

**COLLECTIVE AGREEMENT**

**between**

**CORPORATION OF THE  
TOWNSHIP OF ESQUIMALT**

**and**

**THE INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS LOCAL 4264**

**JANUARY 1 2007 – DECEMBER 31, 2009**

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COLLECTIVE AGREEMENT

BETWEEN:

**CORPORATION OF THE TOWNSHIP OF ESQUIMALT**  
(hereinafter called the "Employer")

AND:

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4264**  
(hereinafter called the "Union")

WHEREAS it is desirable for the purpose of maintaining the efficient operation of the Department, that harmonious relations be maintained between the Employer and the Employees, and to that end that provisions be made whereby grievances, disputes and other matters relative to the welfare of the Employer and the Employees may be discussed and settled amicably.

AND WHEREAS the parties wish to promote efficiency in the municipal service and harmonious relations between the Employer and its Employees;

AND WHEREAS the parties are required to begin collective bargaining:

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

DEFINITIONS:

- 1.01 The terms and conditions of this Agreement shall apply to all employees of the Department as specially provided in the certificate of bargaining authority granted to the Union, and as varied from time to time by the Labour Relations Code of British Columbia.
- 1.02 (a) "Party" shall mean either of the parties to this Agreement.
- (b) "Union" shall mean the International Association of Fire Fighters Local 4264.
- (c) "Employer" shall mean the Corporation of the Township of Esquimalt.
- (d) "Bargaining Unit" shall mean all the fire fighting employees of the Department who are employees within the meaning of the Labour Relations Code, excluding the ranks of Assistant Chief, Deputy Chief and Fire Chief.
- (e) "Department" shall mean the Esquimalt Fire Rescue Department.

- (f) “Spouse” – includes husband, wife and common-law spouse.
- (g) “Common-Law Spouse” – includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least 24 months.
- (h) “Duty Shift” shall be defined, for the purpose of clarifications, as being equal to twelve (12) hours, based upon the two (2) platoon system.
- (i) “calendar year” for the purposes of this Agreement shall mean the twelve (12) month period from January 1<sup>st</sup> to December 31<sup>st</sup> inclusive;

## ARTICLE 1, TERM OF AGREEMENT

1.01 This Agreement shall be remain in full force and effect from the 1<sup>st</sup> day of January, 2007 until the 31<sup>st</sup> day of December, 2009, and shall remain in full force and effect year to year thereafter provided that either party may, at any time during the one hundred and twenty (120) days immediately preceding the thirty-first day of December, 2009, or immediately preceding any succeeding thirty-first day of December thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a new Collective Agreement, or a renewal, revision, or the termination of the Agreement.

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.

1.02 Should either party give written notice to the other party pursuant Article 1.01 hereof, this Agreement shall thereafter continue in full force and effect until the Union commences a legal strike or the Employer institutes a legal lockout, or the parties conclude a renewal or revision of this Agreement or a new Collective Agreement.

1.03 Notwithstanding Articles 1.01 and 1.02, upon the termination as aforesaid of this Agreement and on the negotiation of a new Agreement in substitution therefore, such new Agreement shall be retroactive to and effective as from the 1st day of January in the following year in which this Agreement is terminated.

1.04 In the case of notice to the Union, such notice shall be deemed to have been sufficiently given if delivered or mailed by prepaid registered post within the required time to the Secretary of the Union at the Esquimalt Fire Hall, 500 Park Place, Victoria, B.C., V9A 6Z9, and in the case of notice to the Employer, if delivered or mailed in the same manner to the Manager, Greater Victoria Labour Relations Association, Suite 330 - 2950 Douglas Street, Victoria, B.C., V8T 4N4.

- 1.05 Wheresoever the masculine gender appears it shall be deemed to include the feminine. Likewise the singular shall mean the plural where the context requires.

## ARTICLE 2, UNION MEMBERSHIP

- 2.01 The Employer recognizes the Union as the sole bargaining agent for the bargaining unit and every employee shall have the right to become an employee of the Union.
- 2.02 All employees of the Department up to and including the rank of Lieutenant within the Union shall become and remain members of the Union as a condition of continued employment.
- 2.03 (a) Notwithstanding the foregoing, all employees shall commence paying union dues from their initial date of hire.
- (b) The deduction of Union dues shall be a condition of employment and become effective on the first day of the month coincident with or next following the date of appointment, but the deduction shall be made only if the member is still in the employ of the Employer on the final day of the first pay period of the month.
- 2.04 The Employer agrees to deduct from all employees covered by this Agreement, and pay to the Union monthly, an assessment equal to the Union's dues plus any other deductions authorized by the Union.

## ARTICLE 3, NOTIFICATION OF OFFICERS TO THE UNION

- 3.01 The Union shall keep the Employer supplied with a copy of an up-to-date list of all officers of the Union.

## ARTICLE 4, HOURS OF WORK, OVERTIME AND CALL OUT

- 4.01 The employees shall work on the two-platoon system under which one Platoon shall be on duty for day-work for ten (10) consecutive hours each day, and the other shall be on duty for night-work for fourteen (14) consecutive hours each day, each platoon to alternate at least once in every seven (7) days from day-work to night-work, or from night-work to day-work, as the case may be; provided that no employee of the Department shall be on duty for more than forty-two (42) hours per week averaged over eight (8) weeks. The first 56-day cycle shall commence January 1, 2003.

#### 4.02 Overtime

An employee who is required to work overtime in excess of and immediately following the completion of his regular shift shall be paid at one and one-half times (1½x) the hourly rate of the employee, computed on the basis of his normal working hours.

#### 4.03 Call Out

- (a) An employee reporting for work on the call of the Employer at any time other than his regular working hours shall be paid at the rate of time and one-half (1½x) his regular rate of pay for the entire period spent at his place of work in response to the call, with either a minimum of three (3) hours at the rate of time and one-half (1½x) his regular rate of pay or time and one-half (1½x) from the time of call out to the start of his normal scheduled shift if the shift starts within three (3) hours of the call-out.
- (b) Notwithstanding clause (a) above, an employee reporting to work in a call-out situation who is required either to attend a fire, to backfill for an employee attending a fire or to attend to an emergency declared by the Fire Chief (or his designate), shall be paid either a minimum of three (3) hours at double time (2x) his regular rate of pay or double time (2X) from the time of call out to the start of his normal scheduled shift if the shift starts within three (3) hours of the call-out.
- (c) Employees who are working as a result of a Call-Out are considered to be off-duty once released from such Call-out by the Officer-in-Charge and any subsequent call-out shall be considered a new call-out, notwithstanding that the second call-out may occur within the original minimum call-out period stipulated in Article 4.03 (a) or (b) above.

### ARTICLE 5, RESIDENCE RESTRICTION

- 5.01 Employees of the Department shall be restricted to residence within the Municipalities of Esquimalt, Victoria, Oak Bay, Saanich, Colwood, Langford (with a north-western boundary of the southern entrance to Goldstream Provincial Park) and View Royal excluding that portion of View Royal north of Thetis Lake Park). Employees may also reside in the Municipality of Central Saanich from its border with the Municipality of Saanich to as far north as an east-west line delineated by Keating Cross Road.
- 5.02 Notwithstanding the foregoing, as a condition of employment all newly hired employees shall reside within the above described boundary area within one (1) year of their initial date of hire.

- 5.03 Notwithstanding the foregoing, a maximum of four (4) employees within the total Bargaining Unit shall be exempt from the provisions of Article 5.01. Exemption requests shall be from the employee in writing to the Fire Chief, with a copy provided to the Union. The Fire Chief shall allow exemption from the residency restrictions after a review of compassionate reasons, seniority, first-come/first-serve, or other reasonable considerations.
- 5.04 Notwithstanding articles 5.01 and 5.02 there shall be an entitlement on any former employee of the Esquimalt Police Union that has transitioned to the Esquimalt Fire Department effective January 1, 2003 who shall be exempt from the residency restriction unless he should move, at which time he is required to not increase his distance from the Fire Hall, unless the move results in the residence being located within the Residence Restriction boundaries outlined in 5.01. The distance will be measured with the system known as "as the crow flies".
- 5.05 For the purposes of responding to fire and rescue services all employees, while off-duty, shall carry pagers supplied by the department.

#### ARTICLE 6, GRADING AS TO SALARIES

- 6.01 Schedule "A" attached hereto listing wages and salaries shall form and become part of this Agreement. All employees shall be graded as to salaries according to Schedule "A" and no employee shall be paid less than the minimum provided for his position by the Schedule.

#### ARTICLE 7, TEMPORARY HIGHER RANK

- 7.01 Any person covered by this Agreement who is required to accept the responsibilities and carry out the duties incident to the position or rank senior to that of the Fire Fighter First Class shall be paid at the rate for the senior position or rank while so acting; provided
- (a) the employee works in such acting capacity for three (3) or more of the hours scheduled on that particular shift, when the employee shall receive the higher rate for those hours actually worked in such acting capacity, and
  - (b) the employee works in a position set out in Schedule "A" of this collective agreement.

## ARTICLE 8, PROBATIONARY PERIOD

- 8.01 A newly hired employee shall be on probation for a period of twelve (12) consecutive calendar months. This probationary period may be extended by the Fire Chief by up to a further six (6) month period after consultation with the Union. During that period the probationary employee may be dismissed upon one (1) days notice if in the sole discretion of the Chief he is deemed to be unsatisfactory.
- 8.02 Where an existing employee is promoted or awarded a new position, he shall forthwith receive full pay at his new classification rate.
- 8.03 Such an employee shall serve a probationary period of three (3) consecutive calendar months of work. This probationary period may be extended a further three (3) consecutive calendar months at the discretion of the Fire Chief, after consultation and agreement with the Union.
- 8.04 The employee shall be returned to his former position and rank, without loss of seniority in such former position or rank, should it be determined during the probationary period that the employee is not suitable for the promotion or new position.
- 8.05 Notwithstanding any provision in this probationary procedure, the Fire Chief may recognize previous experience, work history, and/or qualifications of an employee and waive the probationary period of an employee.

## ARTICLE 9, SERVICE BAR

- 9.01 All personnel shall be granted a bar for each five (5) years of service completed to date of enlistment and commencement of continuous service, after the first five (5) years' service, one (1) bar; after five (5) further years of service an additional one (1) bar; and another bar for each additional five (5) years of service completed.

## ARTICLE 10. UNIFORM SCALE OF ISSUE

### 10.01 Initial Issue

The following items of clothing will be supplied to full time employees upon commencement of employment:

- 2 pairs station pants
- 1 pair station boots
- 1 belt
- 4 “T” shirts
- 2 uniform shirts
- 1 long sleeve fleece outer jacket

10.01 The annual replacement of uniforms and clothing will be covered by a point system. Every full time employee will be allotted 100 clothing issue points per annum to be used in that calendar year towards the purchase of clothing items.

The dollar value of the clothing issue points will be based on the equivalent cost to replace the following clothing on an annual basis:

- 1 pair of station pants
- 4 “T” shirts
- 2 uniform shirts

10.03 Station boots will be replaced on an as-required basis up to a value of \$150 per pair. The value limit of \$150 per pair of boots is based on the year 2004 and shall be adjusted up or down annually in accordance with the Statistics Canada Victoria Consumer Price Index annual rate of growth as of December 31<sup>st</sup> of each year. Station boots must have a steel toe and shank, and be covered with black leather. Station boots shall meet the minimum requirements of the Workers’ Compensation Board regulations.

10.04 Long sleeved fleece outer jackets will be replaced on an as-required basis.

10.05 (a) Full time employees have the option of using a portion of their clothing issue points towards ordering ancillary items that have been approved by the chief.

(b) It is the responsibility of each member to ensure that they maintain a complete set of initial issue clothing items in good condition. Employees who wish to use their clothing issue points to order ancillary items must first ensure that their required work uniforms are in good condition. A clothing panel shall resolve any disputes over what constitutes “good condition”.

10.06 Full time employees will be provided with a departmental dress uniform on completion of their probationary period. Dress uniforms will consist of: a hat, tunic, shirt, tie and pants. Dress uniforms will be replaced on an as-required basis.

#### 10.07 Uniform Cleaning

The Employer will pay a uniform cleaning allowance of ten dollars and fifty cents (\$10.50) per month to each permanent employee covered by this Agreement to whom a uniform is issued.

10.08 An employee, who through neglect or negligence, destroys or loses any of the clothing issued him by the Employer, shall pay for or replace same. Any items acquired under the provisions of Article 10 that are damaged or destroyed as a result of work related activity shall be replaced by the employer at no cost to the employee.

10.09 The parties recognize that the schedule for the issuance of uniform clothing contained herein is not always in the best interest of the Employer and the Union members. Should the parties mutually agree therefore to a variance in this schedule, such variance shall be made on a without prejudice basis.

10.10 Wherever the term "as required" is used in Article 10, it shall mean: "The condition of the item shall be suitable to maintain seemly and professionally appropriate dress attire. It shall also be in a suitable condition to properly perform its designed function." In the event of a disagreement regarding whether or not an item meets this definition, then the clothing panel shall decide the matter.

10.11 The "clothing panel" shall consist of one representative from each of management and the union and a third person that is mutually acceptable to the two parties. A majority decision of the panel shall decide all issues.

#### ARTICLE 11, SENIORITY

11.01 (a) Seniority will date from the first day of service with the Department, provided there is continuity of service. Schedule "C" attached hereto shall form and become part of this Agreement and shall show the seniority of employees covered by this Agreement. The placement of a new employee at the bottom of the seniority list shall occur automatically at the time said employee becomes a permanent employee. When more than one employee commences employment on the same day, the order of placement of the new employees at the bottom of the seniority list shall be determined by age. The earlier birth date shall be given a ranking above a later birth date.

- (b) The present job ranks and seniority dates at the date of this Agreement are confirmed.
- (c) Notwithstanding subsections (a) and (b) above, any former employee of the Esquimalt Police Union that has transitioned from the Esquimalt Police/Fire Department to the Esquimalt Fire Department effective January 1, 2003 whose seniority shall date from his first day of service with the Esquimalt Police/Fire Department.

11.02 In the event of a reduction in staff of the Department being necessary, seniority shall govern.

11.03 Employees laid off under this Article shall be placed on the recall list in seniority order.

11.04 Where an employee leaves the Department or is dismissed for cause and later re-engaged, his seniority shall date from the time of his re-engagement.

#### ARTICLE 12, CHARGES & DISCIPLINE

12.01 Any employee who has been wrongfully dismissed or suspended and who is later reinstated shall be compensated in full for all time lost, less any earnings he may have made through other employment during the period of his suspension.

12.02 Subsequent to an investigation, the Union shall be provided in writing with the particulars and/or allegations affecting an employee required to appear before the Fire Chief (or his designate) on any charges of a disciplinary nature. The President of the Union (or his designate) shall be permitted to appear with the affected employee, as the representative of the employee, at any such meeting with the Fire Chief.

#### ARTICLE 13, VACATIONS

13.01 Paid annual holidays for all persons covered by this Agreement shall be allowed as follows:

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted holiday pay at the rate of six percent (6%) of their basic pay.
- (b) In the first (1st) calendar year of service or part thereof, holidays will be granted on the basis of one-twelfth (1/12th) of twelve (12) duty shifts (144 hours) for each month or portion of a month greater than one-half (½) worked by December 31st.



- (b) The employees taking this leave shall be designated prior to January 1 of each calendar year in order of seniority, with such designation requiring the approval of the Fire Chief to ensure that operational requirements are met. The leave shall be taken in a block of twenty-eight (28) consecutive days; provided, however, that the Fire Chief may, upon application, agree to split the leave into two separate sections if, in his assessment, operational considerations allow. For any given year, scheduling of long service leave shall be carried out as an integral part of the rotative system used for annual holidays.
- (c) Such holidays shall be granted by the Fire Chief when the employee can best be relieved from his duties and his duties fulfilled by other employees.

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

13.05 At the discretion of the Fire Chief, any annual vacation not taken due to operational requirements may be paid out or scheduled to be taken in the following year but not otherwise.

#### ARTICLE 14, STATUTORY HOLIDAYS

##### 14.01 (a) Entitlement

All employees shall be entitled to the following statutory holidays:

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

and all general holidays proclaimed and/or declared by the Employer, the Province of British Columbia and/or the Government of Canada; and for these days time off shall be allowed and paid at the hourly rate shown in Part I of Schedule "A" hereto.

##### (b) Scheduling of Entitlement

Employees shall schedule their statutory holiday entitlements according to the following:

- (i) A permanent employee shall be entitled to 132 hours (11 duty shifts) of paid leave in each calendar year,
- (ii) In the event of new hires, terminations, retirements or unpaid leave of absence during a calendar year the annual entitlement shall be pro-rated in accordance with time worked during that calendar year,

- (iii) Each employee shall schedule two (2) full blocks (96) hours of their next calendar year's entitlement at the same time their annual vacation leave is scheduled,
- (iv) The remainder of their annual entitlement (36) hours shall be scheduled and taken during the calendar year in which the statutory holiday entitlement is earned,
- (v) This remainder (36 hours) must be taken in increments of not less than one (1) shift,
- (vi) By October 1<sup>st</sup> of any calendar year, each employee shall have either taken their statutory holiday entitlement or have scheduled their entitlement to ensure their entitlement has been used in its entirety by December 31<sup>st</sup> of that calendar year,
- (vii) In the event that an employee has not complied with clause (vi) above then the Fire Chief, after consultation with the Union, shall schedule the unused statutory holiday entitlement or pay out the unused statutory holiday pay.

14.02 In the event an employee is called to work on a statutory holiday that he has not been scheduled to work, then all work performed on a Statutory Holiday shall be compensated for at two and one-half times (2½x) the employee's standard hourly rate, but in such cases, no compensating time off shall be taken or allowed.

14.03 Any holidays not taken owing to operational requirements may be allowed in the following year but not otherwise.

14.04 An employee's statutory holiday will commence on a first duty day of his work scheduled.

14.05 Any employee working on a statutory holiday listed in Article 14.01 (a) shall receive his regular straight time pay plus fifty percent (50%) of such straight time pay for all hours so worked.

14.06 For the purpose of calculating premium compensation under this Collective Agreement including overtime and work on statutory holidays the basic hourly rate shall be computed by dividing the annual salary of each classification by the average number of hours worked in one year by all Fire Fighters working under the Two Platoon system (182 shifts per year).

## ARTICLE 15, LEAVE OF ABSENCE

- 15.01 Any employee desiring leave of absence without pay may be granted such leave insofar as the regular operation of the Department will permit provided reasonable notice is given to the Fire Chief. Such leave of absence shall not exceed what in the opinion of the Employer is a reasonable period of time.
- 15.02 An employee shall not earn (accrue) vacation, sick leave and statutory holiday entitlements or be paid cleaning allowance while on an unpaid leave of absence that exceeds thirty (30) consecutive days. However, seniority shall continue to accrue while on such leave of absence.

## ARTICLE 16, SICK LEAVE

- 16.01 The following schedule of sick leave entitlement applies to all permanent full-time employees:
- |     |  |   |
|-----|--|---|
| (a) | During an employee's first calendar year of employment | 10 hours per month of completed service |
| (b) | From the 2nd year of employment to retirement          | 360 hours per year (30 hours per month) |
- 16.02 Where in any year an employee has not taken all the sick leave he is entitled to under the foregoing schedule, he shall be entitled to an accrual of fifty percent (50%) of such unused sick leave into a sick leave bank for his future benefit, but in no event shall such accrued sick leave exceed a banked maximum of 1440 hours.
- 16.03 Sick leave without pay may be granted at the sole discretion of the Employer to an employee who does not qualify for sick leave with pay, or who is unable to return to work at the termination of the period for which sick leave with pay may be granted under these regulations.
- 16.04 In the event of the death of any permanent employee, the Employer shall grant to the immediate dependents or executors or administrators of the Estate of such employee a sum equal to an additional six (6) weeks' salary or wages, computed from the date of death, and calculated at the rate to which he was entitled at the date of his death.
- 16.05 The Employer reserves the right to require satisfactory proof of illness before any sick leave is granted.

16.06 The Employer shall register its sick leave plan with Human Resources Development Canada for premium reduction purposes. The Employer shall utilize the employee portion of any rebate to partially offset the costs of improvements to the benefit plan coverages set out in Article 20 of this collective agreement.

16.07 An employee who receives wage loss benefits from the Insurance Corporation of British Columbia or a court action shall reimburse the Employer (at the rate paid out) for benefits received under Article 16 (Sick Leave) up to the amount of:

- (a) benefits received from the Employer as sick leave under Article 16 (Sick Leave); or
- (b) benefits received from the Insurance Corporation of British Columbia or a court action and designated as compensation for loss of wages, whichever is less.

The sick leave shall be restored to the amount of reimbursement remitted by the employee.

#### ARTICLE 17, GRIEVANCE COMMITTEE

17.01 In this Agreement, unless the context otherwise requires, "grievance" means any dispute or difference between the persons bound by this Agreement:

- (a) involving the dismissal or discipline of an employee, and
- (b) relating to the interpretation, application, operation or alleged violation of this Agreement including any question as to whether a matter is arbitrable.

17.02 The Employer and the Union shall each appoint three (3) members of a Grievance Committee of which the Chief Administrative Officer of the Employer shall be a member.

#### ARTICLE 18, GRIEVANCE PROCEDURE

18.01 Officers of the Union shall be recognized by the Employer and shall be entitled to act in the processing of any grievance under this Agreement without loss of pay in accordance with Article 18.03 herein.

18.02 Should a grievance arise, there shall be no stoppage of work on account of such grievance and an earnest effort will be made to settle the matter promptly in the following manner:

- (a) Any difference or grievance to be stated in writing and submitted to the Fire Chief within thirty (30) days of its occurrence. Should the Fire Chief be unable to settle the difference within three (3) working days, he shall submit the grievance to the Grievance Committee.
- (b) The Grievance Committee will meet within seven (7) working days after receipt of the grievance from the Fire Chief and make every effort to settle the grievance.
- (c) Should this body fail to satisfactorily adjust the difference within seven (7) working days, the grievance shall be submitted to a Board of Arbitration.
- (d) The Board of Arbitration shall consist of one (1) representative of the Employer and one (1) representative of the Union. If either party fails to name a representative within ten (10) days, the other party may make application to the Minister of Labour who may appoint some person to be the representative on behalf of the party so failing to name a representative. These two (2) representatives shall name a third member who shall be chairman.
- (e) If the representatives cannot agree on the appointment of a Chairman, either party can make application to the Minister of Labour who shall appoint a chairman of the Board. The expense and compensation of the arbitrators selected by the parties shall be borne by the respective parties. The expenses and compensation of the chairman shall be equally divided between the parties involved.
- (f) Within twenty-one (21) working days following its establishment, the Board of Arbitration shall reach a decision on the grievance and the decision of the Board of Arbitration will be final and binding on all persons bound by this Agreement, notwithstanding the fact that for any reason whatsoever one or other of the parties shall not have appeared before the Board.
- (g) With respect to time limits specified in Article 18.02, neither party shall unreasonably deny an extension based upon bona fide reasons.
- (h) By mutual agreement of the parties a single arbitrator may be appointed to hear and render a decision on a grievance in the place of a Board of Arbitration.

18.03 Because of the necessity of maintaining a full staff at all times at the halls, the Union will name two (2) Union officers to adjust its local grievances. These names are to be given to the Fire Chief. By applying to the Fire Chief, these representatives of the Union may be relieved from duty by any other fire fighter, if in the opinion of the Fire Chief, the substitute is qualified to fill the position left vacant.

#### ARTICLE 19, STOPPAGE OF WORK

19.01 There shall be no stoppage of work during the term of this Agreement by the employees by reason of any dispute between the parties hereto or between the Employer and any employee.

#### ARTICLE 20, MEDICAL SERVICES PLAN, EXTENDED HEALTH CARE & DENTAL BENEFITS

##### 20.01 Medical Services Plan & Extended Health Care

In consideration of any employee contributing twenty five percent (25%) of the monthly cost of the employee's participation in the British Columbia Medical Services Plan and Extended Health Benefits coverage, the Employer shall contribute the remaining seventy five percent (75%) of the said monthly cost and effective June 1, 2010 the cost sharing of the premiums shall be improved to eighty per cent (80%) Employer paid and twenty per cent (20%) employee paid.

##### 20.02 Extended Health Care

- (a) Extended Health Care Benefits coverage shall include:
  - (i) vision care providing for eighty percent (80%) reimbursement towards the cost of the purchase of one (1) pair of eyeglasses or one (1) pair of contact lenses (not both) every two (2) years for each full-time employee and his dependents to a maximum cost of four hundred dollars (\$400.00) per pair and an employee or eligible dependent shall be entitled to apply the four hundred dollars (\$400.00) to laser eye surgery in lieu of eye glasses or contact lenses;
  - (ii) hearing aids to a maximum of five hundred dollars (\$500.00) every five (5) years;
  - (iii) eye examinations for each employee and their dependents to a maximum of seventy-five dollars (\$75.00) per employee and eligible dependent every two (2) years.
- (b) the present annual deductible of \$25.00 shall be deleted from the Extended Health Benefit plan.

### 20.03 Dental

- (a) The Employer shall maintain a Dental Plan which shall provide for the payment of one hundred percent (100%) of claims under Plan "A" (basic services) and fifty percent (50%) under Plan "B" (prosthetic appliance and crown and bridge procedures). The Employer shall pay seventy five percent (75%) of the monthly premium cost of the Dental Plan in each instance where the employee agrees to contribute the remaining twenty five percent (25%) through monthly payroll deductions and effective June 1, 2010 the cost sharing of the premiums shall be improved to eighty per cent (80%) Employer paid and twenty per cent (20%) employee paid.
- (b) The Dental plan shall also include a Plan "C" Orthodontia coverage at fifty per cent (50%) reimbursement to a lifetime maximum of Five Thousand dollars (\$5,000.00) per person for each permanent employee and their dependents.

### 20.04 Effective Date of Benefit Coverage

It is understood that an employee's initial benefit coverage in the MSP, Extended Health Care and Dental plans will come into effect on the first day of the month following the date of employment.

### 20.05 Maintenance of Benefit Coverage

An employee, while on temporary layoff or unpaid leave of absence of up to six (6) months shall continue to maintain coverage in the Medical, Extended Health Care, and Dental benefit plans by paying one hundred percent (100%) of the costs of the premiums beginning the first day of the month following that in which the layoff or leave occurs.

## ARTICLE 21, GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT

- 21.01 (a) All current employees and all newly hired employees shall, as a condition of employment, participate in the basic group life insurance coverage in the amount of two times (2x) such employee's annual salary, adjusted January 1st of each year based upon the employee's rate of pay on the previous December 31st, rounded upward to the next highest thousand, plus accidental death and dismemberment coverage as set out below and, should the employee desire, such optional insurance as may be provided by the carrier.

- (b) The Employer shall pay seventy five percent (75%) of the cost of premiums for the basic life insurance, and each employee shall pay the remaining twenty five percent (25%) of such premiums through payroll deduction and effective June 1, 2010 the cost sharing of the premiums shall be improved to eighty per cent (80%) Employer paid and twenty per cent (20%) employee paid. All premiums for optional life insurance shall be borne solely by the employee. It is agreed that the Employer shall receive the full amount of the dividends declared yearly by the carrier, until such dividends offset the cost of the premiums paid by the Employer, it then being agreed that any excess of the dividends received over and above the yearly amount of the premiums paid by the Employer, shall be returned to the employees.
  
- (c) The group life insurance coverage provided in Subsection 21.01(a) above shall contain a rider providing Accidental Death and Dismemberment benefits of loss, within ninety (90) days of an accident, for life, limb and sight, in accordance with the following schedule:
  - (i) loss of life;  
loss of both hands or both feet or sight of both eyes;  
loss of one hand and one foot;  
loss of one hand and sight of one eye;  
loss of one foot and sight of one eye;  
- an amount equal to the group life insurance coverage provided in Subsection 21.01(a) above, and
  
  - (ii) loss of one hand or one foot or sight of one eye .. fifty percent (50%) of the amount of group life insurance coverage provided in Subsection 21.01(a) above.

The Employer shall pay the total premiums for this Accidental Death and Dismemberment benefit.

#### 21.02 Effective Date of Benefit Coverage

It is understood that an employee's initial benefit coverage in the Group Life and Accidental Death and Dismemberment plans will come into effect on the first day of the month following the date of employment.

#### 21.03 Maintenance of Benefit Coverage

An employee, while on temporary layoff or unpaid leave of absence of up to six (6) months shall continue to maintain their group life insurance coverage by paying one hundred percent (100%) of the costs of the premiums beginning the first day of the month following that in which the layoff or leave occurs.

## ARTICLE 22, MUNICIPAL PENSION

### 22.01 Municipal Pension Plan

All newly hired regular employees shall participate under the Municipal Pension Plan, subject to the terms and conditions of such Plan, effective the first day of employment.

### 22.02 Special Agreement

The Employer shall pay two and one-half percent (2½%) of basic salary into the Municipal Pension Plan fund and the employees shall contribute a further two percent (2%) to the same fund, all in accordance with the terms of an agreement entered into between the Municipal Pension Plan and Corporation of the Township of Esquimalt on November 10, 1997.

## ARTICLE 23, RETIREMENT

23.01 The maximum retirement age for every employee of the Department covered by this agreement, without exception, shall be age sixty (60). Employees of the Department, without exception shall be required to retire from employment effective the end of the calendar month in which the employee reaches their sixtieth (60<sup>th</sup>) birthday.

23.02 Upon the termination of the employment of an employee, such employee shall be paid one (1) month's salary at the rate applicable for the last full month of the employee's employment for each ten (10) years of continuous employment, and, in addition, for each completed year of service in excess of the aforementioned ten (10) years, a further ten (10%) percent of the employee's current rate of pay shall also be paid to the employee, and for this purpose, continuity of employment shall not be affected by temporary layoffs not exceeding two (2) months in length, provided that such employment has not been terminated by the Employer because of failure of the employee to adequately and properly perform his duties of employment.

23.03 Employees who in 2003 transferred from the Esquimalt Police Board to the Esquimalt Fire Department shall have their years of service with the Esquimalt Police Board recognized and calculated into the entitlement of Article 23.02 above.

### 23.04 Excess Pension Plan Contributions

In the event the Employer receives a refund from the Pension Corporation that is the result of an over contribution by the Employer affecting a member in excess of the maximum allowed by the Canada Customs and Revenue Agency, the Employer shall hold the refund in accordance with the following:

- (a) The Employer shall hold in trust and invest all excess contributions on behalf of the employee.

- (b) The Employer shall pay compounded interest on these funds based on the Municipality's average rate of return on invested funds.
- (c) All principal and interest held for each employee shall be paid to the employee on retirement.
- (d) The funds shall be paid in the form of a retiring allowance and added to all funds eligible for the Retirement Gratuity.
- (e) However, should a member resign or be terminated the Employer shall pay out to the member the excess contribution.
- (f) The Union shall annually be provided with a report of the transactions in this account.

ARTICLE 24, PENSION BUY BACK

24.01 An employee who prior to April 1, 2007 had purchased from the Municipal Pension Plan the time served by the employee in a probationary period with their current employer (which had not before been considered as pensionable service) shall be reimbursed fifty per cent (50%) of the purchase cost by their employer upon the employee producing the receipt and provided the employee has reached the minimum retirement age.

ARTICLE 25, FIRST AID

25.01 All employees shall obtain and maintain an Emergency Medical Assistant First Responder Certification Level III for as long as training is provided at the cost of the Employer.

ARTICLE 26, IN-SERVICE TRAINING

26.01 All required training, whether for promotional purposes or otherwise shall be "in-service" and at the expense of the Employer.

- 26.02 (a) All employees of the bargaining unit shall have fair and adequate access to training which is directly related to eligibility for promotion within the meaning of the Promotional Policy of the Department, provided, however, that where availability is limited, a right of first refusal to such training shall be granted in order of seniority of those eligible for promotion to the rank to which the particular training is a requisite.
- (b) Training (other than re-certification training) not directly related to promotion shall be posted and designated as such.

- (c) Applicants for non-promotional training and re-certification will be selected by the Fire Chief having due regard to the operational requirements of the Department, demonstrated interest and aptitude.

- 26.03 The rate of pay for all training of an employee while “off-shift” (beyond their normal platoon scheduled hours of work) shall be at straight time, to be taken as scheduled time off work subject to the operation requirements of the department and in accordance with the operational guidelines as established by the Fire Chief after consultation with the Union.
- 26.04 An employee (excluding Officers and Training Officer) who is designated by the Employer to provide specialized training to other employees shall be paid at the rank of Lieutenant for such time spent in the formal presentation of the specialized knowledge to the other employee's of this bargaining unit.
- 26.05 New employees shall participate in a basic training program during the first three (3) calendar months of employment with no change in salary. The schedule for such training shall be from 0945 hours to 1200 hours from Monday to Friday (excluding statutory holidays). The duration of basic training may be extended for a further period by mutual agreement of the Fire Chief and Union.

#### ARTICLE 27, BEREAVEMENT LEAVE

- 27.01 In the event of death to a member of an employee's immediate family, as defined in Article 27.03 herein, the employee shall be granted, upon request, a leave of absence deemed appropriate by the Fire Chief, or in his absence, by the officer who is deputizing for him, and if the employee attends the funeral, he shall receive his regular straight time rate of pay for scheduled duty shifts on any of the days prior to the funeral, the day of the funeral and the day after the funeral to a maximum of four (4) days if the burial takes place in the Greater Victoria area plus travelling time deemed reasonable by the Fire Chief if the burial takes place elsewhere.
- 27.02 In the case of a death of a person not a member of an employee's immediate family, the Fire Chief may, in his discretion, grant a leave of absence without pay to such employee.
- 27.03 In this Article "immediate family" shall mean husband, wife, common-law spouse, children, parents, mother-in-law, father-in-law, brothers, sisters, grandchildren, grandparents of an employee, brother-in-law, sister-in-law, and grandparents of spouse.

## ARTICLE 28, WORKERS' COMPENSATION AND MEDICAL ATTENDANCE

- 28.01 Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and he is entitled to compensation therefore under the Workers' Compensation Act, he shall not be entitled to use his sick leave credits for time lost by reason of any such disability.
- 28.02 All monies received by an employee by way of compensation for loss of wages under the said Act shall be paid to the Employer in return for which the Employer shall pay the employee the full amount of his wages to which he would have been otherwise entitled but for a disability suffered or incurred by him, aforesaid.
- 28.03 Notwithstanding Article 28.01 above, all monies received by an employee by way of compensation for loss of wages under the said Act shall be paid to the Employer in return for which the Employer shall pay the employee his normal net take-home pay (as opposed to his regular gross pay).
- 28.04 In the event that an employee was acting in a higher capacity (pursuant to the provisions of Article 7) at the time the injury was sustained, then "normal net take-home pay" shall be calculated based upon the rate in effect for the higher capacity class or rank. Similarly, in the event that an employee was scheduled to act in a higher capacity at any time during the period of the compensable absence, then for such period(s) that he was scheduled to so act, "normal net take-home pay" shall be retroactively calculated based upon the rate in effect for the higher capacity class or rank.
- 28.05 (a) An employee who is required to attend while off-duty at a medical facility for initial treatment and/or testing relative to a potential job-related exposure to a serious infectious disease, such as, but not limited to, tuberculosis, hepatitis or HIV, shall receive a minimum of three (3) hours compensation at the employee's regular rate of pay for such attendance, to be taken as time off work subject to the operational requirements of the Department.
- (b) In addition, an employee who is required to attend follow-up treatment or testing at the direction of a physician, while the employee is off-duty, shall be compensated at the employee's regular rate of pay for a minimum of three (3) hours per treatment or test, to be taken as time off work subject to the operational requirements of the Department.

## ARTICLE 29, TECHNOLOGICAL CHANGE

29.01 Where the Employer proposes that a technological change be introduced which will:

- (a) affect the terms and conditions of security or employment of a significant number of employees to whom this Collective Agreement applies, and
- (b) alters significantly the basis upon which this Collective Agreement was negotiated,

either party may refer the matter to an arbitration board pursuant to Part 8 of the Labour Relations Code of British Columbia.

## ARTICLE 30, PROMOTIONAL POLICY AND PROCEDURE

30.01 The promotional procedure for employees of the Department shall be that as set out in Schedule "D" attached to this collective agreement.

## ARTICLE 31, MANAGEMENT RIGHTS

31.01 The Union recognizes the exclusive right of the Employer to manage the business and affairs of the Township of Esquimalt, and through the Fire Chief of the Department to direct and discipline the employees covered by this Agreement, subject always to the terms of the Agreement.

## ARTICLE 32, LEAVE FOR UNION BUSINESS

32.01 Union Executives and bargaining representatives of the Union shall be granted leave of absence (by providing reliefs) to attend to Union business subject to a determination by the Fire Chief that such leaves shall not affect normal operational requirements. It is agreed that the representatives of the Union shall receive full pay and the appropriate reliefs shall be provided by the Union at no cost to the Employer.

## ARTICLE 33, WITNESS DUTY

33.01 Any permanent employee who is required to attend as a witness in any legal or quasi-legal proceeding, which attendance is related directly or indirectly to his occupation shall receive his regular rate of pay for the period of such attendance and the call out rate of pay, if the attendance is required on regular days off. This provision shall not apply to any legal or quasi-legal proceedings dealing with a labour relations matter between the Employer and the employee.

#### ARTICLE 34, JURY DUTY

34.01 Any permanent employee who is subpoenaed to serve and does serve as a member of a jury shall receive his regular rate of pay for the period of absence from regularly scheduled days of work provided that the employee pays to the Employer all remuneration received for performing such Jury Duty on those regularly scheduled days of work, excluding monies for expenses.

#### ARTICLE 35, PERSONNEL FILES

35.01 Upon reasonable notice, an employee shall be entitled to review his personnel file(s) in accordance with the Freedom of Information and Protection of Privacy Act (B.C.). The employee shall be entitled to obtain a photocopy of any or all material in the file.

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

#### ARTICLE 36, EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS, STATUTORY HOLIDAYS AND CLEANING ALLOWANCE

36.01 Employees shall earn vacation, sick leave, statutory holidays, and cleaning allowances while they are in receipt of paid sick leave, provided the absence from work with pay does not exceed three (3) consecutive months.

36.02 Employees shall not earn vacation, sick leave, statutory holidays and cleaning allowances while they are on:

- (a) paid sick leave longer than three (3) consecutive months;
- (b) unpaid leave in excess of thirty (30) consecutive days;
- (c) Workers' Compensation in excess of six (6) consecutive months;
- (d) maternity, parental or adoption leave of absence.

ARTICLE 37 CLASS 3 MEDICAL EXAMINATION

37.01 Where a medical examination is required to maintain a professional Class 1 or Class 3 driver's licence as a condition of employment, the Employer shall reimburse such medical costs to an employee upon presentation of proof of payment.

IN WITNESS WHEREOF the parties hereto have hereunto set the hands and seals of their officers, duly appointed in that behalf, on this \_\_\_\_\_ day of July, 2010.

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_  
CHAIRMAN, GVLRA

\_\_\_\_\_  
PRESIDENT, IAFF LOCAL 4264

\_\_\_\_\_  
DIRECTOR, GVLRA

\_\_\_\_\_  
SECRETARY, IAFF LOCAL 4264

\_\_\_\_\_  
MANAGER, GVLRA

**SCHEDULE "A" - WAGE SCHEDULE**

<b>EFFECTIVE JANUARY 1, 2007 - +2.00%</b>						
<u>Classification</u>	<u>Index Factor</u>	<u>Monthly</u>	<u>Biweekly</u>	<u>Hourly</u>	<u>Overtime</u>	<u>Doubletime</u>
			<i>Monthly x 12 divided by 0</i>	<i>Monthly divided by 182</i>	<i>Hourly x 1.5</i>	<i>Hourly x 2.0</i>
Fire Fighter Probationer	70%	3,981.00	1,831.10	21.87	32.81	43.74
Fire Fighter 4th Class	75%	4,265.00	1,961.72	23.43	35.15	46.86
Fire Fighter 3rd Class	80%	4,550.00	2,092.81	25.00	37.50	50.00
Fire Fighter 2nd Class	90%	5,118.00	2,354.07	28.12	42.18	56.24
Fire Fighter 1st Class	100%	5,687.00	2,615.79	31.25	46.88	62.50
Fire Fighter 1st Class (comp. 10th year)	102%	5,801.00	2,668.22	31.87	47.81	63.74
Lieutenant	112% of 10th Year	6,497.00	2,988.35	35.70	53.55	71.40
Assistant Chief	132% of 10th Year	7,657.00	3,521.91	42.07	63.11	84.14

<b>EFFECTIVE JULY 1, 2007 - +1.50%</b>						
<u>Classification</u>	<u>Index Factor</u>	<u>Monthly</u>	<u>Biweekly</u>	<u>Hourly</u>	<u>Overtime</u>	<u>Doubletime</u>
			<i>Monthly x 12 divided by 0</i>	<i>Monthly divided by 182</i>	<i>Hourly x 1.5</i>	<i>Hourly x 2.0</i>
Fire Fighter Probationer	70%	4,040.00	1,858.23	22.20	33.30	44.40
Fire Fighter 4th Class	75%	4,329.00	1,991.16	23.79	35.69	47.58
Fire Fighter 3rd Class	80%	4,618.00	2,124.09	25.37	38.06	50.74
Fire Fighter 2nd Class	90%	5,195.00	2,389.49	28.54	42.81	57.08
Fire Fighter 1st Class	100%	5,772.00	2,654.88	31.71	47.57	63.42
Fire Fighter 1st Class (comp. 10th year)	102%	5,887.00	2,707.78	32.35	48.53	64.70
Lieutenant	112% of 10th Year	6,593.00	3,032.51	36.23	54.35	72.46
Assistant Chief	132% of 10th Year	7,771.00	3,574.34	42.70	64.05	85.40

<b>EFFECTIVE JANUARY 27, 2008 - +2.50%</b>						
<u>Classification</u>	<u>Index Factor</u>	<u>Monthly</u>	<u>Biweekly</u>	<u>Hourly</u>	<u>Overtime</u>	<u>Doubletime</u>
			<i>Monthly x 12 divided by 0</i>	<i>Monthly divided by 182</i>	<i>Hourly x 1.5</i>	<i>Hourly x 2.0</i>
Fire Fighter Probationer	70%	4,141.00	1,904.69	22.75	34.13	45.50
Fire Fighter 4th Class	75%	4,437.00	2,040.84	24.38	36.57	48.76
Fire Fighter 3rd Class	80%	4,733.00	2,176.99	26.01	39.02	52.02
Fire Fighter 2nd Class	90%	5,324.00	2,448.82	29.25	43.88	58.50
Fire Fighter 1st Class	100%	5,916.00	2,721.12	32.51	48.77	65.02
Fire Fighter 1st Class (comp. 10th year)	102%	6,034.00	2,775.39	33.15	49.73	66.30
Lieutenant	112% of 10th Year	6,758.00	3,108.40	37.13	55.70	74.26
Assistant Chief	132% of 10th Year	7,965.00	3,663.57	43.76	65.64	87.52

<b>EFFECTIVE OCTOBER 5, 2008 - +2.50%</b>						
<u>Classification</u>	<u>Index Factor</u>	<u>Monthly</u>	<u>Biweekly</u>	<u>Hourly</u>	<u>Overtime</u>	<u>Doubletime</u>
			<i>Monthly x 12 divided by 0</i>	<i>Monthly divided by 182</i>	<i>Hourly x 1.5</i>	<i>Hourly x 2.0</i>
Fire Fighter Probationer	70%	4,245.00	1,952.53	23.32	34.98	46.64
Fire Fighter 4th Class	75%	4,548.00	2,091.89	24.99	37.49	49.98
Fire Fighter 3rd Class	80%	4,851.00	2,231.26	26.65	39.98	53.30
Fire Fighter 2nd Class	90%	5,458.00	2,510.46	29.99	44.99	59.98
Fire Fighter 1st Class	100%	6,064.00	2,789.19	33.32	49.98	66.64
Fire Fighter 1st Class (comp. 10th year)	102%	6,185.00	2,844.85	33.98	50.97	67.96
Lieutenant	112% of 10th Year	6,927.00	3,186.14	38.06	57.09	76.12
Assistant Chief	132% of 10th Year	8,164.00	3,755.10	44.86	67.29	89.72

<b>EFFECTIVE January 25, 2009 - +2.50%</b>						
<u>Classification</u>	<u>Index Factor</u>	<u>Monthly</u>	<u>Biweekly</u>	<u>Hourly</u>	<u>Overtime</u>	<u>Doubletime</u>
			<i>Monthly x 12 divided by 0</i>	<i>Monthly divided by 182</i>	<i>Hourly x 1.5</i>	<i>Hourly x 2.0</i>
Fire Fighter Probationer	70%	4,351.00	2,001.28	23.91	35.87	47.82
Fire Fighter 4th Class	75%	4,662.00	2,144.33	25.62	38.43	51.24
Fire Fighter 3rd Class	80%	4,973.00	2,287.38	27.32	40.98	54.64
Fire Fighter 2nd Class	90%	5,594.00	2,573.01	30.74	46.11	61.48
Fire Fighter 1st Class	100%	6,216.00	2,859.10	34.15	51.23	68.30
Fire Fighter 1st Class (comp. 10th year)	102%	6,340.00	2,916.14	34.84	52.26	69.68
Lieutenant	112% of 10th Year	7,101.00	3,266.17	39.02	58.53	78.04
Assistant Chief	132% of 10th Year	8,369.00	3,849.40	45.98	68.97	91.96

<b>EFFECTIVE DECEMBER 27, 2009 - +2.50%</b>						
<u>Classification</u>	<u>Index Factor</u>	<u>Monthly</u>	<u>Biweekly</u>	<u>Hourly</u>	<u>Overtime</u>	<u>Doubletime</u>
			<i>Monthly x 12 divided by 0</i>	<i>Monthly divided by 182</i>	<i>Hourly x 1.5</i>	<i>Hourly x 2.0</i>
Fire Fighter Probationer	70%	4,460.00	2,051.42	24.51	36.77	49.02
Fire Fighter 4th Class	75%	4,778.00	2,197.68	26.25	39.38	52.50
Fire Fighter 3rd Class	80%	5,097.00	2,344.41	28.01	42.02	56.02
Fire Fighter 2nd Class	90%	5,734.00	2,637.40	31.51	47.27	63.02
Fire Fighter 1st Class	100%	6,371.00	2,930.40	35.01	52.52	70.02
Fire Fighter 1st Class (comp. 10th year)	102%	6,498.00	2,988.81	35.70	53.55	71.40
Lieutenant	112% of 10th Year	7,278.00	3,347.58	39.99	59.99	79.98
Assistant Chief	132% of 10th Year	8,577.00	3,945.07	47.13	70.70	94.26

## SCHEDULE "B" - DEATH AND DISABILITY SUPPLEMENT

If an employee of the Department is killed or totally disabled as a result of the performance of their duties, including work, then the following shall apply:

1. If the employee is killed, the widow(er) or a common-law spouse, as defined in the Workers' Compensation Act, shall be paid the full pay such employee would have been paid under this Agreement had the employee not been killed, such payment to continue until such time as the widow(er) remarries or until the date that the deceased employee would have been entitled to full and compulsory pension retirement had the employee not been killed, whichever date shall first occur; provided that:
  - (a) if a deceased employee's widow(er) should die while being entitled to the benefits described in Section 1 above, and if there are children of the marriage under the age of nineteen (19) years, then the estate of the deceased employee would retain the benefit described in Section 1 above and administer that benefit in a fair and equitable manner pursuant to the terms of any will of the deceased employee or in accordance with the direction of the Court of competent jurisdiction until such time as the youngest child of the deceased employee reaches the age of nineteen (19) years; and that,
  - (b) any Workers' Compensation, Canada Pension or City Pension, or any pension or annuity not personally contracted for by the deceased or their widow(er) or family, or Criminal Injuries Compensation Award that is paid or awarded by reason of the employee's death shall, upon being paid or awarded, be paid or assigned to the Employer by the widow(er), or such other equivalent arrangements as may be mutually agreed upon by the parties; and that,
  - (c) at the date upon which the employee would have been compulsorily retired had the employee not been killed, their widow(er), providing they have not remarried, shall receive an amount equal to the pension, administered by the Commissioner of Municipal Superannuation, which they would have been entitled to had the employee died subsequent to their retirement.
  - (d) Notwithstanding the foregoing provisions, a cash settlement in lieu of the foregoing may be agreed upon by the widow(er) and the Employer.
2. If a employee is totally disabled and can no longer be employed the employee shall be paid their full pay under the terms of this Agreement as if their employment had not been terminated until such time as the employee would be entitled to full and compulsory retirement; provided that:
  - (a) any Workers' Compensation Pension, Canada Pension or other pension or

annuity or Municipal Pension Plan or Employer sickness and accident plan payments not personally contracted for by the employee or their family, or any Criminal Injuries Compensation Award shall be paid, assigned or delivered to the Employer by the employee, or such other equivalent arrangements as may be mutually agreed upon by the parties; and that,

- (b) if a employee recovers, is gainfully employed or receives remuneration there from which is less than the employee would be entitled to receive under this Agreement, such amount together with any monies derived from Subsection 2(a) above shall be paid, assigned or delivered to the Employer by the employee, or such other equivalent arrangements which may be mutually agreed upon by the parties hereto; and that,
  - (c) if the employee recovers, is gainfully employed and receives remuneration from said employment which is in excess of that which the employee would be entitled to be paid under the terms of this Agreement, the responsibility of the Employer under this Section shall cease and determine.
  - (d) The amount of pay referred to in Subsection 2(b) above and the amount of full pay referred to in Sections 1 and 2 of this Schedule "A", Part VI shall be determined by the parties to this Agreement, and in making this determination, the gross pay of the employee involved shall be reduced by the normal deductions for Canada Pension Plan, Income Tax according to the employee's exemptions, or, in the case of a deceased employee, according to their widow(er)'s exemptions, and such other deductions as the parties may determine.
3. In any instance in Sections 1 and 2 above where the widow(er) is mentioned, it is to be interpreted as including common-law spouse.



## SCHEDULE "D" - PROMOTIONAL POLICY

### 1.1 Eligibility for Promotion

- (a) Upon the successful completion of the six-month probationary term, the probationary firefighter will be eligible for promotion to fire fighter 4<sup>th</sup> class.
- (b) Upon completion of six months service as a fire fighter 4<sup>th</sup> class, the firefighter will be eligible for promotion to fire fighter 3<sup>rd</sup> class.
- (c) Upon completion of one year's service as a fire fighter 3<sup>rd</sup> class, the firefighter will be eligible for promotion to fire fighter 2<sup>nd</sup> class.
- (d) Upon completion of one year's service as a fire fighter 2<sup>nd</sup> class, the firefighter will be eligible for promotion to fire fighter 1<sup>st</sup> class.

### 1.2 Selection Board

All fire fighter promotional and incremental examinations will be conducted by the deputy fire chief.

### 1.3 Examination Standards

All promotional and incremental evaluations will consist of two parts: a written exam and a practical exam. A minimum mark of 70% must be obtained on each of the two parts.

### 1.4 Examination Procedure

- (a) All qualified applicants will be given a study package identified by the fire chief. The applicants will have 60 days in which to prepare for the evaluations.
- (b) The written exam will consist of a multiple-choice test.
- (c) The practical exam will consist of oral questions stemming from the Operational Guidelines, fire department apparatus and equipment, area knowledge and fire bylaws.
- (d) Firefighters will be eligible to write their exams and complete their practical evaluations six weeks prior to the date of their eligibility for promotion. Failure of either the written or practical exam will result in no promotion; however the exam(s) may be retaken three weeks after the date of the failed exam. Upon successful completion of the exam process and time in rank, firefighter will be promoted to the rank being sought.

## **Firefighter to Lieutenant**

### **2.1 Entry into the Lieutenant's Eligibility Pool**

Candidates for inclusion in the Lieutenant's Eligibility Pool shall be:

- (a) First class firefighters, with five years service with Esquimalt Fire Rescue. The right of first refusal will be offered by seniority.
  - 1. If no fire fighters meet the above criteria, then 1<sup>st</sup> class firefighters will be eligible to apply. The right for first refusal will be offered by seniority.
- (b) On the Approved Driver's list for Esquimalt Fire Rescue.
- (c) An accredited NFPA 1001 Firefighter; members without this qualification are still eligible but will be required to complete this requirement within 1 year of entry into the pool., otherwise they will exit the pool.
- (d) Candidates shall obtain a satisfactory rating in all categories in their most recent performance appraisal. Yearly performance appraisals shall be conducted by the platoon Assistant Chief with input from the Chief / Deputy Chief. This criterion comes into effect after union-management agreement is reached on a performance appraisal system to be used by the Assistant Chiefs.
  - 1. In the event a member wishes to appeal his/her assessment, the other three Assistant Chiefs shall conduct an Appeal Process with the Chief or Deputy Chief. There will provision for the member and/or the Assistant Chief to address the appeal board. The member appealing the appraisal may have a union representative present.

## 2.2 Lieutenant's Pool

To maintain their position in the Lieutenant's Eligibility Pool all Firefighters shall:

- (a) Accumulate seniority time within the pool. Pool seniority time will be calculated on the basis of completed days.
- (b) Maintain a satisfactory rating in all categories in the most recent performance appraisal.
  - 1. Yearly performance appraisals shall be conducted by the platoon Assistant Chief with input from the Chief / Deputy Chief. This criterion comes into effect after union-management agreement is reached on a performance appraisal system to be used by the Assistant Chiefs.
  - 2. The other three Assistant Chiefs shall conduct the Appeal Process with the Chief or Deputy Chief. There will provision for the member and / or the Assistant Chief to address the appeal board. The member appealing the appraisal may have a union representative present.
- (c) Enroll in the NFPA (BC) Fire Officer's Program that is instructed through the Justice Institute of BC.
  - 1. The Fire Service Instructor I (S101) that is part of the Fire Officer I Program shall be completed within 18 months of entering into the pool. This will be a local 3-day program, rather than a two and one half day program.
- (d) Take at least 3 courses every 2 years in the Fire Officer distant learning program, with at least one course per year. The member must indicate how many courses will be taken by Jan 1<sup>st</sup> each year. The classroom and practical courses will be offered on a pool seniority basis. If a member fails to comply with this section, then that member will have to exit the pool and will cease in accumulating pool seniority time. In exceptional circumstances the Fire Chief may allow a deferral of Justice Institute distance learning courses for one semester.
  - 1. If a member is unsuccessful in obtaining a passing mark in any of the required fire officer courses, that member will be required to retake the course in the next available semester, or for non-distance education courses as soon as feasible, both at the department's expense. This member will continue to gain seniority within the pool.

2. If a member is unsuccessful in obtaining a passing mark on the second time, then that member will have to exit the pool and will cease in accumulating seniority time within the pool.
  3. This member may retake the course on his or her own time and expense. Once they receive a passing mark, they can now re-enter the pool. The amount of pool seniority time that they had accumulated upon exiting will determine placement in the pool. If there is a tie in the amount of pool service then it will defer to department's seniority.
  4. Refusing/declining to take, turning down, cancelling, or fail to complete a course will be the same as being unsuccessful in a course.
- (e) Also be required to complete Emergency Scene Management I, where a pool member has NFPA Fire Officer 1, from other than the JIBC.
  - (g) Also be required to complete Emergency Scene Management II, where a pool member has NFPA Fire Officer 2, from other than the JIBC.
  - (h) Choose and complete four (4) courses (Lieutenant's Level) from a list of Camosun College Leadership Development Certificate Program courses, which will be identified after consultation with the Union. These courses will be paid for by the department, but will be taken on the members' own time.
  - (i) Successfully pass a yearly tabletop evaluation. The pass mark shall be 70%. The evaluation shall be similar to that of the Emergency Scene Management I (F120) evaluation. Either the Chief or Deputy Chief will conduct the tabletop evaluation. It can be completed anytime within each calendar year as per the schedule of the member and the Chief or Deputy Chief. If the member is unsuccessful in the evaluation, the evaluation can be retaken after 30 days. Each member may retake the evaluation two times within a calendar year. This section does not apply to those members that have not taken the Emergency Scene Management I (F120) program.

### 2.3 Eligibility for Promotion

- (a) All promotions to Lieutenant shall be made from the Lieutenant's Eligibility Pool, which shall consist of four positions.
- (b) A member in the pool shall not be confirmed promoted to Lieutenant unless he/she has (completed all of their requirements):

1. Completed the NFPA (BC) Fire Officer Level 1 and 2.
2. Completed the four (4) identified courses from the Leadership Development Certificate Program at Camosun College.  
(Department to pay for lunches & parking where applicable)
3. Successfully pass an oral interview on a one-time basis. The Interview Panel shall consist of the Chief, Deputy Chief and another Director/Manager from the Township. The pass mark shall be 70% in the oral interview. The oral interview shall be scheduled each year and members are to indicate by January 1<sup>st</sup> if they intend to do the oral interview that year. Study materials for the interview will be supplied and/or identified 90 days in advance of the scheduled interview.
4. Obtained a satisfactory rating in all categories in the most recent performance appraisal. This criterion comes into effect after union-management agreement is reached on a performance appraisal system to be used by the Assistant Chiefs.
5. Successfully completed (70%) a yearly tabletop evaluation (two years consecutively).

#### 2.4 Promotion to Lieutenant

- (a) When there is a vacancy for a Lieutenant, promotion will be via the seniority number within the eligibility pool, having met the requirements of 2.3(b) above.
- (b) A member can be appointed as an acting Lieutenant until completion of their requirements. If a member appointed to such acting position is unsuccessful in completing their requirements, the appointment of acting Lieutenant will be rescinded and they will exit the pool. The next senior person in the Lieutenant's Eligibility Pool will be appointed as an acting Lieutenant (if they have not completed their requirements) or promoted to fill the vacant position.

#### 2.5 Platoon Assignments

The fire fighters within the Lieutenant's Eligibility Pool will be placed on separate platoons and will fulfil the role of acting Lieutenant during the absence of a regular platoon officer.

#### 2.6 Leave of Absences (LOA)

Where a member requests and is granted a LOA, he will continue to accumulate pool seniority providing the LOA is with pay, or is a LOA without pay for a period not exceeding 60 days. Otherwise the person exits the pool and can re-enter upon returning from the LOA with his previous pool seniority accumulation being used to determine his placement in the pool.

If a vacancy occurs which requires filling via promotion, and the member on a LOA highest overall score on the current eligibility list, that member shall have the option of cancelling his LOA and accept the available promotion. If the member remains on his LOA, the next member on the eligibility list shall be promoted instead.

## 2.7 Exception for advanced courses

Where a member has completed the requirements of the Fire Officer Level stipulated by his position, he is eligible to take higher-level Fire Officer courses, provided:

- (a) there are sufficient funds available
- (b) that members in need of Fire Officer courses to satisfy promotional requirements are funded before such optional requests
- (c) that it is on a 'without prejudice basis' with respect to the promotional system

## 2.8 Effect of Re-entry into a Pool

Should a member exit a promotional pool, then the next eligible person shall enter the pool to fill the vacancy and will commence accumulating pool seniority accordingly. In the event that the member that had exited the pool applies to re-enter the pool after having qualified to do so and this results in more than the maximum 4 pool positions, then the person with the least pool seniority will exit the pool.

LETTER OF UNDERSTANDING #1

BETWEEN

CORPORATION OF THE TOWNSHIP OF ESQUIMALT  
(hereinafter referred to as the "Employer")

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4264  
(hereinafter referred to as the "Union")

**Joint Union-Employer Committee – Pensions**

The Employer and the Union agree that in the event that options to the Special Agreement Pension Plan become available during the term of this Agreement, the parties will form a committee to be comprised of up to two (2) representatives appointed by the Employer and up to two (2) representatives appointed by the Union. The purpose of the Committee will be to examine and discuss such options. Where the Committee makes a recommendation, the recommendation may be implemented during the term of the Collective Agreement if the recommendation is approved by the Union and the Employer.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be signed on this \_\_\_\_\_ day of July, 2010.

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_  
CHAIRMAN, GVLRA

\_\_\_\_\_  
PRESIDENT, IAFF LOCAL 4264

\_\_\_\_\_  
DIRECTOR, GVLRA

\_\_\_\_\_  
SECRETARY, IAFF LOCAL 4264

\_\_\_\_\_  
MANAGER, GVLRA



- (c) Third – have the new organizational structure and all staffing exercises completed by December 31, 2010.
- 4. Posting for the excluded Assistant Chief positions shall be both internally (firstly) and externally (secondly) with the Employer, after consultation with the Office of the Fire Commissioner, determining the qualifications and specifications of the position.
- 5. All current employees of the Fire Rescue Department may apply for the excluded Assistance Chief positions.
- 6. The parties recognize that the Union has negotiated specific options for the permanent Assistant Fire Chiefs (James, MacIntyre and Booth) as follows:
  - (a) An Assistant Chief may apply for the excluded positions and if a successful candidate, will be appointed to the Assistant Chief position pursuant to the terms and conditions of the excluded position.
  - (b) In the event a current Assistant Chief applies for an excluded Assistant Chief position and is not a successful candidate (or chooses not to apply for the position):
    - (i) He may exercise his seniority and bump into a Lieutenant position at the rate of pay of the Lieutenant rank. Consequently Lieutenants shall exercise their seniority in accordance with the terms of the collective agreement.
    - (ii) An Assistant Chief may, with a minimum of six (6) weeks written notice of a retirement date to occur on or before December 31, 2010, receive a one-time retirement allowance of twenty-five thousand dollars (\$25,000.00), subject to statutory deductions. This allowance shall be in addition to retirement benefits provided by the current collective agreement.
    - (iii) Upon request and if permitted by CCRA this one-time retirement allowance may be paid out in the 2011 income tax year.

(iv) For purposes of the payout of this one-time retirement allowance the December 31, 2010 date may be modified to an alternate date with the mutual agreement of the Union and the Employer.

7. The parties agree, subsequent to ratification of this Letter of Understanding, to amend the definition of "bargaining unit" in the collective agreement and to jointly apply to amend the Certification Order of the LRB to exclude the position of "Assistant Chief".
8. The parties agree to amend the collective agreement by, where appropriate, deleting the classification of Assistant Chief from the collective agreement.
9. The parties further agree that upon compliance with the foregoing terms this Letter of Understanding shall expire and be null and void thereafter.

The signatories attached below agree to recommend to their respective principals the ratification of this Letter of Understanding.

Signed at the City of Victoria, in the Province of British Columbia, this \_\_\_\_\_ day of July, 2010.

REPRESENTING THE EMPLOYER

REPRESENTING IAFF, LOCAL 4264

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