

COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF SIDNEY

AND

THE INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 5282

September 1, 2020 – December 31, 2024

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COLLECTIVE AGREEMENT

BETWEEN:

THE TOWN OF SIDNEY

(the "Employer")

AND:

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 5282

SIDNEY FIRE FIGHTERS ASSOCIATION

(the "Union")

PREAMBLE:

The Parties acknowledge that the primary purpose of the Employer and the Union is to:

- A) provide professional, high quality service to the community;
- B) maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
- C) recognize the mutual value of joint discussion and negotiations; and
- D) encourage efficiency in operations.

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

The Parties agree that the preamble is a general statement of the Parties' intent and is without prejudice to either Party's interpretation or application of the provisions of this Agreement.

ARTICLE 1, TERM OF AGREEMENT

1.01 Effective Date

The term shall be from September 1, 2020 until December 31, 2024. It is agreed that all matters set out in this Collective Agreement will take effect on the day following ratification (date TBD) unless otherwise specified, and shall continue in force from year to year thereafter until replaced by a new Collective Agreement.

1.02 Amendments by Mutual Agreement

Amendments to this Agreement may be made by mutual agreement at any time through a properly executed Letter of Understanding.

1.03 Retroactive Payments

Upon the signing of this Agreement, and all subsequent Agreements, any retroactive payments agreed to shall be made within ninety (90) days of signing of the Agreement by both Parties.

ARTICLE 2, SCOPE

This Agreement shall apply to all members of the Union described as “Fire Fighters and Fire Inspectors within the Town of Sidney” International Association of Fire Fighters (IAFF) Local 5282 as certified by the British Columbia Labour Relations Board excluding the ranks of Deputy Chief and Fire Chief.

ARTICLE 3, UNION SECURITY

3.01 Membership Maintenance

All Employees covered by this Agreement are required to maintain membership in the Union as a condition of their employment.

3.02 Union Initiated Suspension

In the event that the Union is intending to suspend an Employee for non-maintenance of membership or for any other reason, the Union will give written notice to the Employer of at least thirty (30) calendar days.

3.03 Payment of Dues

Employees shall be required to pay Union dues/assessments. The Employer shall deduct from each pay the amount of the Union dues/assessments as set by the Union from time to time, and remit them to the Union by the end of the following month. The Parties agree to an electronic transfer of funds, where possible.

3.04 Notice of Change

The Union shall advise the Employer, in writing, of any changes to the amount of dues/assessments to be deducted in this Agreement. Such notice shall be communicated to the Employer at least thirty (30) calendar days prior to the effective date of the change and such deductions will occur on the next pay period.

ARTICLE 4, MANAGEMENT RIGHTS

The Union recognizes the exclusive right of the Employer to manage the business and affairs of the Town of Sidney, 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. The Employer recognizes that these rights shall be exercised reasonably and in keeping with the articles of this Agreement. The Town of Sidney retains all rights not expressly limited by the terms of this Agreement.

ARTICLE 5, UNION BUSINESS

5.01 Union Officers

The Union shall provide the Employer with a list of elected officers, stewards and other Union representatives.

5.02 Time Off with Pay

Time off with pay shall be granted to no more than two (2) official representatives appointed by the Union, on application to and approval of the Fire Chief to attend Labour Management meetings pertaining to Article 37 Occupational Health and Safety meetings or grievance meetings pertaining to Article 10.

5.03 Time Off – Collective Bargaining

Up to two (2) representatives of the Union shall be granted paid leave of absence to participate in collective bargaining for renewal of this Collective Agreement provided that:

- i. Negotiations occur during normal working hours; and
- ii. Overtime shall not apply.

5.04 Union Business – Unpaid Leave

Representatives of the Union shall be granted unpaid leave of absence to attend Union business other than provided in Article 5.02 and 5.03 above. Such leave of absence shall not affect the Employee's seniority and/or benefits contained in this Agreement.

5.05 Requests for Leave

Requests for leave under this Article shall not be unreasonably withheld provided that, in the opinion of the Fire Chief, sufficient staffing can be maintained during such periods to meet operational needs of the Department.

5.06 Bulletin Boards

The Union will provide a bulletin board for membership use at a location pre-approved by the Fire Chief. The Union will have access to the video monitor display for presentations based also on pre-approval by the Fire Chief.

ARTICLE 6, CORRESPONDENCE

Within ten (10) days of ratification of this Agreement, the Employer and the Union shall designate a person or persons and all correspondence between the Parties arising out of this Agreement or incidental to it shall pass to and from such designated persons. Such notification shall be in writing and include the name(s), title, address, telephone, and email.

ARTICLE 7, APPLICABLE LEGISLATION

The Employer and the Union recognize the applicable provisions of the *British Columbia Human Rights Code*, the *British Columbia Labour Relations Code*, *Freedom of Information and Protection of Privacy Act*, the *Workers Compensation Act*, *Fire and Police Services Collective Bargaining Act*, and the *British Columbia Employment Standards Act*.

ARTICLE 8, NO DISCRIMINATION / NO HARASSMENT

The Employer and the Union are committed to a non-discriminatory and harassment free workplace, building a respectful environment that is inclusive and welcoming of diversity.

ARTICLE 9, DISCIPLINE AND DISCHARGE

Discipline and discharge shall be for just cause. An Employee shall be advised of the right to have a Union Representative present when an interview, discipline or Union member discharge occurs. An Employee shall be afforded the necessary time to arrange representation when an interview, discipline, or discharge occurs. Copies of written disciplines and discharge shall be provided to Employees and to the Union. Employees are deemed to have given consent for such documents to be provided to the Union.

ARTICLE 10, GRIEVANCE AND ARBITRATION

10.01 Statement of Intent

- a) Under this Agreement a grievance is any dispute or difference between the persons bound by the Agreement related to:
 - i) Dismissal or discipline of any Employee; or
 - ii) The interpretation, application, operation or alleged violation of this Agreement including any question as to whether a matter is arbitrable.

The Parties jointly recognize the desirability of preventing grievances through the use of good judgment, good communications, and good directives by both Parties. Both Parties will work diligently to attempt to resolve such differences through informal means before proceeding to the formal process. However, in the event of a difference it is agreed that any grievance shall be dealt with in accordance with the procedures outlined in this Article, without stoppage of work.

10.02 Grievance Procedure

Step 1

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

If the Employee is not satisfied with the supervisor's response, the Employee may choose to advance the complaint to Step 2 of the grievance procedure. It is the Employee's responsibility to discuss the matter with a representative of the Union in a timely manner.

Step 2

The Union may submit the grievance in writing to the Fire Chief within fourteen (14) calendar days of being made aware of the supervisor's response as set out above. The Fire Chief shall provide a written response within fourteen (14) calendar days of receipt of the grievance.

Step 3

If there is no settlement reached at Step 2, the Union shall submit the grievance in writing to the Chief Administrative Officer within fourteen (14) working days of receiving a response in writing from the Fire Chief. The Chief Administrative Officer or designate shall meet with the Union and provide a written response within fourteen (14) calendar days from the date the matter was referred to the Chief Administrative Officer or designate.

Step 4

If the grievance is not resolved at Step 3 within fourteen (14) calendar days of receipt of the written response from the Chief Administrative Officer, the matter may be referred to arbitration.

If possible, the Parties shall agree to a single Arbitrator who shall hear and render a decision on the grievance. Either Party may opt for a three (3) member Arbitration Board which shall consist of one (1) nominee appointed by each Party and a Chairperson selected by the two nominees.

If within ten (10) working days the Parties fail to agree on an Arbitrator, application may be made by either Party to the Collective Agreement Arbitration Bureau to appoint an Arbitrator.

The Parties shall share equally the fee(s) and expenses associated with the Arbitrator or chairperson of the Arbitration Board.

10.03 Extension of Time Limits

- a) Should the Parties fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the Parties have mutually agreed in writing to extend the time limits.
- b) A suspension or dismissal grievance shall commence at Step 3 of the Grievance Procedure.

10.04 Policy Grievance

If a dispute involving a question of general application or interpretation of this Agreement occurs it shall be submitted at Step 3 of this Article.

10.05 Referral to Mediation

By mutual agreement the Parties may refer the matter to mediation. The Parties shall share equally the fee(s) and expenses associated with the Mediator.

10.06 Employer Grievances

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

ARTICLE 11, SALARIES

11.01 Schedule A

Salary rates shall be as set out in Schedule A.

11.02 Salary Progression

Any Employee hired during the term of this Agreement shall commence employment as a Probationer Fire Fighter and shall progress to the classification of First Class Fire Fighter upon successful completion of the service required in each classification as set out in Article 32.03, except that such progress may be accelerated where in the opinion of the Fire Chief such action is warranted.

11.03 Direct Deposit

Employees shall be paid on a bi-weekly basis by means of direct deposit. Each Employee shall be provided with an itemized statement of earnings and deductions.

ARTICLE 12, SERVICE RECOGNITION

12.01 Pins, Badges and Regalia

Employees are eligible for long service recognition pins, badges, and regalia.

12.02 Service Recognition

First (1st) Class Fire Fighters shall receive, after ten (10) years of continuous service with the Employer, an increase of three percent (3%) in basic salary.

12.03 Volunteer Service Recognition

In instances where a member of the Sidney Volunteer Firefighters Association is hired for a bargaining unit position, the following equivalencies shall apply for purposes of calculating seniority, vacation, salary* and sick time:

- a) The first three completed years of volunteer service shall equate to one year of Union service;
- b) Each additional two years of volunteer service shall equate to one year of Union service;

- c) Time shall be prorated where necessary for purposes of calculations. For the purposes of calculation, anything over six (6) months will be considered a full year of volunteer service;
- d) The maximum amount of equivalent time shall be 4 years.

*All new Fire Fighters will begin their career at the Probationer Fire Fighter's salary scale irrespective of volunteer service accrued above.

ARTICLE 13, HOURS OF WORK

13.01 Regular Work Week

At the discretion of the Fire Chief, the normal regular full-time work week shall consist of:

- a) Five (5) continuous working days Monday through Saturday inclusive; or
- b) where operational requirements and additional staff permit, the Parties may introduce other work schedules by mutual agreement.

Fourteen (14) days' notice will be given for a change in shift rotation unless there is mutual agreement to adjust the shifts with a lesser notice period.

13.02 Forty Hour Week

The normal regular full-time work schedule shall consist of:

- a) A forty (40) hour work week, based on an eight (8) hours per day consisting of a five (5) day work week.
- b) Between 08:30 hrs. and 04:30 hrs. including one-half (1/2) hour paid meal break, and with a 15-minute break scheduled in the first half of the day and another 15-minute break scheduled in the second half of the day, or other such shift schedule as determined by the operational needs of the Employer.

13.03 Weekly Training with Volunteers

Notwithstanding the provisions contained above, Employees shall be required to attend all of the scheduled weekly training sessions between 19:00 hrs. and 21:30 hrs. inclusive except the regularly scheduled training sessions which include the Volunteer Association Meeting, or the Employee is on Vacation. This time will be compensated as time off in lieu calculated at straight time rates, which may be paid out on a monthly basis at the discretion of the Fire Chief. An Employee may also be excused from a regular training session at the discretion of the Fire Chief or designate.

ARTICLE 14, OVERTIME

14.01 Overtime Compensation

- (a) All Employees covered by this Agreement shall, when required to perform duties in excess of regular shift hours, be paid at one and a half (1½) times the regular hourly rate of the Employee for the first three (3) hours, and then two (2) times their regular hourly rate of pay beyond three (3) hours. Overtime will be no less than two (2) hours on each occurrence with a minimum payment calculated in fifteen (15) minute increments after two (2) hours.
- (b) An Employee who is on duty and who is required to work immediately following the completion of their regular shift shall be compensated in accordance with (a) above, with the exception that the 2-hour minimum shall not apply.
- (c) An Employee who is not on duty and who agrees to work or is required to work in excess of their scheduled work week, shall be compensated in accordance with (a) above.
- (d) An Employee reporting for work at the call of the Employer in response to a request to respond shall be compensated in accordance with (a) above. The Employee shall also be compensated with travel time to the duty station from their house, but not from the duty station back to their house, to a maximum of half (1/2) an hour. The two (2) hour minimum includes travel time.
- (e) Where an Employee is called out on a Statutory Holiday as defined in Article 19, the Employee shall be compensated at two and a half (2½) times their regular rate of pay plus an additional day in lieu to be scheduled at a date agreed to between the Employer and the Employee.

14.02 Pay in Lieu of Overtime Worked

Overtime compensation can be placed in an Employee's overtime bank. At the discretion of the Fire Chief, the overtime bank or portion of the bank, may be paid out on a monthly basis instead of being taken as paid time off work.

14.03 Training or Meeting Compensation

Employees who are authorized to attend Departmental meetings, courses or conventions on behalf of the Department outside of regular work hours will be provided the equivalent of straight time off by means of days in lieu. Such time may be accumulated and taken off by mutual agreement by the Employee and the Fire Chief.

The regular once weekly training drills are not applicable to this clause of the Collective Agreement.

ARTICLE 15, DUTY OFFICER ROTATION

Employees invited to and agreeing to participate in the Duty Officer rotation shall be compensated and shall adhere to established policies set out for other Officers.

ARTICLE 16, EXCHANGE OF SHIFTS

Any Employee seeking to change and/or exchange hours or shifts of work with another Employee may do so upon receiving the permission of the Chief or the Chief's authorized delegate.

ARTICLE 17, DAYLIGHT SAVINGS TIME

When daylight savings time reverts to standard time, members shall be paid in accordance with actual hours worked on any overtime hours associated therewith. All other members working a regularly scheduled shift shall receive their wages as if it were a normal working period.

ARTICLE 18, VACATIONS

18.01 Vacation Entitlement

Vacation entitlement shall be in accordance with Town of Sidney Vacation Leave Policy covering exempt Employees. It is agreed there will be no reduction to the Vacation Leave Policy entitlement without agreement with the Union.

18.02 Vacation Scheduling

All vacation requests will be scheduled subject to operational requirements and approval of the Fire Chief. An Employee may be approved for eighty (80) hours of vacation time between May 15th and September 15th inclusive for each calendar year.

ARTICLE 19, STATUTORY HOLIDAYS

19.01 Statutory Holidays

All eligible Employees shall be entitled to the following General Holidays subject to the provisions of this Article:

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

and any other day declared by the Government of Canada, the Province of British Columbia or the Town of Sidney.

19.02 Time Off Equivalent

In any instance that a Statutory Holiday listed in Section 19.01 above occurs:

- i) On an Employee's normal day of rest; or
- ii) On a day that an Employee is on annual vacation; or
- iii) On a day that is provided in lieu of a day listed as a Statutory Holiday above; or
- iv) On a day when an Employee is receiving benefits from the Workers' Compensation Board as the result of an accident or injury that took place while in the employment of the Employer, excluding partial or permanent disability pension benefits;

such Employee shall receive time off equivalent to the Employee's regular working hours without loss of normal straight time hours worked plus the lieu day set out in Article 19.02 above.

19.03 Statutory Holiday Pay

If an Employee is scheduled to work on a Statutory Holiday, they shall be paid at the rate of time and one half (1½) their straight time for hours worked plus the lieu day set out in Article 19.02 above.

19.04 Time Off in Lieu

The scheduling of time off in lieu of Statutory Holidays shall be determined by mutual agreement.

ARTICLE 20, EMPLOYEE BENEFITS PLAN

Employees will be entitled to benefits that apply to Town of Sidney exempt Employees. The details of the benefit package will be provided to each Employee. It is agreed that there will be no reduction to the Employer's benefit entitlements provided through the Capital Area Benefit Advisory Group without consultation with the Union.

ARTICLE 21, HEALTH AND WELLNESS

21.01 Health and Wellness

The Union and Employer agree that health and wellness of the members is important to a healthy and productive workplace. The Employer shall provide members access to fitness equipment while on duty subject to operational requirements.

21.02 Program Guidance

The IAFF/IAFC Wellness Fitness Initiative (WFI) shall provide department wide program guidance.

ARTICLE 22, EMPLOYMENT INSURANCE REBATE

The Employer shall register the Sick Leave Plan with Human Resources Development Canada for premium reduction purposes. The Union shall be notified of the premium reduction, which shall be applied to the benefit of Employees in accordance with Development Canada rules by mutual agreement between the Parties.

ARTICLE 23, SICK LEAVE

Sick Leave shall be in accordance with Town of Sidney Sick Leave Policy covering exempt Employees. It is agreed there will be no reduction to the Sick Leave Policy entitlement without agreement with the Union.

ARTICLE 24, WORKERS COMPENSATION

24.01 Rate of Pay

If an Employee is incapacitated and unable to work as a result of an accident or illness sustained while on duty in the service of the Employer, and is not disabled for longer than the day of the accident or illness, the Employee will receive their Basic Rate of Pay for the remainder of their shift. An Employee who is incapacitated and unable to work past the date the accident or illness occurred as a result of an accident or illness sustained while on duty in the service of the Employer within the meaning of the British Columbia *Workers' Compensation Act* shall continue to be compensated by the Employer their normal net salary equivalent to the rate of pay received at the time of injury, without interruption for the duration that WorkSafeBC determines is eligible for compensation benefits. WorkSafeBC will direct the benefit payments to the Employer. The Employee will retain all benefits including pension benefits and the Employer will continue to pay the Employer portion of the cost to maintain such benefits.

24.02 Permanent Incapacity

The provisions of this Article do not apply where an Employee is permanently incapacitated from serving as a worker and is in receipt of WorkSafeBC pension.

ARTICLE 25, PENSION

All regular Employees appointed to permanent positions shall be enrolled in Group 5 in accordance with the Municipal Pension Plan rules, as amended from time to time under the *Municipal Pension Plan Joint Trust Agreement* pursuant to the authority of the *Public Sector Plans Act* as applied to the Employer and its Employees, from the first date of employment up to compulsory retirement at age sixty (60). Employees who are ineligible to make contributions under the *Pension (Municipal) Act* shall be exempted from its provisions. If there is a conflict between the Municipal Pension Plan rules and this Agreement then the Municipal Pension Plan rules shall prevail.

ARTICLE 26, LEAVES OF ABSENCE

26.01 Length of Leave

(i) Maternity Leave

A pregnant bargaining unit member shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birthing parent dies or is totally disabled, a bargaining unit member who is the parent of the child shall be entitled to both maternity and parental leave without pay.

(ii) Parental Leave

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

(iii) Maximum Allowable Leave

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be seventy-eight (78) continuous weeks, plus any additional leave pursuant to Article 33.01(iv).

(iv) Additional Parental Leave

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an Employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave beginning immediately after the end of parental leave taken under Article 26.01(i) or (ii).

26.02 Notice Requirements and Commencement of Leave

- (i) A bargaining unit member who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (ii) A bargaining unit member shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. In the case of adoption of a child, the member shall provide as much notice as possible.
- (iii) The Employer may require a pregnant bargaining unit Employee to commence maternity leave where the duties of the Employee cannot reasonably be performed because of the pregnancy. In such cases, the Employer's previously scheduled leave period will not be affected.
- (iv) A bargaining unit member on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the member intends to return to work.
- (v) A bargaining unit member who wishes to return to work within six (6) weeks following the actual date of the birth, may be required to provide a certificate from a medical practitioner stating the member is able to return to work.
- (vi) Where a pregnant bargaining unit Employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

26.03 Return to Work

On resuming employment, a bargaining unit Employee shall be reinstated to their previous or a comparable position and for the purposes of pay increments and benefits, and vacation entitlement (but not for public holidays or sick leave), maternity and parental leave shall be counted as service. Vacation time off work shall be granted in accordance with the duration of the leave. However, vacation pay shall be pro-rated for the period of time the Employee received Supplemental Employment Insurance Plan payments. A bargaining unit Employee may elect not to take that portion of vacation which is unpaid.

26.04 Bereavement Leave

- (i) Regular bargaining unit Employees may be granted up to three (3) regularly scheduled consecutive work days leave with pay in the case of the death of a spouse (including common law spouse), children, parents, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, grandparents and grandchildren.
- (ii) In the event the Employee travels outside the Capital Regional District to attend the funeral, additional leave to a maximum of three (3) days will be granted at the discretion of the Fire Chief.

- (iii) Employees on vacation leave may retain their entitlement to bereavement leave. Vacation leave lost due to bereavement will be deferred and re-scheduled once the Employee notifies the Fire Chief of the death of a relative.

26.05 Jury and Court Witness Leave

Employees required to act on a jury or subpoenaed to appear as a witness in any legal proceedings will be entitled to paid leave. Any request for a leave of absence in excess of 5 consecutive days must be in writing and preapproved by the Fire Chief. Any remuneration paid to Employees under the terms of this Article will be paid to the Town. Matters of personal involvement in any legal proceedings will be treated as unpaid leave.

26.06 Leaves of Absence

All requests for leave will be made in writing at least one (1) month prior to the beginning of the leave. In situations of an unforeseen or emergency nature, the Employee's request will be made as soon as possible after becoming aware of the situation, which prompted the request for leave.

26.07 Abandonment of Position

An Employee who has been granted a leave of absence and fails to return within three (3) shifts of the return date granted by the Employer will be deemed to have abandoned their position unless such a delay has been approved or explained.

ARTICLE 27, POSTINGS, PROMOTIONS AND TRIAL PERIOD

27.01 Postings

- (a) Any new or vacant full-time position that the Employer intends to fill shall be posted internally for fourteen (14) calendar days, except vacancies for Probationer Firefighter. The posting shall include relevant details as determined by the Employer including required qualifications, responsibilities of the role, anticipated hours of work and classification of the position.
- (b) Appointments may be made by mutual agreement between the Union and the Employer without posting.

27.02 Promotions

- (a) The skill, knowledge, qualifications and leadership qualities of the applicant shall be the primary considerations in assessing suitability for promotion. Where such factors are equal, seniority with the Department shall be the determining factor.

- (b) It is the intention of the Employer to fill vacant positions for promotion from within the membership of the bargaining unit subject to the above. A fair and adequate opportunity shall be given to all members of the Union to qualify for promotion.
- (c) Upon request, applicants will be provided with constructive feedback on the competition process.

27.03 Trial Period

Employees shall serve a three (3) month trial period from the date of transition to the new position, promotion or transfer. Time spent in a temporary or acting capacity of the position shall accumulate and contribute towards the trial period required in that position. If during the three (3) month trial period the Employee proves to be unsatisfactory in the position, is unable to perform the duties of the new role, or if the Employee provides notification to the Employer that they wish to return to the previous position, the Employee may revert to their former classification and rate of pay without loss of seniority.

ARTICLE 28, SENIORITY

28.01 Seniority Defined

- (a) Seniority shall be defined as the length of full-time employment as an Employee with the Employer since the initial date of hire into the bargaining unit that is not interrupted by lay-off, resignation or termination. This shall include service accumulated in accordance with Article 12.03.
- (b) Employees shall not attain seniority until they have completed their probationary period, after which their seniority shall include the probationary period.

28.02 Seniority Tie Breaker

If two (2) or more Employees commence work on the same day, placement on the seniority list shall be determined by their date of birth and the older Employee shall be considered to have greater seniority.

28.03 Seniority List

Once annually, the Employer is to prepare a seniority list for Employees which shows their date of hire and position and provide a copy to the Union.

ARTICLE 29, PROBATION

29.01 Probation Period

- (i) Every Employee shall be on probation for a period of twelve (12) consecutive months. An Employee's suitability for continued employment shall be assessed by the Fire Chief and based on the following factors:
 - (a) Conduct;
 - (b) Quality and quantity of work;
 - (c) Ability to work well with others; and,
 - (d) Ability to meet work standards as set by the Employer.
- (ii) Where an Employee is absent for an accumulated total of fifteen (15) or more working days during the probation period, the Employer may extend the probation time period by the total number of days of the absence of the Employee.
- (iii) A probationary period may be extended up to three (3) months.

29.02 Discharge During Probation

A probationary Employee may be discharged by the Fire Chief if the Employee is deemed unsuitable for the position prior to completion of the probationary time period.

ARTICLE 30, LAYOFF AND RECALL

30.01 Lay-off

In the event of the elimination of a position or reduction of the work force resulting in a lay-off, seniority shall govern, with the most junior Employee being laid off prior to a more senior Employee, provided always that the Employee(s) who remains shall possess the required qualifications, experience, skill and ability to perform the ongoing work.

30.02 Notice

The Employer shall provide to an Employee who is designated for lay-off at least fourteen (14) calendar days' notice of lay-off or pay in lieu of notice.

30.03 Recall Eligibility

A permanent Employee laid-off shall be placed on a recall list in seniority order for a period not to exceed twelve (12) consecutive months.

30.04 Recall

In the Employer determines a permanent Employee (s) is required then an Employee (s) on the recall list shall be recalled with the most senior Employee being recalled to work prior to a junior Employee, provided always that the Employee to be recalled shall possess the required qualifications, experience, skills and ability to perform the available work.

30.05 No New Bargaining Unit Employees

New bargaining unit Employees shall not be hired to perform work for which Employees on lay-off are qualified to perform unless such Employees refuse or are unavailable for recall.

ARTICLE 31, CONTRACTING OUT

The Employer agrees that no full time Employees shall be laid off or otherwise terminated as a result of contracting out bargaining unit work normally performed by bargaining unit Employees.

ARTICLE 32, JOB CLASSIFICATIONS and JOB DESCRIPTIONS

32.01 Job Descriptions

All classifications of Employees within the scope of this Agreement shall have established job descriptions that shall be as agreed to by the Parties.

32.02 New Classifications, Job Descriptions and Wage Rate

The Employer agrees to notify the Union in writing upon the establishment of a new job classification, job description and wage rate of a position in the bargaining unit. The two Parties shall meet within ten (10) working days to resolve any details if required. If an agreement cannot be reached regarding job classification and wage rate, the matter may be resolved through the grievance procedure.

32.03 Classification and Specification

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

- Probation Fire Fighter - Starting wage 70%
- Recruit Fire Fighter - Completion of the 1st 6 months 75%
- Fire Fighter 3rd Class - Completion of the 1st year 80%
- Fire Fighter 2nd Class - Completion of the 2nd year 90%

- Fire Fighter 1st Class - Completion of the 3rd year 100%
- Fire Fighter 1st Class - Completion of the 10th year 103%
- Fire Fighter/Inspector - 112%

ARTICLE 33, STATION AND DRESS UNIFORM ISSUE

33.01 Uniform Issue

All new Employees shall be entitled to the following issue of uniforms at the expense of the Employer, and be replaced on the listed schedule:

- 3 Short sleeve uniform shirts with shoulder flashes
 - Replaced every two years
- 3 Long sleeve uniform shirts with shoulder flashes (colour dependent on rank)
 - Replaced every 2 years
- 4 Department issued t-shirts with Department logo
 - Replaced every 2 years
- 1 Job shirt (1/4 zippered sweat shirt) with Department logo
 - Replaced every 5 years
- 4 Pair navy pants (CAFC standard design or equivalent)
 - Replaced every 2 years
- 1 Pair black steel toe station boots or oxfords c/w safety toes and non-slip soles
 - Replaced every 3 years
- 2 Ball caps with Department logo
 - Replaced every year
- 1 Reflective waterproof windbreaker with shoulder flashes
 - Replaced every 5 years
- 1 belt
 - Replaced every 2 years
- 1 Complete dress uniform (No dress shoes or cap provided) upon completion of probation
 - Replaced as the needed

33.02 Mutually Agreed Variance

Should the Parties mutually agree to a variance in the issue, the variance shall be made on a without prejudice basis.

33.03 Replacement

All items above shall be NFPA 1975 - ASTM 1671 compliant protective clothing,

and be immediately replaced if damaged or worn to the point of not providing a professional appearance as determined by Fire Chief. Clothing articles may be repaired if possible.

Uniform items provided are property of the Town of Sidney and prior to replacement due to damage, wear, or age must be returned to the Fire Department. Any use of uniform items listed above other than during regularly scheduled work days must be approved by the Fire Chief.

33.04 Uniform Cleaning

The Employer agrees to pay fifteen dollars (\$15.00) per pay period to each Employee covered by this Agreement for uniform cleaning. It is the Employee's responsibility to pick-up and drop off dry cleaning outside of scheduled working hours and maintain a professional appearance at all times.

ARTICLE 34, PROTECTIVE CLOTHING

34.01 Protective Clothing Standards

The Employer shall provide every Employee covered by this Agreement with required protective clothing in accordance with NFPA 1851 and WCB Part 31 current editions.

34.02 Protective Clothing Issue

The Employer shall provide all Employees with one complete set of personal equipment as follows:

- Coveralls
- Structural firefighting boots
- Helmet with face shield
- Fitted Turn-out Coat and Pants /w suspenders
- Balaclava
- Structural firefighting gloves
- Extrication gloves
- Individual SCBA face piece
- Flashlight

34.03 Protective Clothing

All personal protective clothing shall be cleaned and maintained in accordance with WorkSafeBC and Occupational Health and Safety Regulations at the expense of the Employer.

ARTICLE 35, PROFESSIONAL FEES AND REGISTRATION

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

ARTICLE 36, TRAINING

Annual Training opportunities will be made available to all Employees for operational requirements, at no cost to the Employee, including technological and skills enhancement and conferences, contingent upon training availability, staffing requirements and limitations of budgets.

ARTICLE 37, LABOUR MANAGEMENT COMMITTEE

37.01 Meeting Frequency

The Committee shall meet at least quarterly or more frequently if required by either Party at a mutually acceptable hour and date.

37.02 Committee Composition

The Committee shall be composed of two (2) representatives of the Union and two (2) representatives of the Employer. Meetings shall, where possible, be convened during working hours of committee representatives, if operational requirements permit. Union Committee representatives will be compensated by the Employer at their regular straight time hourly rate for time spent attending the meetings. Additional members may participate by mutual agreement.

37.03 Agenda

The Chair will solicit agenda items to incorporate into an agenda which will be provided to all members of the Committee at least two (2) days in advance of the meeting.

37.04 Health and Safety Topics

The Union may bring forward to meetings of this Committee requests to improve the health and safety of members. This agenda item will not replace WorkSafe-required Joint Occupation Health and Safety Committee meetings.

ARTICLE 38, PERSONNEL FILES

38.01 Personnel File Review

Employees may review their personnel file maintained by the Employer provided

the request is made in advance directly with the Fire Chief. Employees may authorize the Union to have access to their personnel file if the authorization is made in writing. Employees or their authorized Union representative shall be entitled to obtain a photocopy of any or all material in the file.

38.02 Removal of Disciplinary Documents

An Employee may request in writing to the Fire Chief to remove from their personnel file any formal discipline other than performance appraisals. Disciplinary documents may be removed at the discretion of the Chief Administrative Officer provided a minimum of twenty-four (24) months has elapsed from the date of issuance and there has been no further disciplinary action affecting the Employee.

38.03 Single Personnel File

There shall only be one single Employee personnel file for each Employee.

ARTICLE 39, COPIES OF COLLECTIVE AGREEMENT

The Employer shall make available to each Employee one (1) copy of this Agreement.

ARTICLE 40, LETTERS OF UNDERSTANDING

For the term of this Agreement, the following Letters of Understanding shall be attached to and form part of this Agreement:

Letter of Understanding No.1 Re: Pager Call Outs

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this _____ day of _____ 2021, in the City of Victoria, in the Province of British Columbia.

FOR THE EMPLOYER:

FOR THE UNION:

BOARD CHAIR, GVLRA

PRESIDENT, IAFF Local 5282

BOARD DIRECTOR, GVLRA

SECRETARY/TREASURER, IAFF Local 5282

EXECUTIVE DIRECTOR, GVLRA

Schedule A

Wage Rates and Classification

Career Firefighters	% of 1st Class	2021	2022	2023	2024
Probationer Fire Fighter	70%	\$ 69,216	\$ 71,639	\$ 74,146	\$ 76,741
Recruit Fire Fighter	75%	\$ 74,160	\$ 76,756	\$ 79,442	\$ 82,223
Fire Fighter 3 rd Class	80%	\$ 79,104	\$ 81,873	\$ 84,738	\$ 87,704
Fire Fighter 2 nd Class	90%	\$ 88,992	\$ 92,107	\$ 95,330	\$ 98,667
Fire Fighter 1 st Class	100%	\$ 98,880	\$ 102,341	\$ 105,923	\$ 109,630
Fire Fighter 1 st Class (completion of 10 th year)	103%	\$ 101,846	\$ 105,411	\$ 109,100	\$ 112,919
Fire Fighter/Inspector	112%	\$ 110,746	\$ 114,622	\$ 118,633	\$ 122,786

2021 Wage Rates to be effective as of January 1, 2021.

Statement of Intent

It is the intention of the Parties to increase the salaries for members of Local 5282 to be in line with the Comparator Rate as defined below, by the end of the 4-year agreement. This will be achieved through annual percentage increases effective January 1st for 2022 through 2024 that are higher than the anticipated increases for other IAFF agreements in the Comparator Group. The Parties understand that the rates listed above for the years 2021, 2022, 2023 and potentially 2024 could still produce a less than parity result with the Comparator Group by the end of the Agreement.

"Comparator Rate" is defined as the average of the salary rates paid to the following Comparator Group: Township of Esquimalt and District of Oak Bay.

If parity with the Comparator Rate is not achieved within the term of this Agreement, under the Wage scale outlined above, there shall be a one-time adjustment (to be effective December 31, 2024) to bring Sidney Fire Fighters to parity with the 2024 Comparator Rate. For clarity, this one-time adjustment is intended to bring the Employees to parity as at December 31, 2024. No retroactive pay will apply for the 2024 calendar year.

LETTER OF UNDERSTANDING No. 1

Between:

The Town of Sidney

(the "Employer")

And:

International Association of Fire Fighters, Local 5282

(the "Union")

Pager Call Outs

For the term of this Agreement the Employer and the Union agree to the following terms and conditions:

Employees invited and agreeing to participate in a pager call out shall be compensated at, and shall adhere to, established policies set out for the Volunteer Firefighters of the Town of Sidney and any future paid on call or stipend Fire Fighters the Town of Sidney may utilize. Article 15 - Overtime shall not apply.

FOR THE EMPLOYER:

FOR THE UNION:

BOARD CHAIR, GVLRA

PRESIDENT, IAFF Local 5282

BOARD DIRECTOR, GVLRA

SECRETARY/TREASURER, IAFF Local 5282

EXECUTIVE DIRECTOR, GVLRA