and maintain their physical condition to the satisfaction of the Fire Chief to ensure that they are capable of performing their duties.
2. All Employees in the Fire Department will be required to have annual medical examinations, and the Employer shall have the right to direct an Employee to undertake medical examinations more often than annually if, in the opinion of the Employer, there is concern or need for such examinations.
3. The Employer shall pay 100% of the fee not covered by the Employee's medical coverage plan. The results of the examination shall be forwarded to the Human Resources Office, who shall inform the Employee and the Fire Chief of the results.
4. The doctor's suggestions/recommendations shall be followed.
5. If an Employee is unable to meet the requirements of Section 22 and, in the opinion of the medical doctor, the Employee is unfit for further duty as a Firefighter, such circumstances shall be deemed just cause for termination of employment.
6. The Employer shall attempt to re-employ the Employee in another facet of its operation, but failing to do so, the Employee shall be entitled to severance pay as set out in the *Labour Relations Code*.

SECTION 23 - LEGAL COUNSEL

23.01 Legal Services

An Employee who is personally charged in Provincial or Federal Court, or is called before a Coroner's Court as a result of the faithful performance of their duties, shall be granted the services of the Employer's solicitors without charge.

23.02 Indemnification

The parties acknowledge the application to the Employees of the City of Chilliwack "Municipal Public Officers Indemnification Bylaw 2000, No. 2675" (as may be revised from time to time by the City Council).

SECTION 24 - PLURAL OR FEMININE TERMS MAY APPLY

24.01 Interchangeability of Terms

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

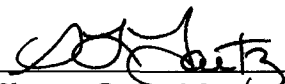
SECTION 25 - PRO-RATING

25.01 Pro-Rating

If an Employee is off work on an approved leave without pay in excess of a complete calendar month, the Employee's sick leave and holiday entitlements under this Agreement shall be pro-rated based on the actual time worked during that calendar year. The Employee will also be required to pay, in advance of the leave, 100% of the premium costs for the benefit coverages as set out in Section 12 in which they participate.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

The corporate seal of the CITY OF CHILLIWACK)
was hereunto affixed in the presence of its duly)
authorized officers:)


_____)
Sharon Gaetz, Mayor)


_____)
Robert L. Carnegie)
Director of Corporate Services/Acting City Clerk)

C/S

The corporate seal of the CHILLIWACK)
PROFESSIONAL FIREFIGHTERS)
ASSOCIATION, LOCAL 2826, OF THE)
INTERNATIONAL ASSOCIATION OF)
FIREFIGHTERS, was hereunto affixed in)
the presence of its duly authorized officers:)


_____)
President)


_____)
Secretary)

C/S

SCHEDULE "A"

WAGE SCHEDULE

1. Definition:

“Comparable Municipalities” shall mean the following Municipalities:

- Kamloops
- Kelowna
- Nanaimo
- New Westminster
- North Vancouver, City
- North Vancouver, District
- Port Coquitlam
- Prince George
- Victoria
- West Vancouver

2. The wage rates set out in Schedule “A” shall be increased during the period from January 1, 2009 to December 31, 2011 in accordance with the following terms:

- (1) The effective date(s) of any wage increases shall be on the same effective date(s) as implemented by a majority of the Comparable Municipalities (or, if there is no majority, by the largest minority percentage of the Comparable Municipalities).
- (2) The wage increase on the applicable effective date shall be the same as the average of the percentage of the wage increases provided to the 4th year Firefighter classification at each of the Comparable Municipalities. The percentage of the wage increase shall be calculated based upon the percentage which the 4th year Firefighter rate at the Comparable Municipality increased from the immediately preceding wage increase effective date at that Comparable Municipality.

3. Effective the commencement of the first pay period following the date of ratification of the 2009-2011 Collective Agreement:

- (1) The Captain wage rate will be adjusted to 122% of the 10th year Firefighter rate of pay.
- (2) The Lieutenant wage rate will be adjusted to 112% of the 10th year Firefighter rate of pay.

Firefighter Wage Schedule – January 1, 2009 to December 31, 2011								
Date and (Rate Increase)	Jan-09 (0.025)		13-Sep-09		31-Dec-09 (0.025)		Jan 2010 –to Dec 31, 2011	
		Hourly Rate		Hourly Rate		Hourly Rate		Hourly Rate
Firefighter Probation	70%	23.906	70%	23.906	70%	24.504	70%	24.504
Firefighter IV	75%	25.614	75%	25.614	75%	26.780	75%	26.780
Firefighter III	80%	27.321	80%	27.321	80%	28.005	80%	28.005
Firefighter II	90%	30.736	90%	30.736	90%	31.505	90%	31.505
Public Education/Fire Inspector	100%	34.152	100%	34.152	100%	35.006	100%	35.006
Firefighter I	100%	34.152	100%	34.152	100%	35.006	100%	35.006
Senior Firefighter 10 years	102%	34.835	102%	34.835	102%	35.706	102%	35.706
Fire Lieutenant-Prog Completed	112%	39.015	112%	39.015	112%	39.991	112%	39.991
Fire Lieut-Training Officer	112%	39.015	112%	39.015	112%	39.991	112%	39.991
Fire Prevention Officer - Prog Com	112%	39.015	112%	39.015	112%	39.991	112%	39.991
Captain	120%	41.802	122%	42.498	122%	43.561	122%	43.561
Training Officer/Captain	120%	41.802	122%	42.498	122%	43.561	122%	43.561
Fire Prevention Off/Captain	120%	41.802	122%	42.498	122%	43.561	122%	43.561

SCHEDULE "B"

SENIORITY LIST

NAME	DATE OF ENTERING FULL TIME SERVICE
COLLINS, Mark	December 4, 1987
KEMP, Brad	June 1, 1988
VAN BEEST, Donald	August 26, 1990
CLARKE, Jim	January 2, 1993
FRYER, Ben	January 4, 1993
PHILBROOK, Craig	November 29, 1993
MEERES, Rick	June 17, 1996
BASTEN, Harry	June 11, 1999
DAVIES, Eric	April 3, 2000
KIRKPATRICK, Trevor	May 20, 2003
CORBETT, Keith	February 2, 2004
BOLAN, Tim	February 14, 2005
BROWN, Andrew	January 3, 2006
TROUT, Ross	January 4, 2006
CLAYTON, Derek	November 20, 2006
COOKSON, Jeff	November 21, 2006
BURKE, Shawn	January 2, 2007
LOCK, Douglas*	January 9, 2008
MIDNIGHT, Michael*	January 9, 2008
MEERES, Wade*	January 9, 2008
BODHOLDT, Kenneth	January 14, 2008
GEDDERT, Kevin	March 3, 2008
AXELSON, Lisa	March 31, 2008
ZUTTER, Greg*	June 1, 2009
PASSEY, Sarah*	June 1, 2009
SAWER, David*	June 1, 2009
DIRKS, Eric*	June 1, 2009

* Seniority for employees whose date of hire is the same is based on their written test scores for the competition in which they were hired. The employee with the highest score in the written test has the most seniority.

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