

COLLECTIVE AGREEMENT

Between
City of Mission
and
Mission Professional Fire Fighters' Association
Local 4768 of the International Association of Fire Fighters

January 1, 2020 to December 31, 2023



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THIS AGREEMENT made and entered into

BETWEEN **CITY OF MISSION**
(hereinafter called the "Employer")

AND **MISSION PROFESSIONAL FIRE FIGHTERS' ASSOCIATION,
LOCAL 4768 OF THE INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS**
(hereinafter called the "Union")

WHEREAS the City of Mission is an Employer within the meaning of the Labour Relations Code;

AND WHEREAS the Union is the duly certified bargaining authority for those employees of the City of Mission, British Columbia employed as Fire Department personnel excepting the Fire Chief, Assistant Fire Chiefs, clerical administrative staff, and paid-on-call members of fire fighting personnel;

AND WHEREAS this Agreement constitutes the wages and working conditions for the employees in respect of whom the Union is so certified;

NOW, THEREFORE, the Parties hereto agree as follows:

Article 1. Preamble

2014-2019 The purpose of this Agreement is to secure for the Employer, the Union and the employees of the Employer covered by this Agreement the full benefit of orderly and legal collective bargaining and to ensure to the fullest extent possible, the safety and physical welfare of the employees, economy of operation and protection of property. It is recognized by this Agreement to be the duty of the Employer and the Union and the employees to cooperate fully, individually and collectively, for the advancement of said conditions.

The Employer and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Employer agrees, in the exercise of the functions of management, that the provisions of this Agreement will be carried out.

The terms and conditions of this Agreement shall apply to all employees of the Department as specifically provided for in the certificate of bargaining authority granted to the Union, and as varied from time to time by mutual agreement through collective bargaining.

Article 2. Definitions

2.1 Definitions

2020-2023 (a) "Employee" shall mean a person who is an "Employee" as defined in the Labour Relations Code of British Columbia, and shall include:

- (i) Probationary Employee - One who is a new employee filling a regular position and is serving a probationary period.

- (ii) Regular Employee – one who has successfully completed probation and is employed in a regular position.
- (iii) Temporary Employee - one who is hired to augment the staff, and is employed for a determined or determinable period of time, task, or project not to exceed six (6) calendar months **or one temporary hire, unless mutually agreed upon with the Union.**
- (b) “Day” shall mean a 24-hour period of time commencing at midnight.
- (c) “Duty Shift” **shall mean a regularly scheduled ten (10) hour day shift or fourteen (14) hour night shift period.**
- (d) “Block” shall mean a regularly scheduled period of work consisting of **two (2) consecutive 10-hour day shifts commencing at 0800, immediately followed by two consecutive 14-hour night shifts commencing at 18:00.**
- (e) “Platoon” shall mean one of four groups of blocks, either A, B, C, or D.
- (f) “Day Shift” shall mean a regularly scheduled period of work from 0800-1800.
- (g) “Night Shift” shall mean a regularly scheduled period of work from 1800-0800.
- (h) “Scheduled Work Week” consists of a Block and subsequent 96 hours off.

Article 3. Term of Agreement

3.1 Term of Agreement

2020-2023 This Agreement shall be for a period from and including January 1, **2020** to and including December 31, **2023**, and from year to year thereafter, subject to the right of either Party to the Agreement at any time within four (4) months immediately preceding the date of expiry of this Agreement, to require the other Party to the Agreement 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 Agreement, notice shall be deemed to have been served by **either party** on that date.

3.2 Continuation

Should either Party give written notice, as provided in Article 3.1, this Agreement shall continue in full force and effect, and neither Party shall make any changes or alter the terms of this Agreement until:

- (a) The Union has commenced lawful strike in accordance with the provisions of Part 5 of the Labour Relations Code of British Columbia, or;
- (b) The Employer has commenced a lawful lockout in accordance with the provision of Part 5 of the Labour Relations Code of British Columbia, or;
- (c) The Parties shall have concluded a renewal or revision of this Agreement or have entered into a new Collective Agreement;

whichever is the earliest.

3.3 Exclusion of Labour Relations Code

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.

Article 4. Management Rights

2020-2023 The Employer has the sole and exclusive right to manage its operations and staff, except as expressly limited by this Agreement. **The Employer agrees to not exercise its discretion unreasonably, in bad faith, arbitrarily, or discriminatorily.**

Article 5. Recognition

2020-2023 The Employer recognizes the Union, as the sole and exclusive collective bargaining agency for all fire department personnel save and except:

- (a) Fire Chief;
- (b) Assistant/**Deputy** Fire Chief(s);
- (c) Paid-On-Call Firefighters;
- (d) **Administrative support staff.**

Article 6. Union Security

6.1 Union Membership

2020-2023 All new employees shall **immediately** become members of the Union **upon commencing 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.

6.2 Union Dues

2020-2023 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 general, bargaining unit-wide assessment(s), as determined by the Union.

6.3 Union Deductions

The Employer shall remit the dues deducted to the Union biweekly with a statement of the names of employees and the amount of each deduction.

Article 7. Labour Management Relations

2014-2019 7.1 Representation

- (a) No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the name of its Officers. Similarly, the Employer will, if requested, supply the

Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

- (b) The Employer agrees that Union representatives shall not be hindered or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that the Employer employs each Union representative and that the Union representative will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Union representative shall leave their work without obtaining the permission of the **Employer**.
- (c) The Union shall have the right at any time to have the assistance of representatives of the International Association of Fire Fighters when meeting with the Employer.

7.2 Joint Bargaining Committee

2020-2023 A Bargaining Committee shall be comprised of up to four (4) members of the Employer, as appointees of the Employer, and up to four (4) **individuals appointed by** the Union. The Union will advise the Employer of the Union nominees to the committee.

7.3 Joint Labour Management Committee

A Labour Management Committee shall be established for the purpose of developing and maintaining an effective channel of communication between the Employer and the Union.

The Labour Management Committee shall be comprised of up to three (3) members of the Employer, as appointees of the Employer, and up to three (3) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the committee.

Meeting shall occur on a monthly basis unless otherwise agreed to by the Parties.

7.4 Joint Occupational Health and Safety Committee

A Joint Occupational Health and Safety Committee shall be established in accordance with the *Workers' Compensation Act and Regulations*.

7.5 Grievance Committee

2020-2023 A Grievance Committee shall be comprised of up to three (3) members of the Employer, as appointees of the Employer, and up to three (3) **individuals appointed by** the Union. The Union will advise the Employer of the Union nominees to the committee.

2014-2019 7.6 Time Off For Meeting

Any representative of the Union on any of the following committees, or such other committees as the Employer may establish or as may be established by mutual agreement, from time to time who is in the employ of the Employer, shall have the privilege of attending committee meetings held within working hours without loss of remuneration, and after giving reasonable notice to the Employer, nor shall they receive compensation for attending on off duty hours.

- (a) Joint Bargaining Committee
- (b) Joint Labour Management Committee
- (c) Joint Occupational Health and Safety Committee

(d) Grievance Committee

7.7 Meeting of Committee

In the event either Party wishes to call a meeting of a committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fourteen (14) calendar days after the request has been given.

Article 8. Grievance Procedure and Arbitration

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.

8.1 Grievance Procedure

Meeting with Assistant Fire Chief

An employee with a complaint shall first raise it with the appropriate Assistant Fire Chief within ten (10) calendar days of being made aware of the incident giving rise to the complaint. The Assistant Fire Chief shall meet and discuss the complaint with the employee and provide a verbal response within ten (10) 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 matter is not resolved with the Assistant Fire Chief'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 fourteen (14) calendar days of being made aware of the Assistant Fire Chief's response in the preceding paragraph. 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 grievance to the Grievance Committee within ten (10) calendar days of receipt of the Fire Chief's response. **The Grievance Committee will hear the matter within 14 calendar days.** The **Employer members of the** Grievance Committee shall provide a written response to the Union within ten (10) calendar days from the date the matter was heard by the Grievance Committee. Failing settlement in Step 2, Step 3 may be invoked.

Step 3

If the matter is not resolved in Step 2, either Party may refer the dispute to arbitration within ten (10) calendar days of receipt of the written response in Step 2. **Grievances not settled, abandoned, withdrawn, put in abeyance or advanced to arbitration are deemed to be abandoned.**

8.2 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, it shall be submitted at Step 1 of this Article.

8.3 Suspension or Dismissal

Where a dispute involving the suspension or dismissal of an employee occurs, it shall be submitted at Step 2 of this Article within seven (7) calendar days of the date the employee received written notice of such suspension or dismissal.

8.4 Arbitration

A Board of Arbitration shall consist of three (3) persons, one to be chosen by each Party, the third, who shall be Chairman, to be selected by the two (2) so appointed. The representatives of the Parties concerned must meet within fourteen (14) calendar days of appointment and are allowed a further five (5) calendar days to agree upon a Chairman. If they fail to agree upon a Chairman, either Party may apply to the Director of the Collective Agreement Arbitration Bureau to appoint a Chairman. The decision of the Board shall be final and binding on both Parties.

The Parties may upon mutual agreement agree to a single arbitrator to hear all grievances.

As an alternative the Parties upon mutual agreement may refer a grievance to Expedited Arbitration in accordance with the process outlined in Section 104 of the Labour Relations Code of British Columbia.

The arbitrator(s) shall not alter, amend or change the terms and/or conditions of the Collective Agreement.

Each Party shall bear their own expenses and that of their respective appointees and pay half the expense of the arbitration chair or single arbitrator.

8.5 Time Limits

The time limits stipulated in both the grievance and arbitration procedures may be extended by mutual consent of the Parties.

8.6 Employer Rights

The Employer shall have the same rights as the Union to file and process a grievance.

8.7 Union Representation

2020-2023

An employee shall be advised of **their** right to have a Union representative with **them** during or prior to any investigation which may lead to disciplinary action taken against that employee or any other action that will form part of the employee's disciplinary record.

Further, **with at least 24 hours' notice**, the Union shall be notified **by the Employer** of any investigation(s) taking place **or prior to any** disciplinary action to be taken against an employee in the bargaining unit. **Upon providing notice, the Employer will provide the Union with the general particulars that gave rise to the pending investigation. The Union** shall be given a copy of any written notification of disciplinary action that will form part of an employee's disciplinary record.

Where the employee elects not to have a Union representative present, or where a Union representative is not available, the absence of a Union representative shall not affect the Employer's right to impose discipline and shall not be used in and of itself as a reason to request an Arbitrator to amend or overturn the discipline. **Employees refusing Union representation must sign a waiver declining representation.**

8.8 Optional Grievance Investigation Procedure

- 2020-2023
- (a) Recognizing that there are times and circumstances in which it may be advantageous to seek third-party assistance in the resolution of grievances, and in an attempt to find a way in which to bring about such resolutions without incurring the costs and delays associated with formal arbitration proceedings, the Parties have agreed to provide for an optional grievance investigation procedure. The process is intended to complement the grievance and arbitration procedures otherwise provided for in this Agreement. It is NOT intended to replace those other procedures.
- (b) When a difference arises between the Parties in relation to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, the Parties will appoint an investigator agreed to by the Parties to:
- (i) investigate the difference
 - (ii) define the issue in the difference; and
 - (iii) make written recommendations to resolve the difference within thirty (30) days of the date of the receipt of the request; and for those thirty (30) days from that date, time does not run in respect of the grievance procedure.
- (c) Investigator's Expenses
Each Party shall pay one-half (1/2) of the cost incurred in relation to the reasonable remuneration, travelling and out of pocket expenses of the investigator.
- (d) Selection of Investigators
The Parties will mutually agree on who the investigator will be for an investigation.
- (e) Option Choice and Timing
Either Party may choose to implement the investigation procedure, provided that all steps of the grievance procedure, prior to reference to arbitration, have been exhausted without a resolution of the difference. The Party wishing to use the investigation procedure shall notify the other Party of the decision within **ten (10) calendar** days of the receipt of the reply at the third step of the grievance procedure. Such notification must be in writing. The Party receiving the notification may refuse to accept the investigation procedure, in which case the provisions of Article 8 (dealing with arbitration) are then applicable and the time limit contained in that article begins to run from the date of the refusal decision being delivered in writing. No reasons for the refusal need be given.
- (f) Option for Binding Recommendations
While the grievance investigation process is intended to yield only non-binding recommendations, the Parties may agree that the recommendations will

represent a binding award, in the manner of an arbitration award. Any award made in accordance with this article, shall have no precedential value. Such agreement must be made in advance of the appointment of the investigator.

Article 9. Hours of Work and Overtime

2014-2019 **9.1 Regular Hours of Work**

2020-2023 (a) The regular hours of work for employees shall consist of an average of not more than forty-two (42) hours per week. Shifts shall be two (2) ten (10) hour day shifts, followed by two (2) fourteen (14) hour night shifts, followed by four (4) consecutive days off. The work schedule shall be balanced on a 56 calendar day cycle from a common date in time. Shift start times shall be 08:00 and 18:00 hours.

(b) **Hours of work for employees whose primary responsibilities do not include fire suppression shall be seventy (70) hours over a two-week period comprised of either eight (8) seven and three quarter (7-3/4) hour days and one (1) eight (8) hour day or four (4) eight and three-quarter (8-3/4) hour days per week, with regular hours scheduled no earlier than 7:00 am and no later than 9:00 pm.**

The incumbents shall be flexible in their hours of work to accommodate pre-scheduled weekend or after-hours assignments, and will be required to respond to work schedule changes on short notice, as may be applicable to the particular posting.

2014-2019 **9.2 Courses, Meetings and Training**

2020-2023 (a) Employees who are required to attend conventions, department meetings, or matters on behalf of the Employer on regular days off will be provided the equivalent of straight time off by means of days in lieu. The employee will receive a minimum of four (4) hours. Such time may be accumulated and taken at a time mutually agreed to by employee and the Employer.

For non-suppression employees who are required to attend Fire Prevention special events, such as courses and public training, the days on/off or hours of work may be varied by mutual agreement of the Employee and the Employer. The Employer shall endeavour to provide a minimum of forty-eight (48) hours' notice as per Article 9.7 - Notice of Shift change.

(b) **It is agreed that whenever possible, considering the bona fide operational needs of the department and where it does not result in a considerable financial impact to the Employer, the Employer will book mandatory training dates in two (2) separate training sessions, when Platoons share a common day off. Platoons A and D shall train on one date, with B and C platoons sharing the other.**

(c) The rate of pay for an employee, who is required by the Employer to attend courses, training **and Critical Incident Stress Debriefing** outside of their scheduled shift, shall be paid at one and one half (1½) times for all hours in attendance at the course, training session **or Critical Incident Stress debriefing**, with a minimum of two (2) hours. All time over two (2) hours shall

be calculated at 15 minute intervals for each portion of a 15 minute interval the employee is receiving training.

- (d) The compensation for the time employees are required to attend training outside of their scheduled shift, pursuant to paragraph above, shall be taken by the employee as time off from work during the calendar year in which the required training is held, subject to the operational requirements of the department. If, due to operational or other extenuating circumstances, the employee is not able to take all of the accumulated time off from work during the calendar year in which the required training program or course is held, the remaining time off shall be scheduled by December 31st of the current calendar year and used by the employee by March 31st of the following calendar year, or the remaining time shall be paid out.
- (e) In the event an employee attends optional training, delivers training or public education outside of their scheduled shift, as approved by the Employer, the employee shall be paid at straight time for all hours in attendance, with a minimum of two (2) hours. All time over two (2) hours shall be calculated at 15 minute intervals for each portion of a 15 minute interval the employee is receiving or delivering training or public education.

9.3 Extra Shifts

2020-2023 Where an employee agrees 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.

All compensation under this article shall be included for pension calculations and reported to the pension corporation as pensionable income.

9.4 Overtime

All time worked concurrent and immediately following the end of an employee's regular duty shift at the request of the Employer, shall be deemed to be overtime and shall be paid at one and one-half (1½) for the first two (2) hours and double (2) time thereafter. Overtime shall be calculated in 15 minute intervals rounded up to the next nearest interval.

2014-2019 9.5 Emergency Callout

2020-2023 Emergency Callout shall be voluntary providing the Employer is able to fill bona fide operational needs of the Mission Fire and Rescue Service. If such needs are not met, the Employer shall have the authority to require an employee to attend to an Emergency Callout in reverse order of seniority.

Except as provided in Articles 9.3 and 9.4, an employee reporting for work at the call of the Employer in response to an emergency **incident**, shall be paid at the rate of one and one half (1½) times the employee's regular rate of pay for all hours worked in response to the call, with a minimum of **four** hours regardless of time so worked. All time worked over two (2) hours shall be paid 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 **four (4)** hour minimum includes the paid travel time.

Notwithstanding the above paragraph, where an employee is called out under this Article 9.5 on a General Holiday as defined in Article 15 the employee shall be compensated at two (2) times their regular rate of pay. The balance of the above paragraph shall apply unchanged.

2014-2019 **9.6 Banking Overtime**

2020-2023 Employees shall have the option to bank overtime and extra time worked at the rate of pay at which it was earned.

- (a) A maximum of three (3) blocks per year may be accumulated and scheduled at a time mutually agreed to by the individual and the Employer. Scheduling of time off shall not be unreasonably denied but may be restricted due to bona fide operational reasons. Accumulated banked time in excess of three (3) blocks shall be paid out in full during the next complete pay period.
- (b) Except as otherwise approved by the Employer, no more than two (2) employees may schedule their banked time as off duty, unless there is less than four (4) employees rostered to the shift, in which case only one (1) employee may schedule their bank time as off duty.

2014-2019 **9.7 Notice of Platoon Change**

2020-2023 The Employer shall establish the shift schedules, which may be amended from time to time. Except in times of emergencies, **eight (8) days'** notice shall be given before a change of regular **Platoon**.

2014-2019 **9.8 Voluntary Response to Pager**

2020-2023 An employee who volunteers to keep a pager and voluntarily reports for work in response to an emergency call shall be compensated at the special rate of straight-time, at the rate of one (1) times the employee's hourly rate of pay. The employee shall not be paid for the travel time from home to the duty station or from the duty station to home.

Employees may voluntarily respond to incidents **at the request of the Duty Chief or Captain on shift**. Any response to all other incidents shall require the Employer's approval.

When the duration of a voluntary call response is greater than two (2) hours and concludes with less than six (6) hours before the start of the employee's next regularly scheduled shift, the employee may receive the equivalent time off without loss of pay to ensure they are provided a minimum of six (6) hours rest. In such cases the Employer may require the employee to work providing that all time so worked is compensated at the rate of one and one-half (1½) times their regular rate of pay.

2014-2019 **9.9 Overtime During A Provincial Emergency**

Employees shall not bank any overtime worked during an emergency response or recovery for which the cost of overtime is submitted for reimbursement to the Province of British Columbia in accordance with the Emergency Program Act.

Article 10. Remuneration

10.1 Payment of Wages

The Employer shall pay wages bi-weekly on a Thursday in accordance with the wage schedules described attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of the employee's wages and deductions.

2014-2019

10.2 Acting Pay

All employees who are required to assume the duties and responsibilities of an employee of higher rank, for a period of one half (1/2) duty shift or greater, shall be paid the rate of pay of the higher rank, for the period so employed, provided that the **Employer** has approved or authorized the employee to assume the duties of the higher rank.

Article 11. Job Classification

11.1 Job Descriptions

The Employer shall prepare job descriptions for all classifications for which the Union is the bargaining agent. These descriptions, and any amendments to existing descriptions, shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

Article 12. Appointments, Promotions and Staff Changes

12.1 Changes in Staffing

The Employer agrees to notify the Union, in writing, when an employee covered by this Agreement is hired, promoted, demoted, transferred, laid-off, recalled, resigns, is suspended or is terminated.

12.2 Job Postings

When a vacancy occurs or a new position is created the Employer shall notify the Union in writing and post notice of the position in the fire stations and on all bulletin boards for seven (7) calendar days. The posting shall include relevant details, as determined by the Employer, regarding the position including required knowledge, skills and abilities, and rate of pay.

If the Employer deems it necessary to fill the vacancy for the seven (7) calendar days the Employer may employ temporary employees without posting, provided there is no qualified employee available.

12.3 Promotions

2020-2023

- (a) In making promotions, **positions shall be awarded to the most senior qualified candidate.**
- (b) Opportunities to achieve the qualifications shall reasonably be made available to employees over the course of their career. These opportunities include education and experience in Acting assignments, where practical.

- (i) Opportunities for promotional courses shall be made available based on seniority, operational need, funding and timing. Management reserves the right to restrict the number of openings in promotional based training and frequency of offerings to these programs.
 - (ii) The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify themselves for a promotion to an Officer rank. If the Employee is unable to pass the course, additional courses will be at the Employee's expense.
 - 1) If a senior Employee has been given the opportunity by the Employer to educate themselves to a qualified level but choose to reject the opportunity for any reason, it is understood that the next most qualified junior Employee may bypass the senior Employee for promotion.
 - 2) A senior Employee chooses to take the course at a future date to qualify themselves and passes, they would be considered the next most senior applicant.
 - (iii) Should a promotional-based course only occur when a firefighter or Officer is on shift, the Employer may grant leave to the employee based on the department's capacity – financial or physical – to fund leave for the employee. Should a promotional-based course occur on an individual's normal days off, the individual will be compensated for their attendance at straight time.
 - (iv) Firefighters and Officers participating in promotional educational programs have permission to complete course work related to fire department courses while on shift providing it doesn't take precedence over mandatory regular duties.
 - (v) Exempt Chief Officers will conduct evaluations annually on Acting Captains in the context of coaching and mentoring. Such evaluations may include table top exercises or situation simulation training. Acting Captains will be provided with feedback and action steps to address identified gaps and will be given reasonable opportunity to address these gaps. An Acting Captain who is unsuccessful in addressing these gaps will no longer be deemed qualified to participate in the Acting Captain pool.
- (c) **Qualifications** related to the officer position being sought shall be based upon the following:
- a. Completion of the required and related training and education;
 - b. Examination and assessment results;
 - c. Interview; and,
 - d. Performance appraisals.
- (d) In the event of a single applicant for a promotional posting, and the applicant does not pass the assessment, the Employer will repost the position inside the Union for a further period of seven (7) business days.

12.4 Trial Period

2020-2023 Employees appointed, promoted or transferred to a new position **in the bargaining unit** shall serve a six (6) month trial period in the new position before being confirmed in the appointment. **The purpose of the trial period is to assess the performance of an existing Employee who has been awarded a new position. This trial period may be extended for good and sufficient cause by up to six (6) calendar months by mutual agreement of both parties, in writing. Upon successful completion of the extended trial period, the probationary Officer will receive the full Officer rate retroactive to the date they would have completed the trial period had the trial period not been extended.** 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.

During the trial period, if the employee chooses to return to **their** former position, the employee shall so inform the Employer prior to the expiration of the trial period and shall be returned to **their** former position and wage rate without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to **their** former position and wage rate without loss of seniority.

2020-2023 12.5 Temporary Assistant Fire Chief Opportunities

The Employer will determine the qualifications for Acting Assistant Fire Chief opportunities. Temporary Assistant Fire Chief opportunities will be offered in order from a ranked list of qualified bargaining unit Employees. The ranked list order will be based on the most senior qualified Employee who has the least accepted opportunities in a calendar year.

No employee shall be temporarily transferred to a position outside the bargaining unit without the employee's consent.

An employee who is temporarily transferred to an out-of-scope position shall continue to accrue seniority.

2020-2023 12.6 Transfers

Transfers shall be made on the basis of knowledge, skills, ability, merit, qualifications and seniority.

An employee who is transferring between suppression and non-suppression is required to have the appropriate knowledge, skills, ability, merit and qualifications for the position being sought.

Employees **requesting to transfer from non-suppression to suppression** shall complete a minimum of three years in the position they were originally hired into before they are eligible to transfer. Employees wishing to transfer shall be required to successfully complete any entrance level testing/medical/physical requirements for the position they are applying to transfer to.

Article 13. Seniority

13.1 Probationary Employees

- 2020-2023
- (a) Every new employee shall be considered to be on probation until the completion of twelve (12) months' service satisfactory to the Employer.
 - (b) **Any absence greater than 4 duty blocks shall extend a probationary employee's probation period by an equal amount.**
 - (c) If at any time during this period the Employer determines that the employee is unsuitable for continued employment, his or her employment may be terminated with one (1) day notice.
 - (d) During the period of probation the employee's suitability for continued employment shall be assessed on the basis of factors such as:
 - (i) conduct,
 - (ii) quality and quantity of work,
 - (iii) ability to work harmoniously with others, and
 - (iv) ability to meet work standards as set by the Employer.

13.2 Seniority

- (a) "Seniority" means continuous service with the Employer since the initial date of hire into the bargaining unit that is uninterrupted by lay-off, resignation or termination. Temporary employees shall not accumulate seniority.
- (b) In the event two (2) or more employees commence employment on the same day, their seniority placement shall be based upon the total score achieved on the evaluations for hiring new employees conducted prior to their first (1st) day of employment.

13.3 Loss of Seniority

- 2020-2023
- (a) An employee shall not lose seniority if **they are** absent from work **for any of the following reasons:**
 - sickness,
 - disability,
 - accident,
 - layoff of less than one (1) year,
 - leave of absence approved **under Article 18, or,**
 - **any other protected leave of absence.**
 - (b) An employee shall only lose his or her seniority in the event:
 - (v) The employee is discharged for just cause; or
 - (vi) The employee resigns or retires; or
 - (vii) The employee is absent from work in excess of seven (7) calendar days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible; or
 - (c) The employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless due to

sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address; or

- (d) The employee is laid off for a period longer than one (1) year

13.4 Seniority List

The Employer shall maintain a seniority list showing the employment date and names of all persons employed within the scope of the bargaining unit. The Employer shall keep the seniority list current and provide copies for the Union and for posting.

Article 14. Layoffs and Recalls

14.1 Layoff and Recall Procedure

Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority, providing they are qualified and capable to do the work.

14.2 No New Employees

No new employees will be hired until those laid off have been given an opportunity of re-call in accordance with Article 14.1.

14.3 Notice of Layoff

The Employer shall notify, in writing, those employees who are to be laid off twelve (12) duty shifts before the layoff is to be effective, or pay in lieu of notice.

14.4 Bumping

In the event an employee is laid off or a position becomes redundant, employees affected may bump an employee with less seniority provided the employee exercising the right to bump is qualified and capable to perform the work of the less senior employee. Employees exercising their seniority rights under the provisions of this Article shall do so within four (4) duty shifts of the notice of layoff.

Article 15. General Holidays

2014-2019

15.1 General Holidays

- (a) Non-suppression employees shall have the following General Holidays off with pay at the employee's regular rate of pay:

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

and any other day proclaimed by the Government of Canada, the Province of British Columbia or the City of Mission.

- 2020-2023
- (b) **Suppression** employees shall receive in each calendar year time off equivalent to one (1) duty shift for each of the General Holidays listed in paragraph (a) except as provided for under paragraph (c).
 - (c) Every employee covered by paragraph (b) shall receive, during the first part calendar year of employment and during the final part calendar year of employment, time off equivalent to one (1) duty shift for each of the General Holidays listed in paragraph (a) which occurs during the employee's period of employment in such part calendar year.
 - (d) Requests for time off in lieu of General Holidays shall be submitted for approval in accordance with Article 16.2. The **Employer** shall determine if employees will receive their first calendar year of General Holiday entitlement in pay.
 - (e) Any employee who is required to work on any of the General Holidays listed in paragraph (a) shall, in addition to the entitlement set forth in paragraph (b), 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 the duty shift provided the duty shift commenced on a General Holiday.

Duty shifts that do not commence on a General Holiday but which overlap onto a General Holiday are not eligible for any premium payments on such duty shifts.
 - (f) 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.
 - (g) An employee shall not earn or retain General Holiday entitlements while on unpaid leave in excess of thirty (30) days.

In the event an employee resigns or retires their position with the Employer, they must work at least one (1) regularly scheduled duty shift following the General Holiday in order to be eligible for General Holidays which occur prior to resignation or retirement.

Article 16. Annual Vacation

2014-2019 **16.1 Entitlement**

- 2020-2023
- (a) **Annual vacation does not commence until after regularly scheduled days off and Employees return to regular platoon after vacation prior to any shift change.**
 - (b) Paid annual vacations for all employees shall be granted as follows:
 - (i) During the first (1st) calendar year of service, employees shall be granted vacation pay in accordance with the Employment Standards Act of British Columbia. The Employer shall determine if this vacation entitlement shall be in pay or in vacation time off work.
 - (ii) During the second (2nd) to and including third (3rd) calendar years of service, employees shall be entitled to paid vacation of nine (9) duty shifts.

- (iii) During the fourth (4th) to and including tenth (10th) calendar years of service, employees shall be entitled to a paid vacation of thirteen (13) duty shifts.
 - (iv) During the eleventh (11th) to and including twentieth (20th) calendar years of service, employees shall be entitled to a paid vacation of seventeen (17) duty shifts.
 - (v) During the twenty-first (21st) and including twenty-fourth (24th) calendar years of service, employees shall be entitled to a paid vacation of twenty-one (21) duty shifts.
 - (vi) During the twenty-fifth (25th) and all subsequent calendar years of service, employees shall be entitled to a paid vacation of twenty-five (25) duty shifts.
- (c) Payment for such vacation shall be at the employee's regular rate of pay.
 - (d) **Notwithstanding the above, vacation entitlement for new, non-suppression employees may be set at the discretion of the Employer as negotiated as long as it does not exceed the vacation entitlement for current non- suppression employees.**

16.2 Vacation Schedules

2020-2023 **On or before October 31st of each calendar year, the Employer will post the dates of the annual training events as described in Article 16.3 and post the dates in which employees being transferred will move to their new platoon. On or before November 24th of each calendar year, employees shall submit their requests for annual vacations for the following calendar year and on or before December 1st of each calendar year, the Employer shall approve the scheduling of annual vacation time for the next calendar year.**

16.3 Vacation Restrictions

- (a) Annual vacation requests will not be approved during the annual training events scheduled in the spring and in the fall unless otherwise approved at the discretion of the Employer, or designate.
- 2020-2023 (b) Only one (1) employee per platoon shall be approved for scheduled vacation, unless otherwise approved at the discretion of the Employer, or designate. **Seniority shall be used in determining preference or priority for annual vacation.**

16.4 End of Service

- (a) Employees who leave the service of the Employer during the calendar year, shall have their annual vacation allotment calculated on a pro-rated basis to the last day worked.
- (b) There shall be no pro-rating of vacation entitlement for employees who retire in accordance with the Municipal Pension Plan Rules.

16.5 Unpaid Leave of Absence

2020-2023 **With the exception of employees on a protected leave of absence**, employees who are absent on unpaid leave of absence shall have their annual vacation pay prorated on the basis of the total unpaid time absent.

Article 17. Sick Leave

17.1 Sick Leave

Sick Leave shall mean the period of time an employee is absent from work by virtue of being sick, disabled or injured due to a non-occupational illness or injury or for which compensation is not payable under the Worker's Compensation Act.

2014-2019 17.2 Accumulated Sick Leave

- (a) **Upon completion of the probationary period, suppression employees shall be granted one and one half (1½) duty shifts of sick leave credits for every month of service, and non-suppression employees shall be granted one and one half (1½) days of sick leave credits for every month of service, retroactive to the date of hire. Employees shall be permitted to access their sick leave credits in advance effective the first pay period after completion of three (3) months of employment, providing they provide the Employer verification of illness by the attending physician for every absence.**

An employee shall be entitled to an accrual of all unused sick leave credits to a maximum accrual equivalent to 2,184 hours.

2020-2023

- (b) A deduction shall be made from an employee's accumulated sick leave credits for all time absent on authorized paid sick leave.
- (c) **With the exception of a protected leave of absence**, 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 or WorkSafeBC leave shall not be credited to the employee unless the employee returns to work for at least thirty (30) calendar days.
- (d) An employee, who has exhausted accumulated sick leave, may receive an extension of up to two hundred and sixteen (216) hours. This sick leave extension shall be repaid by the employee upon his/her return to duty through his/her normal monthly accumulation.

17.3 Notification and Proof of Illness

- (a) An employee who is unable to report to work due to illness shall notify the Employer, or designate, as soon as possible prior to the beginning of each shift.
- (b) Any employee requesting sick leave as defined in Article 17.1 may, at the discretion of the Employer, or designate, be required to produce a certificate from a duly qualified medical practitioner licensed to practice in the Province of British Columbia certifying that such person is unable to carry out their assigned duties due to illness and/or injury. 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 certificate is required, or where the Employer requires the employee to attend an independent medical examination, the cost will be paid for by the Employer.

17.4 Subrogation

An employee who has received sick leave benefits for injuries caused by a third party shall be obliged, in the event such employee undertakes an action for recovery of damages against the third party, to seek recovery of the total cost of wages and benefits paid to the employee while on sick leave. The employee shall be obliged to reimburse the Employer to the extent that the employee succeeded in recovering such wages and benefits and the Employer shall reimburse the employee's sick leave bank the number of sick days used by the employee in proportion to the total amount of money recovered. This provision includes claims made to ICBC.

17.5 Workers' Compensation

Every employee covered by this Agreement, who is absent from their duties due to injuries received while on duty, shall receive from the Employer their normal net take home pay during such absence from duty, provided that payment of said normal net take home pay shall continue only as long as the employee continues to receive workers' compensation payment in respect to such injury; and provided further, that all compensation to which they are entitled is paid direct from WorkSafeBC to the Employer. The employee's usual deductions shall be deducted from the employee's regular rate of pay.

The provisions of this section do not apply where an employee is permanently incapacitated from serving as a worker and is in receipt of a workers' compensation pension.

2014-2019 17.6 Family Leave

When an employee is required to respond to a medical emergency or to provide care for a sick or injured member of the employee's immediate family, where no other member of the immediate family is available to provide for the needs of the sick or injured person, the employee shall be entitled, after notifying the Employer, to use a maximum of four (4) duty shifts sick leave per year, to deal with the medical emergency or care for the member of the family who is sick or injured.

Immediate family is defined as: spouse, child, parent, grandchild or grandparent, or any person who lives with the employee as a member of their family. An employee may be required to provide a certificate from a qualified medical practitioner confirming the illness of the family member.

2014-2019 17.7 Employment Insurance Premium Reduction Program

The Employer shall apply to Services Canada for the Employment Insurance Premium Reduction Program and the employee's share of the savings (5/12) shall be provided to the Union for the purposes of providing benefits to the members as determined by IAFF Local 4768 Constitution.

2020-2023 17.8 Employee Wellness & Readiness for Duty

Firefighting is an important and dangerous, high stress work requiring employees to attend work in a fit condition, including being well rested. Secondary employment, hobbies, or other interests should not adversely affect

an employee's ability to perform his/her job proficiently .

To ensure for the mental and physical Wellness of employees, the Employer agrees to devise a Wellness Program and to strike a permanent committee (hereinafter referred to as "The Committee") of equal representation from both the Employer and the Union and appointed by each party respectively to manage the Employee Wellness Program collaboratively.

The Committee will be responsible to develop, implement and manage a program designed to increase employees' awareness of wellness, and improve and maintain the overall fitness of the unionized work force.

(a) The Employer agrees to establish a trust account for operating expenses, to be controlled by the Committee, to fund Employee Wellness initiatives and to deposit to the account the proceeds from a once a year payroll deduction from each employee. The deduction is an amount equal to the Employee EI premium rebate. These funds shall form the basis of the Union's contribution. The Employer agrees to contribute an annual amount of \$10,000. Any unspent amount at the end of a calendar year will be returned to the Employer.

(b) All costs associated with the maintenance and replacement of exercise equipment identified and associated with the Wellness Program will be maintained through the fund.

Article 18. Leave of Absence

18.1 General Leave

2020-2023 The Employer may grant leave of absence without pay and without loss of seniority to a maximum of three (3) months to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. **Additional leave may be granted up to a total of twelve (12) months, with seniority no longer accruing beyond the initial three months.** Such leave shall not be unreasonably denied. Bona fide operational concerns are justifiable reasons for denying such leave.

2014-2019 18.2 Leave for Union Business

- 2020-2023
- (a) Upon application to, and upon receiving the permission of the Employer in each specific case, it is agreed that designated official representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, and such absence does not interfere with the operations of the Employer.
 - (b) The Employer agrees to continue to pay the official representatives of the Union regular wages while off duty on union business and the Union shall be billed for the cost of the union official's regular wages plus overhead. Alternatively, the official representative of the Union may arrange for a qualified replacement shift exchange **with any associated cost being borne by the Union.**

2014-2019 18.3 Shift Exchange

Shift exchanges may be voluntarily undertaken between two employees upon approval of the Employer prior to such exchange of time.

Shift Exchanges shall not be used by employees during their first six months of probation, in a manner that interferes with the operation of the department or when a Shift Exchange results in a prolonged shift (beyond a 24 hour period). The Employer recognizes Shift Exchanges provide employees with an increased quality of life and shall not unduly deny a Shift Exchange.

Under no circumstances shall the use of Shift Exchanges create any additional cost, through overtime or otherwise, to the Employer.

Responsibility for arrangement for the repayment of such time rests with the employees involved. No obligation shall be placed upon the Employer for repayment of time voluntarily exchanged or repaid between employees.

18.4 Leave for Public Duties

- (a) Subject to mutual agreement between the Employer and the Union, the Employer may, upon receipt of a written request, grant a leave of absence without pay and without loss of seniority to a maximum of eight (8) weeks, so that an employee may be a candidate in federal, provincial or municipal elections.
- (b) Upon written request, the Employer may grant a leave of absence without pay and without loss of seniority to an employee who is elected to public office, during the employee's term of office.

18.5 Bereavement Leave

- 2020-2023
- (a) An employee **shall** be granted up to two (2) blocks of leave without loss of pay in the case of death of the employee's spouse or child.
 - (b) An employee may be granted up to one (1) block of leave without loss of pay in the case of death of the employee's parent, brother, sister, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandparent-in-law.
 - (c) Where burial occurs outside the Province for any of the above named relatives, an additional leave without pay may be granted for reasonable traveling time, not to exceed one (1) block.

18.6 Compassionate Leave

In the case of terminal illness of a family member, the employee shall be granted the same time off as set out in Article 18.5.

18.7 Mourner's Leave

- 2020-2023
- Up to one-half (½) duty shift leave may be granted without loss of pay to attend a **religious service or celebration of life** if the service occurs within the boundaries of Mission, Maple Ridge, Abbotsford or Chilliwack. If the service is outside these boundaries an employee may be granted one (1) duty shift leave without loss of salary or wages.

18.8 Jury or Witness Duty

Any employee who is required to serve as a juror, subpoenaed as a crown witness or serve as a witness on behalf of the Employer or as a direct result of their duties, shall receive their regular rate of pay for the period of absence, providing that any

remuneration received by the employee for such duty shall be remitted to the Employer. If an Employee is required to serve as a witness on behalf of the Employer on their days off, Article 9.3 shall apply.

18.9 Pregnancy Leave

- (a) The Employer will issue a separation certificate for a pregnancy leave of absence without pay, on the written request of an employee who is pregnant, provided that as much notice as possible is given, but not less than four (4) weeks' notice is given prior to the effective date of such leave of absence, notwithstanding a medical emergency.
- (b) The Employer will offer the same position, if it remains established or alternative employment without loss of seniority, to the said employee, providing that at least four (4) weeks prior notice in writing is given by the employee to the Employer of the employee's intention to return to work.
- (c) In no case, shall the total period of pregnancy leave exceed seventeen (17) weeks unless otherwise provided for in this Agreement.
- (d) Failure to inform the Employer, within a period of fifty-two (52) weeks from the date of separation of the employee's intention to return to employment will mean that the separation will be deemed to be permanent with the accompanying loss of all seniority and privileges.

18.10 Parental Leave

2020-2023

- (a) The Employer will issue a separation certificate for a parental leave of absence without pay, on the written request of an employee.
- (b) Parental leave will be granted without pay, for a period not to exceed in total **sixty-one (61)** consecutive weeks for the birth mother and up to **sixty-two (62)** weeks for the birth father or adopting parents unless otherwise provided for in this Agreement, if requested by the birth mother, birth father or the adopting parents.
- (c) Such leave must be taken within the **seventy-eight (78)** week period after the birth of the child of the employee or in the case of the adoption, within the **seventy-eight (78)** week period after the date the adopted child comes into the actual care and custody of the employee.

18.11 Extension of Pregnancy/Parental Leave

- (a) Where a doctor's certificate is provided stating that a longer period of pregnancy/parental leave is required for health reasons, the Employer may grant an extension up to six (6) months.
- (b) General leave may be granted by the Employer where additional leave is required because of the health of the newborn child.

18.12 Supplementary Employment Insurance Benefits

- (a) An employee, who is the birth mother is entitled to pregnancy leave and who has applied for and is in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments during the Pregnancy Leave.

- (b) An employee, who is the birth father and who, due to the death of the birth mother, has applied for and is in receipt of Employment Insurance benefits, shall also be entitled to receive SEIB Plan payments.
- (c) 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.
- (d) 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:
 - (i) for the first six (6) weeks, which includes the two (2) week Employment Insurance waiting period; and
 - (ii) 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.
- (e) 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.

18.13 Special Leave

2020-2023 Employees shall be allowed one (1) **day/duty shift** leave of absence with pay and without loss of seniority and benefits for the birth of an employee's child on the day the child is born and if the birth takes place on the employee's regularly scheduled work **day/duty shift**. The provisions of Article 18.9 Pregnancy Leave shall apply to pregnant employees.

Article 19. Employee Benefits

2014-2019 The Employer agrees to consult with the Union on the choice of carriers when a change of carriers is contemplated and that benefit coverage enjoyed by employees shall not be reduced without the agreement of the Union.

19.1 Group Life Insurance Plan

- (a) Each full-time employee shall be entitled to coverage under the Group Life Insurance Plan effective date of hire and shall continue to participate in said Group Life Insurance Plan as a condition of employment.
- (b) The Group Life insurance benefit shall equal two (2) years' salary with double indemnity, rounded to the next highest thousand dollars (\$1,000) and is subject to the provisions of the Plan.
- (c) The Employer shall pay 100% of the monthly premiums.

19.2 Medical Services Plan of B.C.

- (a) Each full-time employee and their eligible dependants shall be entitled to coverage under the Medical Service Plan of B.C. effective the first day of the calendar month following the date of employment.

- (b) The Employer shall pay 100% of the monthly premiums.

2014-2019 **19.3 Extended Health Care Plan (Supplemental Health Insurance)**

- 2020-2023
- (a) Each full-time employee and their eligible dependents shall be entitled to coverage under the Extended Health Care Plan effective the first day of the calendar month following **thirty (30) days** of continuous employment.
 - (b) The Extended Health Care Plan includes coverage for eligible expenses as follows, all subject to the provisions of the Plan:
 - (i) 80% coverage of prescription drugs to \$1,000, 100% thereafter;
 - (ii) Annual deductible of fifty dollars (\$50);
 - (iii) **Paramedical practitioners such as but not limited to Chiropractors, Naturopaths, Physiotherapy, Massage Therapy and Acupuncture for total coverage of \$2,000 payable per person per calendar year for the services of any one or any combination of the licensed practitioner; and \$1,000 per person per calendar for psychological services.**
 - (iv) Vision Care –\$500 per person every twenty-four (24) months;
 - (v) Annual eye exams to a maximum of \$100, each exam;
 - (vi) Pay Direct Card;
 - (vii) In province maximum unlimited, out-of-province maximum \$5,000,000.
 - (c) The Employer shall pay 100% of the monthly premiums.
 - (d) The Employer agrees to pay up to \$1,000 per eye per lifetime for laser or elective corrective eye surgery per employee.

19.4 Dental Plan

- 2020-2023
- (a) Each full-time employee and their eligible dependants shall be entitled to coverage under the Dental Plan effective the first day of the calendar month following **thirty (30) days** months of continuous employment.
 - (b) The Dental Plan includes coverage for eligible expenses as follows, all subject to the provisions of the Plan:
 - (i) Basic Dental Services (Plan 'A') – One hundred percent (100%) of the approved schedule of fees.
 - (ii) Prosthetics, Crowns and Bridges (Plan 'B') – Seventy-five percent (75%) of the approved schedule of fees.
 - (iii) Orthodontics (Plan 'C') – Sixty percent (60%) of the approved schedule of fees to a maximum five thousand dollars (\$5,000) per lifetime per person.
 - (c) The Employer shall pay 100% of the monthly premiums.

2014-2019 **19.5 Pension Plan**

- 2020-2023
- In addition to the Canada Pension Plan, any employee entering the service of the Employer shall be enrolled in the Municipal Pension Plan in accordance with the terms of the Municipal Pension Plan rules, as amended from time to time, effective the first

day of the pay period following three (3) calendar months of continuous employment.

(a) Subject to the rules of the Municipal Pension Plan, the City agrees to participate for the Employer cost as determined by the Municipal Pension Plan to extend the pensionable service of an employee covered by this Agreement for the first three (3) calendar months of service. Should an Employee wish to take advantage of this benefit, they shall give notice in writing and make such arrangements as may be necessary regarding their own contribution.

The Municipal Pension Plan Rules, made under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the Public Sector Pensions Plans Act, apply to the Employer and its employees. If there is a conflict between the Municipal Pension Plan Rules and this collective agreement, then the Rules shall prevail.

Effective January 1, 2023, all employees enrolled in the Municipal Pension Plan Group 5 shall receive a supplemental pension allowance (SPA) of 0.56% of pensionable earnings to be directed to a group tax free savings account (Group TFSA). This payment shall be recorded on the employee's biweekly pay cheque.

Note: The Union will be responsible for the administration, activities and costs incurred for the Group TFSA.

Effective November 16, 2015, employees shall retire from the service of the Employer at the end of the calendar month in which the employee reaches age sixty (60).

Article 20. Physical and Medical Requirements

20.1 Physical Requirements

- 2020-2023
- (a) The Employer recognizes the physical nature of fire fighting and agrees to provide for fitness activity time and access to equipment during the regular shift schedule of all **suppression** employees, providing that same does not in the judgment of the Employer impair emergency operations in any way.
 - (b) All employees, **suppression and non-suppression**, shall have physical examinations and maintain their physical condition to ensure they are capable of performing their duties.

20.2 Medical Requirements

- 2020-2023
- (a) All employees will be required to have medical examinations. Employees up to the age of forty-five (45) shall undertake a medical examination every thirty (30) months by a physician designated by the Employer. Employees over the age of forty-five (45) shall undertake a medical examination every eighteen (18) months by a physician designated by the Employer. **The Employer shall be advised only whether an Employee is fit for duty or not; and if not, the general nature of the limitations. All other results are to remain confidential and not to be disclosed to the Employer.**
 - (b) The Employer shall have the right to direct an employee to undertake medical examinations more often if, in the opinion of the Employer, there is concern or need for such examinations. The Employer shall not exercise this right unreasonably and the Union shall be notified.
 - (c) The Employer shall pay one hundred percent (100%) of the fee not covered by the employee's extended medical coverage plan. The results of the

examination shall be forwarded to the Human Resources Office, who shall inform the employee and the Fire Chief of the results.

20.3 Vaccinations and Other Medical Precautions

The Employer agrees to pay all associated costs for vaccinations and other medical precautions for the protection of the employees covered by this Agreement, where such medical precautions are reasonably associated with occupational exposure.

Article 21. Clothing

21.1 Uniform Issue

- 2020-2023 (a) Probationary employees shall be issued the following uniform items at the beginning of the probationary period:
- (i) Work shirts – four (4) (variable long/short sleeve)
 - (ii) Trousers – three (3)
 - (iii) Belt – one (1)
 - (iv) WorkSafeBC approved safety boots – one (1) pair
 - (v) Cap complete with badge
 - (vi) Tie with tie clip
 - (vii) Lined waterproof work jacket
 - (viii) T-shirts (100% heavyweight cotton) – four (4)
 - (ix) Toque - one (1)
 - (x) Ball cap - one (1)
- (b) Upon completion of the probationary period, the Employer shall provide the following uniform items:
- (i) Uniform dress tunic and pants
 - (ii) Dress shirt
 - (iii) Dress uniform shoes
- (c) **The Employer will work with the Union on a uniform committee to identify the best products and suppliers for ongoing uniform issues. The committee will meet in September of each calendar year to discuss the following year's uniform allotment. The employer agrees to provide a maximum of \$850 annually where no more than \$650 may be spent on clothing with the remainder to be utilized or combined with the clothing allowance for footwear. This allotment arrangement will be provided to every union member who has completed probation. Employees who have not completed probation shall be supplied with the clothing and footwear required by their position. This annual amount is to be used by the employee to replace worn out uniform items. The final decision on items including brand and supplier resides solely with the employer. Annual increase for the uniform complement will be increased at the rate of the Vancouver BC Clothing and Footwear Consumer Price Index (CPI). In the event of a negative CPI the clothing allowance will remain the same as the previous year.**

The Employer shall make every effort to provide the annual uniform issue by July 1st of the year in which the uniform issue occurs.

- (d) The Employer shall provide a lined waterproof work jacket every five (5) years, or as needed.
- (e) The Employer shall provide replacements for the following uniform items for each employee covered by this Agreement, upon inspection by a Chief Officer, based on need and normal wear:
 - (i) Belt
 - (ii) Uniform dress tunic and pants
 - (iii) Dress shirt
 - (iv) Dress uniform shoes
 - (v) Uniform cap and badge
 - (vi) Tie with tie clip
 - (vii) Toque - one (1)
 - (viii) Ball cap - one (1)
- (f) The Employee may request substitutions of uniform issue replacements of approximate equal value.

21.2 Firefighting Protective Clothing

The Employer shall provide every employee covered by this Agreement with protective firefighting clothing required and approved by WorkSafeBC, and such other items as recommended by the Fire Chief and approved by the Employer.

21.3 Employer Property

- (a) All clothing issued under Article 21.1 shall remain the property of the Employer and shall be returned to the Employer by each employee leaving the service of the Employer, except those who are retiring and eligible for pension benefits under the Municipal Pension Plan.
- (b) All protective clothing issued under Article 21.2 and equipment shall remain the property of the Employer, and shall be returned to the Employer when the employee leaves the service of the Employer.

2014-2019 21.4 Uniform Cleaning

- 2020-2023** (a) The Employer shall provide facilities and washing equipment for the laundering of uniforms and provide access during the regular shift schedules of all employees. Dry cleaning shall be provided as required and approved by the Employer **in accordance with (b) below**. The Employer shall pay for alterations and repair for all employees who are required to wear a uniform in the performance of their duties, and where such alteration and repair is required as a result of the work employees have performed for the Employer.
- (b) **The Employer shall provide for the dry cleaning of uniforms as per the following schedule:**
 - (i) One (1) jacket or uniform tunic every three (3) months or as required

- (ii) One (1) tie every six (6) months or as required
- (iii) One (1) uniform cap every six (6) months or as required.

Article 22. General Conditions

22.1 Nourishment

2020-2023 At the discretion of the Fire Chief, or designate, the Employer shall provide nourishment for fire fighters during any prolonged major **incident**.

22.2 Equipment Under the Employee's Care

It shall be the responsibility of every employee to take all reasonable precautions to preserve all records, machines and equipment under the employee's care.

2020-2023 **22.3 Role of the Paid-on-Call Fire Fighters**

Over the passage of time and as budget permits, it is understood that it is the intention of the Employer to provide full-time fire and rescue coverage to the community.

Volunteer, temporary and/or paid-on-call members shall be utilized to support full-time employees.

22.4 Access to Personnel Files

The Employer agrees that, upon advance request, employees shall have access to and copies of all information which comprises their personnel file.

22.5 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.

2014-2016 **22.6 Funeral Costs**

The Employer agrees to contribute up to two months' salary, the equivalent of Fire Fighter 1st Class (100%) wage rate, towards the costs incurred to provide a full honours Line of Duty Death service for any employee covered by this agreement whose death has been attributed to the work they perform as an employee of the City of Mission Fire Department. Such services will be in keeping with the IAFF and IAFC protocols. The service, ceremony and other events associated with the ceremony shall be coordinated by a committee consisting of a family liaison, an IAFF Local 4768 representative and a representative from the Fire Chief's office.

2020-2023 **22.7 Indemnification**

Employees of the City of Mission Fire Rescue Service are covered by the terms of City of Mission Indemnification Bylaw 5356-2013, and the Local Government Act, as amended from time to time.

2020-2023 **22.8 Professional License Fees**

The Employer shall pay all existing licensing, professional fees and other certificate costs for any Employee who is required by the Employer to hold such licensing, certificate or membership to an association or organization, other than Union dues or Union affiliations.

The Employer agrees to pay the cost of a driver's medical examination where required by the Employer, or licensing agency where license or certification is a requirement of employment. Further the Employer agrees to pay all associated costs in regards to vaccinations and other medical precautions for the protections of the Employees covered in this agreement, where such medical precautions are reasonably associated with exposure in the workplace.

22.9 Job Security

2020-2023 Specific to suppression work, no work performed by an Employee covered by this agreement shall be performed by another Employee of the Employer who is not covered by this Agreement, or by a person who is not an employee of the Employer but for two exceptions. Firstly, in accordance with current practice as it relates to the Paid-on-Calls. Lastly, for work specific to a significant emergency incident, in such case contracting out will be for no longer than a two (2) week duration.

Specific to non-suppression work, contracting out will only be used on a temporary basis. Before any existing work is contracted out, the Employer will notify the Union within a reasonable period of time in advance of the date on which contracting out of work is to occur and will give consideration to alternatives the Union may propose.

22.10 Minimum Staffing

2020-2023 There shall be a minimum of 4 firefighters members on duty per shift at all times at Fire Station #1, with one being the rank of Captain.

22.11 First Right of Refusal

2020-2023 The Union shall receive first right of refusal for all regularly scheduled vacation shifts, backfill shifts, sick leave shifts and partial shifts on a career apparatus. Cursory and non-standard duties, errands and operational support activities shall be offered equally to Paid-on-Call and career firefighters and assigned by the Duty Chief without consideration of Union seniority or standing.

22.12 Duty Chief

2020-2023 Duty Chief shifts will be offered in order from a ranked list of qualified Employees. The ranked list order will be based on the most senior qualified Employee who has the least accepted opportunities in a calendar year. The parties agree that the four (4) paid-on-call members currently (as of the date of execution of this collective agreement) in the Duty Chief pool are red-circled and for the purposes of this article are considered as the four (4) least senior qualified Employees.

Article 23. Present Conditions and Benefits

23.1 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence and either Party, upon notice to the other, may reopen this present

Agreement for negotiations.

Article 24. Severability Clause

24.1 Severability

If any provisions of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of the Agreement shall remain in full force and effect.

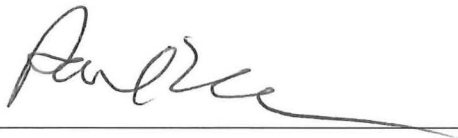
Article 25. Indemnification

2014-2019 25.1 Indemnification

Employees of the Employer covered by this Agreement are covered by the terms of the *Indemnification Of Municipal Officials Bylaw 5356-2013* as amended from time to time.

IN WITNESS WHEREOF, both parties have executed these presents on this 28th day of July, 2021.

SIGNED ON BEHALF OF THE CITY OF
MISSION:



PAUL HORN
MAYOR

SIGNED ON BEHALF OF THE MISSION
PROFESSIONAL FIREFIGHTERS'
ASSOCIATION, LOCAL 4768 OF THE
I.A.F.F.:



DAVE TAYLOR
PRESIDENT



MIKE YOUNIE
CHIEF ADMINISTRATIVE OFFICER
(CORPORATE OFFICER)



RICH RANGERS
VICE-PRESIDENT

SCHEDULE 'A' - JOB CLASSIFICATIONS

Effective January 1, 2020 Effective 1st Pay Period of 2020 (December 22, 2019) – **Increase of 2.5%**

Occ Code		Indices	CLASS / RANK	HOURLY (Monthly *12/2184)	BIWEEKLY (Hourly * 84)	MONTHLY
F1500	Firefighter 1st 6 months	70%	Probationary / 4th Class	\$32.485	\$2,728.71	\$5,912
F1501	2nd 6 months Completion of 6 months service	75%	4th Class	\$34.805	\$2,923.62	\$6,335
F1502	2nd Year Completion of 1 year service	80%	3rd Class	\$37.125	\$3,118.52	\$6,757
F1503	3rd Year Completion of 2 years' service	90%	2nd Class	\$41.766	\$3,508.34	\$7,601
F1504	4th Year Completion of 3 years' service	100%	1st Class	\$46.407	\$3,898.15	\$8,446
F1505	10th Year Completion of 9 years' service	103%	10th Year	\$47.799	\$4,015.10	\$8,699
F1515	15 th Year Completion of 14 years' service	106%	15 th Year	\$49.191	\$4,132.04	\$8,953
F1520	20 th Year Completion of 19 years' service	109%	20 th year	\$50.583	\$4,248.99	\$9,206
F1550	*Fire Inspector/ Educator At start	100%	1st Class	\$55.688	\$3,898.15	\$8,446
F1551	4th Year Completion of 3 years' service	103%		\$57.359	\$4,015.10	\$8,699
F1552	11th Year Completion of 10 years' service	106%		\$59.029	\$4,132.04	\$8,953
F1600	*Captain 1st 6 months of appointment	112%	Trial Period Rate	\$53.535	\$4,496.91	\$9,743.31
F1700	*Captain Completion of 6 months in position	122%		\$58.315	\$4,898.42	\$10,613.24

NOTE:

Incremental increases shall be granted on the first day of the pay period **in which** the employee's anniversary date in the position **falls**.

*Captain index based on the 10th year fire fighter rate as a base. The remainder are based on the 4th year fire fighter monthly rate.

SCHEDULE 'A' - JOB CLASSIFICATIONS

Effective January 1, 2021 Effective 1st Pay Period of 2021 (December 20, 2020) – **Increase of 2.5%**

Occ Code		Indices	CLASS / RANK	HOURLY (Monthly *12/2184)	BIWEEKLY (Hourly * 84)	MONTHLY
F1500	Firefighter 1st 6 months	70%	Probationary / 4th Class	\$33.297	\$2,796.93	\$6,060
F1501	2nd 6 months Completion of 6 months service	75%	4th Class	\$35.675	\$2,996.71	\$6,493
F1502	2nd Year Completion of 1 year service	80%	3rd Class	\$38.053	\$3,196.49	\$6,926
F1503	3rd Year Completion of 2 years' service	90%	2nd Class	\$42.810	\$3,596.05	\$7,791
F1504	4th Year Completion of 3 years' service	100%	1st Class	\$47.567	\$3,995.61	\$8,657
F1505	10th Year Completion of 9 years' service	103%	10th Year	\$48.994	\$4,115.48	\$8,917
F1515	15 th Year Completion of 14 years' service	106%	15 th Year	\$50.421	\$4,235.34	\$9,177
F1520	20 th Year Completion of 19 years' service	109%	20 th year	\$51.848	\$4,355.21	\$9,436
F1550	*Fire Inspector/ Educator At start	100%	1st Class	\$57.080	\$3,995.61	\$8,657
F1551	4th Year Completion of 3 years' service	103%		\$58.793	\$4,115.48	\$8,916.86
F1552	11th Year Completion of 10 years' service	106%		\$60.505	\$4,235.34	\$9,177
F1600	*Captain 1st 6 months of appointment	112%	Trial Period Rate	\$54.873	\$4,609.33	\$9,987
F1700	*Captain Completion of 6 months in position	122%		\$59.772	\$5,020.88	\$10,879

NOTE:

Incremental increases shall be granted on the first day of the pay period **in which** the employee's anniversary date in the position **falls**.

*Captain index based on the 10th year fire fighter rate as a base. The remainder are based on the 4th year fire fighter monthly rate.

SCHEDULE 'A' - JOB CLASSIFICATIONS

Effective January 1, 2022 Effective 1st Pay Period of 2022 (December 19, 2021) – **Increase of 2.5%**

Occ Code		Indices	CLASS / RANK	HOURLY (Monthly *12/2184)	BIWEEKLY (Hourly * 84)	MONTHLY
F1500	Firefighter 1st 6 months	70%	Probationary / 4th Class	\$34.129	\$2,866.85	\$6,212
F1501	2nd 6 months Completion of 6 months service	75%	4th Class	\$36.567	\$3,071.62	\$6,655
F1502	2nd Year Completion of 1 year service	80%	3rd Class	\$39.005	\$3,276.40	\$7,099
F1503	3rd Year Completion of 2 years' service	90%	2nd Class	\$43.880	\$3,685.95	\$7,986
F1504	4th Year Completion of 3 years' service	100%	1st Class	\$48.756	\$4,095.50	\$8,874
F1505	10th Year Completion of 9 years' service	103%	10th Year	\$50.219	\$4,218.36	\$9,140
F1515	15 th Year Completion of 14 years' service	106%	15 th Year	\$51.681	\$4,341.23	\$9,406
F1520	20 th Year Completion of 19 years' service	109%	20 th year	\$53.144	\$4,464.09	\$9,672
F1550	*Fire Inspector/ Educator At start	100%	1st Class	\$58.507	\$4,095.50	\$8,874
F1551	4th Year Completion of 3 years' service	103%		\$60.262	\$4,218.36	\$9,140
F1552	11th Year Completion of 10 years' service	106%		\$62.018	\$4,341.23	\$9,406
F1600	*Captain 1st 6 months of appointment	112%	Trial Period Rate	\$56.245	\$4,724.57	\$10,237
F1700	*Captain Completion of 6 months in position	122%		\$61.267	\$5,146.40	\$11,151

NOTE:

Incremental increases shall be granted on the first day of the pay period **in which** the employee's anniversary date in the position **falls**.

*Captain index based on the 10th year fire fighter rate as a base. The remainder are based on the 4th year fire fighter monthly rate.

SCHEDULE 'A' - JOB CLASSIFICATIONS

Effective January 1, 2023 Effective 1st Pay Period of 2022 (December 18, 2022) – Increase of the average of first-class firefighter salary increases of Penticton, West Kelowna, Campbell River and Maple Ridge.

Occ Code		Indices	CLASS / RANK	HOURLY (Monthly *12/2184)	BIWEEKLY (Hourly * 84)	MONTHLY
F1500	Firefighter 1st 6 months	70%	Probationary / 4th Class			
F1501	2nd 6 months Completion of 6 months service	75%	4th Class			
F1502	2nd Year Completion of 1 year service	80%	3rd Class			
F1503	3rd Year Completion of 2 years' service	90%	2nd Class			
F1504	4th Year Completion of 3 years' service	100%	1st Class			
F1505	10th Year Completion of 9 years' service	103%	10th Year			
F1515	15 th Year Completion of 14 years' service	106%	15 th Year			To be determined
F1520	20 th Year Completion of 19 years' service	109%	20 th year			
F1550	*Fire Inspector/ Educator At start	100%	1st Class			
F1551	4th Year Completion of 3 years' service	103%				
F1552	11th Year Completion of 10 years' service	106%				
F1600	*Captain 1st 6 months of appointment	112%	Trial Period Rate			
F1700	*Captain Completion of 6 months in position	122%				

NOTE:

Incremental increases shall be granted on the first day of the pay period **in which** the employee's anniversary date in the position **falls**.

*Captain index based on the 10th year fire fighter rate as a base. The remainder are based on the 4th year fire fighter monthly rate.

LETTER OF UNDERSTANDING No. 1
RE: Extra Shifts

BETWEEN **CITY OF MISSION**
(hereinafter called the "Employer")

AND **MISSION PROFESSIONAL FIRE FIGHTERS' ASSOCIATION,
LOCAL 4768 OF THE INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS**
(hereinafter called the "Union")

This Letter of Understanding is effective the date of ratification of the Memorandum of Agreement which establishes the 2020-2023 Collective Agreement.

All terms of the 2014-2019 Collective Agreement remain in effect except as varied below:

1. Straight time staffing shall only be utilized to fill full and complete duty shifts to maintain minimum staffing levels as described herein, and not be utilized for purposes of supplementing staffing above regularly scheduled staffing levels, to back-fill shortages caused by relieving regularly scheduled staff to provide other duties not normally associated with suppression duties or administrative reasons such as but not limited to special projects, unless otherwise agreed to by the Union. Any shifts less than a full and complete duty shift shall be compensated in accordance with Article 9.
2. The Employer and the Union agree that when the Employer determines that a shift requires backfilling, the following will apply:

In the case of shift coverage due to a scheduled absence of an employee or sick or injury leave of a member of the bargaining unit, the Employer will give the employees in the bargaining unit a choice to cover the shift subject to the following:

- a) All backfill shifts, excluding shifts on a general holiday, shall be paid at the special rate of straight times normal salary and shall receive the rate of pay for all hours worked subject to a minimum payment of four (4) hours. There shall be no backfilling at the special rate of straight time salary for partial shifts. Any employee requested to work a partial shift shall be compensated in accordance with Article 9.3 - Extra Shifts;
- b) All backfill shifts on a general holiday shall be paid in accordance with Article 15.1(e).
- c) Employees shall not be required to work backfill at the special rate of straight time. All backfill shifts shall be voluntary;
- d) Backfill shifts may result in an employee working up to a maximum of twenty-four (24) consecutive hours;

- e) Once the employee commits to provide backfill coverage, this is to be considered the same as a regularly scheduled work shift with the associated expectation for attendance.
 - f) Should there be no employee available to backfill scheduled shifts, the Employer may backfill shifts with qualified paid on-call fire fighters of the Mission Fire Rescue Service, for the term of this Agreement.
 - g) In order for paid on-call fire fighters to be qualified and eligible to work back fill scheduled shifts they must have and maintain the following qualifications as a minimum:
 - i. NFPA 1001, Level 2 firefighter or equivalent
 - ii. NFPA 472 HazMat Operations Level or equivalent
 - iii. First Medical Responder Level 3 (FR3)
 - iv. Auto-External Defibrillator (AED)
 - v. Spinal Immobilization
 - vi. Maintain a positive performance appraisal
 - vii. Have successfully completed their probationary period
 - h) Paid on-call fire fighters shall not be tasked with driving first response apparatus during a scheduled shift they are back filling, except where no other reasonable alternative exist and required due to bona fide operational need.
 - i) The Employer agrees the number of paid on-call fire fighters working scheduled back fill shifts, shall not be more than two (2) on any shift at any time, providing there is four (4) or more firefighters on duty, should there be less than four (4) firefighters on duty there shall be no more than one (1) paid on-call fire fighter on duty, except where no other reasonable alternative exist and required due to bona fide operational need.
 - j) The Employer and the Union agree that Mission Fire Rescue Service Operational Guideline – Back Filling of Full Time Firefighter Shifts as agreed to will provide the procedural direction.
3. Nothing in this Letter of Understanding prevents the Employer from requiring an employee to work overtime, an extra shift or a call-out shift as described in the Collective Agreement in which case the terms and conditions and the appropriate rates of pay contained in the Collective Agreement will apply.
4. This Letter of Understanding will remain in effect until written notice to cancel the letter is served by either Party during a period of collective bargaining. However, in no event shall notice be given to cancel the Letter of Understanding prior to December 31, 2019. The Letter of Understanding will remain in effective until the date of ratification of the Memorandum of Agreement that renews the Collective Agreement that is the subject of negotiations at that time.

Dated at Mission, B.C. this 4th day of May, 2021

BARGAINING REPRESENTATIVES ON
BEHALF OF THE CITY OF MISSION:



Mike Younie, Chief Administrative Officer



Mark Goddard, Fire Chief



Nick Rychkun, Assistant Fire Chief



Heather Gherman, Manager of Human
Resources

BARGAINING REPRESENTATIVES ON
BEHALF OF THE MISSION PROFESSIONAL
FIREFIGHTERS' ASSOCIATION, IAFF LOCAL
4768:



Dave Taylor, President



Rich Rangers, Vice President



Lawrence Sandford