

AGREEMENT

BETWEEN

**THE CORPORATION OF THE
DISTRICT OF SAANICH**

AND

**THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS,
LOCAL NO. 967**

January 1, 2010 - December 31, 2011

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THIS AGREEMENT made and entered into this 20th day of August, 2012

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter called the "Employer")

OF THE FIRST PART

AND:

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL NO. 967 (hereinafter called the "Union")
the bargaining authority for all employees of
the Fire Department of the Employer falling
within the definition of the word "employee"
in the Labour Code of B.C.

OF THE SECOND PART

WHEREAS the parties wish to promote efficiency in the municipal service and harmonious relations between the Employer and its employees:

NOW THIS AGREEMENT WITNESSETH that the parties hereto agree each with the other, and the Union, on behalf of the employees as follows:

ARTICLE 1: TERM OF AGREEMENT

- 1:01 This Agreement shall be binding and remain in full force and effect from **January 1, 2010** to and including **December 31, 2011** and shall continue from year to year thereafter, unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia. Subsection 50(2) and 50(3) of the Labour Relations Code are not applicable to this Agreement.
- 1:02 If negotiations extend beyond the anniversary date of the Agreement both parties shall adhere fully to the provisions of this Agreement, during the period of bona fide collective bargaining.
- 1:03 Plural or feminine terms shall apply wherever the singular or masculine is used in this Agreement, or vice versa, as the context requires.

ARTICLE 2: UNION MEMBERSHIP

- 2:01 All present and future employees of the Fire Department shall remain in the employ of the Fire Department on condition that they are members of the Union or that they be acceptable to, and acquire membership in, the Union.

2:02 Deduction of union dues for new employees shall be a condition of employment and commence from their initial date of hire.

ARTICLE 3: NO DISCRIMINATION

3:01 The Employer and the Union agree that there shall be no discrimination or coercion exercised or practised with respect to any employee by reason of legal activity in the Union.

ARTICLE 4: CORRESPONDENCE BETWEEN PARTIES

4:01 Correspondence between the parties to this Agreement shall be by the Union through the Director of Corporate Services for the District and by the Employer through the Secretary-Treasurer of the Union.

ARTICLE 5: REPORTS AND RECOMMENDATIONS RE EMPLOYEES

5:01 The Employer agrees that where practical any reports or recommendations about to be made to the Employer dealing with matters of regulations concerning the employees, will be communicated to the Union.

ARTICLE 6: MANAGEMENT'S RIGHTS

6:01 The Union recognizes the exclusive right of the Employer to manage the business and affairs of the Corporation of the District of Saanich and through the Chief of the Department to direct and discipline the employees covered by this Agreement, subject always to the terms of the Agreement.

ARTICLE 7: GENERAL PURPOSES AND CONDITIONS

7:01 It is agreed that all conditions presently in force, but which are not specifically mentioned in the agreement, shall continue to be in full force and effect.

ARTICLE 8: COPIES OF THE COLLECTIVE AGREEMENT

8:01 The Chief of the Fire Department shall make available to each employee one (1) copy of this Agreement, provided that the cost shall be shared equally by the Employer and the Union.

ARTICLE 9: HEALTH CERTIFICATES AND MEDICAL SERVICES

9:01 Any new employee shall furnish to the Employer, a certificate of approval from a qualified physician regarding his health.

9:02 Occupational Health and Safety

- (a) The Employer shall provide Hepatitis "B" shots to those employees who request it.
- (b) The employer shall also provide Hepatitis "B" booster and supplementary shots as requested.

ARTICLE 10: PROBATION

10:01 It is agreed that any employee hired by the Corporation shall be subject to a twelve (12) month probationary period from the date of hire. This period shall be for the purpose of determining an employee's suitability for regular employment. At any time during this period, at the sole discretion of the Fire Chief, employment may be terminated if the employee is deemed to be unsuitable for employment.

In the event that during the probationary period a new employee is off work on an approved unpaid leave of absence, the probationary period will be extended for an equivalent amount of time to the leave of absence.

ARTICLE 11: COMMUNICATIONS CENTRE

11:01 The Communications Centre will be staffed by personnel hired specifically for fire dispatch purposes. These personnel will be classified as Alarm Dispatchers.

11:02 Personnel hired as Alarm Dispatchers and assigned to the Communications Centre will not be eligible to laterally transfer to any other division or section of the fire department.

11:03 Fire Fighting personnel may be assigned to the communications centre for relief purposes including but not limited to, excessive emergency call load, annual vacation, illness, training, scheduled time off and breaks in accordance with Appendix B.

11:04 Relief Alarm Dispatcher Position

- (a) The Fire Chief may on an annual basis appoint one (1) Relief Dispatcher for a period up to but not exceeding (12) months in duration. The purposes of the Relief Dispatcher position shall include but not be limited to, relief purposes relating to, annual vacation, illness, training, scheduled time off, etc.
- (b) The appointment of a relief dispatcher shall rotate on an annual basis and be shared equally by all Alarm Dispatch personnel.
- (c) For the purposes of taking annual vacation and statutory holidays the Relief Dispatcher will be assigned to a specific battalion.
- (d) Work Schedule - in order to facilitate timely shift relief and efficient use of alarm dispatch personnel a modified work schedule and hours will be implemented as follows;
 - (i) the Relief Alarm Dispatcher will be assigned to and work a fifty-six (56) day work cycle comprised of no more or no less than twenty-eight (28) days on and twenty-eight (28) days off within one (1) fifty-six (56) day work cycle.
 - (ii) time worked above and beyond twenty-eight (28) days within the fifty-six (56) day cycle will constitute as overtime and be paid for as provided in Article 22 of this agreement.

- (iii) each fifty-six (56) day cycle will commence on a Monday morning at 0800 hours and will end fifty-six (56) days later on a Monday morning at 0800 hours.
- (iv) the Relief Alarm Dispatcher will not be required to work more than five (5) shifts in any one week. A shift shall be defined as a ten (10) hour day shift or a fourteen (14) hour night shift.
- (v) at no time will the Relief Alarm Dispatcher be scheduled to work a twenty-four (24) hour shift.
- (vi) subject to the relief provisions of this letter of understanding, all attempts will be made to configure the Relief Alarm Dispatchers work schedule to two (2) ten (10) hour day shifts and two (2) fourteen (14) hour night shifts.

11:05 Part-time Alarm Dispatcher

The parties agree that there may be operational circumstances where the use of part-time alarm dispatcher employees is desirable e.g. peak operational periods or backfill for vacation, illness, training or scheduled time off. A part-time employee shall be defined as a person who is employed for less than the normal work week or scheduled shift hours. The following terms and conditions shall apply to part-time employees;

- (a) A part-time employee shall be covered by all provisions of the collective agreement except as amended below.
- (b) Article 17.02, Hours of Work – Communication Section shall not apply. The Fire Chief or his designate retains the authority to schedule part-time employees as operational circumstances require, providing at a minimum the following applies:
 - (i) all employees shall receive a minimum of three (3) hours pay at straight time regardless of hours worked.
 - (ii) all employees shall receive a minimum of ten (10) hours off duty between shifts worked.
 - (iii) if employees agree to return to duty in less than ten (10) hours, overtime rates shall apply for the entire shift they have agreed to return for.
- (c) Article 22, Overtime, shall not normally apply. Overtime will apply when a part-time dispatcher is required to perform duties in excess of 48 hours in a calendar week commencing Sunday at 08.00 hrs, or is required to work more than 14 consecutive hours. Overtime will be calculated on the hourly rate of pay calculated at one and one-half times the standard rate of pay with the employee receiving cash payment.
- (d) A part-time employee shall be paid ten percent (10%) of his/her gross earnings added to each pay cheque in lieu of long service (article 21), vacation (article 23), sick leave (article 25), medical, dental, extended health and insurance benefits (article 29), retirement gratuity (article 35). A part-time employee who accumulates one thousand (1,000) hours shall be paid thirteen percent (13%) of his/her gross earnings in lieu of these benefits.
- (e) Compensation for statutory holidays shall be paid in accordance with the provisions of the Employment Standards Act.
- (f) A part-time employee shall serve a probationary period equal in length of time to the hourly equivalent to that of a regular full-time employee.
- (g) A part-time employee shall have their total cumulative hours of service as an auxiliary employee credited for the purpose of seniority.

- (h) A part-time employee shall accrue wage increments on the basis of total cumulative hours worked.
- (i) A part-time employee shall be entitled to a complete set of uniform issue in accordance with article 44, which is to be replaced on an as needed basis.

ARTICLE 12: SENIORITY

- 12:01 Seniority shall date from the first day of service with the Fire Department. Schedule B attached hereto shall form part of this Agreement and shall show the seniority of the members covered by this Agreement.
- 12:02 The placement of a new employee at the bottom of the seniority list shall occur automatically at the time said employee becomes a permanent employee. When more than one employee commences employment on the same day, the Employer shall decide the order of placement of the new employees at the bottom of the seniority list. The Employer shall provide this list to the Union upon request, but in no event less often than once each calendar year.

ARTICLE 13: LAYOFFS

- 13:01 In the event of a reduction in staff of the Fire Department being necessary, seniority shall govern.
- 13:02 Employees laid off under this article shall be placed on the recall list in seniority order for a period not to exceed twelve (12) consecutive months.

ARTICLE 14: VACANCIES

- 14:01 Where any vacancy occurs in any of the departments of the Employer, notice of such vacancy will be posted on the Notice Boards of the Union by the Employer.

ARTICLE 15: PROMOTIONS

- 15:01 Eligibility for promotion shall be determined as outlined in Appendix A - Promotional Policy, attached hereto.

ARTICLE 16: ACTING SENIOR RANK

- 16:01 When an employee is required to accept the responsibilities and carry out the duties of a position or rank senior to that of the 4th Year Firefighter, he shall be eligible to be paid at the rate of the senior position or rank and shall receive the higher rate for those hours actually worked in the acting capacity. This clause includes full-time Lieutenants in the Fire Prevention Division.
- 16:02 For every two (2) months in aggregate which an employee has spent acting in the higher rank or position, pursuant to Section 16:01 above the probation period shall be reduced by one (1) month and in respect of an employee who has so acted for a total of twelve (12) months there shall be no probation period.

16:03 Members scheduled to work in an acting senior rank capacity as defined in Article 16:01 and not able to perform such duty due to their required attendance at departmentally scheduled training courses related to promotional eligibility and/or continuing education purposes shall continue to receive all acting pay said members would have been entitled to for performing such duty.

ARTICLE 17: HOURS OF DUTY

17:01 Fire Suppression Division

The hours of duty shall be an average of forty-two (42) hours per week in accordance with the provisions of the Fire Department Act. A work week shall consist of two (2) consecutive ten (10) hour day shifts commencing at 08:00 hours, immediately followed by twenty-four (24) hours off duty, immediately followed by two (2) consecutive fourteen (14) hour night shifts commencing at 18:00 hours and then four (4) days off.

17:02 Communication Section

The hours of duty for the Communications Officer shall be thirty-seven and one-half (37½) hours per week Monday through Friday inclusive, 08:00 hours through 16:30 hours.

The hours of work for Alarm Dispatchers shall consist of two (2) consecutive ten (10) hour day shifts commencing at 08:00 hours, immediately followed by twenty four hours off duty, followed immediately by two (2) consecutive fourteen (14) hour night shifts commencing at 18:00 hours and then four (4) days off.

17:03 Working Hours of Fire Prevention and Training Divisions

(a) The hours of duty for the Fire Prevention Division and Training Division shall be thirty-seven and one-half (37½) hours per week based on one (1) day of nine (9) hours and thirty (30) minutes and three (3) days of nine (9) hours and twenty (20) minutes, Monday through Thursday or Tuesday through Friday. The hours of work shall be from 08:00 to 18:00 hours.

(b) (i) The hours of duty for the Pre-Fire Planning/Public Education and Emergency Preparedness Officer(s) shall be based on thirty-seven and one half (37 ½) hours per week, Monday through Friday inclusive, from 08:00 hours to 16:30 hours.

(ii) Due to the nature of the work, a flexible work schedule to accommodate occasional evening and weekend work is a requirement of this position. Time spent conducting evening and/or weekend work will not be considered overtime and will require equivalent time to be taken off during regular daytime hours within thirty (30) days of the original time worked.

(iii) By mutual agreement of the Employer and the Union, the parties may implement a modified work week that provides for a schedule of four (4) days of work based on one (1) day of nine (9) hours and thirty (30) minutes and three (3) days of nine (9) hours and twenty (20) minutes, Monday through Thursday or Tuesday through Friday. The hours of work shall be from 08:00 to 18:00 hours.

17:04 Mechanical Division

The hours of duty for the Mechanical Division shall be forty (40) hours per week based on four (4) working days of ten (10) hours each from 08:00 to 18:00 hours, Monday to Friday, with the Chief of the Department having the discretion to determine the four (4) working days.

17:05 Any employee seeking to change and/or exchange hours or shifts of work with another employee may do so upon receiving the prior written permission of the Chief or the Chief's authorized delegate who shall be the Deputy Chief, Assistant Chief or Battalion Chief. Provided, however, in emergent circumstances such prior permission may be granted verbally by the Chief's authorized delegate. Such permission shall not be unreasonably withheld.

ARTICLE 18: EMPLOYMENT DURING OFF DUTY HOURS

18:01 Any employee desiring to accept gainful employment from another Employer during off duty hours must first receive permission from the Fire Chief.

ARTICLE 19: CROWD CONTROL

19:01 Fire Fighters will not be assigned duties relating to crowd or riot control unless such assignments are made subsequent to the reading of the Riot Act by the Mayor.

ARTICLE 20: SALARIES

20:01 The scale of salaries set out in the attached Schedule A titled "Saanich Fire Fighters Salary Schedule" shall apply during the term of this Agreement, subject to Sections 20:02, 20:03 and 20:04 of this Article.

20:02 Any employee hired during the term of this agreement shall commence employment as a Probationer (1st 6 months) and shall progress to the classifications First Year (2nd 6 months), Second Year and Third Year, becoming a First Class Fire Fighter upon successful completion of the service required in each classification, except that such progress may be accelerated where in the opinion of the Chief of the Department such action is warranted.

20:03 The Mechanic Fire Fighter shall be the holder of a Journeyman Mechanic's Certificate.

20:04 The monthly salary of the Training Officer shall be consistent with the rank to which the Training Officer is appointed and the salary provided in Schedule A.

20:05 Employees shall be paid on a bi-weekly basis by means of direct deposit.

ARTICLE 21: LONG SERVICE

21:01 (a) First (1st) Class Fire Fighters shall receive, after ten (10) years of continuous service with the Department, an increase of three percent (3%) in basic salary.

(b) In addition to 21:01(a), First Class Fire Fighters who have completed 15 years continuous service with the Department shall be eligible to receive an additional three percent (3%) calculated at one hundred and six percent (106%) of the First Class Fire Fighters' rate provided:

i. the Fire Fighter successfully completes the following Justice Institute of British Columbia, Fire Officer I course:
Fire Service Instructor II – S102, in accordance with NFPA 1041, Fire Service Instructor Professional Qualifications

ii. in the event that the Justice Institute of British Columbia discontinues the above-noted course, a mutually agreed upon course will be substituted.

- (c) The four (4) senior Suppression Captains shall be entitled to the pay rate of one hundred and twenty seven percent (127%) of the eleventh (11th) year fire fighter rate. Senior Captain classification and rate entitlement is subject to members' qualification to the rank of Battalion Chief in accordance with Appendix A.

Further:

- (a) members holding officer positions, whether in a confirmed, probationary or acting capacity, are not entitled to this rate (those members assigned to the Fire Prevention Division as temporary officers will be considered confirmed for this purpose, while so employed);
- (b) the Mechanic Fire Fighter shall not be entitled to this rate;
- (c) the department Training Officer will act as the course Liaison Officer;
- (d) Fire Fighters who have completed nine (9) years service are eligible to apply to the Fire Chief for course enrollment, however, this rate will not be paid until the member has completed fifteen (15) years service and successfully completed the course;

21:02 Payment of service pay as provided in Section 21:01 above shall be discontinued effective the date that a recipient is promoted to an officer rank or effective the date a recipient is confirmed as being deemed to be acting in such officer rank on a continuous basis, whichever date first occurs.

ARTICLE 22: OVERTIME

22:01 All employees covered by this Agreement shall, when required to perform duties outside their regular shift hours, be paid an hourly rate of pay calculated at time and one-half (1½x) the standard rate of pay for the classification with the employee receiving cash payment.

22:02 The following method calculating hours of overtime shall apply:

- (a) Where not more than fifteen (15) minutes over the regular shift is worked no overtime shall be paid.

- (b) Extension of Shift Overtime

Overtime worked immediately prior to or immediately following a member's regularly scheduled shift shall be paid at the rate of one and one-half time (1 ½ X) for the first two (2) hours. Thereafter overtime shall be paid at the rate of double time (2X).

Overtime in excess of fifteen (15) minutes, up to thirty (30) minutes over the regular shift shall be calculated as thirty (30) minutes, with overtime in excess of thirty (30) minutes to be calculated as follows:

- Over 15 minutes ½ hour
- Over 30 minutes 1 hour

(c) Call-out Overtime

Call out duty time to establish shift strength shall be a minimum of two (2) hours to be paid at the rate of time and one-half ($1\frac{1}{2}x$).

(d) Emergency Incident Call-out Overtime

Emergency incident call-out time shall be a minimum of two (2) hours to be paid at the rate of double time (2x).

(e) Court Overtime

That the rate of pay for court time be established as time and one-half ($1\frac{1}{2}x$) for time actually required to be in attendance. The minimum time for time actually required in attendance shall be two (2) hours.

(f) Statutory Holiday Overtime

The calculation for overtime worked on a statutory holiday shall be based on the provisions for overtime in accordance with Article 22, plus the addition of one half time ($\frac{1}{2}x$) for the statutory holiday portion as defined in Article 24:04.

22.03 Members of the Fire Prevention Division required to be on standby for fire cause determination duties shall be compensated at the rate of one dollar (\$1) per off duty hour. Such member on standby shall be available and fit to perform such duties if required.

ARTICLE 23: VACATIONS

23:01 In the first calendar year of service (January 1st to December 31st), vacations will be granted on the basis of one-twelfth ($1/12$ th) of two (2) weeks vacation for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st. Employees starting after March 1st of any year will be granted vacation and statutory pay from their starting date until December 31st of that year in accordance with the Employment Standards Act.

23:02 (a) Vacations with pay shall be granted to all other employees in the following manner:

- Twenty-one (21) calendar days per annum after one (1) year, up to and including the tenth (10th) year of service.
- Twenty-eight (28) calendar days per annum after the tenth (10th) year, up to and including the nineteenth (19th) year of service.
- Thirty-five (35) calendar days per annum in the twentieth (20th) year up to and including the twenty-fourth (24th) year of service.
- Forty-two (42) calendar days per annum in and following the twenty-fifth (25th) year of service.

(b) For Suppression Division employees on platoon duty, for calculations for annual vacations, whether taken as paid annual vacations in service or granted in cash in the case of a separation from service, the following are equivalent:

- twenty-one (21) calendar days = 12 duty shifts
- twenty-eight (28) calendar days = 16 duty shifts
- thirty-five (35) calendar days = 20 duty shifts
- forty-two (42) calendar days = 24 duty shifts

23:03 A rotation system of vacation choice shall continue in operation for all employees excepting that the Training, Prevention and Mechanical Divisions and Communications Section shall each be considered as a single and separate Division for vacation scheduling and the employees therein shall take vacations on a rotation system but not in periods that overlap those of any other employee in that Division.

23:04 An employee's annual vacation will commence on a first duty day of his work schedule, and at the conclusion of his vacation he will return to duty in the same group in which he was when he began his vacation.

23:05 Vacation time may be carried over into the next year under exceptional circumstances upon written permission of the Fire Chief and the Administrator, or his delegate.

23:06 Members shall not earn vacation while on unpaid leave in excess of thirty (30) consecutive days. Vacation shall be adjusted on the member's return to work.

ARTICLE 24: STATUTORY HOLIDAY PAY

24:01 All eligible employees shall be entitled to the benefits provided in this Article 24 in respect to the following Statutory Holidays:

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 additional Statutory Holidays proclaimed or declared by the Government of Canada, the Province of British Columbia or the District of Saanich.

24:02 In any instance that a Statutory Holiday listed in Section 24:01 occurs:

- (a) on an employee's normal day of rest; or
- (b) on a day that an employee is on annual vacation; or
- (c) on a day that is provided in-lieu of a day listed in Section 24:01; or
- (d) on a day when an employee is receiving benefits from the Workers' Compensation Board as the result of an accident or injury that took place while in the employment of the Employer, excluding partial or permanent disability pension benefits, such employee shall receive time off equivalent to the employee's regular working hours without loss of normal straight-time pay.

24:03 The time off without loss of pay referred to in Sections 24:02 and 24:04 must be taken in cumulative annual blocks, separate from annual vacations, provided always such absence does not, in the discretion of the Chief of the Department, interfere with the operating efficiency of the Department, and provided also, all time off so accumulated must be taken during the same calendar year (January 1 through December 31) in which it is earned.

- 24:04 Any employee working on a Statutory Holiday listed in Section 24:01 shall receive his regular straight-time pay plus fifty percent (50%) of such straight time pay without the option of in-lieu time off as an alternative.
- 24:05 The Statutory Holidays listed in Section 24:01 shall be deemed to be days of rest in respect to all employees except those employed under the terms of the Fire Department Act.
- 24:06 Members shall not earn Statutory Leave while on unpaid leave in excess of thirty (30) days.

ARTICLE 25: SICK LEAVE

25:01 Sick leave shall be granted in accordance with the following Schedule:

<u>Employee</u>	<u>On Full Pay Not Exceeding</u>
To every permanent employee who has served not more than one (1) year.	One (1) day for each completed month of service.
To every permanent employee who has served over one (1) year and not more than five (5) years.	Twelve (12) days within one (1) calendar year.
To every permanent employee who has served over five (5) years and not more than twenty (20) years.	Two (2) months within one (1) calendar year.
To every permanent employee who has served over twenty (20) years.	Three (3) months within one (1) calendar year.

- 25:02 For the purpose of computation, part days will accumulate. A week shall be the average number of hours worked weekly by an employee in accordance with the "Hours of Duty" provisions contained in this Agreement - Sections 17:01, 17:02 and 17:03.
- 25:03 Effective January 1, 2001, the unused sick leave entitlement for each member with less than five (5) years completed service, shall accrue and be available to that member at a rate of one hundred percent (100%). In the sixth (6th) year of employment and each year thereafter, fifty percent (50%) of the unused sick leave entitlement in each year shall be cumulative to a maximum of twenty-six (26) weeks.
- 25:04 In the event any person covered by this Agreement contracts a communicable disease in the course of, and in the discharge of his duty, he shall, upon recommendation of the Medical Health Officer, be granted sick leave in addition to that referred to herein and for the period of such illness.
- 25:05 The Employer reserves the right to require satisfactory proof of illness before any sick leave is granted.
- 25:06 Any member unable to carry out his daily fire fighting or fire prevention duties because of illness or injury may be assigned light duties as required by the Fire Chief, subject to the prior approval of the employee's doctor.

25:07 An employee who receives wage loss benefits for I.C.B.C. or W.C.B. shall reimburse the Employer for benefits received under Article 25 up to the amount of:

- (a) Benefits received from the Employer as paid sick leave under Article 25 or
- (b) Benefits received from I.C.B.C. or W.C.B. and designated as compensation for loss of wages, whichever is less.

In the event an employee fails to file a claim for wage loss benefits with W.C.B. or I.C.B.C. then the employer reserves the right to pursue a third party action. The recovery of all monies received by the employer shall be sole property of the employer and all expenses incurred in this action shall be the responsibility of the employer. Whenever the employer commences a third party action the employee involved shall cooperate.

25:08 Sick Leave Bank

The Sick Leave Bank provides for absences due to sickness extending beyond a permanent employee's normal entitlement, to be operated as follows:

- (a) The Sick Leave Bank shall have a maximum of two hundred (200) days and shall not exceed this maximum at any time. Should this accumulation be exhausted during that calendar year, no other allotments will be available until the commencement of the subsequent year.
- (b) On the first day of each calendar year, each employee who has served over 5 years continuous service shall contribute to the Sick Leave Bank an equal number of hours or days from their accrued sick leave credits, so as to re-charge any payment(s) made from the bank in the previous year. The method of calculation in re-establishing the 200 day maximum as defined in Article 25:08(a) shall be based on the total number of days owed to the bank, divided equally among the total number of members eligible to contribute accrued sick leave credits in the establishment of the Sick Leave Bank.
- (c) Payments from the Sick Leave Bank will be made by the Corporation upon receipt of written recommendation from the Sick Bank Committee (consisting of two (2) representatives of both the Employer and the Union) in accordance with the following allotment schedule:

<u>Anniversary Year</u>	<u>Sick Leave Allotment (Working Days)</u>
After six (6) months employment and the end of third (3rd) year	22
After third (3rd) year	44
After fourth (4th) year and subsequent year	66

- (d) No allotments from the Sick Leave Bank shall be approved unless the employee concerned has had six (6) months continuous employment and has exhausted his current annual and accrued sick leave benefits.
- (e) Members shall not earn sick leave while on unpaid leave in excess of thirty (30) consecutive days. Sick leave shall be adjusted on the member's return to work.

ARTICLE 26: GRIEVANCE AND ARBITRATION PROCEDURE

26:01 Grievance means any difference between the persons bound by this Agreement concerning the interpretation, application, operation or any alleged violation of this

Agreement, including any question as to whether any matter is arbitrable. All grievances shall be finally and conclusively resolved in the manner provided in this Article without stoppage of work or any reduction in production and service. A working day shall be any of those days Monday to Friday inclusive.

- 26:02 Step 1: Within thirty (30) working days from the date of the incident prompting the grievance, the employee shall discuss the matter with his immediate supervisor as designated by the Employer. If the employee so desires, a Union representative may be present during the discussions at this Step.
- 26:03 Step 2: If no settlement is reached in Step 1, then the aggrieved party shall submit the grievance in writing to the Chief of the Department or the Chief's representative within seven (7) working days of the last discussion provided in Step 1. The recipient of this grievance shall meet with the aggrieved employee and not more than three (3) representatives of the Union within seven (7) working days of the receipt of the grievance in an attempt to reach a satisfactory settlement of the grievance.
- 26:04 Step 3: If no settlement is reached in Step 2, a meeting shall be arranged between up to three (3) representatives of the Union and the Municipal Administrator within seven (7) working days of the last meeting provided in Step 2 of this procedure.
- 26:05 Step 4: If settlement is not reached through the foregoing procedures the grievance may be referred to an Arbitration Board. When either party requests that a grievance be submitted to arbitration the request shall be submitted to the other party in writing within ten (10) working days of the last meeting provided in Step 3 of this procedure.
- 26:06 The Union and the Employer shall each have the right to process policy disputes which arise regarding the interpretation and application of this Agreement through the above-mentioned procedures commencing with Step 3, provided the grievance is submitted in writing within thirty (30) working days from the date that the dispute giving rise to the grievance occurred.

Arbitration Procedure:

- 26:07 When either party has requested that the grievance be submitted to arbitration it shall notify the other party of its nominee to the Arbitration Board. The recipient of the notice shall within seven (7) days notify the other party of its appointee to the Arbitration Board.
- 26:08 If the recipient of the notice fails to appoint a member within seven (7) days or if the two (2) appointees fail to select a Chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour of the Province of British Columbia. The Arbitration Board may determine its own procedure and shall sit, hear the parties and settle the terms of the question to be arbitrated and make its award within thirty (30) days of its last meeting. The Board shall deliver its award in writing to each of the parties, giving reasons for the decision and the award of the majority of the Arbitration Board shall be final and binding on all parties.
- 26:09 Should the parties disagree as to the meaning of the Board's decision either party may resubmit the matter in dispute to the Arbitration Board for clarification.
- 26:10 The Arbitration Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. The time limits established for the arbitration procedure in this Article may be extended by mutual consent of both parties. Each party shall pay the cost and expenses of its appointee to the Arbitration Board and shall share equally the cost and expenses of the Chairman.

ARTICLE 27: DISMISSALS

- 27:01 Except when dismissed for cause, when a permanent employee of the Fire Department is relieved of his position, he shall be given thirty (30) days' notice, or in lieu thereof, one (1) month's pay.
- 27:02 Any employee who has been wrongfully dismissed or suspended by the Corporation and who is later reinstated shall be compensated in full for all time lost, less any earnings he may have made through other employment during the period of such dismissal or suspension. Upon notification in writing of suspension or dismissal, any employee desiring to appeal his dismissal or suspension must do so to the Employer, a notice of appeal must be made within five (5) days of such notice of dismissal or suspension.
- 27:03 Where an employee leaves the Fire Department or is dismissed for cause and later re-engaged, his seniority shall date from the time of his re-engagement.
- 27:04 When a disciplinary meeting, which could result in suspension, dismissal or demotion occurs, a representative of the Union shall be present.

ARTICLE 28: COMPLAINTS AGAINST FIRE FIGHTERS

- 28:01 Any complaint against any Fire Fighter of a nature which could result in suspension, dismissal, demotion, or legal action against the Fire Fighter concerned, shall be in the form of a sworn affidavit by the complainant to the Fire Chief setting forth the grounds for the complaint and a copy of such complaint and the grounds therefore shall be submitted to the Fire Fighter concerned. If any such complaint is brought before the Personnel Committee, the Fire Fighter concerned may be represented by legal counsel and Union representation at the time the complaint is dealt with by the Personnel Committee.

ARTICLE 29: MEDICAL, DENTAL, EXTENDED HEALTH AND INSURANCE BENEFITS

29:01 Insurance Benefits

- (a) All current employees and all newly hired employees shall, as a condition of employment, upon completing their probationary period, be eligible for basic group life insurance coverage in the amount of three times (3x) such employee's annual salary, adjusted January 1st of each year based upon the employee's rate of pay on the previous December 31st, rounded upward to the next highest thousand, plus accidental death and dismemberment coverage as set out below and, should the employee desire, such optional insurance as may be provided by the carrier. The carrier shall be acceptable to both parties and the term of the policy of the carrier shall apply.
- (b) The Employer shall pay fifty-five percent (55%) of the cost of premiums for the basic life insurance and accidental death and dismemberment coverage, and each employee shall pay the remaining forty-five percent (45%) of such premiums through payroll deduction. All premiums for optional life insurance shall be borne solely by the employee. It is agreed that the Employer shall receive the full amount of the dividends declared yearly by the carrier, until such dividends offset the cost of premiums paid by the Employer, it then being agreed that any excess of the dividends received over and above the yearly amount of the premiums paid by the Employer, shall be returned to the employees.

- (c) The group life insurance coverage provided above shall also contain a rider providing Accidental Death and Dismemberment benefits of loss, within ninety (90) days of an accident, for life, limb and sight in accordance with the following schedule:
- (i) loss of life;
 - loss of both hands and both feet or sight of both eyes;
 - loss of one hand and one foot;
 - loss of one hand and sight of one eye;
 - loss of one foot and sight of one eye; an amount equal to the group life insurance coverage provided in Subsections 29:01(a) and 29:01 (b) of this Article; and,
 - (ii) loss of one hand or one foot or sight of one eye; fifty percent (50%) of the amount of group life insurance coverage provided in Subsections 29:01(a) and 29:01(b) of this Article.

The Employer shall pay fifty-five percent (55%) of the total premiums for this Accidental Death and Dismemberment benefit, and the employee shall pay the remaining forty-five percent (45%) of the total premiums.

- (d) The Employer shall make available optional spousal life insurance subject to employees meeting the minimum participation criteria as established by the carrier. All premiums for optional spousal life insurance shall be borne solely by the employee.

29:02 Medical Services Plan

The Employer shall contribute one hundred per cent (100%) of the monthly cost of medical coverage for each employee's participation in the B.C. Medical Services Plan, following completion of their probation period.

29:03 Extended Health Plan

- (a) The Employer shall contribute seventy-five per cent (75%) of the monthly cost for each employee's participation in the Extended Health Benefits Plan, following completion of their probation period, providing that the employee agrees to contribute the remaining twenty-five per cent (25%). The annual deductible for the Extended Health Benefit is \$100.00.
- (i) vision care provides eighty per cent (80%) reimbursement towards the cost of the purchase of one (1) pair of eyeglasses or one (1) pair of contact lenses (not both) every two (2) years for each employee and his dependents to a maximum cost of four hundred and fifty dollars (\$450.00) per pair.
 - (ii) hearing aids are provided to a maximum of two thousand dollars (\$2,000.00) every five (5) years.
 - (iii) coverage for orthotics to a maximum of \$300.00 per calendar year.
 - (iv) coverage to include one annual eye exam every two (2) years to a maximum of \$75.00.

- (v) coverage to include Prostrate Specific Antigen (PSA) testing for employees 40 years of age or older. It is understood that should the Province of British Columbia cover the cost of the testing, the obligation of the Employer to pay shall cease.
 - (vi) listed professional practitioners shall be increased to a maximum amount of \$500.00 per calendar year for each practitioner.
- (b) The maximum lifetime coverage under 29:03 shall be unlimited.
- (c) Coverage under Extended Health Care is provided in conjunction with government-sponsored plans or programs, and is based on the presumption that the services or supplies currently payable under these plans will not be reduced or eliminated. If coverage of a service or supply under any government-sponsored plan or program is reduced or eliminated, the expenses which cease to be covered shall be the subject of negotiation between the parties as to their disposition.

29:04 Dental Plan

The Employer shall maintain a Dental Plan which shall provide for the payment of:

- (i) one hundred percent (100%) of claims under Plan A (basic services); and
- (ii) fifty percent (50%) under Plan B (prosthetic appliance and crown and bridge procedures); and
- (iii) fifty percent (50%) under Plan C (Orthodontia) for approved charges, effective July 1, 2001, up to a maximum of five thousand dollars (\$5,000) for each individual insured.

The Employer shall pay eighty percent (80%) of the monthly premium cost of the Dental Plan in each instance where the employee agrees to contribute the remaining twenty percent (20%) through monthly payroll deductions, provided always that at least seventy-five percent (75%) of the eligible employees agree to such monthly deductions.

29:05 Employee Assistance Plan

All employees, following completion of their probationary period, shall participate in the Employee Assistance Program as a condition of their employment. Each employee shall share the cost of the premium with the employer contributing sixty percent (60%) and the employee contributing the remaining forty percent (40%).

29:06 Maternity Leave

- (1) A pregnant member who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave;
 - (a) beginning
 - (i) no earlier than 11 weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and
 - (b) ending
 - (i) no earlier than 6 weeks after the actual birth date, unless the member requests a shorter period, and
 - (ii) no later than 17 weeks after the actual birth date

- (2) A member who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- (3) A member is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a) or (b)
- (4) A request for leave must;
 - (i) be given in writing to the employer,
 - (ii) if the request is made during the pregnancy, be given to the employer at least 8 weeks before the day the employee proposes to begin leave, and
 - (iii) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) A request for a shorter period under subsection 1 (b) (i) must;
 - (a) be given in writing to the employer at least one week before the date the member proposes to return to work and
 - (b) if required by the employer be accompanied by a medical practitioner's certificate stating the employee is able to resume work.
- (6) Temporary Transfer (Suppression Division)

Upon the provision of medical evidence satisfactory to the Employer, at the request of a pregnant member the Employer shall endeavour to temporarily transfer the member out of the Suppression Division for the duration of the pregnancy or, alternatively, to relieve the member of suppression duties which are medically prohibited.

ARTICLE 30: EMPLOYMENT INSURANCE REBATE PROGRAM

The employer shall register its sick leave plan with Human Resources Development Canada for premium reduction purposes. The Union and the Employer agree that the annual premium reduction rebate entitlement of the members (5/12) shall be cumulative over the course of the agreement. Upon negotiation of a new collective agreement the Union and the employer shall agree as to the manner in which the employees' rebate entitlement is to be disbursed.

ARTICLE 31: ACCIDENTS

31:01 The Employer shall observe all reasonable precautions and provide all safety devices or appliances that may be required for the ample protection of all employees. All employees shall cooperate with the Employer in the prevention of accidents and will from time to time, as the occasion requires, make such representations to the Safety Committee as to prevention of accidents as may be considered necessary.

ARTICLE 32: DEATH AND DISABILITY SUPPLEMENT

32:01 Provisions of the Death and Disability Supplement shall be as contained in Appendix C attached hereto and forming part of this Agreement.

ARTICLE 33: RETIREMENT

33:01 The maximum retirement age for every employee of the Fire Department covered by this Agreement, without exception, shall be age sixty (60). Such employees of the Fire Department, without exception, shall be required to retire from employment effective the end of the calendar month in which he reaches his sixtieth (60) birthday.

33:02 The Council may rehire superannuated personnel on a temporary basis on the understanding that such temporary rehiring will not prejudice promotions in the Department. At the time of retirement, the Employer shall make an allowance for any holidays accrued to the credit of the employee.

ARTICLE 34: PENSION PLAN

34:01 All regular employees appointed to permanent positions shall be enrolled into Group 5 in accordance with the Municipal Plan Rules, as amended from time to time under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the Public Sector Plans Act as applied to the Employer and its regular full-time employees, from the first date of employment up to compulsory retirement at age 60. Employees who are ineligible to make contributions under the Pension (Municipal) Act shall be exempted from its provisions. If there is a conflict between the Municipal pension Plan Rules and this Agreement. Then the Municipal Pension Plan Rules shall prevail.

34:02 Subject always to the qualifying provision contained in the Public Service Pension Act, the Employer agrees to participate in such contributions as are necessary to extend pensionable service of members of the Union, covered by this Agreement, up to a maximum of six (6) months, which extension represents time served by the member in a probationary capacity which has not heretofore been considered as pensionable service.

(a) Cost of the increased benefits, as defined by the Pension Act, is shared 50/50 by the employee and the Employer.

(b) Members hired after January 1, 1999 shall commence contributions to the Superannuation Plan on the first of the month following the date of hire.

34:03 All regular employees eligible for enrolment in Municipal Pension Plan Group 5 shall receive a Supplemental Pension Pay Allowance (SPPA) of 0.56% of pensionable earnings to be indicated on the employee's bi-weekly pay cheque.

ARTICLE 35: RETIREMENT GRATUITY

35:01 Upon a member of the Fire Department reaching 50 years of age and being retired in accordance with the Public Services Pension Act the Employer shall grant him a gratuity equal to his pay for:

(a) One month, plus

(b) Period equal to fifty percent (50%) of any accrued sick leave to his credit.

35:02 In the event that a member of the Fire Department dies while employed by the District of Saanich, having reached fifty (50) years of age, his estate or named beneficiary shall be paid the full gratuity as defined in Article 35:01 and such payment shall not preclude a member or his estate's eligibility to the Death and Disability Supplement as defined in Article 32.

35:03 The gratuity referred to in Article 35:01 shall be paid at the basic rate of pay of the employee at the time of retirement.

35:04 In this Article "accrued sick leave" means the right to sick leave accumulated in accordance with Article 25 to a maximum of twenty-six (26) calendar weeks and does not include any claim to additional sick leave granted only upon recommendation of the Medical Health Officer or to payment out of the Sick Leave Bank provided in that Article.

ARTICLE 36: BARGAINING REPRESENTATIVES

36:01 Bargaining representatives of the Union shall be granted leave of absence (by providing reliefs) to attend to Union business. Reliefs provided in accordance with this Article are employees of the Employer entitled to all of their normal benefits under this Agreement except that they will receive no additional compensation from the Employer for work done as reliefs.

36:02 The Employer will provide paid leave to bargaining representatives of the Union for the purpose of negotiating a collective agreement as follows:

- (a) an aggregate of three (3) days annually
- (b) this paid leave may be cumulative in the case of multi year agreements

ARTICLE 37: LEAVE OF ABSENCE

37:01 Any employee desiring leave of absence without pay shall be granted such leave insofar as the regular operation of the Department will permit in the opinion of the Chief, providing reasonable notice is given to the Chief of the Fire Department. Such leave of absence shall not exceed what is, in the opinion of the Employer, to be a reasonable period of time.

ARTICLE 38: COMPASSIONATE LEAVE

38:01 Compassionate leave may be granted on individual merit basis on recommendation by the Fire Chief and the Administrator. The person receiving this leave is not required to make up time or lose any pay.

ARTICLE 39: JURY DUTY

39:01 Any permanent employee called for Jury Duty will be allowed time off work with pay during the period of jury service, provided he shows proof of attendance and turns over his jury pay to the Corporation.

39:02 Proof of attendance on Jury Duty shall consist of a statement showing the actual days in attendance, together with the times involved and this statement must be signed by a responsible court official.

ARTICLE 40: DETACHED DUTY

40:01 Secondment to Fire Services Academy

In the event the Fire Services Academy, Justice Institute of British Columbia, requests the services of an employee, the Employer, the Union and the employee shall provide support in facilitating such request within the following terms and conditions:

- (a) The Employer shall grant the employee detached duty leave for a period of two (2) years, subject to being extended one (1) additional year, at the mutual agreement of the Employer, the Academy and the employee.
- (b) During the employee's service with the Academy, the employee shall maintain and accumulate seniority as though the employee had remained in full-time service with the Employer.

40:02 Management Training

Any employee selected and assigned by the Chief of the Department to attend a course or a program in the management or administration of fire departments shall continue to receive his regular monthly salary and, to accumulate seniority as though the employee had remained in full time service with the Employer.

ARTICLE 41: SPECIAL PROJECT AND ASSIGNMENT DUTY

- (a) The Fire Chief may avail an opportunity for members to apply for special project and assignment duty. Selection of individuals shall be based on the member having the required technical knowledge and expertise as determined by the Fire Chief. All qualifications of applicants being equal for the special project or assignment duty, members will be selected in order of seniority.
- (b) Such special projects and assignments will not reduce the manning standard as determined by the Fire Chief and shall not extend beyond six (6) months without the mutual consent of the Union and the Fire Chief.

ARTICLE 42: MEDICAL FIRST RESPONDER CERTIFICATION

- (a) The term MEDICAL FIRST RESPONDER CERTIFICATION is defined to be a valid certificate as required under the B.C. Health Act authorizing a member of a municipal fire department to administer first aid to members of the public.
- (b) At all times, a minimum of 85% of the members of the Fire Suppression Division shall hold valid Medical First Responder certification and that certification shall be the EMA First Responder Level 3.

Should, at any time, the number of certified members drop below 85%, the Fire Chief will assign members in reverse seniority, i.e. the more junior member first, who shall be required to obtain the necessary Medical First Responder certification.

- (c) Members holding medical First Responder certifications may also be required to hold additional certification in "Spinal Immobilization" and Automatic External Defibrillation (AED) as determined by the Fire Chief.
- (d) All Lieutenants and those members declared qualified as Lieutenants under the existing promotional policy, but have not yet been promoted, shall hold Medical First Responder certification.
- (e) At the discretion of the Fire Chief, there will be maintained eight members who hold Medical First Responder Instructor Certification.
- (f) Members successfully completing the required Medical First Responder course and holding the required certification on January 1st of each year will be credited with twelve (12) hours of banked training time in that calendar year.
- (g) Should the Medical First Responder certification issued under the B.C. Health Act be repealed or if Section 33.16 of the W.C.B. Occupational Health and Safety Regulations is altered or eliminated, the parties will resolve the matter in a manner which is mutually agreeable.

ARTICLE 43: DEPARTMENTAL INSTRUCTORS/FIELD TRAINERS

- (a) At the discretion of the Fire Chief members may be designated as Instructors and/or Field Trainers for departmental programs. These members may be assigned to specific battalions to facilitate in service training.
- (b) Departmental Instructors/Field Trainers will be compensated at the rate of 22% over and above the member's hourly rate of pay for each hour of instruction only. For the purpose of Instructors/Field Trainers pay, on duty instructors/field trainers must be working on behalf of the training division and have prior approval.

ARTICLE 44: ISSUANCE OF UNIFORMS

- 44:01 Uniforms shall be issued to each member of the Fire Department in accordance with the Appendix D attached hereto and forming part of this Agreement. Effective 1992, the Employer agrees to issue one pair of good quality leather boots every two (2) years. The quality shall be at least equal to the 1990 issue.
- 44:02 All necessary fire fighting equipment and protective clothing shall be supplied as defined by the Fire Chief.
- 44:03 The Employer shall have dry cleaned twice monthly or as required the uniform pants and jackets of all Assistant Chiefs and Battalion Chiefs at no cost to the employee.
- 44:04 Employees, other than those covered under 44:03 above, shall be paid a uniform cleaning allowance of \$10.00 per month. An employee shall not be entitled to receive cleaning allowance while on unpaid leave of absence that exceeds thirty consecutive days.
- 44:05 (a) The parties recognize that the schedule for the issuance of uniform clothing contained herein is not always in the best interest of the Department and the Union members.

- (b) Should the parties mutually agree therefore to a variance in the schedule, said variance shall be made on a without prejudice basis.

ARTICLE 45: TECHNOLOGICAL CHANGE

45:01 Should differences arise between the parties to this Agreement as a result of the introduction of technological change, there shall be no work stoppage arising from such differences, and the grievance procedure contained in this Agreement shall apply. Wherever possible, permanent members of the Fire Department displaced through technological change, will be assigned to other positions in the Municipality for which they qualify. The pay in such cases will be the normal pay for the classification to which the displaced employee is assigned. Qualified personnel who have been displaced through technological change, will be rehired in order of seniority, and in such cases, departmental seniority will be the sum of previous service with the Fire Department plus service since the date of recall to the Department.

ARTICLE 46: CONTRACTING OUT

46:01 The Employer agrees that no regular full time employee shall be laid off or otherwise terminated as a result of contracting out bargaining unit work normally performed by bargaining unit employees.

ARTICLE 47: SEXUAL AND PERSONAL HARASSMENT

47:01 The Employer and the Union recognize the right of employees to work in an environment free from sexual/personal harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual/personal harassment which may arise in the work place.

47:02 For purposes of this Agreement, sexual harassment shall be defined as any sexually oriented practice which undermines an employee's health or job performance, or endangers an employee's employment status or potential.

47:03 For the purposes of this Agreement, personal harassment shall be defined as any behaviour consisting of offensive comments or actions which demean, belittle, or intimidate an individual or cause personal humiliation or undermines an employee's health or job performance, or endangers an employee's employment status or potential, except that this clause shall not be used to circumvent the disciplinary procedure. This article relates to interpersonal relationships only.

47:04 Cases of sexual/personal harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to Section 47:01 above, shall be eligible to be processed as a grievance. In cases of sexual harassment, an Arbitration Board, shall have the power to transfer or discipline any person found guilty of sexually harassing an employee.

ARTICLE 48: PERSONNEL FILES

- (a) An employee shall be entitled to review his/her personnel file(s) in accordance with the Freedom of Information and Protection of Privacy Act (B.C.). The employee shall be entitled to obtain a photocopy of any or all material in the file.

- (b) The employee may provide written authorization to the President of the Union or his designate to review their personnel file(s) and/or request a copy of any or all information in the file(s) on his/her behalf.

ARTICLE 49: LETTERS OF UNDERSTANDING

49:01 The following Letters of Understanding shall be attached to and form part of this Agreement:

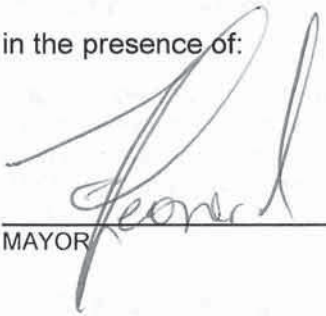
- Letter No. 1 - Assistant Chiefs and Battalion Chiefs
- Letter No. 2 - Training Positions in the Fire Prevention Division
- Letter No. 3 - Justice Institute of B.C. Fire Academy Courses
- Letter No. 4 - Eligibility for Promotion - Fire Prevention, Training and Mechanical Divisions
- Letter No. 5 - Selection of New Recruits
- Letter No. 6 - Over Contributions to the Superannuation Plan
- Letter No. 7 - Employee Banked Time
- Letter No. 8 - Emergency Program Officer and Communication Officer Positions
- Letter No. 9 - Suppression Lieutenant Salary

IN WITNESS WHEREOF the parties hereto have caused their Corporate Seals to be hereunto affixed in the presence of their duly authorized Officers on this 20th day of August, 2012, in the Municipality of Saanich, Province of British Columbia.


FOR THE EMPLOYER:

SIGNED, SEALED AND DELIVERED
BY THE CORPORATION OF THE
DISTRICT OF SAANICH

in the presence of:




MAYOR




MUNICIPAL CLERK

FOR THE UNION:

SIGNED, SEALED AND DELIVERED
BY THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
LOCAL NO. 967,
in the presence of:



PRESIDENT



SECRETARY

SCHEDULE A
SAANICH FIRE FIGHTERS SALARY SCHEDULE

	% of First Class	Jan 1 2010	Jul 1 2010	Jan 1 2011	Jul 1 2011
		1.5%	1.5%	1.5%	1.5%
Alarm Dispatcher *					
Probationer (1 st 6 months)	70	4527	4595	4664	4734
First Year (2 nd 6 months)	75	4850	4923	4997	5072
Second Year	80	5173	5251	5330	5410
Third Year	85	5497	5579	5663	5748
Fourth Year	90	5820	5907	5996	6086
Mechanic Fire Fighter					
Probationer (1 st 6 months)	70	4527	4595	4664	4734
First Year (2 nd 6 months)	75	4850	4923	4997	5072
Second Year	80	5173	5251	5330	5410
Third Year	90	5820	5907	5996	6086
Fourth Year	100	6467	6564	6662	6762
Fire Fighter **					
Probationer (1 st 6 months)	70	4527	4595	4664	4734
First Year (2 nd 6 months)	75	4850	4923	4997	5072
Second Year	80	5173	5251	5330	5410
Third Year	90	5820	5907	5996	6086
Fourth Year	100	6467	6564	6662	6762
Eleventh Year	102	6596	6695	6795	6897
Fifteenth Year (Qualified)	105	6790	6892	6995	7100
Senior Mechanic Fire Fighter (10 years or less)	122	7890	8008	8128	8250
	% of 11 th year				
Lieutenant	112	7387	7498	7610	7724
Lieutenant Inspector	112	7387	7498	7610	7724
Senior Mechanic Fire Fighter (11 years or more)	122	8048	8169	8292	8416
Captain	122	8048	8169	8292	8416
Captain Pre-Fire Planning/Public Education	122	8048	8169	8292	8416
Captain Inspector	122	8048	8169	8292	8416
Senior Captain (Battalion Chief Qualified)	127	8377	8503	8631	8760
Emergency Program Officer	127	8377	8503	8631	8760
Communications Officer	140	9235	9374	9515	9658
Battalion Chief	140	9235	9374	9515	9658
Assistant Chief	140	9235	9374	9515	9658

* Introduction of the 11th year Alarm Dispatcher rate (93%) is effective July 1, 2012

** Changes to the Firefighter 11th year rate (103%) and 15th year rate (106%) are effective July 1, 2012

- Daily rate is .06594 x monthly rate for Platooned Fire Fighters.
- Fire Fighter Inspector and Fire Inspector pay schedules same as first seven classifications above.
- Senior Captain classification and rate entitlement is subject to members' qualification to the rank of Battalion Chief in accordance with Appendix A.
- Communications Officer, Lieutenant Inspector, Captain Inspector, Captain Pre-Fire Planning/Public Education, Fire Fighter Training Officer, Fire Inspector and Fire Fighter Inspector. Daily rate is .0574954 x monthly rate.
- Mechanic Fire Fighter - rate calculated on basis of four days of ten hours each per week. Daily rate is .0574954 x monthly rate.
- Formula for bi-weekly pay: $\frac{\text{monthly rate} \times 12}{26.089}$

SCHEDULE B
SAANICH FIRE FIGHTERS' SENIORITY LIST
(Effective May 28, 2012)

1	RICKETTS	39	TOMLJENOVIC	77	HOFFMANN
2	BURY	40	CHARLTON	78	SCHADDELEE
3	ZSIDI	41	PACKFORD	79	RUFF
4	CLARKE	42	CARNELL	80	BRADFORD
5	STARK	43	MANHAS	81	GRACE
6	DONALDSON	44	LILLIS	82	EELY
7	GAME	45	SHUMKA	83	BARKER
8	IVERSON	46	BRICE	84	CRAWFORD
9	ASH	47	MCKENZIE	85	WELLS, R.
10	SOBKOWICZ	48	BEDDINGTON	86	KNOOP
11	LAW	49	SCHERER	87	MANN
12	KUBE	50	FRANKLYN	88	THIESSEN
13	PEEBLES	51	RIVERS	89	STAFFORD
14	CURTIS	52	MICKELSON	90	MCKAY
15	HEPPELL	53	ELAM	91	SHIELDS, C
16	LAWSON	54	LOYER	92	LETELIER
17	PATON	55	SIMPSON	93	MIGUEL
18	CAVE	56	HANLEY	94	BAILLIE
19	NORRIS	57	SWAN	95	HANFORD
20	GAW	58	FORD	96	FERGUSON
21	CRIGHTON	59	ADAM	97	WELLS, A.
22	CLEAVER	60	SIDHU	98	HAMILTON
23	SCHUTTINGA	61	TAYLOR, B	99	CATINUS
24	ELDER	62	MUSGRAVE	100	FARRALLY
25	SHELLENBERG	63	DUCKWORTH, K	101	HARPER
26	DEVLIN	64	STUBBINGS, T	102	JACKSON
27	HYDE	65	HENSON	103	RAINFORTH
28	LARSON	66	WAKELIN	104	STOBART
29	RANGEL	67	KERR, R	105	MEECHAN
30	PALA	68	BALL	106	DUPUIS
31	JONES, R.	69	RADLEY	108	ASHMEAD
32	ABBOTT	70	TREPELS	107	PILON
33	NIKETAS	71	KOLLMAR	109	HARRIS
34	WILLIAMS, M.	72	HORNE	110	DAINARD
35	BENEDICT	73	SAARI	111	PHILLIPS
36	WESTHAVER	74	HUBMAN	112	ANTHONY
37	KAYE	75	RUITENBEEK		
38	VISSCHER	76	McCONNELL		

LETTER OF UNDERSTANDING NO. 1

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND:

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 967
(hereinafter referred to as the "Union")

OF THE SECOND PART

Assistant Chiefs and Battalion Chiefs

WHEREAS the Employer recognizes the right of the Union to represent members of the Fire Department up to and including the rank of Assistant Chief and Battalion Chief;

AND WHEREAS the Union recognizes the desire of the Employer to augment senior management by the addition of confidential personnel;

AND WHEREAS both parties to this Letter of Understanding wish to recognize the legitimate aspirations of the Employer while maintaining the rights of the affected employees to be represented by the Union;

AND WHEREAS the purpose of this Letter is to settle a dispute between the parties;

THEREFORE WITNESSETH that in consideration of the mutual covenants contained herein, the parties agree as follows:

1. This Letter of Understanding shall constitute a part of the Collective Agreement between the parties and shall be attached to the Collective Agreement and any renewal thereof.
2. The classifications "Assistant Chief" and "Battalion Chief" will remain classifications within the bargaining unit for which the Saanich Fire Fighters Association is certified as bargaining agent.
3. With the exception of those matters enumerated in Section 4 below of this Letter of Understanding, any employee of the rank of Assistant Chief, Battalion Chief or equivalent will enjoy all rights and shall be subject to all obligations of a member of the bargaining unit, including, without limiting the generality of the foregoing, the right to grieve and the obligation to respect Union discipline with respect to strikes, lockouts, and picket lines.
4. In order to ensure that the object of this letter as set out in the recital herein is more easily attained, all employees of the rank of Assistant Chief, Battalion Chief or equivalent shall be exempt or restricted in their capacities as members of the Union as follows:
 - (a) They shall be excused from attendance at Union meetings, except for the purpose of participating in the election of officers, ratification of collective agreements and consideration of one's own grievance or assessments under the terms of the Collective Agreement.

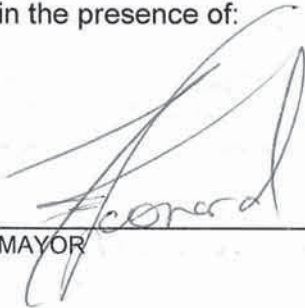
- (b) They shall be excluded from participation on Union committees and from holding Union office.
- (c) They shall not be subject to any penalty which may arise for non-involvement, or lack of involvement in internal Union business.
- (d) They shall not be subject to penalty, sanction, or discipline by the Union as a result of the confidential aspect of their employment.
- (e) They shall not be required to participate in job action, other than strikes, lockouts, and the recognition and maintenance of picket lines arising therefrom.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 20th day of August, 2012, in the Municipality of Saanich, Province of British Columbia.

FOR THE EMPLOYER:

SIGNED, SEALED AND DELIVERED
BY THE CORPORATION OF THE
DISTRICT OF SAANICH

in the presence of:



MAYOR



MUNICIPAL CLERK

FOR THE UNION:

SIGNED, SEALED AND DELIVERED
BY THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
LOCAL NO. 967,
in the presence of:



PRESIDENT



SECRETARY

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND:

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 967
(hereinafter referred to as the "Union")

OF THE SECOND PART

Training Positions in the Fire Prevention Division

The parties agree as follows:

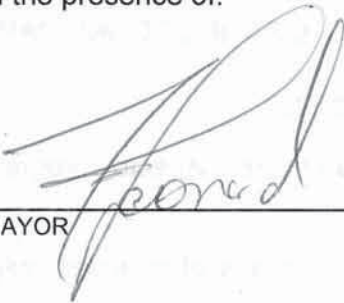
1. The Fire Chief, at his discretion may avail an opportunity for suppression members of the Saanich Fire Department to apply for a temporary training position within the Fire Prevention Division. All applicants who apply for this posting shall be a First (1st) Class Fire Fighter or above.
2. Applicants chosen for this position shall be known as Lieutenant-Inspectors; however, this temporary position shall not be construed as a rank. Individuals selected by the Fire Chief for this position shall be chosen in order of seniority and shall serve a six (6) month probation period.
3. All appointments shall be on a while so employed basis for a period not to exceed three (3) years.
4. The rate of pay for this position shall be equivalent to that of a Lieutenant.
5. All members of the Fire Prevention Division may be assigned by the Chief on a rotation basis to standby duty as required for the purpose of fire cause determination and investigation. In the event any member on standby is called out, the overtime provisions within the Collective Agreement shall apply.
6. All Lieutenant-Inspectors may be called upon to respond to an emergency during their regular hours of work. The request for their response shall be at the discretion of the Fire Chief, Deputy Fire Chief or any Suppression Officer. The use of Lieutenant-Inspectors shall be limited to major emergencies.
7. The Fire chief, in establishing a minimum crew within the Suppression Division, shall not include any Lieutenant-Inspectors during their regular working hours.
8. The Union will not at any time prohibit any members from applying for these positions.
9. The Fire Chief reserves the right to terminate this program at any time.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding, Training Positions in the Fire Prevention Division, to be executed this 20th day of August, 2012, in the Municipality of Saanich, Province of British Columbia.

FOR THE EMPLOYER:

SIGNED, SEALED AND DELIVERED
BY THE CORPORATION OF THE
DISTRICT OF SAANICH,

in the presence of:

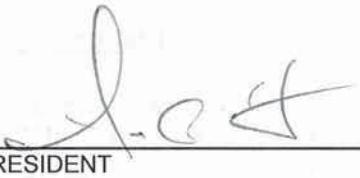



MAYOR

MUNICIPAL CLERK

FOR THE UNION:

SIGNED, SEALED AND DELIVERED
BY THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
LOCAL NO. 967,
in the presence of:



PRESIDENT

SECRETARY

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND:

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 967
(hereinafter referred to as the "Union")

OF THE SECOND PART

Justice Institute of B.C. Fire Academy Courses

1. The Fire Chief will post all relevant Fire Officer program and Fire Inspector program courses offered by the JIBC not less than once annually.
2. The Fire Chief will provide the union with a copy of all applications of members who apply for these courses.
3. The availability of these courses will be within the budgetary limitations of the fire department as determined by the Fire Chief.
4. The eligibility for members taking these courses will be based on an established length of service criteria as mutually agreed to by the Employer and Union. Selection of all candidates for these courses will be in order of seniority
5. The Training Officer shall inform the Union whenever an applicant has completed any Fire Academy Course.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding, Justice Institute of B.C. Fire Academy Courses, to be executed this 20th day of August, 2012, in the Municipality of Saanich, Province of British Columbia.

FOR THE EMPLOYER:
SIGNED, SEALED AND DELIVERED
BY THE CORPORATION OF THE
DISTRICT OF SAANICH,

in the presence of:



MAYOR



MUNICIPAL CLERK

FOR THE UNION:
SIGNED, SEALED AND DELIVERED
BY THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
LOCAL NO. 967,
in the presence of:



PRESIDENT



SECRETARY

LETTER OF UNDERSTANDING NO. 4

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND:

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 967
(hereinafter referred to as the "Union")

OF THE SECOND PART

Eligibility for Promotion - Fire Prevention

The following terms and conditions constitute an agreement between the parties for pool eligibility and promotion in the Fire Prevention Division:

1. The parties acknowledge and recognize the need to maintain a high degree of job specific knowledge, competency, technical expertise, and relative skill and ability specific to the daily operations of the Fire Prevention Division.
2. When a senior qualified member elects to transfer out of the Fire Prevention, Division to another position within the department, or declines a promotion to an officer position within the Fire Prevention Division, the member will at that point be removed from the promotional pool program and will be required to reapply should they wish to re-enter the respective promotional pool program.
3. Should vacancies occur, qualified members may elect to transfer from the Fire Prevention Division to another Division or Section of the department. Notwithstanding, for the purposes of Fire Prevention Division pool eligibility and promotion, the above sections of this letter of understanding apply.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 30th day of August, 2012, in the Municipality of Saanich, Province of British Columbia.

FOR THE EMPLOYER:

SIGNED, SEALED AND DELIVERED
BY THE CORPORATION OF THE
DISTRICT OF SAANICH,

in the presence of:



MAYOR



MUNICIPAL CLERK

FOR THE UNION:

SIGNED, SEALED AND DELIVERED
BY THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
LOCAL NO. 967,
in the presence of:



PRESIDENT



SECRETARY

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND:

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 967
(hereinafter referred to as the "Union")

OF THE SECOND PART

Selection of New Recruits

The parties agree as follows:

1. When the selection of new recruits is to be made, a table officer of the Union Executive will sit as a member of the candidate interview selection committee.
2. The member shall be appointed by the Union Executive.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 20th day of August, 2012, in the Municipality of Saanich, Province of British Columbia.

FOR THE EMPLOYER:

SIGNED, SEALED AND DELIVERED
BY THE CORPORATION OF THE
DISTRICT OF SAANICH,

in the presence of:



MAYOR

MUNICIPAL CLERK

FOR THE UNION:

SIGNED, SEALED AND DELIVERED
BY THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
LOCAL NO. 967,
in the presence of:



PRESIDENT

SECRETARY

LETTER OF UNDERSTANDING NO. 6

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND:

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 967
(hereinafter referred to as the "Union")

OF THE SECOND PART

Over Contributions to the Superannuation Plan

The parties agree as follows:

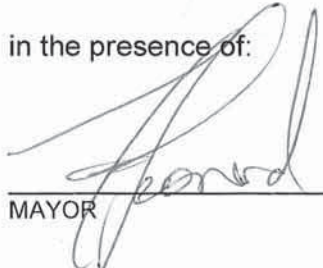
If the Employer receives a refund from the Pension Corporation of an over contribution by the employer in excess of the maximum allowed by the Canada Customs and Revenue Agency, the employer shall hold the refund in accordance with the following:

1. The employer shall hold in trust and invest all excess contributions on behalf of the employee.
2. The employer shall pay compounded interest on these funds based on the Municipality's average rate of return on invested funds.
3. All principal and interest held for each employee shall be paid to the employee on retirement.
4. The funds shall be paid in the form of a retiring allowance and added to all funds eligible for the Retirement Gratuity.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 20th day of August, 2012, in the Municipality of Saanich, Province of British Columbia.

FOR THE EMPLOYER:
SIGNED, SEALED AND DELIVERED
BY THE CORPORATION OF THE
DISTRICT OF SAANICH,

in the presence of:



MAYOR




MUNICIPAL CLERK

FOR THE UNION:
SIGNED, SEALED AND DELIVERED
BY THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
LOCAL NO. 967,
in the presence of:



PRESIDENT



SECRETARY

LETTER OF UNDERSTANDING NO. 7

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
(herein after referred to as the "Employer")

OF THE FIRST PART

AND:

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 967
(herein after referred to as the "Union")

OF THE SECOND PART

Employee Banked Time

The parties hereto agree as follows:

1. Accumulation of individual employee banked time in excess of 48 hours is undesirable and limits the Department's ability to allocate resources and personnel in the most efficient and effective manner possible.
2. For the purposes of this letter of understanding employee banked time shall be defined as follows:
 - Banked Overtime: time worked over and above member's regular hours of work. Calculation of banked overtime hours shall be as defined in Article 22 of this Agreement.
 - Banked Training Time: time spent on approved training or courses outside of member's regular hours of work. Calculation of banked training time hours shall be at straight time rates.
 - Banked Special Time: time spent attending meetings or conducting special project work outside of member's regular hours of work. Calculation of banked special time hours shall be at straight time rates.
3. Annual accumulation of employee banked time hours shall not exceed a combined overtime, training and special time total of 48 hours per member per annum.
4. Subject to the budgetary limitations of the Fire Department, as determined by the Fire Chief, members with employee banked time accumulations in excess of the annual 48-hour limit will be compensated for all hours over and above the 48-hour limit on or about February 1st of each year.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 20th day of August, 2012, in the Municipality of Saanich, Province of British Columbia.

FOR THE EMPLOYER:
SIGNED, SEALED AND DELIVERED
BY THE CORPORATION OF THE
DISTRICT OF SAANICH,


in the presence of:




MAYOR

MUNICIPAL CLERK

FOR THE UNION:
SIGNED, SEALED AND DELIVERED
BY THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
LOCAL NO. 967,
in the presence of:



PRESIDENT

SECRETARY

LETTER OF UNDERSTANDING NO. 8

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
(herein after referred to as the "Employer")

OF THE FIRST PART

AND:

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 967
(herein after referred to as the "Union")

OF THE SECOND PART

Emergency Program Officer and Communication Officer Positions

The parties agree to include the positions of Emergency Program Officer and Communication Officer within the bargaining unit classification subject to the terms and conditions identified herein:

1. The Employer and Union agree that these positions are specialized positions requiring considerable knowledge, skill and ability specific to the fields of Emergency Management and Communications.
2. Terms and conditions of Appendix A – Promotions will not be applicable to these positions.
3. Recruitment and hiring procedures for these positions shall be determined by the Employer. Competition postings for vacancy in these positions will be done so internally, however, the Employer reserves the right to post externally should the qualifications and/or knowledge, skill and ability of applicants not reflect the specialized requirements of these positions.
4. The successful applicant for the Emergency Program Officer position will be selected based on qualifications, knowledge, skill and ability applicable to the field of Emergency Management as illustrated in the job description. The successful applicant for the Communication Officer position will be selected based on qualifications, knowledge, skill and ability applicable to the field of Communications as illustrated in the job description.
5. Normal hours of work for these positions shall be 37.5 hours per week, Monday through Friday inclusive, 0800 hours through 1630 hours. To accommodate program initiatives and coordinate emergency preparedness activities, the Emergency Program Officer will be required to work occasional evenings and weekends by way of adjusting the normal hours of work or where approved working overtime.
6. Eligibility for overtime compensation for the Emergency Program Officer will commence after the member has exceeded 37.5 hours work within a calendar week. Overtime compensation for hours in excess of 37.5 per week will be at the rate of time and one half (1½ X).

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 20th day of August, 2012, in the Municipality of Saanich, Province of British Columbia.

FOR THE EMPLOYER:
SIGNED, SEALED AND DELIVERED
BY THE CORPORATION OF THE
DISTRICT OF SAANICH,

in the presence of:




MAYOR

MUNICIPAL CLERK

FOR THE UNION:
SIGNED, SEALED AND DELIVERED
BY THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
LOCAL NO. 967,
in the presence of:



PRESIDENT

SECRETARY

LETTER OF UNDERSTANDING NO. 9

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
(herein after referred to as the "Employer")

OF THE FIRST PART

AND:

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 967
(herein after referred to as the "Union")

OF THE SECOND PART

Suppression Lieutenant Salary

The parties hereto agree as follows:


1. Effective January 1, 2012, the Employer will implement a revised fire apparatus deployment and staffing model with the intent of improving its fire emergency response efficiency and effectiveness.
2. The revised fire apparatus deployment and staffing model will be in effect on a trial basis for a period not longer than two years.
3. Throughout the trial period the Suppression Lieutenant will be assigned to Fire Station No.1 and the Officer position on Engine 1.
4. Throughout the trial period only, the Employer agrees to increase the salary for the Suppression Lieutenant from 112% of the 11th year fire fighter rate of pay to 117% of the 11th year fire fighter rate of pay.
5. If at any time during the trial period the Suppression Lieutenant is reassigned to the Officer position on Rescue 1, the rate of pay for the duration of the assignment to Rescue 1 will revert back to 112% of the 11th year fire fighter rate of pay.
6. At completion of the trial period the Employer will evaluate the success of this initiative in relationship to improving its fire emergency response efficiency and effectiveness.
7. Should the Employer determine the trial to be a success, the revised apparatus deployment and staffing model and increased compensation of 117% of the 11th year fire fighter rate of pay for the Suppression Lieutenant will be confirmed.
8. Should the Employer determine the trial to be unsuccessful, the apparatus deployment and staffing model in place prior to this agreement will be reinstated and the Suppression Lieutenant will be returned to Rescue 1 and compensated at 112% of the 11th year fire fighter rate of pay.
9. The Employer reserves the right to adjust and/or modify its apparatus deployment and staffing model at any time.

10. The Employer reserves the right to terminate this letter of understanding at any time provided that the Union is given 30 days notice in writing.
11. Should the Employer determine the trial to be successful and implement the revised apparatus deployment on a permanent basis, the parties agree that the Suppression Lieutenant rate of 117% will be incorporated in the salary schedule provisions of the collective agreement at the earliest opportunity.
12. Should the Employer determine that the trial was not successful, this letter will become null and void.


IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 20th day of August, 2012, in the Municipality of Saanich, Province of British Columbia.

FOR THE EMPLOYER:
SIGNED, SEALED AND DELIVERED
BY THE CORPORATION OF THE
DISTRICT OF SAANICH,

in the presence of:

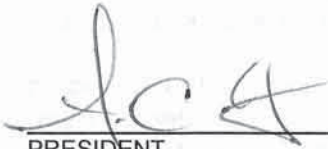


MAYOR




MUNICIPAL CLERK

FOR THE UNION:
SIGNED, SEALED AND DELIVERED
BY THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
LOCAL NO. 967,
in the presence of:



PRESIDENT



SECRETARY

APPENDIX A

PROMOTIONS

1. PROMOTIONAL POLICY

- (a) Any promotion in the Fire Department as defined in Appendix A shall be based upon seniority, together with efficiency, as determined by the Examining Board. The Employer shall provide annually to the Union a current Fire Fighters' seniority list showing the name of each employee, his date of commencement of employment and his seniority ranking.
- (b) Procedures and policies outlined herein are to govern promotions within the Saanich Fire Department above the rank of Probationer up to and including the rank of Assistant Chief and Battalion Chief, for both acting and permanent appointments.
- (c) Examinations for eligibility for promotions shall include:
 - (i) written test;
 - (ii) an oral test and interview;
 - (iii) an appraisal of overall performance in the department;
 - (iv) a physical examination (see No. 9 Qualifying Standards).

Oral test questions for Officer Pools shall be confined to those areas of knowledge deemed by the Fire Chief to be necessary to properly carry out the duties of the positions as defined in Appendix A. Material required for study by applicants in each Pool for oral examinations will be provided by the Training Officer. Failure to avail oneself of training opportunities does not constitute cause for special consideration.

2. EXAMINING BOARD

The Examining Board is to be made up of the Fire Chief, the Deputy Fire Chief, and the Director of Corporate Services, who shall act in consultation with the Training Officer.

Observers (2) from the Fire Fighters Union shall be permitted to attend oral test sessions and interviews should they so desire. However, deliberations of the Examining Board shall not be open to observers. Observers must not be applicants. Applicants who fail to qualify shall be confidentially informed of their examination results.

3. PROFESSIONAL STANDARDS

The professional standards for all fire officer positions identified in Appendix A shall be:

- Lieutenant -- NFPA Fire Officer I Certification
- Captain -- NFPA Fire Officer II Certification
- Assistant Chief / Battalion Chief -- NFPA Fire Officer III Certification

4. ELIGIBILITY OF APPLICANTS

- (a) Suppression Division

All Probationers are eligible to qualify as Fire Fighters. All Senior (First Class) Fire Fighters are eligible to qualify as Lieutenants. Lieutenants and Acting Lieutenants

are eligible to qualify as Captains, and Captains and Acting Captains are eligible to qualify as Battalion Chiefs.

The number of applicants accepted will remain as follows:

Battalion Chief Pool	12
Captain Pool	12
Lieutenant Pool	16

(b) Non-Suppression Divisions

(i) All senior members are eligible to qualify for positions within the Fire Prevention Division provided they meet the required prerequisites identified in Appendix A.

(ii) The number of applicants accepted in the Pools will be as stated in Appendix A, Definitions.

5. NOTICES AND POOL ELIGIBILITY

(a) Suppression Division

The Fire Chief must give written notification to the next most senior member who is eligible to qualify in the suppression pool process.

(b) Non-Suppression Divisions

The Fire Chief must post a written notice that identifies a vacancy in any of the non-suppression pools.

(c) Oral Examinations

Members who are eligible to qualify for the examination process shall be notified in writing a minimum of 90 days prior to the date of the examination.

6. APPLICATIONS

Those eligible and desiring to qualify in the pool process shall notify the Manager of Human Resources of their intention in writing no later than thirty (30) days after notification of eligibility. Any member in the suppression pool process who declines enrolment must notify the Manager of Human Resources in writing and further, that member will not be eligible to reapply for the pool for a 12-month period. Individual members are responsible to notify the Fire Chief and Manager of Human Resources of their intentions to re-enter the promotional pool process.

7. CONDUCTING EXAMINATIONS FOR OFFICER POOLS

The value of each oral test question shall be determined before examinations are held.

Results of Fire Academy examinations will be made available to the applicants by the Fire Academy. Oral examination results will be available to applicants within ten (10) days of the completion of the oral examining process.

All members enrolled in courses under the terms of this Appendix shall sign a release form under the Freedom of Information and Privacy Act to authorise the Fire Academy to

release pass or fail results and course status to the Fire Chief and the Secretary-Treasurer of the Union.

8. APPRAISAL

The appraisal of the performance of each candidate shall be carried out objectively through discussions and deliberations of the Examining Board, with all related written appraisals, files and other reports and material being fully considered. The appraisal shall be made in narrative form, and should a difference of opinion affect the production of a common appraisal, the opinion of the Fire Chief shall be given extra weighting.

9. QUALIFYING STANDARDS

<u>Rank</u>	<u>Written Test</u>	<u>Oral Test</u>	<u>Appraisal</u>	<u>Physical</u>
Fire Fighter	60%	60%	suitable for the position as determined by the Examining Board.	physically fit for duty including emergency conditions (Professional medical opinion).
Fire Inspector Fire Fighter Insp	pass Fire Academy courses as per Appendix A within allotted time frame.	60%	suitable for the position as determined by the Examining Board.	physically fit for duty including emergency conditions (Professional medical opinion).
Lieutenant Supp Lieutenant Insp	pass Fire Academy and other compulsory courses as per Appendix A within allotted time frame.	60%	suitable for the position as determined by the Examining Board.	physically fit for duty including emergency conditions (Professional medical opinion).
Captain Supp Captain Insp	pass Fire Academy and other compulsory courses as per Appendix A within allotted time frame.	65%	suitable for the position as determined by the Examining Board.	physically fit for duty including emergency conditions (Professional medical opinion).
Assistant Chief - Prevention Battalion Chief - Suppression	pass Fire Academy and other compulsory courses as per Appendix A within allotted time frame.	65%	suitable for the position as determined by the Examining Board.	physically fit for duty including emergency conditions (Professional medical opinion).

NOTE: In order to accommodate members with disability, the Employer recognizes that the positions of Fire Inspector, Fire Fighter Inspector, Lieutenant Inspector, Captain Inspector and Assistant Chief Fire Prevention may not require the need for the members to be physically fit for emergency conditions.

Appraisal

Vacancies in Lieutenant ranks will be filled with qualified Fire Fighter applicants in order of seniority. ("Qualified" means qualified under No. 9 of Appendix A, Promotions)

Vacancies in Captain, Assistant Chief and Battalion Chief ranks will be filled with qualified applicants in order of seniority, provided they meet all job requirements. It is recognized that the ranks of Captain, Assistant Chief and Battalion Chief demand a greater level of managerial ability.

Appointments to the ranks of Lieutenant, Captain, Assistant Chief and Battalion Chief are subject to a probationary period of six (6) months. Failure to meet the minimum requirements of the rank, as ascertained by the Fire Chief, will result in:

- (a) an extension of the probationary period; or
- (b) a return to the rank held immediately prior to the promotion.

Hereafter, those members declared qualified under the existing promotional policy but not immediately promoted because of insufficient number of vacancies in higher levels in the Department will be considered to remain qualified indefinitely, subject to attendance annually at a review course from one (1) to five (5) days in length as determined by the Fire Chief.

Members who for bona fide reasons, not including the taking of annual vacations or statutory holiday leave, are unable to attend the review course, may be required to satisfy the Fire Chief of their continuing qualifications in some other reasonable manner, but in no case shall a member miss the review course in two (2) consecutive years.

The Fire Chief shall make every reasonable effort to schedule the review course prior to the scheduling of annual vacations and statutory holiday leave. In the event that the date of the review course is not known prior to the selection of annual vacation and statutory holiday leave in a given year, the Fire Chief will ensure, as required, that the member's vacation or statutory holiday leave is re-scheduled elsewhere in that year.

"Physically fit" means, in the opinion of the medical doctor, able to carry out efficiently all the duties and responsibilities of the position without endangering self, the public, or fellow fire fighters because of physical condition. It is agreed that failure to pass a standard physical examination as used by Canadian insurance companies would be construed as failure to pass the medical examination in this section.

10. APPEALS

Unsuccessful applicants may appeal to the Examining Board for a review. The decision of the Board is final. Such applications must be made within seven (7) days of notification of results, unless circumstances prevent such action, in which case an extra time allowance may be made by the Board.

11. FAILURE TO PASS ORAL EXAM

Candidates failing to become qualified may be re-examined by the Board within thirty (30) days of notification of results. Failure a second time will result in a ban against re-applying for a period of twelve (12) months from the date of the member's original notification of results. Applicants becoming qualified through re-examination within thirty (30) days of the original testing, will be regarded the same as those qualifying on the first attempt, so far as appointment is concerned. In cases of failure to qualify, the length of time on the qualified list shall override overall length of service with the Department.

12. ACTING POSITIONS / VACANCIES

If a vacancy occurs requiring a position to be filled by an unqualified applicant due to the applicant not having enough time to complete the compulsory requirements as set out in Appendix A, it is agreed and understood that the unqualified applicant shall fill the position in an Acting capacity until all compulsory courses are completed within the required time. Upon successful completion of the necessary certification within the required time, the Acting Officer will be deemed to have been confirmed in the position from the date of the original appointment. Acting Officers who fail to pass all compulsory requirements within the required time shall have recourse to the re-examination process under Section 11.

NOTE: Letter of Understanding No. 4 clarifies the conditions which must be met when a member becomes eligible to fill more than one position within a six month time period.

13. PROGRESS REVIEW

- (a) Fire Suppression Pool members shall complete required courses as per Appendix A.
- (b) Fire Prevention Pool members shall complete at least one (1) block or lesson every four (4) months. Every candidate enrolled in a compulsory course shall advise the Training Officer of his course progress every four (4) months.

NOTE: The Training Officer shall consult with the Fire Chief in the event of non-compliance and the Fire Chief may, for bona fide reasons, extend the required time period. Failure to complete the compulsory block or lesson within the required time period will result in the member returning to the rank or position held immediately prior to the promotion and/or the member's name shall be removed from the pool.

14. GENERAL

It is agreed that this promotional policy shall become a part of the Collective Agreement between the Corporation of the District of Saanich and Local 967, International Association of Fire Fighters.

In the event any qualifying course is terminated, both the Union and Employer will mutually agree on an alternate course.

Members not completing required promotional pool courses in the required time as identified by course criteria will be responsible for re-registration costs for the said course.

DEFINITIONS

Prerequisite:

the minimum requirement that must be met prior to becoming eligible to apply for a promotion pool process.

Compulsory:

the education and training material that must be completed in a given period of time while in a particular position, rank, or pool.

Optional:

the desirable educational and training opportunities that are available to be taken when the compulsory requirements have been met.

Lieutenant Pool: Suppression Division

shall consist of members who are qualified for promotion to the rank of Lieutenant.

Captain Pool: Suppression Division

shall consist of members who are qualified for promotion to the rank of Captain.

Battalion Chief Pool: Suppression Division

shall consist of members who are qualified for promotion to the rank of Assistant Chief.

Fire Prevention Division Pool:

shall consist of six (6) members who are qualified for promotion in the Fire Prevention Division.

PROMOTIONAL POOL PROGRAMS

SUPPRESSION DIVISION

Lieutenant, Suppression Division

Prerequisites:

1. Meet or exceed prerequisites and compulsory requirements of 1st Class Fire Fighter

Compulsory:

1. NFPA Fire Officer Level I Certification
2. Pass oral exam on Policies and Procedures, Rules and Regulations, Standard Operating Guidelines of Saanich Fire Department

Optional:

1. Fire Academy courses as per Letter of Understanding No. 3

*See **Note** at end of Promotional Pool Programs

Captain, Suppression Division

Prerequisites:

1. Meet or exceed prerequisites and compulsory requirements of Lieutenant

Compulsory:

1. NFPA Fire Officer Level II Certification
2. Pass oral exam on Policies and Procedures, Rules and Regulations, Standard Operating Guidelines of Saanich Fire Department

Optional:

1. Fire Academy courses as per Letter of Understanding No. 3

*See **Note** at end of Promotional Pool Programs

Battalion Chief, Suppression Division

Prerequisites:

1. Meet or exceed prerequisites and compulsory requirements of Captain

Compulsory:

1. NFPA Fire Officer Level III Certification
2. Pass oral exam on Policies and Procedures, Rules and Regulations, Standard Operating Guidelines of Saanich Fire Department

Optional:

1. Fire Academy courses as per Letter of Understanding No. 3
2. Diploma in Public Sector Administration
3. Certificate in Business Administration

*See **Note** at end of Promotional Pool Programs

FIRE PREVENTION DIVISION

Lieutenant Inspector, Fire Prevention Division

Prerequisites:

1. Meet or exceed prerequisites and compulsory requirements of 1st Class Fire Fighter

Compulsory:

1. NFPA Fire Officer Level I Certification
2. BC Fire Code 1 course, JIBC
3. BC Building Code 1 course, JIBC
4. Fire and Life Safety Educator 1 course, JIBC
5. Fire Cause & Origin Levels I & II, BC Fire Commissioner's Office (as available)
6. Pass oral exam on Policies and Procedures, Rules and Regulations, Standard Operating Guidelines of Saanich Fire Department

*See **Note** at end of Promotional Pool Programs

Captain Inspector, Fire Prevention Division

Prerequisites:

1. Meet or exceed prerequisites and compulsory requirements of Lieutenant Inspector, Fire Prevention

Compulsory:

1. NFPA Fire Officer Level II Certification
2. NFPA Fire Inspector Level 1 Certification
3. NFPA Plan Examiner course
4. Fire Cause & Origin Level III, BC Fire Commissioner's Office (as available)
5. EOC Operations course Level 2
6. Pass oral exam on Policies and Procedures, Rules and Regulations, Standard Operating Guidelines of Saanich Fire Department

*See **Note** at end of Promotional Pool Programs

Assistant Chief, Fire Prevention Division

Prerequisites:

1. Meet or exceed prerequisites and compulsory requirements of Captain Inspector, Fire Prevention

Compulsory:

1. NFPA Fire Officer Level III Certification
2. NFPA Fire Inspector Level 2 Certification
3. Pass oral exam on Policies and Procedures, Rules and Regulations, Standard Operating Guidelines of Saanich Fire Department

*See **Note** at end of Promotional Pool Programs

Note: Promotional Pool Programs – Suppression and Fire Prevention Divisions

1. Members shall meet all requirements of Appendix A, Section 9, qualifying standards. The oral examination shall be based on the Policies and Procedures, Rules and Regulations, and Standard Operating Guidelines of the Saanich Fire Department.
2. Upon members being deemed to be pool eligible they will be subject to Progress Review. Each pool candidate will be required to successfully complete a minimum of two (2) courses per twelve (12) month period.
3. Members who, for bona fide reasons as determined by the Fire Chief, are unable to complete the compulsory Fire Officer courses within the required time frame may be granted an extension to this period, but in no case will the extension be for a period exceeding twelve (12) months.
4. Classroom courses will be scheduled at a location and time determined by the Fire Academy. Although these blocks are required for certification, the time frames required for completion may vary subject to course availability.

APPENDIX B

COMMUNICATIONS CENTRE

Upon completion of two (2) years service, Fire Fighting personnel will be assigned to the Communications Centre for training purposes for a period of one (1) month. Upon satisfactory completion of this training period, Fire Fighters may be assigned to the Communications Centre for relief purposes including but not limited to, excessive emergency call load, annual vacation, illness, training, scheduled time off and breaks.

The hours of work for Fire Fighting personnel assigned to the Communications Centre will be the same as the specific platoons to which they are assigned.

In instances when the Communications Centre is to be staffed by Fire Fighting personnel, alarm dispatching duties shall be assigned to the junior qualified member on shift. The Assistant Chief and Battalion Chief may have the above-mentioned Fire Fighters relieved from the Communications Centre for drill purposes and replace them with a suitable substitute.

APPENDIX C

DEATH AND DISABILITY SUPPLEMENT

If a member of the Fire Department is killed or totally disabled as a result of the performance of his duties, including work, then the following shall apply:

1. If a member is killed, the widow/widower shall be paid the full pay such member would have been paid under this Agreement had he not been killed, such payment to continue until such time as the widow/widower remarries or until the date that the deceased member would have been entitled to full and compulsory pension retirement had he not been killed, whichever date shall first occur; provided that:
 - (a) If a deceased member's widow or widower should die while being entitled to the benefits described in Section 1 above, and if there are children of the marriage under the age of nineteen (19) years, then the estate of the deceased member would retain the benefits described in Section 1 above and administer that benefit in a fair and equitable manner pursuant to the terms of any will of the deceased member or in accordance with the direction of the Court of competent jurisdiction until such time as the youngest child of the deceased member reaches the age of nineteen (19) years; and that
 - (b) any Workers' Compensation, Canada Pension or Employer Pension or any pension or annuity not personally contracted for by the deceased or his widow/widower or family or Criminal Injuries Compensation Award that is paid or awarded by reason of the member's death shall, upon being paid or awarded, be paid or assigned to the Employer by the widow/widower, or such other equivalent arrangements as may be mutually agreed upon by the parties; and that,
 - (c) at the date upon which the member would have been compulsorily retired had he not been killed, his widow/widower, providing she has not remarried, shall receive an amount equal to the pension, administered by the Commissioner of Municipal Superannuation, which she would have been entitled to had the member died subsequent to his retirement.

- (d) Notwithstanding the foregoing provisions, a cash settlement in lieu of the foregoing may be agreed upon by the widow/widower and the Employer.
2. If a member is totally disabled and can no longer be employed he shall be paid his full pay under the terms of this Agreement as if his employment had not been terminated until such time as the member would be entitled to full and compulsory retirement; provided that:
- (a) any Workers' Compensation Pension, Canada Pension or other pension or annuity or Municipal Superannuation Pension or Employer sickness and accident plan payments not personally contracted for by the member or his family or any Criminal Injuries Compensation Award shall be paid, assigned or delivered to the Employer by the member, or such other equivalent arrangements as may be mutually agreed upon by the parties; and that,
 - (b) if a member recovers, is gainfully employed or receives remuneration therefrom which is less than he would be entitled to receive under this Agreement, such amount together with any monies derived from Section 2(a) above shall be paid, assigned or delivered to the Employer by the member, or such other equivalent arrangement which may be mutually agreed upon by the parties hereto; and that,
 - (c) if the member recovers, is gainfully employed and receives remuneration from said employment which is in excess of that which he would be entitled to be paid under the terms of this Agreement, the responsibility of the Employer under this Section shall cease and determine.
 - (d) The amount of pay referred to in Subsection 2(b) above and the amount of full pay referred to in Sections 1 and 2 of this Appendix C shall be determined by the parties to this Agreement, and in making this determination, the gross pay of the member involved shall be reduced by the normal deductions for Canada Pension Plan, Income Tax, according to the member's exemptions, or, in the case of a deceased member, according to his widow/widower's exemptions, and such other deductions as the parties may determine.

Saanich Fire Department APPENDIX 'D' – Uniform Issue

ISSUE	2009						2010						2011						2012						2013											
	Adisp	FF	Mech	Cpt/Lt	Insp	A/C B/C	Adisp	FF	Mech	Cpt/Lt	Insp	A/C B/C	Adisp	FF	Mech	Cpt/Lt	Insp	A/C B/C	Adisp	FF	Mech	Cpt/Lt	Insp	A/C B/C	Adisp	FF	Mech	Cpt/Lt	Insp	A/C B/C						
Uniforms to ALL members (2 ea)	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Uniforms to FF, Cpt/Lt (2 ea), Insp (3 ea)	2	2	4	2	3		2	2	4	2	3		2	2	4	2	3		2	2	4	2	3		2	2	4	2	3		2	2	4	2	3	
Uniforms to ALL members (2 ea) (except A/Cs & B/Cs)	2	2	4	2	2		2	2	4	2	2		2	2	4	2	2		2	2	4	2	2		2	2	4	2	2		2	2	4	2	2	
Uniforms to ALL members								1	1	1	1	1									1	1	1	1	1											
Uniforms to A/Disp							1												1																	
Uniforms to ALL members (*)								1	1	1	1	1									1	1	1	1	1											
Uniforms Suppression only (24 Sr FFs = 44 FFs *)																					24		1		1			44								
Uniforms Suppression only (rotation *)																					24		1		1			44								
Uniforms Dayshift positions (Shift NOTE below)									1		1																1		1							
Uniforms Dayshift positions (Shift NOTE below)									1		1																1		1							
Uniforms Dayshift positions & A/Disp, (Shift NOTE below)	1		1		1														1		1		1													
Uniforms to ALL members (2 ea) (*)		2	2	2	2	2								2	2	2	2	2								2	2	2	2	2						
Uniforms to ALL members													1	1	1	1	1	1																		
Uniforms to ALL members (1 ea) to A/Cs, B/Cs (4 ea)						4						4						4													4					
Uniforms to ALL members (FF, Mech) to A/Cs, B/Cs, Cpt/Lts, Insp, A/Disp	1			1	1	1																					1	1								
Uniforms to ALL members & A/Disp (1 year to A/Cs, B/Cs (2 ea) rotation)	1			1	1	2						2						2									1	1			2					
Uniforms to ALL members & A/Disp	1	1	1	1	1	1																														
Uniforms to ALL members & A/Disp to A/Cs, B/Cs, & Insp	1	1	1	1	1	1					1	1					1	1					1	1					1	1						
Uniforms to A/Cs, B/Cs												1												1												
Year of Service									1												1						4									
Position, Training, Mechanical, Comms Officer, PrePlan																																				

