

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CITY OF ABBOTSFORD**

**AND**

**ABBOTSFORD FIRE FIGHTERS ASSOCIATION (IAFF)**

**LOCAL NO. 2864**

**JANUARY 01, 2012 TO DECEMBER 31, 2019**





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This Agreement made and entered **into this 15<sup>th</sup> day of October 2014.**

BETWEEN:

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

OF THE FIRST PART

AND:

**ABBOTSFORD FIREFIGHTERS ASSOCIATION, LOCAL NO. 2864**  
(hereinafter called the "Union")

OF THE SECOND PART

**ARTICLE NO. 1 PREAMBLE:**

The purpose of this Agreement is to secure for the Employer of the Abbotsford Fire Rescue Service, the Union and the Employees of the Fire Rescue Service, the full benefit of orderly and legal collective bargaining, and to ensure to the utmost extent possible, the safety and physical welfare of the Employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by the 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.

**ARTICLE NO. 2 DEFINITIONS:**

In this Agreement:

**“Additional Fire Fighter”** is defined as career fire suppression staff assigned to a Platoon in addition to those required to meet operational requirements and those required for Annual Vacations, Statutory Holidays, and Banked Time leave selection. Above and beyond these operational requirements, the Employer may assign Additional Fire Fighters to each Platoon to cover possible sickness, bereavement and Worksafe BC leave as well as training events that would otherwise create staffing vacancies. The Additional Firefighters shall be the most junior Fire Suppression members who have completed their probation period.

**"Floater"** means the most junior Additional Fire Fighters who:

- (i) have completed their probation period;
- (ii) are in addition to the 1<sup>st</sup> level of Additional Fire Fighters assigned to each of the Platoons; and
- (iii) have been assigned by the Employer as Floaters pursuant to Article 7.14(a) of this Agreement.

**"Employee"** means a member of the Abbotsford Fire Rescue Service who is covered by the Union's certificate of bargaining authority;

**"Employer"** means the City of Abbotsford in its capacity as Employer within the meaning of the Labour Relations Code of British Columbia;

**"Service"** means the Abbotsford Fire Rescue Service;

**"Shift"** means ten (10) consecutive hours of day duty, or fourteen (14) consecutive hours of night duty;

**"Tour of Duty"** means four (4) consecutive shifts, comprised of two (2) day shifts, followed by two (2) night shifts;

**"Union"** means the Abbotsford Firefighters Association, Local No. 2864

### **ARTICLE NO. 3 TERM OF AGREEMENT**

- (a) This Agreement shall be effective from January 1st, 2012, to and including December 31st, 2019, and shall remain in full force and effect thereafter from year to year unless either party, within four (4) months immediately preceding the expiry date or the anniversary expiry date in the subsequent calendar year, gives to the other party written notice of its desire to terminate or amend such Agreement.
- (b) Should either party give written notice to the other party, pursuant to Article 3(a), this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of lockout, or the parties conclude a renewal or revision of the Agreement, or a new Collective Agreement.
- (c) The provisions of the Subsection 50(2) and 50(3) of the Labour Relations Code shall be specifically excluded from and shall not be applicable to the new Collective Agreement.

## **ARTICLE NO. 4      COVERAGE**

This Agreement shall constitute the wages and working conditions for the Employees of the Service. Where this Agreement differs from Policies, Operational Guidelines, written or verbal directives and memos, which affect Employees, this Agreement shall supersede.

Where new categories of employment are implemented for which rates of pay and working conditions are not set out in this Agreement, such rates of pay and working conditions shall be subject to negotiations between the Union and the Employer. The rates established shall be retroactive to the date of implementation or as otherwise negotiated.

## **ARTICLE NO. 5      UNION RECOGNITION**

- (a) The Employer will not discriminate against any member of the Union by reason of Union activities.
- (b) The Employer hereby recognizes and acknowledges the Union as the sole bargaining agent for those Employees of the Department who are covered by the Union's certificate of bargaining authority.
- (c) All present and future Employees of the Department shall remain on condition that they are members of the Union or that they be acceptable to, and acquire membership in, the Union within thirty (30) calendar days of continuous employment.
- (d) It is agreed and understood that all Employees within the bargaining unit shall be affected by a compulsory check-off of Union dues, which will be made in equal bi-weekly payroll deductions, upon delivery by an authorized union member of an authorization card signed by the Employee. The Employer shall forward the deducted dues to the Union, including a list of those Employees, from whom such deductions were made, within fourteen (14) calendar days of the issuance of the regular bi-weekly cheques.

## **ARTICLE NO. 6      MANAGEMENT RIGHTS**

Except as otherwise provided in this Agreement, the management, supervision and control of the Department and the direction of the Employees shall remain the exclusive function of management.

## **ARTICLE NO. 7      WORKING CONDITIONS**

### **7.1      Hours of Work**

- (a) Fire suppression staff covered by this Agreement shall work an average of forty-two (42) hours per week. The two-platoon system, as set out in the Fire Department Act, shall be in effect for the Department. A tour of duty constitutes forty-eight (48) hours of duty in an eight (8) day period, to be served in four (4) consecutive shifts, that is two (2) day shifts of ten (10) hours each, followed by two (2) night shifts of fourteen (14) hours each, followed by four (4) days off.

- (b) The Parties recognize that the programs provided by Employees in the Fire Prevention Division will from time to time require a rescheduling of the regular working week and hours of work. This may include weekends and evenings.
- (i) Fire Prevention Division staff shall work a forty (40) hour, four (4) day work week, consisting of four (4) consecutive ten (10) hour days including a paid one-half hour meal break. The work day shall be between 0700 hours and 1800 hours. The work week shall be Saturday to Friday.
  - (ii) In order to accommodate special courses or Fire Prevention events, the days on/days off or hours of work may be varied by mutual agreement of the Employee and the Employer. The Parties shall endeavor to provide a minimum of fourteen (14) of request to vary days on/days off or hours of work.
  - (iii) Subject to options #3 and 4 below, Fire Prevention staff, who are called out to work outside of their regular working hours, shall be provided with a minimum of eight (8) hours free from work prior to attending their next scheduled work shift. In the event that there are not eight (8) clear hours between the time that the call out to work ends and the commencement of the Employee's next scheduled work shift, one of the following 4 options shall apply.
    - 1. The Employee shall commence their next scheduled work shift at the time that the eight (8) clear hours has elapsed from the time that the call out to work ended, and may choose to work only those remaining hours of their scheduled ten (10) hour work shift. If the Employee chooses this option, they shall be paid at their straight time rate of pay only for the hours worked during the remainder of their scheduled shift; or
    - 2. The Employee shall commence their next scheduled work shift at the time that the eight (8) clear hours has elapsed from the time that the call out to work ended, and may choose to work a full ten (10) hour work shift. If the Employee chooses this option, they shall be paid at their straight time rate of pay for all ten (10) hours worked; or
    - 3. If the Employee's call out to work ends at a time whereby there are at least six (6) clear hours before the commencement of their next scheduled work shift, then the Employee may choose to commence their next work shift at their scheduled start time. If the Employee chooses this option, they shall be paid at their straight time rate of pay for the ten (10) hours worked during their scheduled work shift; or
    - 4. If the Employee's call out to work ends at a time within two (2) hours of the commencement of their next scheduled work shift, and if the Employer and Employee mutually agree to this option, then the Employee may commence their next scheduled work shift immediately at the end of their call out and shall thereafter work a full ten (10) hour work shift. If this option is chosen, then the Employee shall be paid at their straight time

rate of pay for all ten (10) hours worked commencing immediately at the end of the Employee's call out.

- (c)
  - (i) The parties recognize that the programs provided by the Employees in the Training Division require seven (7) day per week coverage.
  - (ii) Training Division staff shall work an eighty (80) hour fortnight consisting of eight ten (10) hour days with each day including a one half hour paid meal break; either starting Saturday with 5 (five) days on followed by 4 (four) days off followed by 3 (three) days on followed by 2 (two) days off, or starting Saturday with 4 (four) days off followed by 5 (five) days on followed by 2 (two) days off followed by 3 (three) days on. The work day shall be between 0700 hours and 1800 hours except on Wednesday where the work day shall be between 1200 hours and 2300 hours.
  - (iii) In order to accommodate special courses or events, the days on/days off or hours of work may be varied by mutual agreement of the Employee and the Employer. The Parties shall endeavour to provide a minimum of fourteen (14) days notice of request to vary the days on/days off or hours of work.
  - (iv) Prior to the selection of Annual Vacation Leave, the Training Officer with the most seniority shall be given the opportunity to choose which work week cycle they shall work for the upcoming calendar year. Switching work cycles in the course of a calendar year shall only be by mutual agreement of the Training Officers and with the approval of the Deputy Fire Chief – Training.
- (d) Probationary firefighter(s) hired for career suppression positions may work dayshift for job related training and familiarization of the Service. Probationary firefighter(s) shall work a forty-two (42) hour work week during the training period. Hours exceeding forty-two (42) hours per week shall be compensated at the overtime rate as per Article 8.5 (a) beginning when the forty-two (42) hours are exceeded. Once the training period has been completed the probationary firefighter(s) shall be moved to the assigned platoon.

## **7.2 Probation and Permanency**

- (a) New Employees shall be considered to be employed on a probationary basis until they have completed twelve (12) months service with the Abbotsford Fire Rescue Service. If, in the opinion of the Fire Chief, circumstances warrant an extension of an Employee's probation period beyond twelve (12) months, by mutual agreement of the Union and the Fire Chief, such Employee shall be considered to be on probation for a period not to extend beyond a further six (6) month period. An Employee who successfully completes the probationary period shall be considered to be employed on a permanent basis dating back to their original date of employment. If any Employee, probationary or permanent, is terminated, a satisfactory reason must be given, in writing, to the Employee, and a copy to the Union as to why the Employee is unsuitable for employment.

- (b) A probationary Employee may be terminated at any time during the probationary period if the Employer does not find the Employee suitable for employment. Suitability for employment will be decided on the basis of factors such as:
- the quality of their work;
  - ability to meet firefighting standards set by the Fire Chief;
  - conduct;
  - ability to work harmoniously with others

### **7.3 Promotion**

- (a) Subject to Letter of Understanding No. 2 (re: Selection Procedure for Officer Candidates in the Suppression Division), promotions shall be made on the basis of knowledge, skills, ability, merit, qualifications and seniority.
- (b) (i) All promotions, subject to paragraph (c) below, shall be on probation, in that capacity, for the first six (6) months.
- (ii) An acting officer may apply to have the six (6) month probationary period waived, provided they have served in an acting capacity for six (6) consecutive months during the previous eighteen (18) months.
- (iii) Notwithstanding (i) and (ii) above, the Fire Chief may waive the requirement of six (6) consecutive months of service in the acting rank where the Employee has demonstrated full competence in the higher rank to the Fire Chiefs satisfaction.
- (c) If, in the opinion of the Fire Chief, exceptional circumstances warrant an extension of the probationary period beyond six (6) months, then such Employee shall be considered to be on a probationary basis for a period not to extend beyond a further six (6) months and, in such cases where the Fire Chief extends the first probationary period, the Fire Chief shall supply written reasons for the extension of the period to the Employee and the Union.
- (d) (i) An Employee who fails to qualify for a promotion within the bargaining unit during their probationary period shall return to the position they held before the promotion without loss of seniority.
- (ii) During the first three (3) months of their probationary period, the Employee shall be entitled to return to the position they held before the promotion without loss of seniority.
- (e) An Employee who wishes to relinquish an Officer or Acting Officer Pool position for personal or medical reasons shall make written application to the Fire Chief for either a temporary or permanent demotion. Once accepted, the Employee's placement in the organization will be in accordance with the following provisions:

- (i) An Employee taking a voluntary demotion will be placed at the top of the level of the list which the Employee selects at the time of their demotion.
  - (ii) An Employee taking a permanent demotion may re-apply for future promotions, but shall not displace any other Employee who is, at the time of the re-application, ahead of them on the Officers List to which the Employee is applying to be promoted.
  - (iii) An Employee taking a temporary demotion shall have up to twelve (12) months to return to the previous position they held on the Officers list. Any upwards movement by other Employees providing positional coverage during this period will be considered temporary until such time as the Employee taking the voluntary demotion returns to the previous position they held, or the twelve (12) month period of the Employee's temporary demotion has ended.
  - (iv) In the event the Employee taking the voluntary demotion does not return to their previous position within the twelve (12) month period referred to in (iii) above, then all other Employees who had moved upwards to provide positional coverage shall be confirmed in those upwards positions, at which time Article 7.3 (b) shall be applicable to those other Employees.
- (f) An Employee, before being eligible to qualify as an Acting Officer, must meet all the existing promotional criteria and have their accumulated suppression time total a minimum of four (4) years.
  - (g) The Fire Chief shall keep the Officer List current and provide a copy of any updated List to the Union. The List shall be included as Schedule "C" in this Agreement.

#### **7.4 Previous Fire Service Experience**

- (a) Previous Fire Service experience is defined as service with another Canadian Municipal Fire Rescue Service, in a full-time career position.
- (b) When a new Employee has three (3) or more years of fire service experience they shall receive a Third Year Level rate of pay. Upon successful completion of one (1) year's probation they shall be advanced to the rank of Fourth Year Fire Fighter.
- (c) An experienced Employee's seniority date shall be the date the Employee commenced employment with the Employer.

## 7.5 Transfers

- (a) Transfers shall be made on the basis of knowledge, skills, ability, merit, qualifications, and seniority.
- (b)
  - (i) An employee who has transferred from suppression to another division may, provided at least thirty-six (36) months have elapsed since the transfer, relinquish their position and revert to the rank they held in suppression prior to the transfer, provided a position is available at that level, without loss of seniority.
  - (ii) The following provisions shall apply to an Employee on Schedule D or Schedule C who transferred from suppression to another division and who, provided at least thirty-six (36) months have elapsed since the transfer, wants to return to suppression.
    1. If there has been upward movement on Schedule D or Schedule C during the course of their absence from suppression, the Employee will return to suppression in their ranked order, without loss of seniority, provided a position is available at that level and they met the required qualifications for the position at the time of their transfer from suppression.
    2. If the only available position in the suppression division at the time the Employee wants to return is in the Fire Fighter rank, the Employee may return to suppression to the Fire Fighter ranks, without loss of seniority, and be placed at the top of the list on Schedule D. When the next position thereafter becomes available on Schedule C, the Employee shall, provided they met the required qualifications for the position at the time of their transfer from suppression, be placed on Schedule C either in the ranked order they held prior to their transfer or, if this would result in the demotion in rank of another Employee, at the top of the Acting Officer Pool in schedule C pending a position becoming available in the Confirmed Officers level in Schedule C, at which time the Employee will be placed in their ranked order.
  - (iii) By mutual agreement between the Parties, an Employee may return to suppression prior to the end of the thirty-six (36) month period referred to in sub-paragraphs (i) and (ii) above.
  - (iv) If the required qualifications referred to in sub-paragraph (ii) above have changed since the time of their transfer from suppression, the Employee will be given an opportunity to meet the new qualifications. In such circumstances:
    1. The Employer will pay the applicable registration fees and textbook costs with respect to any required courses the Employee must complete to meet the new qualifications; and
    2. The Employee will be compensated at their regular rate of pay for time spent at any required courses or training in order to meet the new qualifications.

- (v) If more than forty-eight (48) months have elapsed since the time of the Employee's transfer from suppression, the Employer shall, after first consulting with the Union, determine whether the Employee requires any upgrade or refresher training.
- (c) An Employee hired to a non-suppression position may transfer to an available suppression position other than an acting or an officer position, providing at least thirty-six (36) months has elapsed since their date of hire. To qualify for the transfer the Employee must meet the current required qualifications for the position as well as pass entry level written, physical, and medical testing requirements for the position at the time of the transfer.
- (d) Apart from the above and if necessary, a brief reorientation period may be required to ensure the Employee meets the skill level required to perform the job.
- (e) For transfers of a temporary nature (three (3) months or less) from suppression to prevention or training division, (a) and (c) do not apply.
- (f)
  - (i) An Employee who fails to qualify for a transfer during their six (6) month probationary period shall return to the position they held before the transfer without loss of seniority.
  - (ii) During the first three (3) months of their probationary period, the Employee shall be entitled to return to the position they held before the promotion without loss of seniority.
- (g)
  - (i) Any upwards movement by other Employees providing positional coverage during the period specified in paragraph (f) above will be considered temporary until such time as the Employee taking the transfer returns to the previous position they held, or the six (6) month period referred to in sub-paragraph (f)(i) has ended.
  - (ii) In the event the Employee taking the transfer does not return to their previous position within the six (6) month period referred to in sub-paragraph (f) above, then all other Employees who had moved upwards to provide positional coverage shall be confirmed in their positions at which time Article 7.3(b) shall be applicable to those other Employees.

## **7.6 Seniority**

- (a) Seniority is defined as the length of continuous service with the Abbotsford Fire Rescue Service subject to Article 11.11. For the purpose of establishing seniority of present Employees covered by this Agreement, there is attached hereto as Schedule "B" a list of present Employees, showing the date from which seniority shall commence, and which is acceptable by both parties hereto as establishing such seniority.

- (b) For group hires (more than one person) who commence employment on the same day, the Employee with the lowest Regimental Number is deemed to have the greatest seniority for the purpose of their placement on Schedule "B". For the purpose of this provision, Regimental Numbers shall, after December 1, 2008, be assigned according to date of birth with the earliest date of birth given the lowest available Regimental Number.
- (c) The Fire Chief shall keep the seniority list current, and place a locked PDF copy in the common network drive which contains the Collective Agreement.

### **7.7 Residency Requirement**

Employees covered by this Agreement shall reside within the municipal boundaries of the City of Abbotsford. Notwithstanding this requirement, up to 50% of the number of Employees may reside outside the municipal boundaries. The Parties agree to discuss this residency requirement at Labour/Management Committee in the event that the number of Employees who reside outside the municipal boundaries reaches 30%. Any revision to this provision must be mutually agreed to between the Parties.

### **7.8 Communicable and Infectious Diseases Program**

The Employer shall implement and track the Communicable and Infectious Diseases Program for all Employees. Prior to receiving or refusing vaccinations, Employees shall sign a waiver to save the Employer harmless. Unless required by statute, vaccinations under this program shall be at the option of the Employee. Vaccinations covered by this program will be Hepatitis A, B, MMR, tetanus and flu. The Employer may add additional vaccinations to the list.

### **7.9 Medical Examinations**

- (a) All members shall maintain an acceptable level of fitness to ensure effective functioning in their jobs. All members covered by the collective agreement shall receive an annual medical examination from a physician designated by the Employer. The physician shall file a fitness evaluation report with the Employer who shall keep it in strict confidence. Time frames and quality of the examinations may be changed by mutual agreement of the Parties.
- (b) Any government or Employer-required physical or medical examination relating to job requirements shall be promptly complied with by all Employees.
- (c) The cost of the examination and report will be borne by the Employer.

## **7.10 General Duties**

No Employee bound by this Agreement shall be required to perform work or duty during the course of their employment as a fire fighter which is not in any way associated with the general scope of the Abbotsford Fire Rescue Service.

## **7.11 Retirement Age**

Each Employee, upon reaching the normal retirement age (the end of the calendar month in which they reach the age of sixty (60) years), shall retire.

## **7.12 Acting Officer – Suppression Division**

- (a) An Acting Officer Pool shall be maintained, consisting of Fire Fighters who have qualified as Acting Officers pursuant to Letter of Understanding No.2 and who are eligible for promotion to Officer, in order to allow the deployment of Officers in each Fire Hall where Career Fire Fighters are stationed. All members in the Acting Officer Pool shall pick their leave entitlements with the confirmed Officers and shall be placed on Schedule C in ranked order.
- (b) In addition to the Acting Officer Pool referred to in paragraph (a) above, the Employer may establish an Acting Officer Candidate List, which shall consist of Fire Fighters who have qualified as Acting Officers pursuant to Letter of Understanding No.2 but who have not been assigned as an Acting Officer to any of the four (4) Platoons pursuant to paragraph #14 of the Letter of Understanding No.2. All members on the Acting Officer Candidate List shall be placed on Schedule D in ranked order, and shall pick their leave entitlements with the Fire Fighters.
- (c) The number of levels in the Acting Officer Pool shall be at the determination of the Fire Chief, based upon the operational requirements of the Abbotsford Fire Rescue Service. The Fire Chief shall provide the Union with at least sixty (60) calendar days notice prior to implementing any change to the number of levels in the Acting Officer Pool. The Union may make representation to the Fire Chief during this notice period concerning the operational requirements in regard to the number of levels in the Acting Officer Pool.
- (d) The Fire Chief shall keep Schedule C and Schedule D current, and place a locked PDF copy in the common network drive which contains the Collective Agreement.

## **7.13 Appointment to a Position Outside the Bargaining Unit**

- (a) In the event that an Employee accepts an appointment to a permanent position with the Abbotsford Fire Rescue Service which is outside the bargaining unit:
  - (i) The Employer shall be entitled to decide, within six (6) months from the effective date of the appointment, that the Employee will return to a position within the bargaining unit.

- (ii) The Employee shall be entitled to decide, within three (3) months from the effective date of the appointment, to return to a position within the bargaining unit.
  - (iii) If a decision is made, pursuant to sub-paragraph (i) or (ii) above, to return the Employee to the bargaining unit, the Employee shall return to the position they held before their appointment outside of the bargaining unit (inclusive of any upwards movement that the Employee would have had if they had not accepted the appointment outside the bargaining unit), without loss of seniority.
- (b)
- (i) Any upwards movement by other Employees providing positional coverage during the period specified in sub-paragraph (a) above will be considered temporary until such time as the Employee taking the appointment returns to the previous position they held, or the six (6) month period referred to in sub-paragraph (a)(i) has ended.
  - (ii) In the event the Employee taking the appointment does not return to their previous position within the six (6) month period referred to in sub-paragraph (a)(i) above, then all other Employees who had moved upwards to provide positional coverage shall be confirmed in their positions, at which time Article 7.3(b) shall be applicable to those other Employees.
- (c) In the event the Employee taking the appointment returns to their previous position within the six (6) month period referred to in sub-paragraph (a)(i) above, then the Employer shall:
1. deduct from the Employee's wages the Union dues which were in arrears during the period of time that the Employee was in the appointed position outside of the bargaining unit, and
  2. forward the deducted dues to the Union.

#### **7.14 Floater Positions**

- (a) The Employer may assign one or more Floaters to a Platoon, as reviewed at the September meeting between the Management Team and the Union referred to in Article 10.3(f) of this Agreement. If there are less than four (4) Firefighters (or less than a full multiple of four (4)) assigned as Floaters by the Employer for a calendar year, the Floaters (or less than a full multiple of four (4)) will be scheduled to change Platoon assignments every payroll cycle.
- (b) Floaters assigned to a Platoon will be used primarily for the following purposes:
- (i) to cover Banked Time leave requests from other Employees on the Platoon;
  - (ii) to fill in for an unanticipated vacancy of another Employee on the Platoon; and

- (iii) to be available to move to another Platoon to fill an unanticipated vacancy as per paragraph (c) below.
- (c) The Employer may re-assign a Floater to another Platoon at any time to cover an unanticipated vacancy in that other Platoon which the Employer reasonably expects will be for a period of two (2) or more tours of duty. The Employer will advise the Union of the basis for its reasonable expectation. The Floater shall return to the Platoon to which they were initially assigned under paragraph (a) above following the completion of the coverage of the unanticipated vacancy on another Platoon.
- (d) Within the rules which may be determined by the Union pursuant to 10.3(e) of this Agreement, the Floaters will select their Annual and Statutory leave prior to all other Suppression members. The Floater shall not book more than one block of Annual or Statutory leave per payroll cycle.
- (e) If a Floaters Platoon assignment is changed pursuant to paragraph (c) above, any affected Annual or Statutory leave they had scheduled under paragraph (d) above will be re-booked as close as possible to the dates originally selected on the Platoon they are moving to, taking into account any special circumstances.

#### **7.15 Temporary Re-assignment of Additional Firefighters**

- (a) The Employer may re-assign an Additional Firefighter to another Platoon to cover a temporary vacancy in that other Platoon in the event that the Employer reasonably expects that the temporary vacancy on the other Platoon will be for a period of at least four (4) tours of duty. The Employer will advise the Union of the basis for its reasonable expectation.
- (b) When the temporary vacancy ends, the Additional Firefighter shall return to their Platoon.
- (c) If an Additional Firefighter is re-assigned to another Platoon pursuant to paragraph (a) above, any affected Annual or Statutory leave they had scheduled will be re-booked as close as possible to the dates originally selected on the Platoon they are moving to, taking into account any special circumstances.

### **ARTICLE NO. 8 REMUNERATION**

#### **8.1 Rates of Pay**

- (a) The rates of pay shall be as per Schedule "A" attached to and forming part of this Agreement.

- (b) In the event that the Employer fills a job classification not listed in this Agreement for which a rate of pay or working conditions have not yet been established, said rate of pay and working conditions shall be settled by negotiations. Negotiations shall begin at least thirty (30) days prior to the implementation of the new position and, failing settlement by such means, this matter shall be referred to arbitration as set out under Article 17.
- (c) The hourly regular rate of pay calculation for each Classification in Schedule A shall be computed as follows:

$$\frac{\text{Monthly Rate} \times 12}{26.089} = \text{bi-weekly rate (round to two decimal places)}$$

$$\frac{\text{Bi - weekly Rate}}{\text{Bi-weekly Hours}} = \text{hourly rate (round to two decimal places)}$$

26.089 rate is derived as follows: 365¼ days (average over four years allowing for leap year) divided by 14.

## 8.2 Acting Pay

- (a) An Employee required by the Employer to carry out the duties of a higher position than the one they normally occupy shall be at the higher rate for the time so acting.
- (b) An Employee who is required to act in a higher position shall receive an annual vacation pay adjustment.
  - (i) The adjustment shall be made as a lump sum payment as soon as possible after December 31.
  - (ii) The adjustment shall be calculated as the proportionate difference between the annual basic salary of the Employee's normal position and their actual annual salary from the higher position (exclusive of the overtime and other premium payments) multiplied by the vacation value of their normal position.
- (c) Employees on Worksafe BC will continue to receive pay at higher rates when scheduled to work at the higher position, while off work due to a work related injury. Employees off work on paid sick leave will not receive acting pay, except for prescheduled holidays and vacations.

## 8.3 Special Instructor's Rate

- (a) This special instructor's rate of pay shall apply to those members who have successfully qualified, with the Fire Chiefs approval, to teach the subject matter in various specialized subjects as from time to time become available.

- (b) Seniority and the operational requirements of the Service shall be considered by the Employer in the selection, on an equitable basis, of Employees required as special instructors.
- (c) Opportunities for special training shall be provided by the Employer on an equitable basis among those special instructors referred to in sub-paragraph (b) above who are qualified and available to provide the training.
- (d) An additional 10% pay shall be added to the instructor's regular rate of pay. In the event that the special instructor is required to attend work outside of their regular scheduled shift to provide the specialty training, the special instructor shall be remunerated at one and one-half times the higher special instructor rate for a minimum of two (2) hours.
- (e) This special rate of pay does not apply to regular in-house skills maintenance training, as defined by the Fire Chief.
- (f) The hours shall be established between the parties for course instruction and the preparation time prior to the course commencing.

#### **8.4 Call Out**

- (a) Except as provided in the following sections, an Employee called out to work at any time other than their regular working hours shall be paid at the rate of double their regular rate of pay for the entire period spent at their place of work in response to the call, with a minimum of three (3) hours at the rate of double their regular rate of pay.
- (b) Notwithstanding anything contained in the preceding section, an Employee called out for work on any of the Statutory Holidays described in Article 10.5(a), other than their regular working hours, shall be paid at the rate of two (2) times their regular rate of pay for all the hours worked during the Statutory Holiday in response to the call.
- (c) A call-out list shall be maintained by the Fire Chief and made available to the Union.
- (d) Where an Employee is called out within two (2) hours of the start of their shift, the three (3) hour minimum in sub-paragraph (a) above does not apply.
- (e) Where the Fire Chief or designate, following the initial operational period of the call out response, determines that the required additional staffing needs can be pre-scheduled, with a minimum of ten (10) hours advance notice, such additional staffing needs shall no longer be considered call out under sub-paragraph (a) above, and shall instead be compensated at the rate of one and one-half times their regular rate of pay for the period of time that the additional staffing needs are required, with a minimum of three (3) hours.

## 8.5 Overtime

- (a) An Employee required to work an extension of their regular shift shall be paid at one and one-half times their regular hourly rate for the first two (2) hours and two (2) times their regular hourly rate for all time worked after the first two (2) hours. When computing the payment of overtime under this section, all time worked by the Employee from the time they complete their regular shift until they return (if their duties required them to leave their regular place of work) to their regular place of work (e.g. the fire hall at which they are stationed), including fifteen (15) minutes for cleanup after they have been relieved of further duties, shall be deemed to be overtime.
  
- (b)
  - (i) An Employee who is required to work an extra shift for the purpose of relieving another Employee shall be granted time off or pay, at the rate of one and one half times his regular hourly rate for the extra shift worked. In the event the Employee is notified after the shift has commenced, it will be deemed call out.
  
  - (ii) An Employee required to work a partial shift, in order to relieve another Employee, shall be compensated at one and one-half times their regular hourly rate for a minimum of four (4) hours. If the Employee working the partial relief shift is required to continue working beyond the four (4) hours, they shall be compensated at one and one-half times their regular hourly rate for all hours worked up to the time that the shift is scheduled to end.
  
  - (iii) When an Employee is called in to work or is scheduled for training and either arrives at the work place or is contacted en route and informed they are not required to attend, they shall be paid two (2) hours at their overtime rates.
  
- (c) All overtime worked on a Statutory Holiday shall be paid out at double the Employees regular hourly rate for all hours worked on the Statutory Holiday.
  
- (d) Employees may choose to take overtime in pay or time off, within the provisions of Article 10.6(b). If eligible for banking time, this election must be made for each pay period in which overtime is incurred.
  
- (e) Fire Prevention staff may request to incur additional hours (i.e. for the completion of projects or tasks). When approved, these additional hours will be compensated at straight time rather than overtime. When the Employer requires the Fire Prevention staff to incur additional hours (i.e. to attend meetings & Fire Prevention events) outside of their regularly scheduled hours, they shall be paid at one and one-half times their regular rate of pay which shall include time:
  - 1. at the Fire Hall to prepare for the event,
  
  - 2. travel within the municipal boundaries of the City of Abbotsford from the Fire Hall to the event and back from the event to the Fire Hall, and

3. at the Fire Hall to clean up after the event

These additional hours may be taken in pay or banked, within the provisions of Article 10.6(b). If eligible for banking time, this election must be made for each pay period in which time is incurred.

- (f) Training Division staff may request to incur additional hours (i.e. for the completion of projects or tasks). When approved, these additional hours will be compensated at straight time rather than overtime. When the Employer requests the Training Division staff to incur additional hours (i.e. to attend meetings and training) outside their regularly scheduled hours, they shall be paid at one and a one-half times their regular rate of pay. These additional hours may be taken in pay or banked, within the provisions of Article 10.6(b). If eligible for banking time, this election must be made for each pay period in which the time is incurred.
- (g) Where the Provincial Government agrees to compensate the City under the Provincial Emergency Program (PEP), the Employer shall notify the Union immediately. While the City is being compensated under the PEP Employees receiving overtime for work associated with the emergency shall not be permitted to bank their overtime.

Where the Employer can access the PEP the parties shall work together to ensure the application of this language in no way disadvantages the Employees.

Opportunities for Employees to provide services under the PEP shall be provided by the Employer on an equitable basis among the applicable Employees. Employees who provide their services under the PEP shall be remunerated by the Employer at one and one-half times their regular rate of pay for the hours the Employee is working under the PEP.

In the event the Employer receives compensation under the PEP for time, other than the hours worked, spent by the Employees associated with the PEP (such as travel time), then the Employer shall reimburse the Employees for such other time (at the rate of remuneration received by the Employer under the PEP for such other time) after the Employer has received the applicable funding for such time from the PEP.

- (h) The following provisions shall apply to Employees who attend meetings or events, or otherwise provide their services in “non-emergency” circumstances, outside of their regularly scheduled shifts:
  - (i) In the event the Employer agrees, in advance, to provide remuneration to an Employee to attend the meeting or event, or to provide their services, outside of their regularly scheduled shift, the Employee shall be remunerated at one and one-half times their regular rate of pay for the time the Employee is attending the meeting or event, or is providing their services, with a minimum of two (2) hours.

- (ii) Opportunities for Employees to attend meetings or events, or to provide their services, outside of their regular scheduled shift, and to thereby receive the remuneration specified in (i) above, shall be provided by the Employer on an equitable basis among the applicable Employees.
- (iii) For the purpose of (i) above, the Employer agrees that Employees on the Critical Incident Stress Team, who attend at work outside of their regularly scheduled shift in order to provide Critical Incident Stress Intervention to another member of the Abbotsford Fire Rescue Service who requires such intervention, shall be remunerated at one and one-half times their regular rate of pay for the time they are providing such intervention, with a minimum of two (2) hours.

## **ARTICLE NO. 9 SPECIAL ALLOWANCES**

### **9.1 Uniforms**

- (a) Probationary Employees shall be issued the following uniform items at the beginning of the probationary period. Such articles of clothing shall be returned to the Employer in the event the probationary Employee does not pass probation.
  - (i) Work Shirts - four (4) (variable long/short sleeve)
  - (ii) Trousers (3) /Skirts (2) and a belt
  - (iii) WorkSafe BC safety boots - one (1) pair
  - (iv) Cap complete with badge
  - (v) Tie
  - (vi) Lined Waterproof Work Jacket
  - (vii) T-shirts - four (4) (100% heavyweight cotton)
- (b) On completion of the probationary period, the Employer shall provide the following uniform items listed below:
  - (i) Uniform Dress Tunic
  - (ii) Vest
- (c) The Employer shall provide on an annual basis the following uniform items:
  - (i) Work Shirts - four (4) (variable long/short sleeve)
  - (ii) Trousers/Skirts - two (2)
  - (iii) T-shirts - four (4) (100% heavyweight cotton)
  - (iv) WorkSafe BC safety boots or Rockport style shoes
  - (v) Tie

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

- (d) The Employer shall provide a Lined Waterproof Work Jacket every five (5) years.
- (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) Vest
  - (iii) Uniform Dress Tunic
  - (iv) Uniform Cap
- (f) The Employee may request substitutions of uniform issue replacements of approximate equal value.
- (g)
  - (i) Where an Employee is off work on Worksafe BC for more than one (1) full year (January 1<sup>st</sup> through December 31<sup>st</sup>) they shall not be entitled to that years uniform issue.
  - (ii) When an Employee is off for less than one (1) full year as indicated above, they shall be entitled to that year's full uniform issue.
- (h) All issue of clothing shall remain the property of the Employee.
- (i) The Parties acknowledge the "Uniform Points System" which has been developed relating to Article 9.1. Any differences which arise between the Parties concerning the Uniform Points System shall be referred to the Labour/Management Committee for its consideration.

## **9.2 Uniform Cleaning**

- (a) The City shall pay for the cleaning, laundering, alterations, and repair for all Employees who are required to wear a uniform in the performance of their duties.

Each Employee shall have the following minimum allowance for cleaning per block or tour of duty (being equivalent to four (4) duty shifts or one (1) week) or as otherwise stipulated:

- (i) four (4) shirts;
  - (ii) two (2) pairs of uniform pants or skirts;
  - (iii) one (1) pair of coveralls;
  - (iv) one (1) jacket or uniform tunic every three (3) months;
  - (v) one (1) tie every six (6) months;
  - (vi) one (1) uniform cap every six (6) months;
  - (vii) one (1) sweater or vest annually.
- (b) The Employer shall provide for the maintenance and cleaning of turn out clothing as required, but not less than once annually.

### **9.3 Firefighting Equipment and Clothing**

The Employer shall provide every Employee covered by this Agreement, whose duty includes the fighting of fires, with firefighting equipment, which shall include a helmet, a service coat, gloves, turn out pants, turn out boots, balaclava, flashlight, Nomex coveralls and any such equipment as may be recommended by the Fire Chief as long as equivalent to or better than Worksafe BC Regulations, and shall be returned to the Employer when the Employee ceases to perform such duty.

### **9.4 Nourishment**

The Employer may provide, at the discretion of the Incident Commander, at any emergency over three (3) hours in duration, nourishment for all Employees so involved in active duty.

### **9.5 Inquests, Inquiries, or Court Appearances**

- (a) Whenever an Employee, because of their position with the Abbotsford Fire Rescue Service, is called upon to give evidence in any sort of inquest, inquiry or Court appearance which could or may result in an action against the Employer, they shall attend the inquiry. If required, they shall be assisted by the City Solicitor. Such attendance during off-duty time shall be compensated at the overtime rates for a minimum of four (4) hours. If the inquiry falls during the Employee's scheduled vacation time, the Employee shall be permitted to reschedule their vacation at a mutually agreed upon time. The Employee may utilize the Additional Fire Fighter position, if available, when rescheduling this vacation time. The rescheduled vacation must be taken within one (1) year of the date that the Employee's scheduled vacation was interrupted, or the unused vacation will be paid out within thirty (30) days thereafter.
- (b) The Parties acknowledge the application to the Employees of the City of Abbotsford "Indemnification By-law" (Bylaw No. 2048-2011, as may be amended from time-to-time by the City Council).
- (c) When an Employee is called to serve as a Juror or has been subpoenaed as a Witness in any Court or any other judicial proceeding, they shall be granted leave of absence with normal salary and benefits continued, provided the Employee obtains a certificate from the Court showing the period of service and the amount of compensation received.
- (d) Upon the conclusion of the proceedings in (c) above, total compensation received from the Court or any other judicial proceeding, excluding expenses, must be deposited with the Employer.
- (e) Leave of absence without pay shall be granted where an Employee is required to attend court on their own behalf.

- (f) This Article shall have no application where an Employee is on leave of absence, sick leave, WorkSafe BC Leave, or any other leave.

## **ARTICLE NO. 10 VACATIONS AND OTHER LEAVE**

### **10.1 Annual Vacations**

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act.
- (b) Firefighters under the two-platoon system:
- (i) In the first part calendar year of service, firefighters will receive pay in lieu of vacation in accordance with the Table in **Schedule "E"**.

#### **Effective January 1, 2014:**

- (ii) During the second calendar year of service - eight (8) duty shifts.
- (iii) During the third year, up to, and including the ninth calendar year of service – twelve (12) duty shifts.
- (iv) During the tenth year, up to, and including the fifteenth calendar year of service – sixteen (16) duty shifts.
- (v) During the sixteenth year, up to, and including the twenty-third calendar year of service – twenty (20) duty shifts.
- (vi) During the twenty-fourth and subsequent calendar years of service – twenty-four (24) duty shifts.
- (c) Where a City Employee accepts a position covered under this Collective Agreement, vacation will be credited based on total years' service with the City. The credits in the Employee's sick leave bank shall be maintained. This provision will only apply to those Employees who accept a position with the Abbotsford Fire Rescue Service after January 1, 1997.
- (d) Entitlement for Fire Prevention Division staff shall be as indicated in (a) and (b) above with the exception that four (4) duty shifts shall be equal to a forty (40) hour work week.
- (e) Entitlement for Training Division staff shall be as indicated in (a) and (b) above with the exception that four (4) duty shifts shall be equal to four (4) ten (10) hour days.
- (f) (i) When an Employee is off for an extended period of time (i.e. Worksafe BC or unpaid sick leave) annual vacations shall continue to accrue for a maximum of twelve (12) months from the first day of the absence.

- (ii) All unused and accumulated vacations shall be paid out by January 31 of the following calendar year.
- (g)
- (i) Annual vacations scheduled and canceled in any year shall be rescheduled to later on in that year or, if no time is available, shall be paid out by January 31 of the following calendar year.
  - (ii) Under special circumstances, an Employee may request in writing to the Fire Chief to carry over unused vacation until March 31 of the following year. If again not used, the unused vacation shall be paid out by April 30 of that calendar year.
- (h)
- (i) Subject to sub-paragraphs (ii) and (iii) below, if, while off on vacation time, an Employee qualifies for
    1. sick leave as a result of a serious injury or illness that requires medical attention, or
    2. bereavement leave

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, if agreed to by the Employer, or reinstated for use at a later date at a mutually agreed upon time between the Employer and the Employee. If the displaced vacation is not taken prior to the end of the calendar year, it shall be paid out by January 31 of the following calendar year.

- (ii) The Employee shall provide the Employer with a Certificate from the medical practitioner who provided the medical attention to the Employee pursuant to point #1 in sub-paragraph (h)(i) above.
- (iii) The Employer may require the Employee to provide appropriate documentation to confirm the Employee's entitlement to the bereavement leave in point #2 in sub-paragraph (h)(i) above.
- (iv) The Employee shall be responsible for the payment of any costs in obtaining the Certificate referred to in sub-paragraph (ii) or the documentation referred to in sub-paragraph (iii).

## **10.2 Entitlement on Termination or Retirement**

- (a) Where an Employee is terminating employment voluntarily or otherwise they shall receive vacation for the year in which the termination occurs on the basis of one-twelfth of the vacation entitlement for that year for each month, or portion of a month greater than one-half, worked to the date of termination.
- (b) In all cases of termination of service, adjustment will be made for any overpayment of vacation.
- (c) Employees retiring on a municipal pension, or upon reaching maximum retirement age, are entitled to annual vacation as follows:
  - (i) if retiring before April 1<sup>st</sup>, they receive half of the usual annual vacation;
  - (ii) if retiring April 1<sup>st</sup> or later, they receive the full annual vacation entitlement.
  - (iii) if an Employee planning to retire submits a letter to the Fire Chief, indicating their date of retirement, the Employee may defer all or any portion of the annual vacation entitlement of the year preceding retirement to the year of retirement.

## **10.3 Scheduling of Annual Vacations and Statutory Holidays**

- (a) Seniority shall be the basis by which annual vacation then statutory holidays are selected on a tour by tour rotation within each shift subject to operational requirements of the Abbotsford Fire Rescue Service. "Operational Requirements", for the purpose of this sub-paragraph, is defined as the minimum apparatus staffing levels and the rank and qualifications (i.e., Officer, Driver/Operator) required to staff each apparatus.
- (b) Seniority shall be the basis by which annual vacation, then accumulated statutory holidays, are selected on a block unit by block unit rotation within the Training and Fire Prevention Divisions subject to operational requirements of the Abbotsford Fire Rescue Service.
- (c) Annual vacations shall not be cancelled by the Employer except in the event of a natural disaster or major emergency (general call-out).
- (d) The Employer shall ensure adequate blocks are available on each Platoon in order to accommodate all current year's Annual Vacation and Statutory Holiday leave entitlements. Any previous year's leave entitlements which were canceled and not rescheduled will be paid out by January 31 of the following calendar year.
- (e) The Union shall determine the rules for scheduling of Annual Vacations, Statutory Holidays and Banked Time, and may also determine the order of the type of leave that would be selected and other rules which would not affect the operational requirements

of the Service. Provided that the Union has received all of the scheduling details for the following year from the Employer by October 31<sup>st</sup>, in the event the Union cannot complete the scheduling by December 1<sup>st</sup>, then the Employer shall determine the remaining scheduling for the following calendar year which needs to be completed.

- (f) In September of each year, the Management Team and the Union will meet to review the previous year's leave selection process as well as the operational requirements for the upcoming year. In the event that the Parties cannot reach agreement to the continuation of the leave selection process pursuant to sub-paragraph (e) for the upcoming year, then the Employer will be responsible for making the determinations under sub-paragraph (e) for the upcoming year. The agreement referred to in this provision shall not be unreasonably denied by either Party.

#### **10.4 Statutory Holidays**

- (a) Fire Suppression, Training Division and any other Employees engaged in a type of work required to be performed continuously and on every day, who have completed twelve (12) months continuous service by December 31<sup>st</sup> shall receive in each calendar year in lieu of the following twelve (12) Statutory Holidays: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; British Columbia Day; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; and Boxing Day, time equivalent to twelve (12) duty shifts. In the event that the City of Abbotsford declares a civic holiday in addition to the twelve (12) Statutory Holidays mentioned, the City shall pay, in the pay period in which the additional civic holiday falls, the equivalent of one (1) duty shift to those Employees in lieu of the civic holiday. The provisions of the Employment Standards Act shall apply to Employees with less than twelve (12) months continuous service at the beginning of a calendar year.
- (b) Fire Prevention and any other non-suppression staff shall take the Statutory Holidays as set out in (a) above, off as they occur. When a Statutory Holiday falls on a day off, the Employee shall be granted another day off at a mutually agreed upon time.
- (c) Prior to the selection of Annual Vacation Leave, Training Division Employees shall choose which of the Statutory Holidays set out in (a) above they will take off as they occur during the upcoming year. For each the remaining Statutory Holidays they shall receive in lieu time equivalent to one ten (10) hour day. These accumulated Statutory Holidays may then be taken individually on other days, or in units of two or more days.
- (d) In the year of retirement, or upon leaving the service of the Employer, Statutory Holidays, shall be granted in accordance with the provisions of the Employment Standards Act.

- (e) (i) When an Employee is off for an extended period of time (i.e. Worksafe BC leave or unpaid sick leave) statutory holidays shall continue to accrue for a maximum of twelve (12) months from the first day of the absence.
- (e) (ii) All unused and accumulated holidays shall be paid out by January 31 of the following calendar year.
- (f) Any Suppression or Training Division Employee who is required to work a regular shift on any of the Statutory Holidays shall, in addition to the entitlement set forth in paragraph (a), and in addition to being paid for their regular shift, have the option to receive payment or banked time of one-half of their regular hourly rate for each of the hours during which they are on duty on such Statutory Holiday between the hours of 00:01 hours and 23:59 hours.
- (g) Statutory holidays scheduled and cancelled in any year shall be rescheduled to later on in that year or if no time is available, shall be paid out by January 31 of the following year.
- (h) All unused holidays will be paid out by January 31 of the following calendar year. Under special circumstances, an Employee may request in writing to the Fire Chief to carry over unused holidays until March 31 of the following year. If again not used, the unused vacation shall be paid out by April 30 of that calendar year.

## **10.5 Banked Time**

- (a) Banked time accrued through call-out, overtime, or statutory holidays (Articles 8.3, 8.4, 8.5, 10.5 and 15) may be taken any time, provided minimum shift strength is maintained. Every employee shall make an effort to consume their banked time.
- (b) An Employee may bank time, pursuant to sub-paragraph (a) above, up to a maximum of ninety-six (96) straight time hours. Once the Employee's banked time is at the maximum, any additional time will be paid to the Employee at the applicable rate of pay.
- (c) An Employee shall have the option to be paid out a maximum of forty-eight (48) hours (on a semi-annual basis) from their banked time on condition that:
  - (i) they submit their request in writing by May 1<sup>st</sup> or November 1<sup>st</sup>, and;
  - (ii) the pay-out be included in the first pay period of June or December, as the case may be.
- (d) For the purpose of this provision, the Floaters assigned Platoon(s) shall be their Platoon(s) as scheduled by the Employer following the September meeting referred to in Article 10.3(f) of this Agreement.

Starting with the 2014 leave selection process, Banked Time may be booked by Suppression members into time which is determined to be available on the Floaters schedule while assigned to their Platoon (as reviewed at the September meeting between the Management Team and the Union referred to in Article 10.3(f) of this Agreement).

Any Banked Time leave which is already booked by another Suppression member pursuant to this provision will be honored, except in the event of natural disaster or major emergency (general call-out), in the following circumstances:

1. In the event that the Floater is filling in for a vacancy of another Employee on the Platoon pursuant to Article 7.14(b)(ii) of this Agreement, for the first four (4) tours of duty that the Floater is filling in for the vacancy; and
  2. In the event that the Floater is re-assigned to another Platoon to cover an unanticipated vacancy pursuant to Article 7.14(c), for the first four (4) tours of duty (on the Platoon from which the Floater is moved) from the date that the floater is re-assigned to the other Platoon.
- (e) Banked Time may be booked utilizing available Additional Fire Fighter positions providing that the member provides, at the time of the booking, back-up coverage in the event the Additional Fire Fighter positions become required to cover sickness, bereavement or Worksafe BC leave.

## **ARTICLE NO. 11 EMPLOYEE BENEFITS**

The liability of the Employer is limited to the premiums or portions related to the provision of benefits found within the master carrier policies for the following benefit plans: Medical Services Plan of B.C., Extended Health Benefit Plan, Dental Services Plan, Group Life Insurance and Accidental Death and Dismemberment. Should a carrier discontinue providing coverage the Employer shall make every effort to obtain similar coverage with another carrier.

### **11.1 Medical Services Plan of B.C.**

- (a) Probationary and permanent Employees shall be entitled to be covered under the Medical Services Plan commencing on the first day of the calendar month following the date of employment.
- (b) The Employer shall pay 100% of the premiums required by the plan.

### **11.2 Extended Health Plan**

- (a) Permanent and probationary Employees shall be entitled to enroll in the Extended Health Benefits Plan on the first day of the calendar month following six (6) months employment.
- (b) Coverage shall also include the spouse and dependent children of the Employee.

- (c) Extended Health coverage is based on the following general principles:
  - (i) Effective July 1, 2009 Coverage provided by the plan is subject to a deductible of \$100.00, with a co-insurance factor of 80% of prescription drugs and other eligible expenses. Eligible expenses will include orthopedic shoes and a \$2,000.00 lifetime maximum corrective eye surgery benefit. Eligible expenses will include user fees for: speech therapy, physiotherapy, acupuncturist, psychologist, naturopathy, chiropractic, massage therapy, annual eye examination (inclusive of retinal scan), PSA testing, and non-surgical podiatry. Eligible expenses also include \$400.00 of vision care every two (2) years for Employees, spouse and dependent children.
  - (ii) Aggregate maximum under the plan for all eligible members is \$1,000,000.00 per person, per lifetime.
  - (iii) The Employer will arrange with the carrier to have a Direct Pay Drug card provided to all eligible Employees.
- (d) The Employer shall pay 100% of the premium cost.

### **11.3 Dental Services Plan**

- (a) Permanent and probationary Employees shall be entitled to enroll in the Dental Services Plan on the first day of the calendar month following six (6) months of employment.
- (b) In accordance with the provisions of the master carrier policy, coverage shall include the spouse and dependent children of the Employee.
- (c) Dental coverage is based on the following general principles:
  - (i) Basic, Supplementary Basic Dental and Denture Services (Plan I, II & III) - Plan pays for 80% of approved schedule of fees.
  - (ii) Major Restorative Services (Plan IV) - Plan pays for 50% of approved schedule of fees.
  - (iii) Orthodontics (Plan V) up to a lifetime maximum of \$3,500.00 - Plan pays for 50% of the approved schedule of fees.
- (d) The Employer shall pay 100% of the premium cost.

#### 11.4 Group Life Insurance and Accidental Death and Dismemberment (AD&D)

- (a) Permanent and probationary Employees shall join the group life insurance plan on the first day of the calendar month following six (6) months of employment.
- (b) Coverage is based on the following general principles:
  - (i) Two (2) times annual salary, rounded to the nearest thousand dollar to a maximum of \$200,000.00, or as set out in the master policy, whichever is greater.
  - (ii) Accidental death and dismemberment coverage for loss within three hundred and sixty-five (365) days of an accident of life, limb or sight according to the schedule set forth in the master policy.
- (c) The Employer shall pay 100% of the premium cost.

#### 11.5 Sick Leave Credit

- (a) (i) Fire Suppression Employees covered by this Agreement shall be entitled to accumulate eighteen (18) hours of sick leave credit for each month of service, to be paid during sick leave cumulative to a maximum of two thousand, one hundred and eighty four (2184) hours to be credited in accordance with sub-paragraph (iii) below. Credit shall accumulate at .0989 per hour.

Suppression	
Total Hours per Year	42 hours x 52 weeks = 2,184 hours
Total Annual Sick Entitlement	12 months x 18 hours = 216 hours
Entitlement per Hour	216 hours/2,184 Total Hours = .0989

- (ii) Non-Suppression Employees covered by this Agreement shall be entitled to accumulate fifteen (15) hours of sick leave credit for each month of service, to be paid during sick leave cumulative to a maximum of two thousand, one hundred and eighty four (2184) hours to be credited in accordance with sub-paragraph (iii) below. Credit shall accumulate at .0865 per hour.

Non-Suppression	
Total Hours per Year	40 hours x 52 weeks = 2080 hours
Total Annual Sick Entitlement	12 months x 15 hours = 180 hours
Entitlement per Hour	180 hours/2080 Total Hours = .0865

- (iii) A Communal Sick Leave Bank, consisting of the contributions referred to in sub-paragraph (iv) below to a cumulative maximum of four thousand five hundred (4500) hours of sick leave credits, shall be established and administered by the Employer. This Communal Sick Leave Bank can only be accessed by an

Employee on approval of the Employer, and only when the Employee has depleted their own sick leave bank as well as any accumulated annual vacation, statutory holidays and banked time. The Employer's approval pursuant to this provision shall not be unreasonably denied.

During the negotiations for the 2010 – 2011 Collective Agreement, the Parties acknowledged their intent to agree to the Supplementary Employment Insurance Benefit Plan language for the Communal Sick Leave which, upon approval of the Employment Insurance Commission, would be included within Article 11.5(a) of the Collective Agreement.

(iv) The contributions to the Communal Sick Leave Bank shall be made by the Employer in the following manner:

1. Once an Employee has reached their maximum cumulative sick leave bank of 2184 hours, the Employer shall continue to contribute the applicable monthly hours of sick leave credit for that Employee, if otherwise eligible, to the Communal Sick Leave Bank up to a maximum annual contribution of fifty (50) hours per Employee.

2. An Employee who has

(a) reached the cumulative maximum of 2184 hours in their sick leave bank, and

(b) used sick leave credits so as to reduce their cumulative sick leave bank below 2184 hours, will be entitled to accumulate further sick leave credits, pursuant to Article 11.5, until the Employee's sick leave bank reaches the cumulative maximum of 2184 hours. Thereafter, the Employer will continue to contribute the applicable monthly hours of sick leave credit for that Employee to the Communal Sick Leave Bank pursuant to point #1 above.

3. The Employer shall continue to make the annual contributions to the Communal Sick Leave Bank, pursuant to point #1 above, with respect to those eligible Employees who have reached their maximum sick leave bank of hours, provided that the Communal Sick Leave Bank is below its cumulative maximum of 4500 hours of sick leave credits.

(b) Employees with accumulated sick leave credit at the effective date of this Agreement will retain such sick leave credit and shall be entitled to accrue sick leave credit as set out in (a) above.

(c) Sick leave credits will not be accrued if an Employee is on leave of absence without pay, on paid sick leave, or after six (6) months on Worksafe BC leave.

- (d) The Fire Chief may require, on an individual basis, an Employee to produce a Medical Certificate signed by a medical practitioner in case of sickness or accident, the cost of which shall be paid for by the Employer.

#### **11.6 WorkSafe BC Compensation**

- (a) Where an Employee is absent from duty due to an injury or disease arising out of and in the course of employment, and is entitled to compensation under the Worksafe BC Act, the Employer shall pay the Employee their normal net take-home pay (as opposed to their gross basic pay) in the following circumstances:
  - (i) the Employee is receiving temporary total or partial disability wage loss payments from the Worksafe BC, and
  - (ii) the temporary total or partial disability wage loss payments made by Worksafe BC are remitted to the Employer.
- (b) For the purpose of this Article, the term "normal net take-home pay" shall mean the normal amount of the Employee's gross basic pay, or, if acting in a higher capacity be based upon the Employee's scheduled regular hours of work per week times the scheduled applicable hourly rate of pay as set out herein, plus any service pay to which the Employee is entitled, less the following amounts:
  - (i) normal deductions required by law on the amount by which an Employee's normal gross pay exceeds the Worksafe BC temporary total or partial disability wage loss payments; and,
  - (ii) deductions as required by the operation of the Collective Agreement including amendments. The Employer will remit the amount of these deductions to the appropriate authorities on behalf of the Employee.
- (c) Where an Employee is receiving Worksafe BC benefits and Worksafe BC changes the wage loss payment resulting in a reduction to the Employee the Employer shall continue paying the Employees net take-home pay as per clauses (a) and (b) above for a minimum period of two (2) years from the start of the most recent injury or disease.
  - (i) After the two (2) year period, an Employee on any reduced benefits shall be entitled to use their accumulated sick leave credits; then any accumulated banked overtime; followed by any accumulated statutory holidays; and finally use any accumulated annual vacation to maintain their "net take-home pay".
  - (ii) Once these benefits, (c)(i) above, have been exhausted the reduced benefit shall be remitted directly to the Employee.

- (d) (i) When an Employee is injured on duty and goes off on Worksafe BC Leave, the remainder of that shift in pay shall be paid for by the Employer.
  - (ii) a) Where an Employee has an election to choose Worksafe BC benefits and elects to pursue litigation rather than Worksafe BC benefits, the Employer shall permit the use of sick leave credits.
  - b) Paragraph (d)(ii)(a) above, is subject to the Employee, entering into an agreement with the Employer, reimbursing any sick leave credits used, at the conclusion of the litigation. When the Employer receives the reimbursement of sick leave credits, from the Employee, the Employer shall credit the Employees sick leave bank with the amount reimbursed.
- (e) The provisions of this Article do not apply where an Employee is in receipt of a Worksafe BC Pension, or, reduced bridge to pension payments except as provided for in "c" above, unless it is for another separate compensable injury or disease.

### **11.7 Disabled Employees**

Every reasonable effort will be made by the Employer to provide Employees, who are unable to perform their full regular work duties due to medical reasons, with the opportunity to return to work in accordance with the principles set out in Letter of Understanding No 3 – Modified Work Program.

### **11.8 Bereavement Leave**

- (a) If required by individual circumstances, an Employee shall be granted up to four (4) working shifts without loss of pay in the case of the death of a member of their immediate family (i.e. spouse, common-law spouse, child, parent, parent-in-law, siblings, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law), or other relative living in the Employees household.
- (b) Upon application to and receiving the permission of the Fire Chief, an Employee may be granted leave of up to one (1) shift, without loss of pay, in order to attend a funeral as a pall bearer or mourner in any case other than the previous paragraph of this Agreement providing no overtime is incurred at the time of application.

### **11.9 Family Illness**

Where no one at home, other than the Employee, can provide for the needs of a sick member of their immediate family, the Employee shall be granted, after receiving the permission of the Fire Chief, to use a maximum of three (3) Sick Leave days per year, to care for the member of the family who is ill. Immediate family is defined as spouse, dependent child (as defined for the purpose of the Medical Services Plan of B.C.) or live-in parent.

### **11.10 Birth/Adoption Leave**

After receiving permission of the Fire Chief, an Employee may be granted up to two (2) shifts off without loss of pay at the time of birth or to make arrangements for an adoption.

### **11.11 Retirement - Municipal Pension Plan**

- (a) Employees shall be enrolled as contributors into the Group 5 Pension and covered by the provisions of the Municipal Pension Plan when eligible to participate in accordance with the terms and conditions of the Municipal Pension Plan.
- (b) All contributions by both the Employer and the Employees to the Special Agreement Pension (SA) shall cease for eligible Employees and balances for such Employees shall be handled in accordance with the rules established by the Municipal Pension Plan
- (c) The Employer shall pay to all Employees enrolled in Municipal Pension Plan Group 5 a Supplemental Pension Allowance (SPA) of 0.56% of pensionable earnings to be directed to a group tax free savings plan (Group TFSA) and indicated on employee's biweekly pay cheque in lieu of participation in the Special Agreement Plan.
- (d) All Group 5 eligible Employees shall be required to retire by the end of the month in which age 60 is achieved.

### **11.12 Retirement Gratuity**

Employees who after a minimum of five (5) years service retire on municipal pension shall receive two (2) month's pay plus an additional week's pay for every additional five (5) years of service.

### **11.13 Leave of Absence**

- (a)
  - (i) Any Employee desiring a leave of absence without pay shall be granted such leave insofar as the regular operation of the Service will permit, in the opinion of the Fire Chief, providing reasonable notice (minimum of one (1) month) is given to the Fire Chief. Such leave of absence shall not exceed one (1) year, at the end of which the Employee shall revert back to their previous position prior to the leave of absence without loss of seniority.
  - (ii) If there has been upward movement on Schedule D or Schedule C during the course of their absence, the Employee will return to suppression in their ranked order provided they met the required qualifications for the position at the time the leave commenced.

- (iii) If the qualifications have changed since the beginning of the leave, the Employee will be given an opportunity to meet the new qualifications. In such circumstances:
  1. The Employer will pay the applicable registration fees and textbook costs with respect to any required courses the Employee must complete to meet the new qualifications; and
  2. The Employee will be compensated at their regular rate of pay for time spent at any required courses or training in order to meet the new qualifications.
- (b) Leaves of absence may be extended in special circumstances at the discretion of the Fire Chief.
- (c) When leaves of absence exceeds twelve (12) months (cumulative), seniority shall not be accrued.
- (d) (i) Any upwards movement by other Employees providing positional coverage during the period of the leave specified in paragraphs (a) and (b) above will be considered temporary until such time as the Employee taking the leave returns to the previous position they held, or the Employee taking the leave does not return.
- (ii) In the event the Employee taking the leave does not return, then all other Employees who had moved upwards to provide positional coverage shall be confirmed in their positions, at which time Article 7.3(b) shall be applicable to those Employees.

#### **11.14 Leave for Public Office**

The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a Leave of Absence for a maximum of two (2) months so the Employee may be a candidate in Federal, Provincial, or Municipal election. This leave shall be unpaid and benefits, where allowable, may be continued, provided the Employee pays both their own and the Employer's share of the premiums.

An Employee elected to public office shall be allowed a Leave of Absence without loss of seniority during their term(s) in office.

#### **11.15 (a) Maternity Leave, (b) Employment Pregnancy, (c) Parental Leave, (d) Benefit Coverage, (e) Maternity Supplementary Employment Insurance Benefit (SEIB) Plan, (f) Superannuation Leave of Absence**

##### **(a) Maternity Leave**

- (i) Upon written request, at least four (4) weeks in advance, maternity leave to a maximum of seventeen (17) weeks shall be granted without pay or loss of seniority. The Employee returning to work after maternity leave shall provide the Employer with at least four (4) weeks' notice.

- (ii) Where an Employee gives birth prior to requesting or commencing maternity leave, such leave will be deemed to commence from the date of birth.
- (iii) The Employer may require an Employee to provide a Medical Certificate stating the Employee is able to return to work.
- (iv) Upon returning to work from Maternity leave, the Employee shall be returned to their previous rank. If there has been any upward movement on Schedule D or Schedule C during the course of their absence, the Employee will return to suppression in their ranked order provided they met the required qualifications for the position at the time the leave began. If the qualifications have changed since the beginning of the leave, the Employee will be given an opportunity to meet the new qualifications. In such circumstances:
  1. The Employer will pay the applicable registration fees and textbook costs with respect to any required courses the Employee must complete to meet the new qualifications; and
  2. The Employee will be compensated at the applicable rate of pay for time spent at any required courses or training in order to meet the new qualifications.
- (iv) An Employee may request an extension of the maternity leave up to an additional six (6) consecutive weeks provided a medical practitioner certifies that the Employee is unable to return to work for health reasons related to the birth or termination of the pregnancy.
- (vi) If the pregnancy terminates in the twentieth (20<sup>th</sup>) week or later and the Employee meets the Employment Insurance qualifying conditions for maternity benefits, they shall be granted maternity leave.

**(b) Employment During Pregnancy**

- (i) Where an Employee can no longer perform their duties as a result of the pregnancy, the Employer may require the Employee to temporarily transfer to another position. An Employee shall not suffer any loss of pay or benefits during this temporary transfer. The Employer shall require a pregnant Employee be relieved of any duties prohibited by a medical practitioner.
- (ii) If a temporary transfer is not feasible in the circumstances, the Employee shall be entitled to use their accumulated sick leave.
- (iii) The Employer may require a Medical Certificate as proof of the Employee's capability to perform their normal duties.

**(c) Parental Leave**

- (i) Upon written request, at least four (4) weeks in advance, an Employee who is the birth or adoptive mother or father may be granted a parental leave of up to thirty-five (35) consecutive weeks without pay or loss of seniority. For birth mothers the parental leave must commence immediately following the maternity leave. For birth fathers the parental leave must commence within fifty-two (52) weeks of the child's birth. For adoptive parents the parental leave must commence within fifty-two (52) weeks after the child's placement with the parent.
- (ii) An Employee may request extension of the parental leave up to an additional five (5) consecutive weeks if the child has a physical, psychological, or emotional condition that requires additional parental care.
- (iii) In the event the birth mother dies or is totally disabled, an Employee who is the child's other parent shall be entitled to the maternity and parental leave contained in this provision.
- (iv) In no instance shall the combined maternity and parental leave exceed fifty-two (52) weeks.
- (v) Upon returning to work from Parental leave, the Employee shall be returned to their previous rank. If there has been upward movement on Schedule D or Schedule C during the course of their absence, the Employee will return to suppression in their ranked order provided they met the required qualifications for the position at the time the leave began. If the qualifications have changed since the beginning of the leave, the Employee will be given an opportunity to meet the new qualifications. In such circumstances:
  - 1) The Employer will pay the applicable registration fees and textbook costs with respect to any required courses the Employee must complete to meet the new qualifications; and
  - 2) The Employee will be compensated at the applicable rate of pay for time spent at any required courses or training in order to meet the new qualifications.

**(d) Benefit Coverage**

- (i) Medical, dental, and Extended Health benefits, if applicable, shall be maintained during the period of leave under Article 11.15 (a) and 11.15 (c), provided the Employee makes arrangements prior to commencing the leave to pay their share of the premiums. Group Life Insurance shall be maintained 100% by the

Employer for the period of leave. Arrangements for any additional deductions (e.g. Computer Purchase Plan) must also be made in advance of the leave.

- (ii) Vacation entitlements shall continue to accrue during the first fifty-two (52) weeks of leave.
- (iii) Sick leave entitlements for Employees on leave under this Article shall accrue during the first fifty-two (52) weeks of leave.
- (iv) An Employee on maternity or parental leave who has notified the Employer of their intention to return to work and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, shall be entitled to sick leave benefits commencing on the first day on which the Employee would otherwise have returned to work. The Employer may request a Medical Certificate or other evidence on an Employee's entitlement to this extension, the cost of which shall be paid for by the Employer.

**(e) Maternity Supplementary Employment Insurance Benefit (SEIB) Plan**

The Employer and the Union agree to implement a Supplemental Employment *Insurance* Benefit Plan as follows:

1. Birth mothers who are entitled to maternity leave as provided for and who have applied for and are in receipt of Employment Insurance (EI) benefits are eligible to receive additional SEIB Plan payments, provided the following conditions are met:
  - (a) is a career full-time Employee who has completed their probationary period;
  - (b) the Employee guarantees in writing that they will return to full-time employment;
  - (c) the Employee enters into a written agreement with the Employer and signs a promissory note agreeing to repay the Employer any payments made under the SEIB Plan if they do not return to full-time employment;
  - (d) the Employee gives the Employer four (4) weeks advance notice of their return to work
2. Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive additional SEIB Plan payments.
3. The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth, or as provided for in paragraph 2 above.

4. The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an Employee and 95% of their gross weekly earnings and is paid as follows:
  - (a) For the first six (6) weeks, which includes the two (2) week Employment Insurance waiting period; and
  - (b) 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 serious health reason related to the birth and provides the Employer with satisfactory medical evidence.
5. The Plan meets the requirements of Section 38 of the EI Regulations, specifically that, when combined with an Employee's weekly EI Maternity benefit, the payment does not exceed the Employee's normal weekly earnings from employment an Employee's accumulated leave credits will not be reduced.
6. Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an Employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any payback's arising from changes to or the application of the tax regulations.

### **Superannuation Leave of Absence for Maternity, Adoption, and Parental Leaves**

The Parties agree that Employees on Leave of Absence for Maternity, Adoption and Parental Leave will be eligible to contribute towards Superannuation in accordance with the terms and conditions of the Municipal Pension Plan. Any adjustments to calculations will be borne by the parties affected (Employer and/or Employee).

### **11.16 Revocation of Drivers' License**

If an Employee who is required to hold a valid B.C. driver's license suffers a revocation of their driver's license due to medical, health, or any other non-culpable reason, they shall be reassigned and paid at the appropriate rate for such reassignment, provided they are capable and work is available, and that such requirement does not displace another Employee. If work is not available, the Employee shall be granted an unpaid leave of absence until their license is re-instated.

### **11.17 Benefits Upon the Death of an Employee**

- (a) Following the death of an Employee, a lump sum payout of all of the Employee's accrued, but unused, Sick Leave Credit, Annual Vacation, Statutory Holidays, and Banked Overtime Bank shall be made by the Employer to the Estate of the Employee.

- (b) The Employer shall continue to provide, at the cost of the Employer, the Medical Services Plan, Extended Health Plan and Dental Services Plan coverages to those eligible dependents of the Employee (who had been receiving such coverages immediately prior to the Employee's death) until the end of the calendar month following the month in which the death of the Employee occurred.

## **ARTICLE NO. 12 SELECTION OF INSURANCE CARRIER**

The Employer reserves the right to select the insurance carrier in respect to Medical, Extended Health, Dental, Life Insurance and Accidental Death and Dismemberment, provided coverage is equal or superior; the Employer will administer these plans in accordance with the provisions of the master policies of the carrier.

## **ARTICLE NO. 13 TRAINING AND DEVELOPMENT**

- (a) Employees of the Abbotsford Fire Rescue Service are encouraged to undertake training and development to increase their knowledge and skills, to aid in their own self-development, and to increase their opportunities for promotion.
- (b) The Employer is prepared to underwrite the cost of the external training, subject to the Fire Chiefs approval. This training and development must bear a direct relationship to the immediate and future work of the Abbotsford Fire Rescue Service and may be in the form of seminars and/or educational courses.
- (c) Training courses and job related seminars which are not required by the Employer, however, which are offered to the Employee, will be compensated at the Employee's regular rate of pay for time spent at the training or seminar

In consultation with the Union the Employer may offer Employees the opportunity to attend seminars of interest. In these cases the Employer may cover registration fees and where applicable, make arrangements for transportation.

- (i) Subject to sub-paragraph (ii) below, training required by the Employer outside of regular working hours will be compensated at one and a half times the Employees regular rate of pay for all hours of training outside of the Employee's regularly scheduled shift, with a minimum of two (2) hours pay.
- (ii) Where the Employer requires Employees, who have accumulated AFRS suppression time totaling less than four (4) years, to attend training outside of their regularly scheduled shift, the Employer shall do so at the Employee's regular rate of pay for a maximum of four (4) calendar days per year. The Employer must post the required training days prior to Employees selecting their vacation leave. The required training shall not be scheduled during recognized vacation seasons (i.e. July, August, Christmas or other public school holidays). Training days where time off in lieu is granted do not count as off duty required training days.

Off duty required training not posted prior to the selection of vacation leave or in excess of the four (4) calendar days referred to above shall be compensated at overtime rates.

- (iii) The Employer shall take reasonable steps to schedule the four (4) required calendar days of training for those Employees who have accumulated AFRS suppression time totaling less than four (4) years, as referred to in sub-paragraph (ii) above, in accordance with the following principles:
  - 1. The four (4) required calendar days of training should not be scheduled so as to fall over the full block of four (4) scheduled days off for the Suppression Employee.
  - 2. If practicable, the four (4) required calendar days of training should not be scheduled to occur on the first day of the block of four (4) scheduled days off for the Suppression Employee.
  - 3. If, notwithstanding point #1 above, the four (4) required calendar days of training are scheduled so as to fall over the full block of four (4) scheduled days off for the Suppression Employee, then the Employee shall be compensated at one and a half times their regular rate of pay for all hours of training provided on the Employee's first scheduled day off.
  - 4. Employees who have accumulated AFRS suppression time totaling less than four (4) years, and who miss any of their scheduled four (4) calendar days of required training referred to in sub-paragraph (ii) above due to approved absence such as illness or bereavement leave, will be required to complete their training at the next available opportunity and will be compensated at their regular rate of pay for the rescheduled training days(s).
- (d) If the course falls during an Employee's scheduled vacation time, the Employee shall have the opportunity to reschedule their vacation at a mutually agreed upon time.
- (e) Employees involved in the delivery of the Secondary Fire Academy training shall be compensated at over-time rates for time spent providing the instruction and shall receive a minimum of one (1) hours pay.

#### **ARTICLE NO. 14 ABSENCE FROM DUTY OF UNION REPRESENTATIVES**

- (a) Provided that it does not interfere with the operation of the Abbotsford Fire Rescue Service, up to two (2) official representatives of the Union shall be granted permission by the Employer to attend negotiating meetings for the purpose of carrying on collective bargaining. Representatives appointed by either party shall not exceed five (5) members each in attendance at any meeting. Up to two (2) Union representatives shall be given time off with pay as follows:

- (i) the day of negotiations if scheduled to work that shift;
  - (ii) the night shift prior to the day of negotiations if scheduled to work that night;
  - (iii) the night shift of the day of negotiations if bargaining carries on past 14:00 hours that day.
- (b) Time off with pay for up to two (2) official representatives of the Union shall be granted when it becomes necessary to transact business (such as grievances, promotional proceedings, etc.) or any other matters affecting labour relations between the parties during regular working hours of the Union's representatives.

Unless required by the Employer to attend a grievance arbitration or Labour Board hearing, an Employee will not be eligible for compensation under this Article while in attendance if it results in an overtime cost.

- (c) Notwithstanding clause (a) above, the provisions in (i) of that clause shall not apply if it is known in advance by both parties that a particular negotiating meeting will be of short duration, i.e. less than three (3) hours; in which case the Employee shall be compensated at their regular rate of pay for the portion of the shift they lost, including reasonable time for preparation, meals, and changing of clothes, when necessary in the opinion of the Fire Chief.

#### **ARTICLE NO. 15 SAFETY COMMITTEE**

The parties shall establish a Safety Committee composed of members appointed by the Employer and of members appointed by the Union. The Employee shall be paid their overtime rate of pay for attending meetings of the Committee, investigations, and training seminars, when required to attend while off duty. Employees shall bank overtime earned under this Article.

#### **ARTICLE NO. 16 CRITICAL INCIDENT STRESS COMMITTEE**

- (a) A joint Critical Incident Stress Committee shall be formed consisting of an equal number of people from both Management and the Union. This Committee shall work within the Critical Incident Stress Debriefing Policies, Protocols and Procedures.
- (b) Employees who, outside of their regularly scheduled shift, attend a regularly scheduled Critical Incident Stress Committee meeting (with an annual maximum of five (5) regularly scheduled meetings) shall be remunerated at one and one-half times their regular rate of pay for the time the Employee is attending the meeting, with a minimum of two (2) hours.

## **ARTICLE NO. 17 GRIEVANCE PROCEDURE**

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 difference which shall be the subject of collective bargaining between the Union and the Employer to be finally and conclusively settled under, and by, the following procedures:

### **(a) First Stage**

Any grievance shall, in the first instance, be taken up with the Fire Chief, giving full particulars in writing, within fourteen (14) days of the grievance arising. In any case where an Employee is prevented from submitting a grievance within the time limit set forth in this section as a result of any authorized leave of absence, the said time limit shall be extended in order to provide them with fourteen (14) days exclusive of the period of absence in order to submit the grievance.

### **(b) Second Stage**

If the alleged grievance is not settled by the Fire Chief within seven (7) days, the matter shall be referred to the Director of Human Resources, who shall arrange for meetings with the Union within seven (7) days from receipt of such request.

### **(c) Final Settlement**

If no settlement is reached at the second stage within seven (7) days, then the grievance shall be finally and conclusively settled without stoppage of work, by submission to a single Arbitrator subject to paragraph (e) below:

### **(d) Arbitration**

- (i) The resolution of the grievance by a single Arbitrator must be agreed to by both the Employer and the Union, who shall equally share the cost of the single Arbitrator. If one (1) of the parties is unwilling to submit the dispute to a single Arbitrator, each party shall have seven (7) days to name its appointee to a three (3) person Arbitration Board, which shall be formed in accordance with clause (e)(ii) below:
- (ii) A Board of Arbitration shall consist of three (3) persons, one (1) 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 seven (7) days of appointment and are allowed a further five (5) days to agree upon a Chairman. If they fail to agree upon a Chairman, either party may apply to the Minister of Skills, Labour and Training to appoint a Chairman. The decision of the Board shall be final and binding on both parties. Each shall bear the expenses of

the arbitrator appointed by such party and pay half of the expenses of the Chairman.

**(e) Extension of Time Limits**

It is agreed and understood that the time limits outlined in previous paragraphs may be extended by mutual consent of the parties to this Agreement.

**(f) Suspension or Dismissal**

- (i) Where the grievance concerns the suspension or dismissal of an Employee, such grievance immediately proceeds to the second stage of the grievance procedure.
- (ii) Upon written notification of suspension or dismissal, an Employee desiring to appeal such suspension or dismissal must do so to the Fire Chief, and notice of such appeal must be made within seven (7) days of receipt of such notice of suspension or dismissal.

**ARTICLE NO. 18 LAYOFF**

- (a) When a layoff is necessary due to a reduction or elimination of positions the Employee with the least seniority shall be laid off first, provided Employees with more seniority have the required combination of qualifications, knowledge, skills, ability, and experience to perform the work.
- (b) Medical, Extended Health, and Dental coverage for laid off Employees shall cease as of the last day of the month during which the layoff commenced. All other benefits shall cease on the day of the layoff.
- (c) When notified of layoff the Employee must, at least seven (7) working days prior to the effective date of layoff, advise the Employer in writing, of their election pursuant to Article 19, Recall, or Article 20, Compensation. If the Employee fails to make such election within the specified period, the Employee shall be deemed to have elected compensation pursuant to Article 20.

**ARTICLE NO. 19 RECALL**

The following shall apply only to laid off Employees who have elected this process pursuant to paragraph (c) of Article 18.

- (a) No new Employees shall be hired following a layoff until those members who were laid off have been given a reasonable opportunity of recall as detailed below.
- (b) Subject to the provisions below, laid off Employees shall be recalled in order of seniority, and shall retain their right to be recalled for eighteen (18) months immediately following the date of layoff.

- (c) Laid off Employees shall be responsible to ensure the Employer is notified of their most current mailing address and telephone number.
- (d) In recalling a laid off Employee, the Employer shall advise the Employee by registered mail directed to the latest mailing address provided by the Employee. The Employer shall also forward a copy of the letter to the Union.
- (e) A laid off Employee who does not respond to the Employer within fourteen (14) calendar days of the receipt of the registered letter shall have no further right to recall under this Article.
- (f) Once the Employer contacts the laid off Employee the Employer shall notify the Employee of the time and place for reporting to duty. If requested, the Employer shall allow the Employee at least fourteen (14) days, from the initial contact to report for duty.
- (g) A laid off Employee who refuses to or does not report for duty at the time and place determined in paragraph (f) above, shall have no further right to recall under this Article.

#### **ARTICLE NO. 20 COMPENSATION**

- (a) For the purpose of paragraph (b) below only: "Day's pay" means a laid off Employee's straight time hourly classified rate of pay, excluding all premium pay, times ten (10) normal daily hours.
- (b) Laid off Employees shall be entitled to compensation of three (3) days' pay for each year of continuous service up to, and including, five (5) years of continuous service. After six (6) years of continuous service, the laid off Employee shall be entitled to thirty (30) days' pay plus five (5) days' pay for each additional complete year of service up to a maximum of ninety (90) days' pay.
- (c) Employees who elect, or are deemed to have elected, compensation pursuant to paragraph (c) of Article 18 shall be considered terminated on the effective date of layoff.

#### **ARTICLE NO. 21 GENERAL CONDITIONS**

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

#### **ARTICLE NO. 22 RIGHT TO UNION REPRESENTATION**

- (a) An Employee shall have the right to have a member of the Union Executive present at any discussion with Management of a disciplinary action and Management shall make every effort to notify the Employee in advance of the purpose of the meeting in order that the Employee can contact the Union Executive to request representation. The Employer shall allow a reasonable time for a Union Executive member to make

arrangements and attend the meeting and shall, if practical, delay the meeting. Where a Union Representative is unable to attend the meeting by the end of the shift, the Employee may select another Employee as their witness. Where circumstances require the spontaneous imposition of discipline, Management shall advise the Union Executive immediately thereafter.

- (b) Where the Employer decides to demote an Employee, the burden of proof of just and reasonable cause shall rest with the Employer. In such instances, the Employee shall be given the reasons for the demotion in the presence of a Union representative. Such reasons shall be confirmed in writing with a copy to the Union.

## **ARTICLE NO. 23 SCHEDULES**

The parties agree that the following schedules form part of this Agreement:

Schedule "A" - Rates of Pay

Schedule "B" - Seniority List

Schedule "C" – Officer List

Schedule "D" – Suppression Acting Officer Candidate List

Schedule "E" – First Year Vacation Table

## ARTICLE NO. 24 WAGES

The Employer and the Union agree to the retroactive wage increases and adjustments as follows:

- (a) Effective 2012 January 01, the monthly 4<sup>th</sup> Year Fire Fighter rate in effect on 2011 December 31 shall be increased by two and one half percent (2.5%) and rounded up to the nearest whole dollar. All other rank indices shall be maintained.
- (b) Effective 2013 January 01, the monthly 4<sup>th</sup> Year Fire Fighter rate in effect on 2012 December 31 shall be increased by two and one half percent (2.5%) and rounded up to the nearest whole dollar. All other rank indices shall be maintained.
- (c) Effective 2014 January 01, the monthly 4<sup>th</sup> Year Fire Fighter rate in effect on 2013 December 31 shall be increased by two and one half percent (2.5%) and rounded up to the nearest whole dollar. All other rank indices shall be maintained.
- (d) Effective 2015 January 01, the monthly 4<sup>th</sup> Year Fire Fighter rate in effect on 2014 December 31 shall be increased by two and one half percent (2.5%) and rounded up to the nearest whole dollar. All other rank indices shall be maintained.
- (e) Effective 2016 January 01, the monthly 4<sup>th</sup> Year Fire Fighter rate in effect on 2015 December 31 shall be increased by two and one half percent (2.5%) and rounded up to the nearest whole dollar. All other rank indices shall be maintained.
- (f) Effective 2017 January 01, the monthly 4<sup>th</sup> Year Fire Fighter rate in effect on 2016 December 31 shall be increased by two and one half percent (2.5%) and rounded up to the nearest whole dollar. All other rank indices shall be maintained.
- (g) Effective 2018 January 01, the monthly 4<sup>th</sup> Year Fire Fighter rate in effect on 2017 December 31 shall be increased by two and one half percent (2.5%) and rounded up to the nearest whole dollar. All other rank indices shall be maintained.
- (h) Effective 2019 January 01, the monthly 4<sup>th</sup> Year Fire Fighter rate in effect on 2018 December 31 shall be increased by two and one half percent (2.5%) and rounded up to the nearest whole dollar. All other rank indices shall be maintained.

**SCHEDULE "A"**  
Based off MONTHLY RATES

All Officer Rates use the 10th year monthly fire fighter as a base. The remainder are based on the 4th year fire fighter monthly rate.

Wage increments of first 6 months through 10th year as indicated in Schedule "A" are based upon years of service and not promotion.

	Jan 01/12 2.5% @1.02				Jan 01/13 2.5% To Mar 03/13 2013 @1.02				Mar 04/13 @ 1.03 and 2.5%				Jan 01/14 2.5%			
	Index	Monthly	Hourly	Annual	Index	Monthly	Hourly	Annual	Index	Monthly	Hourly	Annual	Index	Monthly	Hourly	Annual
<b>Suppression</b>																
First 6 months	0.70	4852	26.57	58,224	0.70	4974	27.24	59,688	0.70	4974	27.24	59,688	0.70	5099	27.92	61,188
Second 6 months	0.75	5199	28.47	62,388	0.75	5330	29.19	63,960	0.75	5330	29.19	63,960	0.75	5463	29.91	65,556
2nd year	0.80	5546	30.37	66,552	0.80	5685	31.13	68,220	0.80	5685	31.13	68,220	0.80	5827	31.91	69,924
3rd year	0.90	6239	34.16	74,868	0.90	6395	35.02	76,740	0.90	6395	35.02	76,740	0.90	6556	35.90	78,672
4th year	1.00	6932	37.96	83,184	1.00	7106	38.91	85,272	1.00	7106	38.91	85,272	1.00	7284	39.89	87,408
10th year	1.02	7071	38.72	84,852	1.02	7248	39.69	86,976	1.03	7319	40.08	87,828	1.03	7503	41.08	90,036
Lieutenant	1.12	7920	43.37	95,040	1.12	8118	44.45	97,416	1.12	8197	44.88	98,364	1.12	8403	46.01	100,836
Captain	1.22	8627	47.24	103,524	1.22	8843	48.42	106,116	1.22	8929	48.89	107,148	1.22	9154	50.13	109,848
<b>FIRE PREVENTION</b>																
<b>Fire Inspectors</b>																
First 6 months	0.70	4852	27.90	58,224	0.70	4974	28.60	59,688	0.70	4974	28.60	59,688	0.70	5099	29.32	61,188
Second 6 months	0.75	5199	29.89	62,388	0.75	5330	30.65	63,960	0.75	5330	30.65	63,960	0.75	5463	31.41	65,556
2nd year	0.80	5546	31.89	66,552	0.80	5685	32.69	68,220	0.80	5685	32.69	68,220	0.80	5827	33.50	69,924
3rd year	0.90	6239	35.87	74,868	0.90	6395	36.77	76,740	0.90	6395	36.77	76,740	0.90	6556	37.69	78,672
4th year	1.00	6932	39.86	83,184	1.00	7106	40.86	85,272	1.00	7106	40.86	85,272	1.00	7284	41.88	87,408
10th year	1.02	7071	40.66	84,852	1.02	7248	41.67	86,976	1.03	7319	42.08	87,828	1.03	7503	43.14	90,036
FP Lieutenant	1.12	7920	45.54	95,040	1.12	8118	46.67	97,416	1.12	8197	47.13	98,364	1.12	8403	48.31	100,836
FP Officer/Captain	1.28	9051	52.04	108,612	1.28	9277	53.34	111,324	1.28	9368	53.86	112,416	1.28	9604	55.22	115,248
<b>FIRE AND LIFE SAFETY EDUCATION</b>																
<b>Public Fire and Life Safety Educator</b>																
First 6 months	0.70	4852	27.90	58,224	0.70	4974	28.60	59,688	0.70	4974	28.60	59,688	0.70	5099	29.32	61,188
Second 6 months	0.75	5199	29.89	62,388	0.75	5330	30.65	63,960	0.75	5330	30.65	63,960	0.75	5463	31.41	65,556
2nd year	0.80	5546	31.89	66,552	0.80	5685	32.69	68,220	0.80	5685	32.69	68,220	0.80	5827	33.50	69,924
3rd year	0.90	6239	35.87	74,868	0.90	6395	36.77	76,740	0.90	6395	36.77	76,740	0.90	6556	37.69	78,672
4th year	1.00	6932	39.86	83,184	1.00	7106	40.86	85,272	1.00	7106	40.86	85,272	1.00	7284	41.88	87,408
10th year	1.02	7071	40.66	84,852	1.02	7248	41.67	86,976	1.03	7319	42.08	87,828	1.03	7503	43.14	90,036
Lieutenant (Public Fire & Life Safety Coord)	1.12	7920	45.54	95,040	1.12	8118	46.67	97,416	1.12	8197	47.13	98,364	1.12	8403	48.31	100,836
<b>TRAINING</b>																
Training Officer/Captain	1.28	9051	52.04	108,612	1.28	9277	53.34	111,324	1.28	9368	53.86	112,416	1.28	9604	55.22	115,248

## SCHEDULE "A" Based off MONTHLY RATES

All Officer Rates use the 10th year monthly fire fighter rate as a base. The remainder are based on the 4th year fire fighter monthly rate.

Wage increments of first 6 months through 10th year as indicated in Schedule "A" are based upon years of service and not promotion

Jan 01/15 2.5%				Jan 01/16 2.5%				Jan 01/17 2.5%				Jan 01/18 2.5%				Jan 01/19 2.5%			
Index	Monthly	Hourly	Annual																
0.70	5227	28.62	62,724	0.70	5358	29.34	64,296	0.70	5492	30.07	65,904	0.70	5630	30.83	67,560	0.70	5772	31.61	69,264
0.75	5600	30.66	67,200	0.75	5741	31.44	68,892	0.75	5885	32.22	70,620	0.75	6032	33.03	72,384	0.75	6184	33.86	74,208
0.80	5974	32.71	71,688	0.80	6123	33.53	73,476	0.80	6277	34.37	75,324	0.80	6434	35.23	77,208	0.80	6596	36.12	79,152
0.90	6720	36.80	80,640	0.90	6889	37.72	82,668	0.90	7061	38.66	84,732	0.90	7239	39.64	86,868	0.90	7421	40.64	89,052
1.00	7467	40.89	89,604	1.00	7654	41.91	91,848	1.00	7846	42.96	94,152	1.00	8043	44.04	96,516	1.00	8245	45.15	98,940
1.03	7691	42.11	92,292	1.03	7884	43.17	94,608	1.03	8081	44.25	96,972	1.03	8284	45.36	99,408	1.03	8492	46.50	101,904
1.12	8614	47.17	103,368	1.12	8830	48.35	105,960	1.12	9051	49.56	108,612	1.12	9278	50.80	111,336	1.12	9511	52.08	114,132
1.28	9844	51.38	112,596	1.28	10092	52.67	115,416	1.28	10344	53.99	118,308	1.28	10604	55.34	121,272	1.28	10870	56.73	124,320
0.70	5227	30.05	62,724	0.70	5358	30.81	64,296	0.70	5492	31.58	65,904	0.70	5630	32.37	67,560	0.70	5772	33.19	69,264
0.75	5600	32.20	67,200	0.75	5741	33.01	68,892	0.75	5885	33.84	70,620	0.75	6032	34.68	72,384	0.75	6184	35.56	74,208
0.80	5974	34.35	71,688	0.80	6123	35.20	73,476	0.80	6277	36.09	75,324	0.80	6434	36.99	77,208	0.80	6596	37.92	79,152
0.90	6720	38.64	80,640	0.90	6889	39.61	82,668	0.90	7061	40.60	84,732	0.90	7239	41.62	86,868	0.90	7421	42.67	89,052
1.00	7467	42.93	89,604	1.00	7654	44.01	91,848	1.00	7846	45.11	94,152	1.00	8043	46.24	96,516	1.00	8245	47.41	98,940
1.03	7691	44.22	92,292	1.03	7884	45.33	94,608	1.03	8081	46.46	96,972	1.03	8284	47.63	99,408	1.03	8492	48.83	101,904
1.12	8614	49.53	103,368	1.12	8830	50.77	105,960	1.12	9051	52.04	108,612	1.12	9278	53.34	111,336	1.12	9511	54.68	114,132
1.28	9844	56.60	118,128	1.28	10092	58.02	121,104	1.28	10344	59.47	124,128	1.28	10604	60.97	127,248	1.28	10870	62.50	130,440
0.70	5227	30.05	62,724	0.70	5358	30.81	64,296	0.70	5492	31.58	65,904	0.70	5630	32.37	67,560	0.70	5772	33.19	69,264
0.75	5600	32.20	67,200	0.75	5741	33.01	68,892	0.75	5885	33.84	70,620	0.75	6032	34.68	72,384	0.75	6184	35.56	74,208
0.80	5974	34.35	71,688	0.80	6123	35.20	73,476	0.80	6277	36.09	75,324	0.80	6434	36.99	77,208	0.80	6596	37.92	79,152
0.90	6720	38.64	80,640	0.90	6889	39.61	82,668	0.90	7061	40.60	84,732	0.90	7239	41.62	86,868	0.90	7421	42.67	89,052
1.00	7467	42.93	89,604	1.00	7654	44.01	91,848	1.00	7846	45.11	94,152	1.00	8043	46.24	96,516	1.00	8245	47.41	98,940
1.03	7691	44.22	92,292	1.03	7884	45.33	94,608	1.03	8081	46.46	96,972	1.03	8284	47.63	99,408	1.03	8492	48.83	101,904
1.12	8614	49.53	103,368	1.12	8830	50.77	105,960	1.12	9051	52.04	108,612	1.12	9278	53.34	111,336	1.12	9511	54.68	114,132
1.28	9844	56.60	118,128	1.28	10092	58.02	121,104	1.28	10344	59.47	124,128	1.28	10604	60.97	127,248	1.28	10870	62.50	130,440

**SCHEDULE "B" - SENIORITY LIST** as of Jan 1<sup>st</sup> 2012,

<b>NAME</b>	<b>DATE ENTERED FIRE SERVICE</b>	<b>SENIORITY DATE</b>	<b>REGIMENTAL NUMBER</b>
NICKEL, Kenneth	Sept. 23/82	Sept.23/82	10
HOOGE, Larry	Sept. 17/84	Sept. 17/84	12
KOLKMAN, Alfred	Sept. 17/84	Sept. 17/84	15
OSCIENNY, Michael	Sept. 17/84	Sept. 17/84	16
KWAK, Mark	Dec. 27/84	Dec. 27/84	17
VERRAULT, Neil	Dec. 4/85	Dec. 4/85	18
WILDEMAN, Daniel	Jan. 1/86	Jan. 1/86	19
BOWIE, Gregory	Jan. 1/86	Jan. 1/86	20
THRELFAL, Ian	Jan.01/86	Jan.01/86	21
HORCH, Richard	Jan. 1/86	Jan. 1/86	22
SLACK, Daryl	Jan. 1/86	Jan. 1/86	23
JANSEN, Stanley	Apr.2/87	Apr. 2/87	24
SCHIERLING, Ludwig	Dec.10/88	Dec.10/88	25
DURVIN, Jim	Feb. 4/91	Feb. 4/91	27
VANDERVEEN, Andy	Nov. 10/93	Nov. 10/93	30
KWAK, Cory	Oct. 16/95	Oct. 16/95	33
EPP, Darrel	Oct. 16/95	Oct. 16/95	34
WOOD, Wade	Oct. 16/95	Oct. 16/95	36
JONES, Dwayne	Oct. 16/95	Oct. 16/95	37
RENNIE, David	Oct. 16/95	Oct. 16/95	38
BALZER, Dave	Oct. 16/95	Oct. 16/95	39
LOEWEN, Jim	Oct. 16/95	Oct. 16/95	40
MARKWAT, John	Oct. 16/95	Oct. 16/95	41
RODDE, Mike	Oct. 16/95	Oct. 16/95	42
HAMBLY, Rob	Oct. 16/95	Oct. 16/95	43
ROBERTSON, Ben J	May 25/98	May 25/98	46
SMITH, Stuart	July 4/00	July 4/00	47
STOLTZ, Travis	July 17/00	July 17/00	49
BIRD, Craig	July 17/00	July 17/00	50
NEWMAN, Brent	July 17/00	July 17/00	51
CUSWORTH, Grant	Jan. 6/01	Jan. 6/01	52
MILSAP, Raymond	Jan. 6/01	Jan. 6/01	53
GRIFFIOEN, Ed	Jan. 6/01	Jan. 6/01	54
DANCY, Terry	Jan. 6/01	Jan. 6/01	55
DECECCO, Greg	Jan. 6/01	Jan. 6/01	56
HERRON, Greg	Jan. 6/01	Jan. 6/01	57
JONES, Michael	Oct. 22/02	Oct. 22/02	59
MOORE, Jason	Oct. 22/02	Oct. 22/02	60
YEO, Travis	June 10/03	June 10/03	61
PETRIE, Shane	June 10/03	June 10/03	62
HOLT, Kirk	June 10/03	June 10/03	63
SHELDON, Scott	June 10/03	June 10/03	64
THIRSK, Riley	June 10/03	June 10/03	65
DIRKS, Geoff	June 10/03	June 10/03	66
MCALISTER, Michael	June 10/03	June 10/03	67
THOMPSON, Brad	June 10/03	June 10/03	68
HULL, Robert	June 10/03	June 10/03	69

SCHEDULE "B" SENIORITY LIST (Con't)

<b>NAME</b>	<b>DATE ENTERED FIRE SERVICE</b>	<b>SENIORITY DATE</b>	<b>REGIMENTAL NUMBER</b>
HERREWYNEN, Ken	June 10/03	June 10/03	70
HARRIS, Krista	June 10/03	June 10/03	71
KERCHER, Chad	June 10/03	June 10/03	72
LUCAS, Tony	Oct. 7/03	Oct. 7/03	73
MAIN, Ted	Mar. 1/05	Mar. 1/05	75
DYCK, Keith	Oct. 5/05	Oct. 5/05	76
DODD, Tom	Jan. 2/06	Jan. 2/06	77
PEDERSON, Brian	May 2/06	May 2/06	78
BOLDEN, Jeffrey	Sep. 30/06	Sep. 30/06	79
HAMILTON, Mike	Oct. 30/06	Oct. 30/06	80
MCLEOD, Gavin	Oct. 30/06	Oct. 30/06	82
SHARP, David	Oct. 30/06	Oct. 30/06	83
GREWAL, Kulbir	Oct. 30/06	Oct. 30/06	84
BLEAKLEY, Joe	Oct. 30/06	Oct. 30/06	85
VANDERHORST, Terry	Oct. 30/06	Oct. 30/06	86
MAWDSLEY, Andrew	Oct. 30/06	Oct. 30/06	87
MACKINNON, Mike	Oct. 30/06	Oct. 30/06	88
SUNDERLAND, Martin	Feb.5/07	Feb. 5/07	89
JANZEN, Daniel	Feb. 6/07	Feb. 6/07	90
GEORZEN, Gerhard	May 28/07	May 28/07	91
THOMPSON, Jon	Sept. 24/07	Sept. 24/07	92
DALPRE, Amy	Oct. 29/07	Oct. 29/07	93
BIRNIE, Scott	Oct. 29/07	Oct. 29/07	94
RICE, Steve	Oct. 29/07	Oct. 29/07	95
BROWNE, Melissa	Oct. 29/07	Oct. 29/07	96
ELLIS, Scott	Oct. 29/07	Oct. 29/07	97
HOULIHAN, Adam	Oct. 29/07	Oct. 29/07	98
BROWN, Jordan	Oct. 29/07	Oct. 29/07	99
FELLINGS, Darren	Oct. 29/07	Oct. 29/07	100
FUNK, Leonard	Oct. 29/07	Oct. 29/07	101
CLARK, Spencer	Mar. 3/08	Mar. 3/08	102
SCHMID, Mark	Oct. 20/08	Oct. 20/08	103
THIESSEN, Christopher	Oct. 20/08	Oct. 20/08	104
TORENVLIET, Nicholas	Oct. 20/08	Oct. 20/08	105
SCANLAN, Marshall	Oct. 20/08	Oct. 20/08	106
PARK, Joseph	Oct. 20/08	Oct. 20/08	107
GORDON, Keegan	Oct.20/08	Oct. 20/08	108
ZAPF, Garnet	Oct. 20/08	Oct. 20/08	109
PARKER, Bradley	Oct. 20/08	Oct. 20/08	110
ROZELL, Slade	Oct. 20/08	Oct. 20/08	111
WIEBE, Patrick	Oct. 20/08	Oct. 20/08	112
COOMBES, Ryan	Jan 04/10	Jan 04/10	113
TURCHEN, Tim	Dec 13/11	Dec 13/11	114

## SCHEDULE "C" – OFFICER LIST

as of Jan 1<sup>st</sup> 2012

The Officer List is the confirmed Officers, as well as the qualified Firefighters in the Acting Officer Pool as referenced in Article 7.1(a)

<b>Officer List</b>			
Member	Date Entered Fire Service	Seniority Date	Reg. #
NICKEL, Ken	Sept 23/82	Sept 23/82	10
HOOGE, Larry	Sept 17/84	Sept 17/84	12
OSCIENNY, Mike	Sept 17/84	Sept 17/84	16
KOLKMAN, Alf	Sept 17/84	Sept 17/84	15
KWAK, Mark	Dec 27/84	Dec 27/84	17
WILDEMAN, Daniel	Jan 1/86	Jan 1/86	19
BOWIE, Greg	Jan 1/86	Jan 1/86	20
THRELFAL, Ian	Jan 1/86	Jan 1/86	21
HORCH, Richard	Jan 1/86	Jan 1/86	22
VERRAULT, Neil	Dec 4/85	Dec 4/85	18
SLACK, Daryl	Jan 1/86	Jan 1/86	23
JANSEN, Stan	Apr 2/87	Apr 2/87	24
SCHIERLING, Lud	Dec 10/88	Dec 10/88	25
DURVIN, Jim	Feb 4/91	Feb 4/91	27
VANDERVEEN, Andy	Nov 10/93	Nov 10/93	30
KWAK, Cory	Oct 16/95	Oct 16/95	33
EPP, Darrel	Oct 16/95	Oct 16/95	34
WOOD, Wade	Oct 16/95	Oct 16/95	36
JONES, Dwayne	Oct 16/95	Oct 16/95	37
RENNIE, Dave	Oct 16/95	Oct 16/95	38
BALZER, Dave	Oct 16/95	Oct 16/95	39
LOEWEN, Jim	Oct 16/95	Oct 16/95	40
MARKWAT, John	Oct 16/95	Oct 16/95	41
RODDE, Mike	Oct 16/95	Oct 16/95	42
HAMBLY, Rob	Oct 16/95	Oct 16/95	43
ROBERTSON, BenJ	May 25/98	May 25/98	46
SMITH, Stuart	July 4/00	July 4/00	47
STOLTZ, Travis	July 17/00	July 17/00	49
BIRD, Craig	July 17/00	July 17/00	50
NEWMAN, Brent	July 17/00	July 17/00	51
CUSWORTH, Grant	Jan 6/01	Jan 6/01	52
MILSAP, Ray	Jan 6/01	Jan 6/01	53

Denotes transfer/promotion to FPO or TO

## SCHEDULE "D" – SUPPRESSION ACTING OFFICER CANDIDATE LIST

as of, Jan 1<sup>st</sup> 2012

Schedule D – Acting Officer Candidate List is the list of those Firefighters who have qualified as referenced in Article 7.1(b)

<b>Acting Officer Candidates</b>			
<b>Member</b>	<b>Date Entered Fire Service</b>	<b>Seniority Date</b>	<b>Reg. #</b>
GRIFIOEN, Ed	Jan 6/01	Jan 6/01	54
DECECCO, Greg	Jan 6/01	Jan 6/01	56
HERRON, Greg	Jan 6/01	Jan 6/01	57
JONES, Mike	Oct 22/02	Oct 22/02	59
MOORE, Jason	Oct 22/02	Oct 22/02	60
YEO, Travis	June 10/03	June 10/03	61

**SCHEDULE "E"**  
**ANNUAL VACATION ALLOTMENT IN FIRST PART-CALENDAR YEAR**

<b>Starting Date From:</b>	<b>To:</b>	<b>Annual Vacation Allotment</b>
December 16	December 31	0 hours
November 16	December 15	8 hours
October 16	November 15	16 hours
September 16	October 15	24 hours
August 16	September 15	32 hours
July 16	August 15	40 hours
June 16	July 15	48 hours
May 16	June 15	56 hours
April 16	May 15	64 hours
March 16	April 15	72 hours
February 15	March 15	80 hours
January 16	February 14	88 hours
January 1	January 15	96 hours

<b>Starting Date From:</b>	<b>To:</b>	<b>Annual Vacation Allotment</b>
January 1	January 15	96 hours
January 16	February 14	88 hours
February 15	March 15	80 hours
March 16	April 15	72 hours
April 16	May 15	64 hours
May 16	June 15	56 hours
June 16	July 15	48 hours
July 16	August 15	40 hours
August 16	September 15	32 hours
September 16	October 15	24 hours
October 16	November 15	16 hours
November 16	December 15	8 hours
December 16	December 31	0 hours

The table above outlines the annual vacation allotment described in Article 10.1 (b) (i).

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## LETTER OF UNDERSTANDING NO. 1

Between the  
CITY OF ABBOTSFORD (hereafter referred to as the “Employer”)

And the

Abbotsford Firefighters Association (IAFF) Local 2864 (hereafter referred to as the “Union”)

### Fire Apparatus Staffing

The undersigned, representing the Abbotsford Fire Fighter's Association, Local 2864, of the first part and the City of Abbotsford, of the second part, agree to the following:

1. Parties acknowledge and reaffirm the general principle that levels of service are at the exclusive discretion of the City.
2. Parties agree that any additional new career fire apparatus, that is, those not in service as of May 31, 2000, is at the exclusive discretion of the City.
3. Career engines, currently in service with the Fire Rescue Service as of May 31, 2000 and currently located in Fire Hall 1 and Fire Hall 6, shall be staffed by a Captain and three fire fighters as of June 30, 2003.
4. The career rescue unit, currently in service with the Fire Rescue Service as of May 31, 2000 and currently located at Fire Hall 1, shall be staffed by an officer and one fire fighter.

## **LETTER OF UNDERSTANDING NO. 2**

**Between the  
CITY OF ABBOTSFORD (hereafter referred to as the “Employer”)**

**And the**

**Abbotsford Firefighters Association (IAFF) Local 2864 (hereafter referred to as the “Union”)**

### **Selection Procedures for Fire Officer Candidates in the Suppression Division**

1. The Fire Chief will provide eighteen (18) months written notice to the Employees when seeking to have additional qualified Acting Officers in the Suppression Division. The notice shall advise of the tentative number of qualified Acting Officers the Fire Chief anticipates will be required.
2. The number of applicants which will be accepted in response to the Fire Chief’s notice shall be the tentative number of qualified Acting Officers which the Fire Chief anticipates will be required, and a minimum of two (2) additional Applicants.
3. Applicants referred to in paragraph #2 above must have accumulated suppression time total a minimum of four (4) years. If the number of Employees who apply is greater than the number of Applicants that will be accepted under paragraph #2 above, then the required number of Employees shall be chosen based upon seniority.
4. Twelve (12) months after issuing the initial notice referred to in paragraph #1 above, the Fire Chief will provide another written notice to the Employees advising of the actual number of qualified Acting Officers that will be required. The actual number of qualified Acting Officers shall not be less than the number of accepted Applicants referred to in paragraph #2 above.
5. Only those Applicants who have completed the NFPA standards for Fire Officer 1, as of the date of the Fire Chief’s notice referred to in paragraph #4 above, shall continue in the program to qualify as an Acting Officer for the remaining six (6) months of the eighteen (18) month period referred to in paragraph #1 above.
6. If the actual number of qualified Acting Officers required pursuant to paragraph #4 above is greater than the number of Applicants remaining in the program to qualify as an Acting Officer pursuant to paragraph #5 above, then the Fire Chief shall provide a written notice to the Employees seeking additional Applicants to enter into the program for the remaining six (6) month period.

## LETTER OF UNDERSTANDING NO. 2 (con't)

7. Any Employee who applies to enter the program to qualify as an Acting Officer under paragraph #6 above must:

- (i) have accumulated suppression time total a minimum of four (4) years,  
And
- (ii) have already completed the NFPA standards for Fire Officer 1.

If the number of Employees who apply at this time is greater than the number of Applicants needed to meet the actual number of qualified Acting Officers referred to in paragraph #4 above, then the required number of Employees shall be chosen based upon seniority.

8. During the remaining six (6) month qualification period, the Applicants must successfully complete the Abbotsford Fire Rescue Service's Internal Skills Assessment program in order to qualify as an Acting Officer. In this regard, an Applicant is required to achieve a "Pass" on all practical examinations, and a 75% "Pass" mark for any written examination. An Applicant who does not achieve a "Pass" on a practical or a written examination shall be permitted one "rewrite" of the examination. If the Applicant does not achieve a "Pass" on the rewrite, then they shall no longer remain within the program to qualify as an Acting Officer.
9. Applicants who have successfully completed the six (6) month qualification period referred to in paragraph #8 above shall be considered qualified as an Acting Officer. Acting Officers shall be ranked within their cohort of qualified Acting Officers based upon their seniority.
10. All Applicants in earlier cohorts who have successfully qualified as Acting Officers shall have greater ranking as an Acting Officer than senior Applicants who successfully qualify as an Acting Officer in subsequent cohorts.
11. The requirement for an accepted Applicant to complete the program to qualify as an Acting Officer, within the eighteen (18) month period specified in paragraph #1 above, may be extended for a period of up to one (1) year due to a long term absence of the Applicant for occupational or non-operational illness or injury, or for maternity/paternity leave. If the Applicant is able to successfully complete the qualification requirements for an Acting Officer within the extended period of time, then they shall be ranked as an Acting Officer, pursuant to paragraphs 9 and 10 above, within the cohort in which they were accepted as an Applicant pursuant to paragraph #1 or 7 above.
12. The Employer will pay the applicable registration fees and textbook costs with respect to an Employee who, after being accepted into the qualification program for an Acting Officer pursuant to paragraph #3 above, needs to take the required courses to complete the NFPA standards for Fire Officer 1.

## LETTER OF UNDERSTANDING NO. 2 (con't)

13. Employees who have accumulated suppression time totaling a minimum of four (4) years, other than those referred to in paragraph #12 above, who want to take the required courses to complete the NFPA standards for Fire Officer 1, can advise the Fire Chief in writing of their decision to do so by May 1<sup>st</sup> of each year. If, at the discretion of the Fire Chief, budgeting considerations permit the Employer to fund registration fees and textbook costs for one or more Employees to take the required courses in any calendar year, the opportunity for such funding shall be offered to those Employees, on the basis of seniority, who have advised the Fire Chief, by May 1<sup>st</sup> of the previous calendar year, of their interest to take the required courses.
14. The top four (4) ranked Acting Officers shall be assigned across each of the four (4) Platoons, as will each subsequent grouping of the next four (4) ranked Acting Officers.
15. Qualified Acting Officers shall be promoted to vacant permanent Officer positions based upon their respective ranking as an Acting Officer pursuant to paragraph #9 and 10 above.

## **LETTER OF UNDERSTANDING NO. 3**

**Between the  
CITY OF ABBOTSFORD (hereafter referred to as the “Employer”)**

**And the**

**Abbotsford Firefighters Association (IAFF) Local 2864 (hereafter referred to as the “Union”)**

### **Modified Work Program (MWP)**

The Parties agree to the following principles with respect to a Modified Work Program for Employees pursuant to Article 11.7 of the Collective Agreement:

1. The objective of a Modified Work Program (“MPW”) is to provide Employees, who are unable to perform their full regular work duties due to medical reasons, with the opportunity to return to productive work, in a safe and timely manner, by way of a gradual, modified or alternate work program.
2. It is acknowledged that the duty to accommodate an Employee’s MWP, up to the point of undue hardship, is a shared responsibility between the Employer, the Union and the Employee.
3. The Employer shall consult with the Union and the Employee with respect to the development and implementation of a MWP applicable to the Employee.
4. Each MWP must be flexible and individualized to accommodate the Employee’s capabilities and needs, as well as the operational needs and constraints of the Employer.
5. An Employee’s MWP must be consistent with the Employee’s medical capabilities as determined by a qualified medical practitioner, and the Employee’s participation in the MWP must be approved by a qualified medical practitioner. It is recognized that this medical determination and approval will normally be obtained from the Employee’s personal physician. It is acknowledged that the Employer may also seek the opinion of another qualified medical practitioner concerning the medical capabilities of the Employee to engage in a MWP. In exercising its discretion to seek the opinion of another qualified medical practitioner pursuant to this provision, the Employer shall not act in a manner which is arbitrary, discriminatory or in bad faith. Any cost arising from the Employer seeking the opinion of another qualified medical practitioner pursuant to this provision shall be borne by the Employer.
6. Subject to the medical determination provided under Point #5 above, Employees participating in a temporary MWP within the Abbotsford Fire Rescue Service will normally be scheduled to work in accordance with the work schedule for Employees in the Fire Prevention Division, up to a maximum of ten (10) hours in a regular work day and four (4) days in a regular work week.

### **LETTER OF UNDERSTANDING NO. 3 (con't)**

7. Written medical authorization from a qualified medical practitioner will be required before an Employee, who is participating in a MWP, can return to their full regular work duties. It is recognized that this medical authorization will normally be obtained from the Employee's personal physician. It is acknowledged that the Employer may also seek the opinion of another qualified medical practitioner concerning the medical capabilities of the Employee to return to their full regular work duties. In exercising its discretion to seek the opinion of another qualified medical practitioner pursuant to this provision, the Employer shall not act in a manner which is arbitrary, discriminatory or in bad faith. Any cost arising from the Employer seeking the opinion of another qualified medical practitioner pursuant to this provision shall be borne by the Employer.

## **LETTER OF UNDERSTANDING NO. 4**

**Between the  
CITY OF ABBOTSFORD (hereafter referred to as the “Employer”)**

**And the**

**Abbotsford Firefighters Association (IAFF) Local 2864 (hereafter referred to as the “Union”)**

### **Hiring/Promotional/Transfer Board**

- (a) A Hiring/Promotional/Transfer Board (the “Board”) will be formed in the following circumstances:
  - (i) When positions are posted externally for new Employees in any bargaining unit position, and
  - (ii) When the positions are posted internally and applications for divisional promotion (with the exception of those positions covered under Letter of Understanding No. 2 re: Selection Procedure for Officer Candidates in the Suppression Division) or transfer take place.
- (b) The Board shall consist of the following voting members:
  - Two (2) members of the AFRS management (assigned by the Fire Chief); and
  - Two (2) members of the bargaining unit (assigned by the Union President).
- (c) A non-voting Human Resources representative may be assigned by the Employer’s Human Resources Director as an advisor to the Board.
- (d) If all four (4) voting members of the Board cannot reach consensus on a decision for a candidate for a position referred to in paragraph (a) (i) or (ii) above, each voting member will be provided an opportunity to present their views to the Fire Chief. The Fire Chief will thereafter make the final decision for that candidate, and will provide the rationale for that decision to the Board.

## **LETTER OF UNDERSTANDING NO. 5**

**Between the  
CITY OF ABBOTSFORD (hereafter referred to as the “Employer”)**

**And the**

**Abbotsford Firefighters Association (IAFF) Local 2864 (hereafter referred to as the “Union”)**

### **Wellness Fitness Initiative**

The Employer and Union recognize the value of a healthy, well and fit workforce. The parties will develop and implement a Wellness and Fitness Program consistent with the recommendations of the IAFF/IAFC Joint Labour Management Wellness Fitness Initiative (WFI). The Employer will implement a wellness/fitness program for each firefighter to obtain a level of wellness/fitness consistent with the duties he or she may be called to perform. The wellness/fitness program shall be a positive program and not be punitive in design.; allow for age and position in the service; allow for on-duty time participation utilizing facilities provided or arranged by the employer; provide for rehabilitation and remedial support for those in need; and be reasonable and equitable for all participants.

To achieve such a program a Labour-Management Wellness/Fitness Standing Committee shall be formed within ninety days of the signing of this agreement. The committee structure will be consistent with the Abbotsford Fire Rescue Service committee structure guidelines. The Abbotsford Fire Rescue Service designated physician (non-voting) and an outside medical, physiological, and wellness consultant(s) (non-voting) will be resources to the committee. The outside medical, physiological and wellness consultant(s) will be mutually selected by the committee.

The Labour/Management Wellness/Fitness Committee shall be responsible for four primary areas:  
Implementation of the WFI Program: Reviewing this initiative and fully adapting the components to the Abbotsford Fire Rescue Service.

Statistics and Health: Developing statistics on experience with lost time and costs due to disease and injury so as to demonstrate how the implementation of the WFI program will avoid or reduce disease and injury; and be cost effective.

Wellness/Fitness Program: Developing program objectives; developing the program and related activities (e.g. Peer fitness trainers (including certification), workshops, smoking cessation and weight control programs); preparing budget.

Executive and Marketing Functions: Identifying specific objections to the program, developing answers or procedures to overcome the objections, enlisting the help of critical support groups and individuals; investigating legal implications of the wellness/fitness program; establishing policies and guidelines.

## **LETTER OF UNDERSTANDING NO. 6**

**Between the  
CITY OF ABBOTSFORD (hereafter referred to as the “Employer”)**

**And the**

**Abbotsford Firefighters Association (IAFF) Local 2864 (hereafter referred to as the  
“Union”)**

### **Wellness Fitness Initiative - Contribution**

In order to assist achieving the goals of the WFI program both parties agree to the following:

1. To assist the WFI implementation, ongoing program and equipment costs, and outfitting career staffed Fire Halls the Union agrees to contribute to the funding of the Joint WFI program.
2. The contribution will commence upon the date of ratification and will involve a deduction of \$35.00 each from all members, on the 7<sup>th</sup> and 20<sup>th</sup> pay periods of the year (total of \$70.00 per member per year).
3. The funds shall be collected and held in a separate account (Trust Account), managed by the WFI Committee.
4. The WFI committee shall recommend where and how the funds are spent, on the WFI program, and forward its recommendations to the Labour/Management Committee.
5. The Union and Employer agree that the costs of the annual medicals, which are based on criteria in the WFI program, are born by the employer

## LETTER OF UNDERSTANDING NO. 7

Between

the CITY OF ABBOTSFORD (hereafter referred to as the “Employer”)

And the

Abbotsford Fire Fighters Association (IAFF) Local 2864 (hereafter referred to as the “Union”)

### Re: FLEX FIRE FIGHTER POSITIONS and EARLY RETIREMENT INCENTIVE PROGRAM

The undersigned, representing the Abbotsford Fire Fighters Association, Local 2864, of the first part and the City of Abbotsford, of the second part, agree to the following:

#### A. FLEX FIRE FIGHTERS

##### 1) POSITIONS AND ROSTER

- (a) Effective the signing date of this LOU No.7, the next (six) 6 suppression fire fighters hired will be designated as Flex Fire Fighters. Seniority will be based on Article 7.6(b).
- (b) The Suppression roster will be comprised of minimum of eighty-two (82) suppression fire fighters which includes six (6) Flex Fire Fighters. The six (6) least senior suppression fire fighters will be designated as Flex Fire Fighters in order of seniority.
- (c) When a suppression fire fighter position becomes vacant the number of Flex Fire Fighters will be reduced accordingly until such time as the position is replaced.
- (d) In reference to (a) above, as soon as the six (6) Flex Fire Fighters are in place on the suppression roster all Floater language in the Collective Bargaining Agreement (CBA) is not applicable, for as long as this LOU No.7 is in effect. Until the six (6) Flex Fire Fighters referenced in (a) are in place on the suppression roster, the two (2) current least senior suppression fire fighters as of January 1, 2015 will be designated as the Floater fire fighters.

##### 2) HOURS OF WORK/WORKING CONDITIONS

Flex Fire Fighters are flexible in their hours of work within the context of Article 7.1(a) of the CBA and as such are scheduled in accordance within the following guidelines:

- a) Flex Fire Fighters are assigned to the fifty-six (56) day payroll cycle and will work a maximum of twenty-eight (28) shifts (shift defined as a 10 hour day or 14 hour night) or three hundred thirty-six (336) hours (no partial shifts) within that cycle at straight-time rates, subject to the following:

- (i) Flex Fire Fighters are paid in accordance with Schedule A of the CBA (84 hours bi-weekly)
  - (ii) Flex Fire Fighters are assigned to a platoon for the purpose of scheduling Annual Vacation, Statutory Holidays and other paid time off benefits.
  - (iii) Flex Fire Fighters will pick vacation and holiday entitlements within their group.
- b) No notification restrictions. (Upon notification of a shift vacancy all efforts will be made to provide immediate notification to the Flex Fire Fighter)
  - c) All reasonable attempts will be made to configure the work schedule to two (2) ten (10) hour day shifts followed by two (2) fourteen (14) hour night shifts.
  - d) Flex Fire Fighters may be required to be on duty up to a maximum of twenty-four (24) consecutive hours, followed by 10 hours off.
  - e) Flex Fire Fighters may be required to be on duty up to a maximum of six (6) consecutive days in an (eight) 8 day block.
  - f) Before each 56 day payroll period begins the Flex Fire Fighters will select one (1) twenty-four (24) hour period off in every eight (8) day block where they cannot be called to cover a shift. To maintain Flex Firefighter suppression availability this clause will be subject to a maximum of one (1) Flex Firefighter off per each 24 hour period in every eight (8) day block.
  - g) The Flex Fire Fighter cannot be assigned to work a shift during the four (4) days of Annual Vacation, and the four (4) days before and after the scheduled Annual Vacation (08:00 of the 1<sup>st</sup> day, and 08:00 of the 13<sup>th</sup> day).
  - h) The Flex Fire Fighter cannot be assigned to work a shift during the four (4) days of the Statutory Holidays (08:00 of the 1<sup>st</sup> day off to 08:00 of the 5<sup>th</sup> day).
  - i) Nothing in these guidelines limits the ability of the Employer to require a Flex Fire Fighter to work Overtime and Callout in accordance with the CBA.

### 3) OPERATIONS AND REVIEW

- a) The Employer will provide the Union annually and before the scheduled 10.3(f) meeting in September with an analysis of the cost effectiveness of the Flex Fire Fighters.

## B. EARLY RETIREMENT INCENTIVE PROGRAM(ERIP)

### 1) PROGRAM OUTLINE

- a) The ERIP is applicable only to employees fifty (50) to fifty-eight (58) years of age.
- b) All Bargaining Unit employees covered by this agreement are eligible to apply.
- c) The number of employees per year offered the ERIP will be set at a maximum of three (3).
- d) Employees wishing to retire in this program must submit their application in writing to the Fire Chief.

- i. Employees must submit their ERIP applications for 2015 between the date of ratification of this LOU and no later than December 31<sup>st</sup>, 2014. Applications received beyond the set maximum of three (3) may be considered on a case by case basis by the Fire Chief. ERIP will be granted to eligible employees based on seniority.
  - ii. Employees submitting ERIP applications for the year 2016 will submit their applications to the Fire Chief between May 1<sup>st</sup> and June 30<sup>th</sup> in 2015. Applications received beyond the set maximum of three (3) may be considered on a case by case basis by the Fire Chief. ERIP will be granted to eligible employees based on seniority.
  - iii. Employees submitting ERIP applications for the year 2017 and years following will submit their applications to the Fire Chief between May 1<sup>st</sup> and June 30<sup>th</sup> in the year prior to the applicant's retirement date. Applications will be received up to the set maximum of three (3). ERIP will be granted to eligible employees based on seniority.
- e) The Employer will endeavour to pay the funds in a manner that most benefits the tax situation of the employee (all Revenue Canada Income Tax Legislation will be followed). Funds paid to the employee will be designated as a "Retiring Allowance". The Employer will not be responsible for any incorrect information supplied by the employee as it relates to Revenue Canada Income Tax Legislation or the employee's own individual tax situation.
  - f) The Employer will endeavour to apply this ERIP in the most cost effective manner as it relates to the Superannuation (Pension) Act of B.C. In these circumstances, the "rule of 80" does not necessarily apply.

## 2) PROGRAM BENEFITS

- a) One (1) month's salary per remaining year of service, at the employee's current rate classification, to a maximum of four (4) months. IE; 4 months between age 50 and 55, 3 months at age 56, 2 months at age 57 and one month at age 58 (age in the year of submission of the ERIP application).
- b) Add one (1) additional weeks' pay, so to include the 1<sup>st</sup> five (5) years of service that is not referenced in 11.12(a).
- c) Complete Annual Vacation allotment on January 1<sup>st</sup>, instead of April 1<sup>st</sup>, in the year of retirement as referenced in 10.2(c).

As part of the September meeting outlined in 10.3(f) in the CBA the Employer and the Union will meet to discuss the effectiveness of this program as outlined in Articles "A" and "B" of LOU #7.

The letter is in effect to December 31<sup>st</sup> 2019, or until ratification of a new Collective Agreement and may be renewed by mutual agreement. Parties must provide 30 days written notice prior to the start of negotiations if they intend to terminate the provisions of this Letter of Understanding.

## LETTER OF UNDERSTANDING NO. 8

Between

the CITY OF ABBOTSFORD (hereafter referred to as the “Employer”)

And the

Abbotsford Fire Fighters Association (IAFF) Local 2864 (hereafter referred to as the “Union”)

### **Re: Maternity Supplementary Employment Insurance Benefit (SEIB) Plan**

The undersigned, representing the Abbotsford Fire Fighters Association, Local 2864, of the first part and the City of Abbotsford, of the second part, agree to the following:

1. The parties agree to vary the language in 11.15(e)4. (b) as follows:

4.)The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an Employee and 95% of their gross weekly earnings and is paid as follows:

(a) For the first six (6) weeks, which includes the two (2) week Employment Insurance waiting period; and

(b) Up to an additional eleven (11) weeks will be payable if an Employee continues to receive Employment Insurance benefits.

The letter is in effect to Dec 31<sup>st</sup> 2019, or until ratification of a new Collective Agreement and may be renewed by mutual agreement. Parties must provide 30 days written notice prior to the start of negotiations if they intend to terminate the provisions of this Letter of Understanding.