

2012 – 2019

COLLECTIVE AGREEMENT

between the

CITY OF PITT MEADOWS

and the

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 4810

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COLLECTIVE AGREEMENT

BETWEEN THE:

CITY OF PITT MEADOWS
(hereinafter called the "Employer")

PARTY OF THE FIRST PART;

AND THE:

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 4810
(hereinafter called the "Union")

PARTY OF THE SECOND PART.

PREAMBLE

The City of Pitt Meadows is an Employer within the meaning of the Labour Relations Code;

The Union is certified by the Labour Relations Board to represent fire protection personnel employed by the Employer except the Fire Chief, Deputy Fire Chief(s), Assistant Fire Chiefs, Paid On-Call Firefighters or clerical staff, and those excluded by the Labour Relations Code;

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

1. **TERM OF AGREEMENT**

This Agreement shall be for the term of eight (8) years, with effect from and including 2012 January 01 to and including 2019 December 31, and shall continue and remain in full force and effect from year to year thereafter unless either party, within four (4) months immediately preceding the date of expiry of this Agreement, or the 31st day of December in any subsequent year, gives to the other party written notice to commence collective bargaining.

In the event neither party gives to the other party written notice to commence collective bargaining ninety (90) days before the expiry of this Collective Agreement, notice shall be deemed to have been served by both parties on that date.

Should either party give written notice to commence collective bargaining, this Agreement shall continue in full force and effect, and neither party shall alter the terms of this Agreement until:

- (a) a strike or lockout has commenced; or
- (b) a new Collective Agreement has been negotiated;

whichever occurs first.

The operation of Sub-Sections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from, and shall not be applicable to this Agreement.

2. COVERAGE

This Agreement shall apply to all employees of the Pitt Meadows Fire and Rescue Services except the Fire Chief, Deputy Chief(s), Assistant Fire Chief(s), paid on call firefighters or clerical staff. Specifically, this Agreement shall apply to all employees who occupy the classes listed under Schedule "A" of this Agreement and amendments thereto by agreement of the parties hereto or in accordance with the Labour Relations Code.

3. UNION SECURITY

- (a) All present employees who are now members of the Union shall remain members of the Union. All new employees shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All employees who become members of the Union shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.
- (b) The Employer agrees to deduct from the pay of each employee covered by this Agreement an amount equal to the regular monthly Union dues and any initiation fees or general, bargaining unit-wide, assessment(s) as determined by the Union; provided that each employee has, upon joining the Union, signed a form supplied by the Union authorizing the said deduction. The Employer shall remit the dues deducted to the Union once each month with a statement of the names of employees and the amount of each deduction.

4. RATES OF PAY

Rates of pay shall be as per Schedule "A" attached to and forming part of this Agreement. Where the Employer creates a new classification during the term of the Collective Agreement, the rate of pay shall be discussed with the Union. Where the Union disagrees with the value assigned to the classification by the Employer, the Union shall have the right to grieve such value relative to other classifications within this Collective Agreement under the grievance procedure in this Collective Agreement.

5. ACTING PAY

Any employee covered by this Agreement who is required by the Fire Chief (or designate) to accept the responsibilities and carry out the duties of a rank higher to that which the employee normally holds shall be paid at the rate for the higher rank while so acting.

6. TEMPORARY OUT-OF-SCOPE ASSIGNMENT

Where an employee is temporarily assigned to a position outside the scope of this Collective Agreement, the employee shall be paid at the lowest salary step of the senior position which provides a minimum increase of ten percent (10%) over the employee's regular rate of pay, provided however, that the rate shall not exceed the top salary step of the senior position.

An employee who is temporarily assigned to an out-of-scope position shall continue to accrue seniority for up to twelve (12) months; thereafter the employee shall maintain but not accrue seniority until the employee returns to their regular duties.

7. PROBATIONARY/TRIAL PERIOD

(a) Probationary Period

- (i) Every new employee shall be considered to be on probation until the completion of twelve (12) months' service satisfactory to the Fire Chief. Where an employee is absent for an accumulated total of fifteen (15) or more working days during the probation period, the Employer may extend the probationary period by the total number of days the employee was absent.
- (ii) During the period of probation the employee's suitability for continued employment shall be assessed on the basis of factors such as:
 - (1) conduct,
 - (2) quality and quantity of work,
 - (3) ability to work harmoniously with others, and
 - (4) ability to meet work standards as set by the Employer.

If at any time during this period it can be shown that the employee is unsuitable for continued employment, his or her employment may be terminated.

- (iii) Following completion of the probation period, seniority, holiday benefits, and other perquisites referable to length of service shall date back to the commencement of the probation period.

(b) Trial Period

On promotion or transfer of an employee to a new position, that employee shall serve a six (6) month trial period in the new position before being confirmed in the appointment. If the appointment is not confirmed, that employee shall revert to the previous position held or to a position of equal value for which the Employer deems the employee to be qualified. Where an employee is absent for an accumulated total of fifteen (15) or more working days during the trial period, the Employer may extend the trial period by the total number of days the employee was absent. In the event an employee, during the first three (3) months of their trial period, requests, they may be returned to their former position.

8. SENIORITY

- (a) Seniority shall be defined as the length of full-time employment as an employee in the City of Pitt Meadows Fire and Rescue Services and employees shall acquire seniority retroactive to the date of employment, upon completion of the Probationary Period as outlined in Article 7. Employees shall have no seniority rights during the Probationary Period.
- (b) In cases where two or more employees are engaged on the same date, the order of seniority shall be determined by the Fire Chief based on the employee's previous service with Pitt Meadows Fire and Rescue Services. In the case of multiple employees being hired on the same day and having the same prior service with the Fire and Rescue Services, seniority will be determined by the employee's rating during the selection process, giving the employee with the highest rating the higher seniority.

9. PROMOTIONS

In making promotions, the skill, knowledge, ability and capacity for leadership of the applicants shall be the primary consideration, and where such factors are equal, seniority as a full-time employee in the City of Pitt Meadows Fire and Rescue Services shall be the determining factor.

10. POSTINGS

Any new or vacant full-time position that the Employer intends to fill, shall be posted for seven (7) calendar days. The posting shall include relevant details, as determined by the Employer, regarding the position including required qualifications, duties and anticipated hours of work.

11. HOURS OF WORK

11.01 Hours of Work

Hours of work shall be forty (40) hours per week. Employees will normally work Monday to Friday from 0830 to 1630 with a thirty (30) minute paid lunch break and a fifteen (15) minute rest period in the first and second half of each shift. In the event of a requirement to temporarily modify an employees' work schedule they shall be provided ten (10) days' notice of the temporary modification unless there is mutual agreement between the Employer and the employee to a notice period of less than ten (10) days.

11.02 Extra Shifts

Where an employee agrees to work or is required by the Employer to work a shift(s) or portion thereof, in excess of the employee's scheduled work week, the employee will receive pay at the rate of one and one-half (1½) times the employee's regular hourly rate for such excess hours worked, with a minimum of three (3) hours at the rate of one and one-half (1½) times the employee's regular rate of pay.

11.03 Overtime

An employee who is required to work overtime of fifteen (15) minutes or more in excess of and immediately preceding or following the completion of the employee's regular duty shift shall be paid at one and one-half (1½) times the regular hourly rate of the employee for the first two hours, and two (2) times the regular hourly rate of the employee for all overtime hours worked beyond two hours, with a minimum payment of one (1) hour, such calculation to include the fifteen (15) minute trigger period.

11.04 Emergency Callouts

Except as provided in Articles 11.02 and 11.03, an employee reporting for work at the call of the Employer in response to an emergency alarm, shall be paid at the rate of two (2) times the employee's regular rate of pay for all hours worked in response to the call, with a minimum of three (3) hours at the rate of two (2) times the employee's regular rate of pay. For purposes of calculation, the employee shall be paid for the travel time from home to the duty station but not from the duty station to home, up to a maximum of one-half (½) hour. The three (3) hour minimum includes the paid travel time.

Notwithstanding the above paragraph, where an employee is called out under this Article 11.04 on a Statutory Holiday as defined in Article 14 the employee shall be compensated at three (3) times their regular rate of pay. The balance of the above paragraph shall apply unchanged.

11.05 Application of Articles 11.02, 11.03 and 11.04

- (a) An employee who is on duty and who agrees to work immediately following the completion of their regular shift shall be compensated in accordance with Article 11.02 (Extra Shifts) above.
- (b) An employee who is on duty and who is required to work immediately following the completion of their regular shift shall be compensated in accordance with Article 11.03 (Overtime) above.
- (c) An employee who is not on duty and who agrees to work or is required to work in excess of their scheduled work week, shall be compensated in accordance with Article 11.02 (Extra Shifts) above.
- (d) An employee who is not on duty and who is required by the Employer to report for duty immediately, shall be compensated in accordance with Article 11.04 (Emergency Callouts) above.

12. BENEFITS

12.01 Medical Services Plan of B.C.

Each full-time employee who is eligible for enrolment in the Medical Services Plan of B.C. shall be entitled to coverage under the plan effective the first day of the calendar month following the date of employment.

12.02 Extended Health Benefits Plan

Each full-time employee who is eligible for enrolment in the Extended Health Benefits Plan shall be enrolled under the plan commencing on the first day of the calendar month following the date of employment. The Extended Health Benefits Plan coverage is subject to the provisions of the Plan.

The Extended Health Care Plan has a lifetime maximum of one million dollars (\$1,000,000.00) per person, an annual deductible of one hundred dollars (\$100.00), and includes, among other benefits, coverage for vision care with a maximum payable of four hundred and fifty dollars (\$450.00) (including coverage for laser eye surgery), per person in a twenty-four (24) month period, eye exams payable at one hundred dollars (\$100) per person in a twenty-four (24) month period, hearing aids at four hundred dollars (\$400) per person in a twenty-four (24) month period, diabetic equipment and supplies, orthopedic shoes, and ostomy. The plan also includes total coverage of up to seven hundred and fifty dollars (\$750) per person per calendar year for Massage and Physiotherapy combined; seven hundred and fifty dollars (\$750) per person per calendar year for chiropractic and naturopathy combined and three hundred and fifty dollars (\$350) per person per calendar year for acupuncture.

12.03 Dental Plan

Each full-time employee who is eligible for enrolment in the Dental Plan shall be enrolled under the plan commencing on the first day of the calendar month following the date of employment. Dental plan coverage is subject to the provisions of the Plan.

The Dental Plan includes coverage for eligible expenses as follows, all subject to the provisions of the Plan:

- (a) Basic Dental Services (Plan 'A') - The Plan will pay for one hundred percent (100%) of the approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan 'B') - The Plan will pay for sixty percent (60%) of the approved schedule of fees.
- (c) Orthodontics (Plan 'C') - The Plan will pay for sixty percent (60%) of the approved schedule of fees to a lifetime maximum of four thousand dollars (\$4,000.00) per eligible person covered.

12.04 Group Life Insurance

Each full-time employee who is eligible for enrolment in the Group Life Insurance Plan shall be enrolled under the plan effective the first day of the calendar month following the date of employment. The Group Life Insurance benefit shall have a coverage level of two times (2X) the employee's annual salary, rounded to the next highest thousand dollars (\$1,000) and is subject to the provisions of the Plan.

12.05 Long Term Disability

Each full-time employee who is eligible for enrolment in the Long Term Disability Plan shall be enrolled under the Plan in accordance with the rules of the Plan.

12.06 Participation

Employees are not required to participate in the Benefits Plans in Articles 12.01 to 12.03 if the employee is already covered by a similar plan, provided the employee advises the Benefits Coordinator in writing of such coverage. Subsequent enrolment of the employee or dependent(s) in a Benefit Plan is subject to the provisions of the specific Benefit Plan. Enrolment in the Benefit Plans in Articles 12.04 and 12.05 is mandatory for all employees.

12.07 Premiums

The Employer will pay one hundred percent (100%) of the premiums for the Medical, Extended Health, Dental, and Group Life plans in Article 12.01 – 12.04 above. The employees will pay one hundred percent (100%) of the premiums for the Long Term Disability Plan in Article 12.05 above.

12.08 Accumulated Sick Leave

- (a)
 - (1) An employee shall earn sick leave credits on the basis of twelve (12) hours per calendar month effective from the completion of their Probationary Period to a maximum accumulation of two thousand and eighty (2,080) hours. Where Sick Leave credits are earned for less than a full calendar month, the credit shall be prorated.
 - (2) A deduction shall be made from an employee's accumulated sick leave credits for all time absent on authorized paid sick leave.
 - (3) An employee shall receive their regular hourly rate of pay for all hours absent on authorized sick leave for as long as the employee has unused sick leave credits.
 - (4) An employee who is unable to report to work due to illness shall notify their supervisor prior to the beginning of each shift.
 - (5) Employees shall not earn sick leave credits while absent on any unpaid leave of absence. Sick leave credits earned by an employee who is absent on Sick Leave shall not be credited to the employee unless the employee returns to work for at least forty (40) consecutive working hours.
- (b) Any person requesting sick leave with pay under 12.08(a) or sick leave without pay may be required to produce a certificate from a duly qualified physician licensed to practice in the Province of British Columbia certifying that such person is unable to carry out their assigned duties due to illness. The Employer may require the employee to have a Functional Abilities Assessment completed by the employee's physician who is licensed to practice in the Province of British Columbia. Where a Medical Assessment Form is

required, or where the Employer requires the employee to attend an independent medical examination, the cost will be paid for by the Employer.

(c) Sick Leave Recovery

An employee who has received paid sick leave for injuries caused by a third party shall be obliged in the event such employee undertakes an action or makes a claim for recovery of damages against the third party, to seek recovery of the cost of continuation of wages and benefits, and shall be obliged to reimburse the Employer to the extent the employee succeeds in recovering lost wages and benefits less the proportionate cost of legal fees. The Employer shall reimburse the sick leave bank the amount of money paid out of sick leave on the employee's behalf in proportion to the total amount of money recovered. Without limiting the foregoing, this provision includes actions or claims made to ICBC.

12.09 Pension

Effective the date of hire, employees shall be covered by the provisions of the Municipal Pension Plan in accordance with the Municipal Pension Plan Rules.

12.10 Workers' Compensation

- (a) Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and is entitled to compensation therefor under the Workers' Compensation Act, the employee shall not be entitled to use sick leave for time lost by reason of any such disability.
- (b) An employee, whose claim for WorkSafeBC temporary disability benefits is accepted by the WorkSafeBC, shall assign the employee's WorkSafeBC cheque to the Employer and the Employer shall pay the employee's approximate net salary.
- (c)
 - (i) During a period of delay while WorkSafeBC is processing a claim for WorkSafeBC temporary disability benefits, the Employer will advance "regular salary" to the employee, provided the employee is eligible for benefits under the Accumulated Sick Leave Plan. "Regular salary" is defined as an amount approximately equivalent to the net pay that an employee would have received for the absence if the absence had been treated as sick leave under the Accumulated Sick Leave Plan or the Long Term Disability Plan, whichever would have been applicable during the absence. Where the employee has no accumulated sick leave credits or where the Long Term Disability Plan does not accept the sick leave claim, the employee shall be entitled to an advance as described above, provided the employee has sufficient annual vacation or other banked credits to repay the advance.
 - (ii) Following a decision by WorkSafeBC to accept or disallow an employee's claim, the employee shall be entitled retroactively, subject to meeting the eligibility requirements under the appropriate plan(s), to pay in accordance with the provisions that are applicable during the delay period. Such pay combined with

any payments from WorkSafeBC shall be used to repay, to the extent necessary, the advance paid under paragraph (c)(i) above.

- (d) Where an employee becomes entitled to Workers' Compensation and payment is not made for the first day or part day, such day or part day shall be paid by the Employer.

13. ANNUAL VACATION

Paid annual vacations for all employees covered by this Agreement shall be allowed as follows.

- (a) employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act;
- (b) in the first part calendar year of service, vacation will be granted on the basis of $\frac{1}{12}$ th (one-twelfth) of fifteen (15) calendar days for each month or portion of a month greater than $\frac{1}{2}$ (one-half) worked by 31 December;
- (c) during the second (2nd) calendar year of service – fifteen (15) calendar days;
- (d) during the third (3rd) up to and including the tenth (10th) calendar year of service – twenty-two (22) calendar days;
- (e) during the eleventh (11th) up to and including the twenty-third (23rd) calendar year of service except during the twenty-first (21st) calendar year of service – twenty-nine (29) calendar days;
- (f) during the twenty-first (21st) calendar year of service – thirty-six (36) calendar days;
- (g) during the twenty-fourth (24th) and all subsequent years of service – thirty-six (36) calendar days.

13.01 General

- (a) Employees who leave employment after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth ($\frac{1}{12}$) of their vacation entitlement for that year for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked to the date of termination.
- (b) The Employer may provide pay in lieu of vacation for employees in their first part calendar year of employment.
- (c) In all cases of termination of employment for any reason other than retirement on the Municipal Pension Plan, adjustment will be made for any overpayment of vacation.
- (d) Employees who retire on the Municipal Pension Plan shall be entitled to vacation as follows:

- (i) If retiring prior to April 1st, they shall receive ½ of their usual annual vacation;
- (ii) If retiring on or after April 1st, they shall be entitled to their usual annual vacation.
- (e) Employees who are absent on unpaid leave of absence shall have their annual vacation pay prorated on the basis of the total time absent.
- (f) For the purposes of this Agreement "calendar year" means the twelve-month period from January 01 to December 31 inclusive.
- (g) All annual vacation requests will be scheduled subject to operational requirements and approval of the Fire Chief or designate.
- (h) Vacation accrual is to be taken in time off on an annual basis. A maximum of two (2) weeks' vacation entitlement in any one year may be carried forward to the following year. Any vacation entitlement carried forward under this provision will not be allowed to be carried beyond one (1) year and may be scheduled for the employee or paid in cash at the Fire Chief's discretion.
- (i) Vacation Pay Adjustment

At the end of each calendar year, each employee shall be entitled to a vacation pay adjustment equal to the difference between the dollars of vacation pay they received during the year and a percentage of their earnings during the year. The percentage shall be equal to the number of calendar days of vacation divided by three hundred and sixty-five point two-five days (365.25). For the purpose of this adjustment earnings shall exclude annual vacation, bonus payments, refunds and allowance payments.

14. STATUTORY HOLIDAYS

- (a) All employees are entitled to the following Statutory Holidays subject to the provisions of this Article:

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

and any other day declared by City Council or by the Federal or Provincial Governments to be a Statutory Holiday.

- (b) (1) Employees engaged in a type of work required to be performed continuously and on every day, including Statutory Holidays, throughout the year shall receive in each calendar year time off equivalent to eight (8) hours for each of the Statutory Holidays listed in paragraph (a) except as provided for under paragraph (b)(2).

- (2) Every employee covered by paragraph (b)(1) shall receive, during the first part calendar year of employment and during the final part calendar year of employment, time off equivalent to eight (8) hours for each of the Statutory Holidays listed in paragraph (a) which occur during the employee's period of employment in such part calendar year.
- (c) Requests for time off in lieu of Statutory Holidays shall be submitted to the Fire Chief for approval. The Employer may pay employees cash in lieu of all or part of their first year's Statutory Holiday entitlement.
- (d) Any employee covered by paragraph (b) who is required work on any of the Statutory Holidays listed in paragraph (a) shall, in addition to the entitlement set forth in paragraph (b), be paid at the rate of one and one-half (1½) times the regular hourly rate of the employee for all hours worked between the hours of 00:00 hours and 24:00 hours on such Statutory Holiday. The one and one-half (1½) times rate is comprised of the employee's regular straight time hourly rate plus an additional fifty percent (50%) premium.
- (e) (1) All employees not covered by paragraph (b) shall receive an eight (8) hour day off with pay for each of the Statutory Holidays listed in paragraph (a). Where a Statutory Holiday falls on or is designated by the Employer to be observed on a non-working day for the employee, the employee shall be granted a day off with pay in lieu of such Statutory Holiday.
- (2) Where an employee covered by paragraph (e)(1) is required to work on a Statutory Holiday, the employee shall be paid at the rate of one and one-half (1½) times the regular hourly rate of the employee for all hours worked on such Statutory Holiday and the employee shall be granted another day off in lieu of such Statutory holiday. The one and one-half (1½) times rate is comprised of the employee's regular straight-time hourly rate plus an additional fifty percent (50%) premium.

15. LEAVES

15.01 Bereavement Leave

- (a) An employee will be granted Bereavement Leave of up to forty (40) hours without loss of pay in the event of the death of their spouse, child, parent, sister, brother, grandparent-in-law, parent-in-law, sister-in-law, brother-in-law, step-parent, or grandparent.
- (b) Requests for leave under this Article shall be submitted to the Fire Chief.
- (c) An employee who qualifies for Bereavement Leave without loss of pay as referred to herein may be granted such leave when on annual vacation if approved by the Fire Chief. An employee who is absent on sick leave with or without pay or who is absent on WorkSafeBC, shall not be entitled to such Bereavement Leave without loss of pay.

- (d) Upon application to, and upon receiving the permission of the Fire Chief, an employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered herein.

15.02 Maternity and Parental Leave

(a) Length of Leave

(1) Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

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

(2) Birth Father and Adoptive Parent

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

(3) Extensions - Special Circumstances

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

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

In no case shall the combined maternity and parental leave exceed fifty-two (52) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice to the Human Resources Division, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In case of adoption of a child, the employee shall provide as much notice as possible.)

- (3) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date he or she intends to return to work.
- (4) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (5) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave shall be deemed to have started on the date the employee gave birth.

(c) Return to Work

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

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified the Human Resources Division of his or her intention to return to work pursuant to paragraph (b)(4) and who subsequently suffers any illness or disability which prevents him or her from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which he or she would otherwise have returned to work.

(e) Benefits

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

(f) Supplementary Employment Insurance Benefits

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (1) for the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
 - (2) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

15.03 Union Leave

- (a) All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operations of the Employer.
- (b) Upon application to, and upon receiving the permission of the Fire Chief, or designate, in each specific case, up to two (2) official representatives of the Union may be granted

time off without loss of pay for meeting with the Employer for the purpose of settling a grievance as outlined elsewhere in this Agreement.

- (c) Upon application to, and upon receiving the permission of the Fire Chief in each specific case, up to two (2) official representatives of the Union may be granted leave of absence without loss of pay for the purpose of collective bargaining with the Employer.

15.04 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly. An employee will continue to accumulate seniority for up to one month during the leave of absence unless otherwise agreed to by both the Employer and the Union.

15.05 Court Duty

- (a) If an employee is required to attend Court for reasons arising out of the normal performance of the employee's duties, time for the attendance that falls outside the employee's regular hours of work will be paid in accordance with Article 11. The Employer will also cover all reasonable expenses (supported by receipts) incurred by the employee to attend Court. Any monies received by the employee from the Court for attendance shall be turned over to the Employer.
- (b) Based on the circumstances of the matter, the employee may be assisted by the Employer's legal counsel.

15.06 Jury and Witness Leave

- (a) An employee who is called for Jury Duty in a Court proceeding or is subpoenaed as a Crown witness shall be given time off work during the period of such duty. The employee shall suffer no loss of regular pay for the time so spent and any remuneration received by the employee during their regularly scheduled work hours for such duty shall be remitted to the Employer.
- (b) Any costs related to the Court appearance (such as transportation, parking and meals) shall remain the responsibility of the employee. Employees are not required to remit to the Employer, allowances they receive from the Court for travelling, meals or related expenses.
- (c) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

16. LAYOFF AND RECALL

(a) Layoffs

In the event of a layoff, the Employer shall designate the position(s) to be eliminated and the incumbent employee(s) shall be laid off unless the employee is qualified (has

the skill, knowledge and ability) to perform the work of another position and has greater seniority than the incumbent of such position as follows:

- (1) the employee may bump laterally (at the same pay level) into the position occupied by the employee with the least seniority;
- (2) the employee may bump downward (at a lower pay level) into the position occupied by the employee with the least seniority.

Where the employee is unable to bump, or elects not to bump, the employee shall be laid off. An employee who is bumped by another employee shall have the same rights to bump under this Article.

(b) Advance Notice of Layoff

Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall notify employees, who have acquired seniority rights, and who are to be laid off, at least fourteen (14) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work during the fourteen (14) calendar days referred to above, the employee shall be paid for those days for which work was not made available.

(c) Recall

Employees shall be recalled to positions for which they are qualified (as defined above), in the order of their bargaining unit-wide seniority.

No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows:

The Employer shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order providing they are qualified to perform the available work and providing they respond within the stipulated time limits. Each employee on layoff will be responsible for keeping the Employer advised of a current address and telephone number where the employee can be contacted for Recall. If the Employer is unable to contact the employee by telephone, notice of Recall shall be delivered by couriered letter to the employee's last address in which case the employee shall have 72 hours from the time of delivery of the notice of Recall to respond. The 72 hour time period shall not include time on weekends or Statutory Holidays. An employee shall report to work at the time specified by the Employer except where the employee is unable to report to work due to circumstances beyond the employee's control.

An employee who fails to respond to a notice of Recall shall drop to the bottom of the Recall list.

An offer of employment to replace another employee who is absent shall not be considered a Recall and may be declined by a laid off employee without penalty.

(d) Seniority

Laid off employees shall maintain but not accumulate seniority and shall not be entitled to or earn any benefits while on layoff. An employee recalled within twelve (12) months shall be credited with their previous service for determining seniority and length of service for perquisites. An employee shall lose seniority and right of recall if continuously laid off for a period of more than twelve (12) consecutive months.

17. TERMINATION OF EMPLOYMENT

Employees shall give the Employer a minimum two (2) weeks' written notice of resignation, except by mutual consent.

18. PERSONNEL FILES

- (a) Upon reasonable notice, an employee may review their personnel file maintained by the Employer.
- (b) Upon reasonable notice, the Union may review the personnel file of an employee of the Bargaining Unit provided that the reasonable notice includes written authorization from the employee to the Employer granting the Union permission to access their personnel file.

19. GRIEVANCE PROCEDURE

During the term of this Agreement, any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, shall be finally and conclusively settled without stoppage of work in the following manner.

(a) Grievance Procedure

Meeting with Immediate Non-Bargaining Unit Supervisor

An employee with a complaint shall first raise it with their immediate non-bargaining unit supervisor within fourteen (14) calendar days of the date the employee became aware of or ought to have become aware of the incident giving rise to the complaint. The supervisor shall meet and discuss the complaint with the employee and provide a response within fourteen (14) calendar days of the date the employee raised the matter. The purpose of the meeting is to review the circumstances giving rise to the incident and to determine whether the complaint can be satisfactorily resolved without using the formal grievance procedure.

If the employee is not satisfied with the supervisor's response, the Union may choose to advance the complaint to Step 1 of the formal grievance procedure. It is the employee's responsibility to discuss the matter with a representative of the Union in a timely manner.

Step 1

The Union may submit the grievance in writing to the Fire Chief or designate within ten (10) calendar days of being made aware of the supervisor's response in paragraph (a). The Fire Chief shall provide a written response within ten (10) calendar days of receipt of the grievance.

Step 2

If the matter is not resolved in Step 1, the Union may pursue the grievance by referring the matter to the Chief Administrative Officer or designate within fourteen (14) calendar days of receipt of the Fire Chief's response. The Chief Administrative Officer or designate shall meet with the Union and provide a written response within fourteen (14) calendar days from the date the matter was referred to the Chief Administrative Officer or designate.

Step 3

If the matter is not resolved in Step 2, either party may refer the dispute to Arbitration within fourteen (14) calendar days of receipt of the written response in Step 2.

- (b) Policy Grievance - where a dispute involving a question of general application or interpretation occurs, it shall be submitted at Step 1 of this Article.

Suspension or Dismissal – where a dispute involving the suspension or dismissal of an employee occurs, it shall be submitted at Step 1 of this Article within fourteen (14) calendar days of the date the employee received written notice of such suspension or dismissal.

- (c) Arbitration

The parties shall use a single Arbitrator, unless either party wants a three (3) member Arbitration Board which shall consist of one (1) nominee appointed by each party and a Chairperson mutually selected by the two nominees.

Where the parties agree to use a single Arbitrator, the Arbitrator shall be mutually agreed to and appointed within fourteen (14) calendar days of the date the matter was referred to Arbitration. If the parties fail to mutually agree to the single Arbitrator within the fourteen (14) calendar day period, the appointment shall be made by the Director, Collective Agreement Arbitration Bureau upon the written request of either party.

Where the matter is to be referred to a three member Board of Arbitration, the party referring the matter to Arbitration shall advise the other party in writing of the name and address of its nominee on the Arbitration Board within fourteen (14) calendar days of the date the matter was referred to Arbitration. Within fourteen (14) calendar days thereafter, the other party shall respond in writing indicating the name and address of its appointee to the Arbitration Board. The two nominees shall select a third person who shall be the Chairperson.

If the party receiving the notice fails to appoint its nominee to the Board of Arbitration, or if the two nominees to the Board of Arbitration fail to agree on a Chairperson within fourteen (14) days of their appointment, the appointment of a Chairperson shall be made by the Director, Collective Agreement Arbitration Bureau upon the written request of either party.

Each party shall bear the fees and expenses of its nominee to an Arbitration Board and each party shall bear equally the fees and expenses of the Chairperson or the single Arbitrator.

The decision of the single Arbitrator or the majority decision of the Arbitration Board shall be final and binding on both parties.

- (d) The time limits stipulated in both the grievance and arbitration procedures may be extended by mutual consent of the parties.
- (e) The Employer shall have the same rights as the Union to file and process a grievance.

20. HUMAN RIGHTS

The Employer and Union agree that any form of discrimination under the prohibited grounds of the B.C. Human Rights Code shall not be tolerated in the workplace.

21. UNIFORMS

- (a) The Employer shall provide employees with the following::
 - (i) at date of hire and replace annually: 5 station uniform shirts with an option of short or long sleeve, 2 pairs of station pants, 1 pair of station boots, 2 t-shirts and 1 job shirt;
 - (ii) at date of hire and replaced on an as needed basis: 1 three season Station Jacket (style to be determined by Employer and Union to meet current needs and available options), 1 belt/buckle, 1 dress tunic, 1 dress pants, 1 dress light blue shirt, 2 ties, 1 dress uniform cap and badge and uniform dress shoes.
- (b) The Employer shall provide for cleaning of uniform items employees are required to wear at work.

22. JOINT LABOUR-MANAGEMENT COMMITTEE

- (a) A Joint Labour-Management Committee shall be established comprised of not more than two (2) representatives appointed by the Employer and not more than two (2) representatives to be appointed by the Union. The purpose of the Committee will be to meet and discuss miscellaneous matters related to employment as requested by either party. Employees shall suffer no loss of pay for attending Committee meetings. Meetings shall occur on a bi-monthly basis unless otherwise agreed to by the parties.

Minutes of each bi-meeting shall be distributed to each committee member as soon as possible following each meeting.

- (b) The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement; however, the members of the Committee may make recommendations to their respective principals regarding matters discussed by the Committee. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer.

23. BULLETIN BOARDS

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

24. INDEMNIFICATION

Employees of the City of Pitt Meadows Fire Department are covered by the terms of the Indemnification Bylaw #2574 as amended from time to time.

DATED at Pitt Meadows, British Columbia, this 2 day of OCTOBER , 2015.

CITY OF PITT MEADOWS:

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 4810:

“John Becker”

“Scott Kyle”

MAYOR

“Kelly Kenney”

“Mike Larsson”

MUNICIPAL CLERK

SCHEDULE "A"RATES OF PAY

THE CITY OF PITT MEADOWS
AND
LOCAL 4810 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

Effective 2012 January 01 – 2019 December 31

Key: A = Effective 2012 January 01 – December 31 E = Effective 2016 January 01 – December 31
 B = Effective 2013 January 01 – December 31 F = Effective 2017 January 01 – December 31
 C = Effective 2014 January 01 – December 31 G = Effective 2018 January 01 – December 31
 D = Effective 2015 January 01 – December 31 H = Effective 2019 January 01 – December 31

Class Title	Index	Effective Date	Monthly	Bi-Weekly	Hourly
Fire Safety Technician					
1 st 6 months	70%	A	4852	2231.75	27.90
		B	4974	2287.86	28.60
		C	5098	2344.90	29.31
		D	5226	2403.77	30.05
		E	5356	2463.57	30.79
		F	5490	2525.20	31.57
		G	5627	2588.22	32.35
		H	5768	2653.07	33.16
2 nd 6 months	75%	A	5199	2391.35	29.89
		B	5329	2451.15	30.64
		C	5462	2512.32	31.40
		D	5599	2575.34	32.19
		E	5739	2639.73	33.00
		F	5882	2705.51	33.82
		G	6029	2773.12	34.66
		H	6180	2842.58	35.53
2 nd year	80%	A	5546	2550.96	31.89
		B	5684	2614.44	32.68
		C	5826	2679.75	33.50
		D	5972	2746.90	34.34
		E	6122	2815.90	35.20
		F	6274	2885.81	36.07
		G	6431	2958.03	36.98
		H	6592	3032.08	37.90

SCHEDULE "A" (cont'd)

Key: A = Effective 2012 January 01 – December 31
 B = Effective 2013 January 01 – December 31
 C = Effective 2014 January 01 – December 31
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Class Title	Index	Effective			
		Date	Monthly	Bi-Weekly	Hourly
3 rd year	90%	A	6239	2869.72	35.87
		B	6395	2941.47	36.77
		C	6555	3015.06	37.69
		D	6719	3090.50	38.63
		E	6887	3167.77	39.60
		F	7059	3246.89	40.59
		G	7235	3327.84	41.60
		H	7416	3411.09	42.64
4 th year	100%	A	6932	3188.47	39.86
		B	7105	3268.04	40.85
		C	7283	3349.92	41.87
		D	7465	3433.63	42.92
		E	7652	3519.64	44.00
		F	7843	3607.50	45.09
		G	8039	3697.65	46.22
		H	8240	3790.10	47.38
10 th year (on completion of the employee's 10 th year of service)	102%	A	7071	3252.41	40.66
		B	7247	3333.36	41.67
		C	7429	3417.07	42.71
		D	7614	3502.17	43.78
		E	7805	3590.02	44.88
		F	8000	3679.71	46.00
		G	8200	3771.70	47.15
		H	8405	3866.00	48.33
Captain *	122%	A	8627	3968.11	49.60
		B	8841	4066.54	50.83
		C	9063	4168.65	52.11
		D	9289	4272.61	53.41
		E	9522	4379.78	54.75
		F	9760	4489.25	56.12
		G	10004	4601.48	57.52
		H	10254	4716.47	58.96

* These positions use the 10th year Fire Safety Technician rate as a base. The remainder are based on the 4th year Fire Safety Technician rate.