

COLLECTIVE AGREEMENT

between

THE SALT SPRING ISLAND FIRE PROTECTION DISTRICT



and

THE SALT SPRING ISLAND FIREFIGHTERS' ASSOCIATION

LOCAL 4467

OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS



2023 - 2024

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THE SALT SPRING ISLAND FIRE PROTECTION DISTRICT

(Fire Protection District)

AND

THE SALT SPRING ISLAND FIRE FIGHTERS' UNION LOCAL 4467

OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

(the Union)

PREAMBLE:

The purpose of this Agreement is to secure for the Fire Protection District, the Union and the Employees of the Fire Protection District 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 Fire Protection District and the Union and the Employees to cooperate fully, individually and collectively, for the advancement of said conditions.

The Fire Protection District 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 Fire Protection District agrees, in the exercise of the functions of the 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 1

DEFINITIONS

- (a) “Party” shall mean either of the Parties to this Agreement.
- (b) “Union” shall mean the International Association of Fire Fighters Local 4467.
- (c) “Employer” or “Fire Protection District” shall mean the Salt Spring Island Fire Protection District.
- (d) “Bargaining Unit” shall mean all the fire fighting Employees of the Department who are Employees within the meaning of the *BC Labour Relations Code*, up to and including the rank of Assistant Chief.
- (e) “Department” shall mean the Salt Spring Island Fire Rescue.
- (f) “Spouse” – includes husband, wife and common-law spouse.
- (g) “Common-Law Spouse” – includes same sex and opposite sex individuals where the Employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least 24 months.
- (h) “Duty Shift” shall be when a Fire Protection District Employee is tasked with being available by pager to respond to all Fire Department emergencies during off-duty hours as the member responsible for answering dispatch, responding to and initial set-up of command and determining the tactical priorities during an incident in size-up unless otherwise established.
- (i) “Calendar Year” for the purposes of this Agreement shall mean the twelve (12) month period from January 1st to December 31st inclusive
- (j) "Employee", for the purpose of this Agreement, shall include:
 - i. Probationary Employee - One who is a new Employee filling a permanent position and is serving probation.
 - ii. Permanent Employee – One who has successfully completed probation and is employed in a permanent position.
 - iii. Temporary Employee - one who is hired to augment the staff, and is employed for a specific duration or specific purpose not to exceed 6 months unless mutually agreed between the Union and the Employer.
- (k) “Sick Leave” shall mean the period of time an Employee is absent from work with full pay 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 Workers Compensation Act.

- (l) “Shift” shall mean a regularly scheduled period of work consisting of either, ten (10) consecutive hours per day shift, or fourteen (14) consecutive hours per night shift, as per Article 11.01 or as defined in Article 11.02.
- (m) “Block” shall mean a regularly scheduled period of work consisting of either four (4) consecutive shifts as per Article 11.01 or as defined in Article 11.02.
- (n) “Back-fill” shall mean temporarily replacing a regularly scheduled member who is unable to be at work due to vacations, a training course, sickness, or other circumstances leaving the crews short staffed.

ARTICLE 2

BARGAINING AGENCY

2.01 Recognition

The Fire Protection District is an Employer within the meaning of the "*BC Labour Relations Code*" and recognizes that the Union is the duly certified and exclusive Bargaining Authority for all Employees of the Fire Protection District, Salt Spring Island, British Columbia.

Further that this Agreement shall cover all Employees of the Fire Department except:

- 1. The Fire Chief
- 2. Deputy Chief
- 3. Volunteer/Paid-on-Call Fire Fighting personnel.
- 4. Clerical Administrative Staff

2.02 Meetings

- a) The Fire Protection District and the Union will meet at such times and place as may be mutually agreed upon for the purpose of discussing working conditions and adjusting any matters within the confines of this Agreement.
- b) In the event of discussions being considered necessary by either Party during the term of this Agreement relating to new classifications, rates of pay, hours of work, or other working conditions not provided for in this Agreement, it is agreed that either Party shall meet the other Party in order to carry out such discussions, as soon as possible, and in any event, not later than seven (7) days from the date of written request by one Party to an officer of the other Party, unless additional time is mutually agreed to by the Parties.
- c) The Parties shall comply with the provisions of Section 54 of the *BC Labour Relations Code*.

2.03 Bargaining Authority

- a) The Fire Protection District agrees that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement.
- b) The Employer shall not implement new classifications, without concluding negotiations and achieving mutual agreement on wages and working conditions pertaining to the classification with the Union. Such agreement shall be appended to the Collective Agreement unless mutually agreed otherwise.

ARTICLE 3

EMPLOYER'S RIGHTS

3.01 Management and Direction

The management, operation and the direction of the working force is vested exclusively in the Fire Protection District, provided however, that this will not be used for the purpose of discrimination against Employees and provided that it is not contrary to articles in this Agreement.

3.02 Hiring and Discipline

The Fire Protection District shall have the right to select, promote, discipline or discharge its Employees for proper cause, provided that Employees shall retain the right to appeal under the Grievance Procedure contained within this Agreement.

3.03 Minimum Staffing

It is agreed that all apparatus deployed as the first response shall be staffed with a Union Captain and a Union pump operator / firefighter as a minimum, excluding members from the prevention and training branch. This coverage will be twenty-four (24) hours a day, seven (7) days a week.

In addition to the above, there shall be one (1) Assistant Chief to assist with Operations, Training and Prevention, day shift only, working a 35-hour week, excluding holidays.

3.04 Number of Permanent Employees

The Fire Protection District shall have the right to declare the number of Employees who shall be classified as permanent Employees beyond the agreed upon minimum staffing levels.

ARTICLE 4

UNION SECURITY

4.01 Cooperation

- a) The Fire Protection District will cooperate with the Union in obtaining and retaining members, the Employees as defined in this Agreement and it is agreed that all Employees who are at present members of the Union shall remain so as a condition of employment. It is further agreed that persons who are hereafter employed shall become members of the Union on the first (1st) day of the month coincident with or next following the date of appointment and shall remain as members of the Union as a condition of employment. This section shall apply only to those persons engaged to fill regular and permanent positions for which the Union is the certified bargaining authority.
- b) In the event the Union is intending to suspend a member for non-maintenance of membership, or for any other reason, the Fire Protection District shall be notified by the Union in writing at least seven (7) days before such a suspension is to take place.

4.02 Check-Off

The Fire Protection District agrees to the check-off of all dues of the Union in accordance with the Constitution and By-laws of the Union. All Employees from the beginning of the first full month shall be required to assign the wages for the payment of an amount equal to the regular monthly Union dues and any assessments that may occur from time to time as approved by the Union.

The Union agrees to advise the Fire Protection District of the amounts of such dues and assessments as may be determined from time to time by said Union. The Fire Protection District, upon receipt of such advice from the Union in writing, shall thereupon deduct from the earnings of the Employees such dues, and together with a list of those Employees from whom such deductions were made, shall remit such deductions to the Union bank account, via direct deposit, not later than the fifteenth of the month following the month in which the deductions were made.

4.03 Discrimination

The Parties to this Agreement agree not to discriminate against any Employee because of **Indigenous identity**, race, colour, **ancestry**, place of origin, **physical or mental** disability, sex, **sexual orientation**, **gender identity or expression**, age, religion, **family or** marital status, membership or activity in a Union, or political affiliation or activities.

4.04 Indemnification of Members and Protection from Civil Action

The Employer agrees to provide protection and provisions for the indemnification of members for all costs incur as the result of necessary and reasonable legal costs in the defense of civil litigation, and to provide members security from litigation as a result of the performance of their duties. The Employer will hold Employees safe and harmless from litigation bearing all costs and responsibility of the outcomes of same.

ARTICLE 5

ADJUSTMENT OF GRIEVANCES

Should any difference arise between either Party of this Agreement concerning its interpretation, application, operation or alleged violation thereof, there shall be no stoppage of work or change of personnel on account of such differences which shall be the subject of collective bargaining between the Union and the Fire Protection District to be finally and conclusively settled under, and by the following procedures.

5.01 Grievance Steps

First Stage

Any grievance shall in the first instance be taken up with the Fire Chief, giving full particulars in writing, within seven (7) calendar days of the Union being made aware of the grievance. In any case where an Employee is prevented from submitting a grievance within the time limit set forth as the result of any authorized leave of absence, the said time limit shall be extended in order to provide the Union with seven (7) calendar days exclusive of the period of absence in order to submit the grievance.

Second Stage

If the alleged grievance is not resolved in writing by the Fire Chief within seven (7) calendar days, the matter shall be referred to the **Chief Administrative Officer (CAO)** of the Salt Spring Island Fire Protection District who shall meet with the Union for the purpose of hearing evidence to resolve the grievance within seven (7) calendar days of the date of the Fire Chief's letter.

Third Stage

If the alleged grievance is not resolved in writing by the **Chief Administrative Officer** of the Salt Spring Island Fire Protection District within seven (7) calendar days, the matter shall be referred to a committee of Board of Trustees of the Salt Spring Island Fire Protection District who shall meet with the Union for the purpose of hearing evidence to resolve the grievance within fourteen (14) calendar days of the date of the **CAO's** letter.

Final Settlement

If no settlement is reached with the Board of Trustees of the Salt Spring Island Fire Protection District within seven (7) calendar days after referral of the grievance, then the grievance shall be conclusively settled without stoppage of work by submission to a Board of Arbitration.

5.02 Arbitration

A Board of Arbitration shall consist of three (3) persons, one to be chosen by each Party, the third, who shall be Chair, to be selected by the two (2) so appointed. The representatives of the Parties concerned must meet within seven (7) calendar days of appointment and are allowed a further five (5) calendar days to agree upon a Chair. If they fail to agree upon a Chair, either Party may apply to the Director of the Collective Agreement Arbitration Bureau to appoint a Chair. 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 *BC Labour Relations Code*.

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.

5.03 Time Limits

If one Party is unable to meet within the stipulated timeframe, then the other Party may refer the matter to the next step. Time limits may, however be extended by mutual consent of the Parties to this Agreement.

5.04 Policy Grievances

Grievances arising from Fire Protection District or Department policy and/or guidelines shall omit step one of the grievance procedure and commence at step two of the grievance procedure.

5.05 Union Representation

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, the Union shall be notified if verbal disciplinary action is to be taken against an Employee in the bargaining unit and shall be given a copy of any written notification of disciplinary action that will form part of an Employee's disciplinary record.

5.06 Discipline or Dismissal

The Employer shall not dismiss or discipline an Employee bound by this Agreement except for just and reasonable cause. Employees shall not suffer loss of wages or benefits during an investigation or the period of time involved in the adjustment of grievances. The presumption of innocence shall prevail unless proven otherwise.

ARTICLE 6

PREVAILING RIGHTS, REGULATIONS AND POLICIES

All rights, privileges and working conditions enjoyed by the Employees, at the present time, which are not specifically included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

Any changes to the prevailing rights, regulations and policies, shall be done by way of Letter of Understanding, between the Employer and the Union and remaining full force during the remaining term of this Agreement.

ARTICLE 7

SENIORITY

7.01 Seniority List

Seniority is defined as the length of full-time service in the Fire Department. Employee's age shall govern the seniority of Employees commencing employment on the same day. Seniority shall be considered in determining preference for promotions, transfers, demotions, lay off, recall and appointments as set out in other provisions of this Agreement.

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

Temporary Employees shall not accumulate seniority.

7.02 Probation

It is agreed that any Employees hired by the Fire Protection District shall be subject to a six (6) month probationary period from the date of hiring. The probationary period may be extended for up to an additional six (6) months upon mutual agreement between the Fire Protection District and the Union. A probationary Employee may be discharged if their performance is deemed unsuitable for the position.

7.03 Loss of Seniority

An Employee shall only lose seniority in the event:

- (1) An Employee is discharged for just cause and is not reinstated;
- (2) An Employee resigns;

- (3) An Employee is absent from work without sufficient cause or without notifying the Employer unless such notice was not reasonably possible, the Employee shall not accrue seniority for the period of such absence;
- (4) The Employee fails to return to work within ten (10) working days following a lay-off and after being notified by registered mail to do so, unless due to sickness or other just cause. The ten (10) working days commences on the date the Employer registers the notification of recall. It shall be the responsibility of the Employee to keep the Employer informed of the Employee's current address;
- (5) The Employee is laid off for a period longer than twenty-four (24) months;
- (6) Upon Retirement.

ARTICLE 8

VACANCIES, PROMOTIONS AND TRANSFERS

8.01 Transfer Out of The Bargaining Unit

No Employee shall be transferred to a management position outside the bargaining unit without the Employee's consent. If an Employee voluntarily transfers to such a position, the Employee shall retain their seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. Should an Employee return to the bargaining unit within a six (6) month period they shall be permitted to return to their former classification without any loss of seniority. Any Employee(s) hired as a result of the original appointment shall be provided lay-off in accordance with all provisions of this Collective Agreement.

8.02 Job Postings

Prior to filling a job vacancy or filling any newly created positions, all such vacancies or newly created positions, temporary or permanent, shall be posted on all bulletin boards for seven (7) calendar days. Positions may be advertised in the media simultaneously with the bulletin board posting.

If the Employer deems it necessary to fill the vacancy for the seven (7) calendar days the Employer may employ Employees other than permanent Employees without posting, provided there is no qualified Employee available. Temporary and/or permanent postings of more than seven (7) calendar days shall be filled from within the permanent Employees, where there is a candidate willing to do so.

Appointments from within the bargaining unit shall be made within twenty-one (21) calendar days of the posting being made known. Employees shall retain the right to appeal under the grievance procedure contained in this Agreement.

8.03 New Employees

If an Employee is successful during probation and continues on a permanent basis, the Employee's seniority shall date back to the first day of full-time employment.

8.04 Promotions

It is agreed that, wherever and whenever possible, vacancies covered by this Agreement whether for an existing or newly created position shall be filled from the existing membership of the Union at the time the vacancy arises. All such promotions shall be determined by seniority, consistent with ability and proficiency.

In all cases of promotion or demotion, where the competency, efficiency, ability and physical capabilities of Employees are relatively equal, seniority shall determine the promotion. A fair and adequate opportunity shall be given to all members of the Union to qualify for promotion.

- (1) Each wage increment movement of a Fire Fighter within Schedule 'A' is not deemed to be a promotion and is achieved as a result of length of service.
- (2) All qualified applicants shall submit to the Fire Chief their application in writing for a competition in a promotion.
- (3) Employees appointed, promoted or transferred shall serve a six (6) month period of probation from the date of employment, promotion or transfer. Time spent in a temporary or acting capacity of the position in question shall accumulate and contribute towards the probationary period required in that position. If during the six (6) month probationary period, the Employee proves unsatisfactory in the position, is unable to perform the duties of the new classification, or of the Employee wishes to return to the previous classification, the Employee shall relinquish the new position but shall have the privilege of reverting to the Employee's former classification without loss of seniority. It is understood a move to return to a former position may result in the bumping of another member.

8.05 Transfers

In the event of a job opening which the Employer wished to fill by lateral transfers, such a transfer shall be made in accordance with the following provisions:

- (1) In the event there are two (2) or more Employees whose qualifications are equal, seniority shall prevail.
- (2) The Employees who have been awarded a bulletin transfer must remain in the position for at least six (6) calendar months from the date of appointment before applying for any other posted position. This shall not apply in the case of an Employee returning to their original position.

ARTICLE 9

DISMISSAL AND LAY-OFF

9.01 Lay-off and Recall

The Employer has the responsibility to determine, in consultation with the Union, which positions are to be laid off. In the event of a reduction in staff of permanent Employees, the overall Fire Department junior Employee shall be laid off.

The Employer shall give an Employee who is to be laid off, at least thirty (30) calendar days notice of lay-off, or pay in lieu of notice.

A laid-off Employee shall have recall-to-employment and back-fill rights for twenty-four (24) months, and during this period shall be recalled to the classification from which laid off if a similar or a new position becomes available and have first rights of refusal should any position become available with the Employer. This shall include any vacancies due to vacations, training, sick days, or any other circumstances leaving the crews short staffed. Seniority shall govern in the event of a recall of permanent Employees.

9.02 Suspension

Any Employee may be suspended immediately for conduct which in the opinion of the Fire Chief is prejudicial to the efficiency of the Fire Department; however their pay shall continue from the date of such suspension, subject to the grievance procedure.

All notification of dismissal or suspension shall be in writing to the Employee with a copy to the Union.

ARTICLE 10

JOB SECURITY

10.01 Contracting Out

The Employer shall not lay off any permanent Employee covered by this Agreement as a direct result of the Employer contracting out any of its present work or services, provided that this is not to be construed that the provisions of the Volunteer Fire Service presently enjoyed by the Fire Protection District, is contracting out of work or service. Volunteer, Auxiliary or Paid-on-Call fire fighters shall not be scheduled to regular hours of work, and shall only be utilized in an emergency volunteer, auxiliary or Paid-on-Call, response to emergency incidents.

10.02 Role of the Volunteer Fire Fighters

Volunteer, Auxiliary or Paid-on-Call members of the Department shall not be utilized to perform or fulfill the role of members or the regular duties of the Union unless otherwise mutually agreed to by the Union.

It is understood that the Volunteer, Auxiliary and/or Paid-on-Call members work in support of the full-time permanent Employees.

10.03 Amalgamations, Mergers and Annexations

The Employer shall provide protection for and the preservation of work opportunity, seniority, wages and working conditions and benefits, of the members of IAFF Local 4467 in the event of a merger, amalgamation, incorporation as a municipality regionalization and/or annexation of the Fire Protection District taking place, as reflected within this Agreement.

ARTICLE 11

HOURS OF WORK

The hours of work for Fire Department Employees shall be as follows:

11.01 Operational Employees (8-day week schedule)

Operational Employees normally scheduled in an eight (8)-day week cycle shall work an average of forty-two (42) hours per week. In accordance with the *Fire Department Act*, the block will consist of two (2) consecutive ten (10) hour day shifts commencing at 08:00 hours, immediately followed by twenty-four (24) hours off duty, immediately followed by two (2) consecutive fourteen (14) hour night shifts commencing at 18:00 hours and then four (4) days off. Transfers to and from this schedule shall be balanced in accordance with this fifty-six (56)-day cycle, January 2, 2021 being day one of the cycle.

11.02 Operational Employees (Other)

Operational Employees normally scheduled in a format differing from the eight (8) day week schedule shall work the equivalent two hundred eighty (280) hours over a fifty-six (56) day cycle, in a schedule acceptable to both the Employee and the Employer. Transfers to and from this schedule shall be balanced in accordance with this fifty-six (56) day cycle.

11.03 Flexible Working Hours

In order to accommodate bona fide operational issues, the specific starting times of shifts may be flexible by mutual consent. Regular scheduled hours may be flexible upon mutual agreement between the Parties and where possible thirty (30) days' notice. Notwithstanding the provisions contained above, operational Employees shall be encouraged to attend each Tuesday between 19:00 hours and 22:00 hours inclusive.

11.04 Stand-By Duty Shift

Employees agreeing, when requested by the Fire Chief, to take on the responsibility of Duty Shift shall be paid an additional amount equal to thirty-three (33) percent of an Assistant Chief's hourly rate for each hour of such scheduled Duty Shift.

Employees shall receive Call Out, as per Article 11.07, when requested to respond by the Chief or their designate, to a call out while off duty.

11.05 Overtime

All work performed outside of regular working hours shall be considered overtime and shall be paid at the rate of one and one half-times (1.5 x) the Employee's regular rate of pay. Overtime shall be calculated in fifteen (15)-minute intervals rounded up to the next nearest interval.

11.06 Shift Extension

Overtime immediately following and concurrent with the end of a regularly scheduled shift shall be known as shift extension and shall be paid at the rate of one and one half-times (1.5 x) the Employees' regular rate of pay for time worked in excess of fifteen (15) minutes beyond the regular or designated duty shift. Shift extension time shall be calculated in fifteen (15) minute intervals, for each portion of fifteen (15) minute interval worked and shall include the first fifteen (15) minutes for calculation purposes when shift extension exceeds fifteen (15) minutes and rounded up to the next nearest interval. Where shift extension is less than fifteen (15) minutes the time shall not be compensated.

11.07 Call-Out

When an Employee is requested to respond, by the Fire Chief or designate, while off-duty it shall be known as call-out. Call-out shall be paid at the rate of one and one half-times (1.5 x) for the first two (2) hours and double (2x) the regular rate of pay thereafter, for a minimum of two hours, then in 15-minute intervals for each portion of each additional fifteen (15)-minute interval worked rounded up to the next nearest interval.

Once an Employee has been relieved of duty and called to work again it shall be deemed a separate call-out, except where the additional call-out occurs within two (2) hours of the start of the previous call.

11.08 Meetings and Courses

Employees who are requested to attend Department meetings, Department required courses, and conventions or matters on behalf of the Department on regular days off will be provided the equivalent of straight time off by means of Days in Lieu. Such time may be accumulated and taken at a time mutually agreed to by the individual and the Fire Chief.

11.09 Impact on Pension Calculations

All overtime pay-out shall be included for pension calculations and reported to the pension corporation as pensionable income on behalf of Employees by the Employer.

11.10 Overtime Bank

A maximum of one (1) block or shift may be accumulated and taken at a time mutually agreed to by the individual and the Fire Chief. Scheduling of time off shall not be unreasonably denied but may be restricted due to bona fide operational reasons. Accumulated overtime in excess of one (1) block shall be paid out in full during the next complete pay period.

Employees may request such banked time be paid-out in writing to the Fire Chief and shall be paid upon completion of the next complete pay period. Payment of banked overtime shall be paid at the rate at the time it is claimed. Banked overtime shall be reconciled as paid out or scheduled time off by no later than December 1st of each year with any payment differential be received by Employees in the first full pay period of December except as follows:

By mutual agreement, Employees may carry over a maximum of one (1) block to augment the next year's vacation allotment as time off. Such request must be received in writing by the Fire Chief no later than November 30th in each year.

ARTICLE 12

TRAINING

12.01 Increasing Skill Demands

The Parties to this Agreement agree that the opportunity to participate in training shall increase according to demands for additional qualification requirements of each position and to the length of service of the individual Employee.

12.02 Seniority

It is recognized that when an opportunity to take training is available the member whom that responsibility falls under shall be eligible for the training, as outlined in the Department's Operational Guidelines. If two (2) or more Employees are eligible to take training, the Employee with the most seniority will be awarded the option to take the course, if arrangements can not be made to have both members attend.

12.03 Tuition and Associated Costs

An Employee shall be granted leave without loss of regular pay, benefits or seniority when participating in training courses and/or programs at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance and registration fees, laboratory fees and course required books, necessary traveling, meals and subsistence expenses and other legitimate expenses where applicable.

12.04 Certified Instructor Premium

An Employee who is designated by the Fire Chief, or designate, to provide instruction or evaluation to other firefighters shall be compensated one (1) hour's pay at straight time for each shift or part shift that the Employee is so required to instruct.

ARTICLE 13

STATUTORY HOLIDAYS

13.01 Statutory Holiday

All Employees covered by this Agreement are entitled to the following Statutory Holidays as a day off with pay:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

And any or all days that may be declared a statutory holiday by **the Salt Spring Island Fire Protection District or future municipal replacement, Government of the Province of British Columbia, or the Government of Canada**. When one of these statutory holidays falls on an Employee's normal scheduled day off, the Employee shall receive a day off with pay in lieu of such holiday.

Days off in lieu including those accrued in 13.02 shall be selected individually throughout the calendar year they were accrued. Such selection shall be made through mutual agreement between the Employee and the Fire Chief or designate, with a request for such selection coming via written notice. The request will not be unreasonably denied.

Should a member resign or retire, they will be required to repay the stat days off in lieu. Such repayment is pro-rated based on time worked.

13.02 Statutory Holiday Pay

In addition to section 13.01 above, any Employee covered by this Agreement required to work on any of the statutory holidays shall be paid at time and one-half (1 ½) their regular rate of pay for each of the hours that the Employee is on duty for such statutory holiday. If an Employee is required to work on a Statutory Holiday they shall be provided an alternative day to book off duty in addition to the pay received for working that Holiday. No Employee shall receive holiday pay for a statutory holiday unless the Employee has been continuously employed for a period of fifteen (15) calendar days in the thirty (30) calendar day period immediately preceding the holiday.

13.03 Pyramiding Benefits

In the event that a premium pay such as over-time, acting pay etc. contributes to the calculation, pyramiding of pay benefits shall be permitted.

13.04 Stand-by on a Statutory Holiday

Stand-by pay for Duty Officer shall be at two times the scheduled rate prescribed in section 11.4 above when an Employee is scheduled as stand-by on Statutory Holidays.

ARTICLE 14

VACATIONS

14.01 Annual Vacations

Paid annual vacations for all Employees covered by this Agreement shall be granted as follows:

- (a) For the purpose of this Article, calendar year shall be the period January 1st to December 31st, inclusive.
- (b) Employees during the first (1st) calendar year of service shall accumulate one (1) working day for each completed month of employment, or major fraction thereof, to a maximum of ten (10) working days. Employees shall receive an annual vacation equivalent to the accumulated working days at the Employee's regular rate of pay or four percent (4%) of the Employee's annual gross earnings, whichever is greater.

Employees who have been employed for less than a calendar year, but are on payroll **on** January 1st, shall be considered to have completed their first (1st) calendar year of service.

- (c) Employees shall be granted annual vacation in accordance with the following schedule:
 - During the 2nd year and each subsequent year up to the completion of 5 years, Employees shall be granted three (3) weeks,
 - During the 6th year and each subsequent year up to the completion of 10 years, Employees shall be granted four (4) weeks,
 - During the 11th year and each subsequent year up to the completion of 15 years, Employees shall be granted five (5) weeks,
 - During the 16th year and each subsequent year of service, Employees shall be granted six (6) weeks.
- (d) If Employees are unable to schedule any part of their annual vacations due to bona fide operational reasons, that part of the Employee's vacation time shall be paid out in full.

14.02 Approved Leave impact on Annual Vacations

When an Employee qualifies for sick leave, bereavement, or any other approved leave while an Employee's is off on vacation time, there shall be no deduction from vacation credits for such absence. The vacation shifts so displaced shall either be added to the approved leave concurrently or reinstated for use at a later date, at a mutually agreed upon time between the Employer and the Employee.

Notwithstanding the above paragraph, the Employer may require a doctor's note or an affidavit to be sworn to by the Employee, claiming sick leave credits while on annual vacation.

14.03 Vacation in Retirement Year

During the year in which an Employee claims pension benefits the Employee shall be entitled to the full value of vacation leave benefit entitlement of that year regardless of when during the year they retire from the Fire Department.

14.04 Wages While on Vacation Leave

For the purpose of this Article, Employees shall be paid their normal regularly scheduled earnings for the period(s) of time on annual vacation. All other vacation entitlement pay for that calendar year shall be paid as a vacation pay adjustment within ten (10) working days following the end of that calendar year.

14.05 Vacation Scheduling

Vacation schedules shall be posted by February 1st of each year on the bulletin board, and Employees shall mark in their requested weeks, based on seniority by March 31st. Employees submitting vacation requests after March 31st will be review on a one on one basis by the Fire Chief and will, where possible, be accommodated, based on the departments operational needs at the time. The final decision as to vacation allotments shall rest with the Employer, but no request shall unreasonably be denied. The Fire Chief shall have the authority to cancel scheduled vacations for bona fide operational requirements, however any expenses incurred by an Employee as a result shall be reimbursed by the Employer upon proof of expense. Each Employee shall schedule one (1) vacation block to be taken prior to May 1st and one (1) vacation block to be taken after October 1st of each year.

14.06 Vacation Carry-Over

By mutual agreement Employees may carry over a maximum of one (1) block of vacation allotment to the next year's annual vacation allotment, such request to be made no later than the 30th day of November in each year. However, any carry-over of banked overtime as per Article 11.10 shall not be taken consecutively or in conjunction with this carry-over without the approval of the Fire Chief. Such carry-over allotment shall be paid at the prevailing rate at the time taken.

14.07 Supplemental Vacation

After the completion of twenty (20) years service, an additional twenty (20) shifts shall be granted in each five-year period and each subsequent five-year period thereafter for Employees.

Supplemental vacation days must be taken within five (5) years of the date granted.

Such leave shall not be unreasonably denied providing request has been received fourteen (14) days in advance and in writing.

With at least fourteen (14) calendar days' notice, Employees may elect a payout for all, or partial, supplementary vacation entitlement remaining.

ARTICLE 15

SICK LEAVE

15.01 Sick Leave Entitlement

All Employees shall be granted eighteen (18) days/shifts sick leave with each year of continuous service on the basis of one-and one-half day/shift per month on the completion of **90 consecutive calendar days** service, credited as an advance.

15.02 Individual Sick Leave Bank

Employees shall accumulate the balance of all unused annual sick leave entitlement to an Individual Sick Leave Bank up to a maximum of one hundred and fifty (150) days/shifts.

15.03 Coverage for Employees without Sick Bank Entitlements

In the event that an Employee's accumulated sick leave opportunity becomes depleted through prolonged sickness or injury, same may be extended by the Employer, depending upon the circumstances and merits of the case or if approved by the Fire Chief, members may be permitted to work another Union members days/shifts where qualified to do so, and operational requirements are not impaired, or a combination of both may take place upon mutual agreement between the Parties.

15.04 Recovery of Sick Cost from Third Party

An Employee who has received sick leave benefits for injuries caused by a third party, shall be obliged to reimburse the Employer to the extent the Employee succeeded in recovering such benefits against a third party.

The Employer shall reimburse the Individual and/or Union Sick Leave Banks the amount of money paid out of the plan on the Employee's behalf in proportion to the total amount of money recovered and adjust the total sick leave day/shift accumulation accordingly.

ARTICLE 16

LEAVE OF ABSENCE

16.01 Leave For Union Business

- 1) 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 Fire Protection District, or with respect to a grievance, provided the Union has obtained the prior approval of the Employer. Such approval shall not be unreasonably withheld.
- 2) It is agreed that Designated Official Representatives of the Union may be granted leave of absence without pay, to attend Union Conventions or perform any other functions on behalf of the Union and its affiliation, provided that not more than two (2) Union representatives shall be away at any one time and provided that prior approval of the Employer has been obtained. Such leave of absence shall not affect the Employee's seniority and/or benefits contained in this Agreement.

16.02 Bereavement Leave

An Employee shall be granted up to a total of five (5) working days leave without loss of pay in the case of a death of a parent, spouse, **sibling**, child, **parent-in-law**, **sibling-in-law**, natural grandparents and grandchildren. Where the burial occurs beyond the boundaries of Salt Spring Island, reasonable time may be allowed at the Employer's discretion providing this discretion is not unreasonably applied, such traveling time, not to exceed seven (7) days without loss of pay.

16.03 Pallbearer's Leave

One (1) day leave shall be granted without loss of pay to attend a funeral as a pallbearer. Where the burial occurs beyond the boundaries of Salt Spring Island, reasonable time may be allowed at the Employer's discretion, providing such discretion is not unreasonably applied, such traveling time, not to exceed three (3) days without loss of pay.

16.04 Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or court witness in any Court. The Employer shall pay to the Employee their normal earnings. The payment the Employee receives for jury service or court witness, excluding payment for traveling, meals, or other expenses shall be handed over to the Employer, together with proof of service and the amount of pay received. The Employer agrees that where any Employee is required to serve as a witness on behalf of the Fire Protection District or as a result of their work on behalf of the Fire Protection District, the Employee shall receive the Employee's regular rate of pay, provided that any monies received for witness duties would be turned back to the Fire Protection District.

16.05 New Child Leave

A full-time permanent Employee, who is not on Sick Leave pursuant of Article 15, or on any other Leave of Absence pursuant to Article 16, will be granted one full day's leave with pay on the day of the birth of their child or the day scheduled to receive a child through adoption.

16.06 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any Employee requesting such leave of absence for good and sufficient cause, such request to be in writing and approved by the Employer. Such leave shall not be unreasonably denied. Bona fide operational concerns are justifiable reasons for denying such requests.

16.07 Maternity Leave / SEIB (Supplemental Employment Insurance Benefit)

For this Article “parent” includes a natural, adoptive, or same sex parent

A. Length of Leave

(i) Maternity Leave

A pregnant Employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave. In the event the birthing parent dies or is totally disabled, an Employee who is a parent of the child shall be entitled to both maternity and parental leave without pay.

(ii) Parental Leave

The non-birthing parent, including an adoptive parent, shall be entitled to up to sixty two (62) consecutive weeks of parental leave without pay. The Employee shall take the leave within seventy eight (78) weeks of the child's birth or date the child comes into the care and custody of the Employee.

(iii) Extensions – Special Circumstances

An Employee shall be entitled to extend leave without pay where a physician certifies:

- (a) the birth parent is unable to return to work for medical reasons related to the birth;**
- (b) the parent is unable to return to work because the child suffers from a physical, psychological, or emotional condition requiring an additional period of parental care**

(iv) Maximum Allowable Leave

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be seventy eight (78) continuous weeks plus any other additional leave pursuant to 16(A).

(v) Additional Parental Leave

The Employee is entitled to any additional parental leave as outlined in the *BC Employments Standards Act*.

B. Notice Requirements and Commencement of Leave

- (i) 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.**
- (ii) An Employee shall provide written notice, at least four (4) weeks in advance of the intended commencement date of the maternity and/or parental leave. In the case of adoption of a child, the Employee shall provide as much notice as possible.**
- (iii) Where the duties of a pregnant Employee cannot reasonably be performed because of the pregnancy, an appropriate accommodation shall be explored between the Parties prior to the Employer requiring the pregnant Employee to commence maternity leave before their scheduled leave. In such cases, the Employee's previously scheduled leave period will not be affected.**
- (iv) An Employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the Employee intends to return to work.**
- (v) 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.**
- (vi) Where a pregnant Employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.**

C. Return to Work

On resuming employment, an Employee shall be reinstated to their previous position or a comparable position if their previous position has been eliminated. For the purposes of pay increments, and benefits referenced in Article 18 and vacation entitlement under Article 14.01, maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an Employee may elect not to take that portion of vacation which is unpaid.

D. Sick Leave

- (i) An Employee who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.**
- (ii) An Employee while on maternity leave or parental leave shall not be entitled to use sick leave benefits during the period of leave.**
- (iii) Notwithstanding (ii), an Employee on maternity leave or parental leave who has notified the Employer of their intention to return to work pursuant to Article 16.08 C and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to a pregnancy, shall be entitled to use accrued sick leave benefits commencing on the first day on which the Employee would otherwise have returned to work.**

E. An Employee shall not earn (accrue) statutory holiday entitlements while on maternity or parental leave, seniority shall continue to accrue while on such leave of absence.

F. Benefits

- (i) Dental, EHB and Group Life Insurance benefits shall continue uninterrupted during the period of time the Employee is on maternity or parental leave and the Employee shall make arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost shared.**
- (ii) Pension contributions will be made in pursuant to the provisions of the Municipal Pension Plan.**

G. Supplementary Employment Insurance Benefits [SEIB]

- (i) The SEIB Plan is intended to supplement the Employment Insurance benefits received by an Employee while they are temporarily unable to work as a result of giving birth.**
- (ii) Birthing parents who are entitled to maternity leave as provided in Article 16.08 of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.**
- (iii) Subject to the approval of the Employment Insurance Commission, non-birthing parents who, due to the death or total disability of the birthing parent, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.**
- (iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefits plus any other earnings received by an Employee and ninety-five percent (95%) of their gross weekly earnings and is paid the first seventeen (17) weeks of leave provided the Employee continues to receive Employment Insurance benefits. The Employee will be eligible for SEIB payments for up to eleven (11) additional weeks provided: they continue to receive Employment Insurance benefits, they are unable to work due to a valid health reason related to the birth of the child, and they provide medical evidence satisfactory to the Employer.**
- (v) Should an Employee resign prior to the expiration of their maternity or parental leave, or fail to remain in the employ of the Employer for at least six (6) months after their return to work, the Employer shall recover monies paid pursuant to the SEIB Plan on a pro-rated basis.**
- (vi) 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.**
- (vii) 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 this SEIB Plan, the Employer does not guarantee any specific level of earnings but rather is liable only for the payment**

of the benefit as described above. The Employer, under no circumstances, will be responsible for any payback arising from changes to or the application of the tax regulations.

H. Seniority

Seniority shall continue to accrue to the credit of the Employee taking leave under this Article.

ARTICLE 17

CLOTHING

17.01 Annual Uniform Issue

All Employees shall be entitled to the following annual issue of uniforms at the expense of the Employer which will be issued by March 30th of each year

- 4 Uniform shirts with shoulder flashes
- 1 Dress shirt with shoulder flashes (color dependant on rank)
- 4 Navy blue, or white t-shirts with department logo
- 4 Pair navy pants (CAFC standard design or equivalent)
- 1 Pair black boots or oxfords c/w safety toes and non slip soles
- 2 Ball caps with department logo

Individual Employees and the Employer upon mutual agreement may vary the quantities issued of the items above, provided no additional cost to the Employer is incurred. Reasonableness shall prevail if an Employee has a uniform accumulation and a case can be made that additional uniform is not required, provided however the Employee has at least one complete set of uniform in good and near new repair in their possession.

17.02 Discretionary Uniform Issue

The following uniform items will be issued to all Employees initially at their time of hire, and replaced at the discretion of the Fire Chief on an “as needed basis” and at the expense of the Employer:

- 1 Complete dress uniform
- 1 Jacket with removable lining so that the jacket can be worn year round, complete with shoulder flashes
- 1 Salt Spring Island Fire Rescue Uniform cap badge or equivalent
- 1 Belt
- 1 Identity badge for off duty identification
- 1 Navy blue wool sweater with Department Logo
- 1 Down vest with Department Logo
- 1 Reflective Gortex wind breaker with shoulder flashes
- 1 Pair rain pants

All of the above items in this article shall be immediately replaced if they are damaged and worn to the point of not providing the Employee with an appearance of being professionally attired with a uniform in good quality and near new repair. Articles may be repaired if it is possible to provide same.

17.03 Personal Protective Equipment

The Employer shall provide all Employees with protective clothing, which shall include approved; safety boots, helmet, service coat and pants, balaclava, gloves and a flashlight, and such other equipment as may be recommended by the Fire Chief. All such protective clothing and equipment shall be returned to the Employer when the Employee ceases to perform such duties as would necessitate the use of same. Protective Clothing shall conform to the provisions of *Workers Compensation Act BC Reg 296/97*.

All personal protective clothing shall be cleaned in accordance with Workers' Compensation Board and Industrial Health and Safety Regulations at the expense of the Employer.

17.04 Cleaning Allowance

An account shall be set-up at a local Dry Cleaners and an individual garment bag shall be assigned to all Employees. It shall be the Employees' responsibility to ensure that their individual dry cleaning bag is available for pick-up, at their scheduled Fire Station, on the first (1st) and third (3rd) Friday of the month. Except for extenuating circumstances, the regular allotment for dry cleaning shall be:

- (a) Two (2) shirts per block;
- (b) Two (2) pants per block;
- (c) Dress uniform twice annually;
- (d) Work jacket twice annually; and
- (e) Any other department issued garment, shall be dry cleaned as seen fit by the Fire Chief.

ARTICLE 18

EMPLOYEE BENEFITS

18.01 Plan Carriers and Coverage

In all cases the Union shall be consulted on choice of carriers and coverage shall not be altered without the approval of the Union should the Employer wish to change carriers.

All Plan coverages referred to in Article's 18.01, 18.02, 18.03, **and 18.04** shall provide coverage for all members of the immediate family and children dependents to the age of **21** or to the age of 25 when attending school. **Notwithstanding this eligibility statement, it is the service provider plan (as agreed to in 18.01 above between the parties) definitions of service particulars which are adhered to.**

The Employer agrees that Basic Medical, Extended Health Care, Dental, Life, AD&D, Sick Leave plans will be improved as they become available.

18.02 Medical Health Plan

Every Employee covered by this Agreement shall, beginning with the first full month of employment, be entitled to protection of the Medical Services Plan of British Columbia the full cost of which shall be borne by the Employer.

18.03 Extended Health Benefit Plan

Every Employee covered by this Agreement shall, beginning with the first full month of employment, be enrolled in an Extended Health Care Plan, the full cost of which is borne by the Employer. This will include coverage for:

- 80% coverage of prescription drugs with 100% of all other benefits, no deductible;
- Prescription drugs up to \$25,000 per person/calendar year;
- Vision care reimbursement of up to \$400 in any 24 months period;
- Coverage for annual eye examinations up to **\$125** every twenty-four months and **\$125/child** every 12 months;
- Emergency out-of-province medical coverage;
- Assure or similar Card for prescription medicine purchase;
- Participation is a condition of employment if proof of similar coverage elsewhere not provided;
- Physiotherapy, Massage Therapy, Chiropractic, Acupuncture, and Naturopathy, individual coverage of \$500.00 per specialty/person/calendar year maximum;
- **Psychological Services up to \$3000/per calendar year**
- Hearing aids up to **\$1250/person** every 60 months

18.04 Dental Plan

The Employer agrees to provide a dental plan as a condition of continued employment for all Employees beginning with the first full month of employment, the full cost of which shall be borne by the Employer. The dental plan coverage provided for Employees is:

- Basic Dental Plan "A" with the plan paying one hundred percent (100%) of the cost of basic dental procedures.
- Dental Plan "B" with the plan paying fifty percent (50%), of the cost of major restorative services.
- Dental Plan "C" with the plan paying fifty percent (50%) of the cost of orthodontic services **to a maximum of \$5000 for each individual insured.**

18.05 Group Life Insurance Plan

The Parties hereto mutually agree that all Employees covered by this Agreement shall participate in the Group Life Insurance Plan provided by the Employer beginning with the first date of employment, and shall continue to participate in the said Group Life Insurance Plan as a condition of employment. The Parties hereto further agree that the coverage provided by the said Group Life Insurance Plan shall be on the basis of two times the salary for each person computed to the nearest \$1,000.00 coverage. Premiums payable shall be paid fully by the Employer.

18.06 Accidental Death and Disability Plan

The Parties hereto mutually agree that all Employees covered by this Agreement shall participate in the group Accidental Death and Disability Plan and shall continue to participate in the said group Accidental Death and Disability Plan as a condition of employment. The Parties hereto further agree that the coverage provided by the said group Accidental Death and Disability Plan shall be on the basis two times the salary for each person computed to the nearest \$1,000.00 coverage. Premiums payable shall be paid fully by the Employer.

18.07 Long Term Disability Plan

The Parties hereto mutually agree that all Employees covered by this Agreement shall participate in the group Long Term Disability Plan and shall continue to participate in the said group Long Term Disability Plan as a condition of employment. The Parties hereto further agree that the coverage provided by the said group Long Term Disability Plan shall be payable in the amount equal to 66 2/3% of the Employee's monthly rate of earned income. Premiums payable shall be paid fully by the Employer.

18.08 Medicals and Early Screening

The Employer agrees to pay the cost of a medical 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 regard 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. Coverage shall include early screening detection tests for cancers and other occupational diseases recognized as related to the occupation of fire fighters.

18.09 Health Spending Account

1. Each calendar year, a sum of **\$2,000** shall be allocated by the Employer to the eligible Employee's Health Spending Account (HSA).
2. Any unused allocation in an Employee's HSA at the end of the calendar year will be carried forward to the next calendar year. The unused allocation cannot be carried forward beyond one (1) calendar year.

18.10 Line of Duty Death Services

- (i) In the event of a Member's Line of Duty Death the Employer will contribute up to two (2) months' salary of a 1st Class Fire Fighter towards the costs incurred to provide a full honours Line of Duty Death service for any Employee covered by and presently enjoying the benefits provided for in this Agreement, whose death has been attributed to the work they perform and has been ruled by WCB as compensable.**
- (ii) Such services will be in keeping with the IAFF and CAFC accepted protocols. This service, ceremony and other events associated with the ceremony shall be coordinated and collaborated on together, with a committee consisting of a family representative, the Association designate, and the Fire Chief or designate and as determined acceptable by family.**
- (iii) Any costs of such services over and above the two months as outlined in clause (i) above will be assumed by IAFF Local 4467**

ARTICLE 19

EMPLOYEE RETIREMENT BENEFITS

19.01 Municipal Pension Plan

All regular Employees appointed to permanent positions and who are employed for a minimum of twenty (20) hours per week, shall be enrolled in Group 5 (2.33% accrual rate) of the Municipal Pension Plan subject to the Municipal Pension Plan Rules as amended from time to time under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the Public Sector Plans Act as applied to the Employer and its regular full-time Employees, from the first date of employment. Employees ineligible for Group 5 shall be enrolled in Group 2. Employees who are ineligible to make contributions under the Pension (Municipal) Act shall be exempted from its provisions. If there is a conflict between the Municipal Pension Plan Rules and this Agreement then the Municipal Pension Plan Rules shall prevail”.

19.02 Retirement Gratuity

A regular full time Employee (unless employment is terminated) will be provided a retirement gratuity of two days (2) pay for each calendar year the Employee served. It shall be paid to Employees on retirement from the Salt Spring Island Fire Protection District.

Existing regular banks under Article 19.02 cease to accumulate effective December 31, 2023. These banks can be either paid out or remain frozen until retirement at which time they will be paid out to the Employee. New Bank accumulation begins January 1, 2024.

19.03 Supplemental Pension Pay Allowance

All Employees eligible for enrolment in the Municipal Pension Plan Group 5 shall receive a Supplemental Pension Pay Allowance (SPPA) of 0.61% of pensionable earnings. These funds will be directed to an Employer-implemented RRSP or TFSA. Each Employee will opt to direct funds to a TFSA or RRSP. This payment shall be recorded on the Employee's biweekly paycheque.

19.04 Retirement

The maximum retirement age for every Union Employee shall be age sixty (60). Employees shall be required to retire from employment effective the end of the calendar month in which the Employee reaches their sixtieth (60th) birthday.

ARTICLE 20

OCCUPATIONAL HEALTH AND SAFETY - WorkSafeBC

All Employees covered by this Agreement, absent from duty due to injuries received while on duty, shall receive from the Fire Protection District their full and regular salary without interruption and without loss of benefits, during such absence from duty. Full salary and benefits shall continue only as long as the Employee continues to receive **WorkSafeBC** payments in respect to such injury; and provided further, that all **WorkSafeBC** payments to which the Employee is entitled is paid direct to the Employer. The Employee's usual deductions shall be deducted from the Employee's regular pay as normal.

Full and regular salary shall include all calculations for premium pay. The provisions of this article do not apply where an Employee is permanently incapacitated from serving as a Fire Fighter and is in receipt of a **WorkSafeBC** Pension.

ARTICLE 21

SALARY AND WAGE BENEFITS

21.01 Professional Fees

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

21.02 Service Bars

All personnel covered by this Agreement shall be granted a service bar after each five (5) years of service starting in the sixth (6th) year of service of the Salt Spring Island Fire Department.

21.03 Relief of a Higher Rank

All Employees who are required to assume the duties and responsibilities of an Employee of higher rank, for a period of one (1) shift or greater, shall be paid the rate of pay of the higher rank, for the period so employed, provided that the Fire Chief has approved or authorized the Employee to assume the duties of the higher rank. All acting pay shall be calculated as pensionable income.

21.04 Volunteer Service Time

The first three (3) calendar years spent participating as a member of the Salt Spring Island Fire Rescue in a volunteer capacity shall be equal to one (1) year service, while each additional two (2) years shall be equal to one (1) year service credit towards adjustments in pay and holiday schedule for all Employees covered by this Agreement. Time shall be pro-rated where necessary for purposes of calculations.

21.05 Fitness and Wellness

The Employer recognizes the physical nature of Firefighting and agrees to provide for fitness activity time and access to equipment during the regular shift schedule of all Employees, providing that same does not in the judgment of the Fire Chief impair emergency operations in any way.

21.06 Pay Cheque Provisions and Calculations

- a) The Employer shall pay wages bi-weekly by direct deposit in accordance with the wage described on Appendix "A" 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.
- b) Wage Schedule "A" attached as Appendix "A" shall be subject to, all the provisions of this Agreement. The calculations set out in Appendix "A" for the hourly rate of the fourth year firefighter shall be based on the following formula:

$$\text{Monthly Rate} \times 12 = \text{Bi-weekly rate (rounded to 2 decimals)} \times 26.089$$

$$\text{Bi-Weekly Rate} = \text{Hourly rate (rounded to 2 decimals)} \times \text{Bi-Weekly Hours}$$

The calculation for all other rates shall be the 4th year firefighter rate times the appropriate percentage indicated in Article 22 Employee Classification.

ARTICLE 22

EMPLOYEE CLASSIFICATION

22.01 Classification and Specification

Fire Fighters shall be classified as follows and receive wage increment adjustments for service as follows:

Probationer Fire Fighter- Starting wage	70%
Recruit Fire Fighter - Completion of the 1 st 6 months	75%
Fire Fighter 3 rd Class - Completion of the 1 st year	80%
Fire Fighter 2 nd Class - Completion of 2 nd year	90%
Fire Fighter 1 st Class - Completion of 3 rd year	100%
Fire Fighter tenth (10 th) year - Completion of 9 years	103%
Fire Fighter fifteenth (15 th) year - Completion of 14 years	106%
Fire Fighter twenty (20) year – Completion of 19 years	109%

Operational Fire Fighter Staff Officers shall be classified as follows and all categories of Fire Fighter Staff Officers are indexed to the 10th year Fire Fighter.

Lieutenant / Fire Inspector	115%
Captain / Training Officer	125%
Assistant/Battalion Chief	135%

22.02 Job Descriptions

The Employer agrees to consult with the Union regarding job descriptions and that same shall be established for each classification in the bargaining unit. The Fire Chief shall prepare the descriptions and a copy of each, and any changes made thereto from time to time, shall be provided to the Union. The descriptions will not be finalized until the Union have had input into the contents.

22.03 New Classifications

In the event the Employer wishes to establish new classifications, or if a substantial change is made to any existing descriptions, the descriptions will be established by the Employer and the wage rate and whether or not the position is within the bargaining unit or not shall be the subject of negotiations between the Employer and the Union. The Union will be provided with a copy of the description and with the rate applicable. The position can be filled in accordance with the procedures indicated in Article 8 of this Agreement.

An existing classification, for which the Union is bargaining agent, shall not be eliminated without prior agreement with the Union.

ARTICLE 23

WAGE ADJUSTMENTS

- **Effective 2023 January 01, the 4th Year (1st Class) Firefighter rate in effect on 2022 December 31, shall be increased to equal that of the Burnaby Fire Fighters IAFF Local 323 4th Year (1st Class) rate of pay and be rounded to the nearest whole dollar (that is, to \$9363 monthly). All other existing rank indices shall be maintained.**
- **Effective 2024 January 01, the 4th Year (1st Class) Firefighter rate in effect on 2023 December 31, shall be increased to equal that of the Burnaby Fire Fighters IAFF Local 323 4th Year (1st Class) rate of pay and be rounded to the nearest whole dollar (that is, to \$9785 monthly). All other existing rank indices shall be maintained.**
- **Schedule A of the Collective Agreement will be revised to reflect these increases.**
- **Retroactive payments including pension contributions resulting from the General Wage Adjustments shall be processed as soon as possible, but no later than thirty (30) days following the date of ratification.**
- **Union dues will be processed retroactively.**

ARTICLE 24

SEVERABILITY CLAUSE

If any provision 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 this Agreement shall remain in full force and effect.

ARTICLE 25

NOURISHMENT

In the event of a major incident nourishment shall be provided to the fire fighters on scene. The discretion of the Fire Chief or delegate shall determine to what extent and when such nourishment is provided, reasonableness shall prevail.

ARTICLE 26

PRINTING AND SUPPLYING THE AGREEMENT

Each Employee shall be entitled to a copy of the Agreement, printed and supplied by the Employer within a reasonable period of time. The Union shall also be provided with additional copies to file with appropriate organizations such as the Labour Relations Board and affiliated offices.

ARTICLE 27

TERM OF THE AGREEMENT

This Agreement shall be for a term of **twenty-four (24)** months, effective from the first (1st) day of January 2023 to the thirty-first (31st) day of December, 2024, and from year to year thereafter subject to the right of either Party to the Agreement, within four months immediately preceding the date of the expiry of this Agreement (December 31, 2024) or at any time thereafter, by written notice, to require the other Party to the Agreement to commence collective bargaining.

Should either Party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the said Agreement or increase or decrease the rate of pay of any Employee for whom collective bargaining is being conducted or alter any other term or condition of employment until the Parties shall conclude a renewal or revisions of this Agreement or enter into a new Collective Agreement.

The operation of Section 50 (2) and 50 (3) of the *BC Labour Relations Code* is hereby excluded.

APPROVED AND ADOPTED BY:
The Salt Spring Island Fire Protection District

APPROVED AND ADOPTED BY:
The Salt Spring Island Fire Fighters
Local 4467

This 15 day of September , 2023

This 15 day of September , 2023

 "Kevin Murdoch"
Board Chair, GVLRA

 "Ken Akerman"
President, IAFF Local 4467

 "Julie Bradley"
Executive Director, GVLRA

 "Clayton Akerman"
Treasurer, IAFF Local 4467

 "Mary Lynn Hetherington"
Board Director, GVLRA

 "Warren Nuyens"
Secretary, IAFF Local 4467

LETTER OF UNDERSTANDING 1

24/7 SCHEDULE IMPLEMENTATION

between the

SALT SPRING ISLAND FIRE PROTECTION DISTRICT

(“Fire Protection District”)

and the

SALT SPRING ISLAND FIRE FIGHTERS’ ASSOCIATION, LOCAL 4467 OF THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

(“the Union”)

AGREE TO IMPLEMENT MINIMUM STAFFING AS FOLLOWS:

- 1) All provisions and working conditions provided for by the current Collective Agreement shall prevail except where expressly provided otherwise herein, without exception unless mutually agreed to by the Parties.
- 2) The Parties agree to have minimum staffing levels, as laid out in Article 3.03 of the Collective Agreement, in place starting January 2, 2021.
- 3) The Parties agree to the following minimum-staffing levels, subject to the provisions of paragraph five (5) below, and as laid out in the Arbitration Award of November 23, 2020:
 - i. Each Suppression Platoon shift shall consist of two (2) Union personnel; one (1) Captain and one (1) Pump Operator / Firefighter at all times.
 - ii. In addition to the above, there shall be one (1) Assistant Chief to assist with Operations, Training and Prevention, day shift only, scheduled as per Article 11.02.
 - iii. An exempt chief position may be utilized as a fourth member on the first deployed apparatus, daytime only.
- 4) The Suppression Platoon will be staffed twenty-four (24) hours, seven (7) days a week.
- 5) The Parties agree to the following implementation of additional hires and promotions:
 - i. Three (3) Officers promoted to Captain rank starting the first pay period in 2021;
 - ii. An additional Firefighter is added to the bargaining unit starting January 2022;
 - iii. An additional Firefighter is added to the bargaining unit starting January 2023;
 - iv. Paid-On-Call Firefighters are permitted to fill new hire positions until the starting dates for the additional Firefighters identified above;

- 6) All current Employees will maintain their rank and higher rate of pay if required to fill a position lower than their current rank.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding (24/7 Schedule Implementation) to be executed this 15 day of September, 2023 on Salt Spring Island, Province of British Columbia.

The Salt Spring Island Fire Protection District

**The Salt Spring Island Fire
Fighters Local 4467**

 "Kevin Murdoch"
Board Chair, GVLRA

 "Ken Akerman"
President, IAFF Local 4467

 "Julie Bradley"
Executive Director, GVLRA

 "Clayton Akerman"
Treasurer, IAFF Local 4467

 "Mary Lynn Hetherington"
Board Director, GVLRA

 "Warren Nuyens"
Secretary, IAFF Local 4467

LETTER OF UNDERSTANDING 2

USE OF PAID-ON-CALL FIRE FIGHTERS ON SHIFTS

between the

SALT SPRING ISLAND FIRE PROTECTION DISTRICT

("Fire Protection District")

and the

**SALT SPRING ISLAND FIRE FIGHTERS' ASSOCIATION, LOCAL 4467 OF THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

("the Union")

PREAMBLE:

The Parties to this Agreement acknowledge that the Collective Agreement in Article 10.02 specifically states "It is understood that the Volunteer, Auxiliary and/or Paid-On-Call members work in support of the full-time permanent Employees". Further that Paid-On-Call Fire Fighters are precluded from being utilized to back-fill or to perform or fulfill the role of members who hold permanent full-time positions in the bargaining unit, unless otherwise agreed to by the Union.

This Letter of Understanding is attached to and forms part of the Collective Agreement between the Salt Spring Fire Protection District and the International Association of Fire Fighters Local 4467. When a conflict arises between this Letter of Understanding, and any Article in the Collective Agreement, this Letter of Understanding takes precedence,

The Union by way of this Letter of Understanding agrees to cooperate with the Employer in temporarily utilizing Paid-On-Call Fire Fighters in the role of back-filling staff positions as specifically outlined below.

1. All terms and working conditions of the current ~~2017-2022~~ **2023-2024** Collective Agreement shall prevail except where expressly provided otherwise herein.
2. The Employer may choose to backfill with a qualified Paid-On-Call Fire Fighter as long as Union members have first right of refusal on Overtime shifts. Management will make all reasonable efforts to fill every position. **No member shall exceed two hundred and fifty (250) hours of overtime in a calendar year in relation to article 11.05 (January 1st to December 31st) unless mutually agreed to by the Employer and Union for bona fide operational reasons. In 2023 total overtime hours accumulated will be one hundred and twenty-five (125) between July 1 – December 31, 2023.**
3. Paid-On-Call Fire Fighters utilized in this capacity shall not become a member of IAFF Local 4467.

4. In order for a Paid-On-Call Fire Fighter to be eligible to work such shifts, they must meet the following standards:
 - a. Have completed and maintained a minimum of NFPA 1001 Level 2, Standards for Professional Firefighter Qualification;
 - b. Have completed and maintained a minimum of the First Responder Level III complete with AED and Spinal certification; and
 - c. Have completed and maintained Fire Apparatus Driver Operator qualifications, as determined by the Employer.

The Union may question the eligibility of a Paid-On-Call Fire Fighter to fill in, even when the above requirements are met, in cases of insufficient time and training at the Salt Spring Island Fire Department.

5. Paid-On-Call Fire Fighters filling scheduled shifts shall not be utilized to fulfill the role of an Acting Officer for Relief of a Higher Rank. Acting in a Higher Rank is reserved for permanent Full-Time Union Employees, unless mutually agreed upon.
6. Paid-On-Call Fire Fighters who are scheduled to work on any given shift shall not exceed two thirds (2/3) of the total number of permanent Full-Time Union Employees normally scheduled for that shift, unless mutually agreed upon.
7. If an individual Paid-On-Call Fire Fighter is scheduled to work a Full-Time Union Employee's shifts for a continuous period of more than three (3) calendar months, they shall be provided permanent full-time Employee status and all terms and conditions of the Collective Agreement shall be back dated to their first date of employment in the position.
8. **Paid-On-Call Fire Fighters may be used for Fire and Life Safety Education and infrequent one-off events.**

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding (24/7 Schedule Implementation) to be executed this 15 day of September, 2023 on Salt Spring Island, Province of British Columbia.

The Salt Spring Island Fire Protection District

**The Salt Spring Island Fire
Fighters Local 4467**

 "Kevin Murdoch"
Board Chair, GVLRA

 "Ken Akerman"
President, IAFF Local 4467

 "Julie Bradley"
Executive Director, GVLRA

 "Clayton Akerman"
Treasurer, IAFF Local 4467

 "Mary Lynn Hetherington"
Board Director, GVLRA

 "Warren Nuyens"
Secretary, IAFF Local 4467

LETTER OF UNDERSTANDING 3

TEMPORARY FIRE FIGHTERS

Between the
SALT SPRING ISLAND FIRE PROTECTION DISTRICT
("Fire Protection District")
and the
SALT SPRING ISLAND FIREFIGHTERS ASSOCIATION, LOCAL 4467 OF THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
("The Union")

The Employer and the Union mutually agree to the introduction and use of a Temporary Fire Fighter Schedule in variance to specific sections of Article 11 as follows:

Temporary Fire Fighter Position

1. Up to two (2) Temporary Fire Fighter position(s) may be established for holiday and lieu - time relief or to relieve personnel for training, or other assignments, or for an unanticipated short term vacancy of another Employee of a minimum of two (2) weeks, or for anticipated high workloads.
2. The Temporary Fire Fighter position shall be over and above the current staffing levels of the Collective Agreement and shall be the least senior Fire Fighters unless alternatively agreed between the Parties. The Temporary Fire Fighter is flexible in their hours of work within the context of Article 11.01 and as such are scheduled in accordance within the following guidelines:
 - a. The Temporary Fire Fighter is assigned to the fifty-six (56) day payroll cycle and will work either ten (10) hour day shifts (08:00-18:00) or fourteen (14) hour night shifts (1800-08:00) or three hundred thirty-six (336) hours (no partial shifts) within that cycle at straight-time rates.
3. A Temporary Fire Fighter shall be paid thirteen percent 13% of their gross earnings added to each pay cheque in lieu of vacation (Article 14), sick leave (Article 15), medical, dental, extended health and insurance benefits (Article 18), and pension (Article 19).
4. Article 13, Statutory Holiday Pay, shall not apply.
 - a. Statutory Holidays entitlement for those outlined in Article 13.01 for Temporary Fire Fighters shall be paid in accordance with the following formula:

Total Wages are divided by the number of days worked in the thirty (30) days prior to the Statutory Holiday. (Average Days Pay)

- b. Temporary Fire Fighters eligible for Statutory Holiday Pay and who work on a Statutory Holiday as outlined in Article 13.01 shall be paid at one and one-half times (1 1/2X) their straight-time pay without the option of in-lieu time off as an alternative; plus an average day's pay.**
- 5. A Temporary Fire Fighter shall serve a probationary period equal in length of time to the hourly equivalent to that of a permanent full-time Employee.**
- 6. A Temporary Fire Fighter shall have their total cumulative hours of service credited for the purpose of seniority and progression through the Salary Schedule found in Appendix A.**
- 7. Temporary Fire Fighters will have Recall Rights in accordance with Article 9.01**

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding (Temporary Fire Fighters) to be executed this 15 day of September, 2023 on Salt Spring Island, Province of British Columbia.

The Salt Spring Island Fire Protection District

**The Salt Spring Island Fire
Fighters Local 4467**

**"Kevin Murdoch"
Board Chair, GVLRA**

**"Ken Akerman"
President, IAFF Local 4467**

**"Julie Bradley"
Executive Director, GVLRA**

**"Clayton Akerman"
Treasurer, IAFF Local 4467**

**"Mary Lynn Hetherington"
Board Director, GVLRA**

**"Warren Nuyens"
Secretary, IAFF Local 4467**

MEMORANDUM OF AGREEMENT

CELLULAR PHONES

Between the
SALT SPRING ISLAND FIRE PROTECTION DISTRICT
("Fire Protection District")
and the
SALT SPRING ISLAND FIREFIGHTERS ASSOCIATION, LOCAL 4467 OF THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
("The Union")

The Employer agrees to release the department provided cellular phones to the members that are currently provided them at no cost to the Employees upon ratification.

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Agreement (Cellular Phones) to be executed this 15 day of September, 2023 on Salt Spring Island, Province of British Columbia.

The Salt Spring Island Fire Protection District

The Salt Spring Island Fire
Fighters Local 4467

___ *"Kevin Murdoch"* _____

Board Chair, GVLRA

___ *"Ken Akerman"* _____

President, IAFF Local 4467

___ *"Julie Bradley"* _____

Executive Director, GVLRA

___ *"Clayton Akerman"* _____

Treasurer, IAFF Local 4467

___ *"Mary Lynn Hetherington"* _____

Board Director, GVLRA

___ *"Warren Nuyens"* _____

Secretary, IAFF Local 4467