

AGREEMENT

THE CORPORATION OF THE
DISTRICT OF OAK BAY

AND

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL NO. 1856

JANUARY 1, 2020 – DECEMBER 31, 2021

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BETWEEN:

THE CORPORATION OF THE DISTRICT OF OAK BAY
(hereinafter called the "Employer")

OF THE FIRST PART

AND:

OAK BAY FIRE FIGHTERS, LOCAL NO. 1856, I.A.F.F.
(hereinafter called the "Union")

The bargaining authority for all employees of the Fire Department of the Employer falling within the definition of "Employee" in the Labour Relations Code of B.C.,
(hereinafter called the "Employees")

OF THE SECOND PART

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

AND WHEREAS on the application of certain of the Employees, the Labour Relations Board (British Columbia) has certified that the Fire Department is a unit for the purpose of the said Act, and that the said Union is its bargaining authority under the said Act;

AND WHEREAS the Union has by notice required the Employer to begin collective bargaining with it as bargaining authority for the Employees:

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

ARTICLE 1, TERM OF AGREEMENT

1.01 This Agreement shall remain in full force and effect from the 1st day of January, **2020** until the 31st day of December, **2021**, 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 31st day of December, **2021**, or immediately preceding any succeeding the 31st 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 to Subsection 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 Sections 1.01 and 1.02 of this Article, 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 Oak Bay Fire Hall, Victoria, B.C., and in the case of notice to the Municipality, 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 Wherever the singular is used throughout this Agreement the same shall be construed as meaning the plural where the context or the Parties hereto so require.

ARTICLE 2, UNION MEMBERSHIP

- 2.01 All employees of the Fire Department below the rank of Assistant Fire Chief within the jurisdiction of the Union shall become and remain members of the Union as a condition of continued employment and all temporary and probationary employees engaged in the Fire Department shall be required to produce within three (3) months a temporary working card to be issued by the Union.
- 2.02 Notwithstanding the foregoing, all employees shall commence paying union dues from their initial date of hire.

ARTICLE 3, COPIES OF CONSTITUTION

- 3.01 The Union shall keep the Employer supplied with copies of its Constitution and of all amendments thereto as passed, and with 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 Fire Department shall be on duty for more than forty-two (42) hours per week averaged over eight (8) weeks.

4.02 Overtime

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

4.03 Call Out

(a) An employee who is required to report to work on the call of the Employer at any time other than their regular working hours shall be paid at the rate of time and one-half (1½x) their regular rate of pay for the entire period spent at their place of work in response to the call, with a minimum of three (3) hours at the rate of time and one-half (1½x) their regular rate of pay.

(b) Notwithstanding clause (a) above, an employee who is required to report to work in a callout situation, to attend a fire, to backfill for an employee attending a fire or to attend an emergency declared by the Chief (or designate) shall be paid a minimum of three (3) hours at time and one half (1½x) for the first three (3) hours of the call out and at double time (2x) their regular rate of pay for any subsequent hours or portion thereof.

4.04 The Fire Fighter Mechanic shall work the same shifts as the Fire Suppression Division.

4.05 (a) The Fire Fighter Inspector(s) and/or a Fire Fighter Inspector Officer(s) (Lieutenant or Captain) shall work a five (5) day, forty (40) hour work week Monday through Friday inclusive, commencing at 08:30 hours and ending at 16:30 hours each day.

(b) Notwithstanding the foregoing, the Fire Chief and Inspector or Inspector Officer may mutually agree to vary the start and stop time of any work schedule to attend to operational requirements or community functions, provided:

- (i) within the Monday to Friday work week, total straight time hours shall not exceed forty (40);
- (ii) on any workday within the Monday to Friday work week, straight time hours shall be worked within the hours of 06:00 and 23:00 and shall be consecutive and shall not exceed ten (10) hours;
- (iii) a variance to the hours of work of an Inspector or Inspector Officer shall not occur when fire inspection is required as a result of a fire;
- (iv) any agreement pursuant to clause (b) above shall be in writing with a copy provided to the Union. Should the Union take issue with the agreement then the Union shall so advise the Fire Chief and the parties shall revert to the work schedule set out in clause 4.05 (a) above until the matter is resolved; and
- (v) the Chief may cancel any variance to the work week at any time and the Inspector or Inspector Officer shall revert to the schedule set out in Article 4.05 (a) above.

ARTICLE 5, RESIDENCE RESTRICTION

5.01 Employees of the Fire Department shall be restricted as to residence to within the area described as follows:

All municipalities currently in the Capital Regional District (Oak Bay, Victoria, Saanich, Esquimalt, Willis Point, Central Saanich, Sidney, North Saanich, Highlands, View Royal, Langford, Colwood, and Metchosin) with the exception of Sooke and any offshore islands.

However, application by an employee to reside outside the above listed boundaries shall be dealt with as expeditiously as possible and shall be judged on the merits of the individual case. Residence shall not in any way prejudice an employee's eligibility for promotion.

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.

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 their position by the Schedule.

- 6.02 The monthly salary of the employee in the Inspection Division shall be consistent with the rank of such employee and the corresponding salary provided in the Salary Schedule.
- 6.03 (a) For the purpose of defining eligibility for Fire Fighter 1st Class (10th year qualified), upon completion of ten (10) years with the Fire Department all employees who have attained qualifications in the following core disciplines shall qualify for the Fire Fighter 10th year qualified rate:
- Confined Space Rescue Operations
 - Emergency Vehicle Operations
 - NFPA 472 (Hazmat Operations)
 - Incident Command 200
- (b) The Employer shall make provision for such training. All employees shall progress to the 103% increment at the completion of ten (10) years of service provided they participate in the training provided by the Employer. Failure of the Employer to provide training shall not be reason to withhold the increment.
- (c) Employees as per Schedule "B" will have twenty-four (24) months from date of eligibility to attain the qualifications as outlined in Article 6.03(a). Failure to attain the qualifications will result in a rollback of their wage rate to 102%.
- 6.04 (a) For the purpose of defining eligibility for Fire Fighter 1st Class (15th year qualified), upon completion of fifteen (15) years with the Fire Department all employees who have attained qualifications in the following core disciplines shall qualify for the Fire Fighter 15th year qualified rate:
- Fire Officer One as accredited through JIBC, IFSAC or Proboard
 - First Responder Instructor
 - Incident Command 300
- (b) The Employer shall make provision for such training. All employees shall progress to the 106% increment at the completion of fifteen (15) years of service provided they participate in the training provided by the Employer. Failure of the Employer to provide training shall not be reason to withhold the increment.

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 however, the employee works in such acting capacity fifty percent (50%) 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.

ARTICLE 8, PROBATIONARY PERIOD

8.01 A newly hired employee shall be on probation for a period of twelve (12) consecutive calendar months. During that period the probationary employee may be dismissed upon one (1) days' notice if the employee is deemed to be unsatisfactory in the sole discretion of the Fire Chief.

8.02 Where an existing employee is promoted or awarded a new position, the employee shall receive pay at the new classification rate.

8.03 Such an employee shall serve an appraisal period of six (6) consecutive calendar months of work. This appraisal period may be extended a further six (6) consecutive calendar months at the discretion of the Fire Chief, after consultation with and agreement of the Union.

8.04 The employee shall be returned to their 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 (a) An employee promoted out of the bargaining unit may, within twelve (12) months of the promotion, be returned to their former rank and position without loss of seniority should the Employer determine that the employee is not suitable for the position to which the employee had been appointed.

(b) An employee promoted out of the bargaining unit, within twelve (12) months of the promotion, may elect to return to their former rank and position without loss of seniority should the employee decide they are not satisfied in the position to which they have been appointed.

(c) The options of Article 8.05(a) or (b) above may be exercised provided the replacement employee to the higher rated position is selected from the bargaining unit and bumping shall not occur.

8.06 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.

- 8.07 Any new employee appointed during the term of this Agreement to the Mechanical or Fire Prevention and Inspection Divisions shall commence employment as a "Fire Fighter Probationer" and shall progress to the classifications "Fire Fighter 4th Class", "Fire Fighter 3rd Class", "Fire Fighter 2nd Class", becoming a "Fire Fighter 1st Class" upon satisfactory completion of the service required in each classification except that such progress may be accelerated, where, in the opinion of the Chief of the Department, such action is warranted as the result of the employee's work history or qualifications.
- 8.08 (a) A newly hired employee shall commence participation in the medical, extended health and group life insurance plans set out in Articles 21 and 22 effective the first day of the month following their initial date of hire.
- (b) A newly hired employee shall commence participation in the dental plan set out in Article 23 effective the first day of the month following six (6) months of continuous employment.

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. UNIFORMS AND CLEANING ALLOWANCE

- 10.01 (a) Uniforms shall be issued to each uniformed member of the Fire Department as follows:

Probationers shall receive two pairs of perma-press work shirts and two pairs perma-press work pants at the beginning of their probation. On completion of probation a complete uniform shall be issued; this shall consist of:

- 1 pair uniform trousers
- 2 dress shirts
- 1 tunic
- 1 tie
- 1 car coat
- 1 cap

Each member shall receive the following clothing:

Annually: 1 pair uniform trousers
2 dress shirts
1 perma press work shirt
1 perma press work pants
1 tie

Third Year: 1 car coat

Fourth Year: 1 tunic
1 cap

- (b) The foregoing uniform issue shall not apply to an employee's final year of active employment prior to the retirement of the employee.
- (c) In the event an employee serves notice prior to September in any calendar year that the employee shall be retiring in the subsequent calendar year, then the Employer shall supply the employee with a blazer (departmental style) at the time of retirement.

10.02 Any member, who through neglect or negligence, destroys or loses any of the clothing issued them by the Employer, shall pay for or replace same.

10.03 The Parties recognize that the schedule for the issuance of uniform clothing contained herein is not always in the best interest of the Department 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.

10.04 Uniform Cleaning

The Employer will be responsible for the cleaning and maintenance of all work and uniform clothing issued to employees.

ARTICLE 11, SENIORITY

11.01 (a) Seniority will date from the first day of service with the Fire Department, provided there is continuity of service. Schedule "B" attached hereto shall form and become part of this Agreement and shall show the seniority of members covered by this Agreement. The order of placement of a new employee at the bottom of the Seniority List when one or more employees commence employment on the same day shall be decided by the Employer on the commencement of employment.

(b) The present job ranks and seniority dates at the date of this Agreement are confirmed.

11.02 Seniority shall govern layoffs, and when the Fire Department is engaging additional employees, the employee last laid off, if any, shall be re-engaged.

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 the employee may have made through other employment during the period of the suspension.
- 12.02 Any employee governed by the terms of this Agreement who is required subsequent to investigation, to appear before the Chief (or designate) on any charges of a disciplinary nature, shall be given the particulars of the charge and/or allegation in writing and further shall be allowed to give and/or call evidence on their own behalf. The employee shall be represented by an Officer of the Union on all such occasions.

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 twenty-one (21) calendar days for each month or portion of a month greater than one-half (½) worked by December 31st.
 - (c) During the second (2nd) to tenth (10th) calendar years of service inclusive, twenty-one (21) calendar days.
 - (d) During the eleventh (11th) to twentieth (20th) calendar years of service inclusive, twenty-eight (28) calendar days.
 - (e) For the twenty-first (21st) and all subsequent calendar years of service, thirty-five (35) calendar days, excepting that in the case of employees who are regularly employed on the two platoon hours of work the vacations shall be thirty-six (36) days.
 - (f) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive holidays, or pay in lieu thereof, for the calendar year in which termination occurs on the basis of one-twelfth (1/12th) of their holiday entitlement for that year for each month or portion of a month greater than one-half (½) worked to the date of termination.

13.02 Provided that:

- (a) "calendar year" for the purposes of this Agreement shall mean the twelve (12) month period from January 1st to December 31st, inclusive;
- (b) in all cases of termination of service for any reason, adjustment will be made for any overpayment for holidays;
- (c) for employees on platooned duty, for calculations for annual vacation, whether taken as paid annual vacations in service or granted in cash in the case of a separation from service, the following are equivalent:

twenty-one (21) calendar days = 12 duty shifts
twenty-eight (28) calendar days = 16 duty shifts
thirty-six (36) calendar days = 20 duty shifts

13.03 Such holidays shall be granted by the Chief of the Fire Department when the employee can best be relieved from their duties and the duties fulfilled by other employees and be in the Chief's sole discretion. Holidays shall be on a rotative system for all members.

13.04 In addition to annual and statutory holidays provided in this Article and Article 14, where an employee has served continuously for a period of twenty-five (25) years, the employee shall become entitled to twenty-eight (28) calendar days leave of absence with pay as a reward for long and faithful service. Such leave shall be taken not later than one (1) year prior to retirement where possible. The number of employees taking this leave shall be limited to two (2) employees per calendar year. The employees taking this leave shall be designated prior to January 1st 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 the Chief's 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.

13.05 An employee's annual holidays will commence on a first duty day of the employee's work schedule.

ARTICLE 14, STATUTORY HOLIDAYS

14.01 (a) In addition to **the vacation provisions stated previously**, all employees shall be entitled to the following statutory holidays:

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

and all general holidays proclaimed and/or declared by **the Corporation of the District** of Oak Bay, the Province of British Columbia and/or the Government of Canada. For these days, time off shall be allowed and paid at the daily rate shown in Part I of Schedule "A". This provision shall not deny any employee any right to benefits otherwise provided in this Agreement relating to sick leave, funeral leave, leave of absence with pay, or vacations with pay.

14.02 In the event a suppression employee is called to work on a statutory holiday that the employee has not been scheduled to work, then all work performed on a Statutory Holiday shall be compensated for at two (2x) times 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 stress of work may be allowed **in consultation with the Employer.**

14.04 An employee's statutory holidays will commence on a first duty day of the employee's work schedule, subject to the following and notwithstanding Article 14.02

- (a) In each calendar year a maximum of **fifty-two (52)** statutory holidays to be taken as straight time pay rather than paid time off work shall be allocated to the bargaining unit. **Where there is mutual agreement between the Employer and the Union, additional statutory holidays in excess offifty-two (52) statutory holidays may be taken as straight time pay rather than time off work.**
- (b) **Thirteen (13)** statutory holidays (to be taken as straight time pay rather than paid time off work) shall be offered in order of seniority to each platoon per calendar year. In the event that any remaining shifts are left the employee with the least seniority shall take all remaining days in pay.

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

14.06 For Suppression Division employees 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 in so far as the regular operation of the Department will permit provided reasonable notice is given to the Chief of the Fire Department; such leave of absence shall not exceed what in the opinion of the Employer is a reasonable period of time.

An employee shall not earn (accrue) vacation, sick leave, statutory holidays, **and 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.

15.02 (a) An employee, while on an approved unpaid leave of absence of up to six (6) months shall continue to maintain their coverage in the Medical, Dental, Extended Health, Group Life Insurance, and Accidental Death and Dismemberment benefit plans by paying one hundred percent (100%) of the costs of the premiums beginning the first day of the month following the commencement of the leave.

(b) An employee who is eligible for WCB benefits shall maintain their enrolment in the benefit plans by paying their share of the premium costs.

ARTICLE 16, MATERNITY, PARENTAL, AND ADOPTION LEAVE

16.01 (a) Length of Leave (i) Maternity Leave

An employee shall be entitled 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.

(i) Maternity leave may commence thirteen (13) weeks before due date. In the event the birthing parent dies or is totally disabled, an **employee who is the parent of the child shall be entitled to both maternity and parental leave without pay.**

(ii) Parental Leave

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

(iii) Maximum Allowable Leave

It is understood the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be seventy-eight (78) consecutive weeks, plus any additional leave pursuant to Article 16.01 (v) below.

(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 an additional 5 consecutive weeks of unpaid leave beginning immediately after the Parental Leave taken under 16.01 (i) or (ii)

(b) Notice Requirements and Commencement of Leave

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

(vi) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

(c) Return to Work

On resuming employment, an employee shall be reinstated to their previous or a comparable position for the purposes of pay increments and benefits, referenced in (d) below. Vacation time off work shall be granted in accordance with the Employment Standards Act of British Columbia.

(d) Benefits

(i) Dental, EHB and Group life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and or parental leave.

(ii) Pension entitlements continue uninterrupted.

(e) Employment Standards Act Leave Provisions

The parties to this agreement will accommodate employees requesting any leave provisions which are relevant within the Employment Standards Act of British Columbia.

16.02 Supplementary Employment Insurance Benefits (SEIB)

(i) Employees who are entitled to maternity leave as provided for in Article 16 of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.

Subject to the approval of the Employment Insurance Commission, non-birthing parents who, due to the death or total disability of the birthing parent, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.

(ii) The SEIB Plan is intended to supplement the Employment Insurance benefits received by an employee while they are temporarily unable to work as a result of giving birth or as provided in clause (i) above.

(iii) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and one hundred percent (100%) of their gross weekly earnings and is paid for the first seventeen (17) weeks of leave

(iv) Should an employee resign prior to the expiration of their maternity

or parental leave or fail to remain in the active employ of the Employer for at least six (6) months after their return to work, the Employer shall recover monies paid pursuant to the SEIB Plan on a pro-rated basis.

(v) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.

(vi) Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an employee is receiving benefits. Under this SEIB Plan the Employer does not guarantee any specific level of earnings but rather is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any payback arising from changes to or the application of the tax regulations.

ARTICLE 17, SICK LEAVE

17.01 In the case of illness, the Chief of the Fire Department may during the first year of employment of a permanent employee grant leave of absence with pay for a period of not more than three (3) non-cumulative working days without requiring the production of a certificate of a qualified medical practitioner; provided the Chief is satisfied such absence is caused by actual illness.

17.02 An employee who has been in the service of the Employer for a year and confirmed in such employment **is eligible for the sick leave outlined below.** This sick leave applies to all permanent employees, but in no case shall the maximum **amount of accrued** sick leave exceed one hundred twenty (120) working days.

Time

First Year **15 working days per year on a prorated basis**
Second Year to Retirement 30 working days per year

17.03 Where in any year an employee has not taken all the sick leave they are entitled to, they shall be entitled to **accrue** fifty percent (50%) of such sick leave for their future benefit, but in no event shall such accrued sick leave exceed the said maximum of one hundred twenty (120) working days.

17.04 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.

17.05 In the event of the death of any permanent employee, the Employer shall grant to the immediate dependants 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 the employee was entitled at the date of their death.

17.06 Subrogation

An employee who receives wage loss benefits from a court action shall reimburse the Employer (at the rate paid out) for benefits received under Article 17 (Sick Leave) up to the amount of:

- (a) benefits received from the Employer as sick leave under Article 17 (Sick Leave); or
- (b) benefits received from a court action and designated as compensation for loss of wages, whichever is less.

If eligible for receipt of reimbursement from a court action, the sick leave shall be restored to the amount of reimbursement remitted by the employee.

ARTICLE 18. GRIEVANCE COMMITTEE

18.01 In this Agreement, unless the context otherwise require, "grievance" means and 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.

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

ARTICLE 19. GRIEVANCE PROCEDURE

19.01 Properly qualified 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 Section 19.03 herein.

19.02 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

Chief of the Fire Department within thirty (30) days of its occurrence. Should the Chief of the Fire Department be unable to settle the difference within three (3) working days, the Chief 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 Chief of the Fire Department 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 Chair.
- (e) If the representatives cannot agree on the appointment of a Chair, either Party can make application to the Minister of Labour who shall appoint a Chair 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 Chair 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) If advantage of the provisions of this Article is not taken within the time limits specified herein, or as extended by mutual agreement in writing, the matter in dispute shall be deemed to have been abandoned.

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

ARTICLE 20, STOPPAGE OF WORK

20.01 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 21. MEDICAL SERVICES PLAN AND EXTENDED HEALTH BENEFITS

21.01 In consideration of any employee contributing twenty percent (20%) of the monthly cost of that employee's participation in the British Columbia Medical Services Plan and Extended Health Benefits coverage, the Employer shall contribute the remaining eighty percent (80%) of the said monthly cost.

21.02 (a) Extended Health Benefits coverage shall include 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 their 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.

(b) Eye examinations for each employee and their dependents to a maximum of **one hundred and twenty-five dollars (\$125.00)** per employee and eligible dependent every two (2) years shall be included in the Extended Health Benefit plan.

(c) Hearing aids to a maximum of five hundred dollars (\$500.00) every five (5) years.

(d) Extended Health Benefits coverage shall include:

(i) **An unlimited lifetime maximum.**

(ii) Psychological Services with no deductible, ninety percent (90%) reimbursement, **and five thousand dollars (\$5,000.00)** Plan Maximum inclusive of ancillary benefits.

(iii) The Union agrees that if the Employer chooses to register the sick leave plan with Human Resources Development Canada for premium reduction purposes, the Employer shall retain the employee's portion of the premium reduction on an ongoing basis to offset the cost of the extended health care benefits.

(iv) Paramedical maximums shall be:

Chiropractic	\$400
Naturopath	\$400
Massage	\$400
Physiotherapy	\$400
Athletic Therapy	\$250
Acupuncture	\$100

ARTICLE 22, GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT

- 22.01 (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. The carrier shall be acceptable to both Parties and the terms of the policy with the carrier shall apply.
- (b) The Employer shall pay eighty percent (80%) of the cost of premiums for the basic life insurance, and each employee shall pay the remaining twenty percent (20%) of such premiums through payroll deduction. 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 22.01(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 22.01(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 22.01(a) above.

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

ARTICLE 23, DENTAL PLAN

- 23.01 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); and fifty percent (50%) reimbursement of Plan "C" Orthodontia to a lifetime maximum of five thousand dollars (\$5000) per person.

The Employer shall pay eighty percent (80%) of the monthly premium cost of the Dental Plan in each instance where the employee agrees to contribute the remaining twenty percent (20%) through monthly payroll deductions.

ARTICLE 24, SPECIAL AGREEMENT MUNICIPAL PENSION PLAN

24.01 The Employer shall pay two and one-half percent (2½%) of basic salary into the Superannuation 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 Commissioner of Municipal Superannuation, of the one part, and the Corporation of the District of Oak Bay, of the other part, dated July 26, 1957, as amended September 30, 1957.

24.02 All eligible employees shall participate in the Municipal Pension Plan, subject to the terms and conditions of the Plan, from their initial date of hire.

ARTICLE 25, RETIREMENT

25.01 All employees of the Fire Department, covered by this Agreement, upon reaching the retiring age under any of the provisions of the Pension (Municipal) Act shall be retired from the Fire Department at the end of the month in which they reach that age.

25.02 Upon their retirement, the Employer shall grant to such employee as a retiring allowance, a sum equal to the amount shown on the Employer's payroll as the salary or wages for one (1) month to which such employee was entitled at the time of their retirement, and in the event of such employee not having taken part or all of their holidays for the calendar year of their retirement, then the Employer shall pay the employee a sum equivalent to one (1) week's pay on the scale in force at the time of their retirement for each week of holiday to which they may be entitled.

25.03 The Employer shall also grant to such employee as a retiring allowance at the time of their retirement, one (1) week's pay for every year of employment over twenty (20) years, the amount to be computed at the rate of salary or wages at the time of their retirement.

25.04 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 Retiring Allowance.
- (e) However, should a member resign or be terminated the Employer shall pay out to the member the excess contribution.

ARTICLE 26. PENSION BUY BACK

26.01 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 27. FIRST AID

27.01 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.

27.02 The four (4) senior Fire Fighters from the non-officer ranks who are holders of a valid and current Emergency Medical Assistant First Responder (EMAFR) level three license issued under the Health Emergency **Services** Act shall be first responder trainers. The four (4) employees are expected to actively educate, promote, and facilitate training of first aid and related matters to other employees of the Department. The Fire Chief (or designate) will periodically assist the certificate holders in selecting or planning appropriate initiatives in this regard.

27.03 After consultation with the Union, the Fire Chief shall offer training to attain the credentials required under Article 27.02 above in order of seniority.

ARTICLE 28. IN-SERVICE EDUCATION

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

- 28.02 (a) All members of the bargaining unit shall have fair and adequate access to training which is directly related to eligibility for promotion within the meaning of Schedule "C" (Promotional Procedure) and Schedule "D" (Promotional Procedure (Prevention)), provided, however, that where availability is limited, a right of first refusal to such training shall be granted in order of seniority.
- (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.
- 28.03 (a) 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 (training time back) subject to the operational requirements of the Department and in accordance with the operational guidelines as established by the Fire Chief after consultation with the Union **or paid out as straight time pay in line with the current semi-monthly pay period wage schedule at the employees discretion.**
- (b) Training time back as set out in (a) above shall be accrued hour for hour rounded to the nearest half-hour.
- (c) Training backfill shall be paid at straight time hour for hour rounded to the nearest half-hour.
- 28.04 An employee (excluding Officers, Training Officer, Mechanical Division employees and First Responder Trainers) 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 employees of this bargaining unit.
- 28.05 Probationary employees shall, at the discretion of the Fire Chief, be assigned to steady day shift (8 hours) for purposes of training provided that no probationer employee shall be on duty for more than forty-two (42) hours per week averaged over eight (8) weeks. After satisfactory completion of such training, they shall be assigned to a normal working shift.

ARTICLE 29, BEREAVEMENT LEAVE

- 29.01 In the event of death to a member of an employee's immediate family, as defined in Section 29.03 herein, the employee shall be granted, upon request, a leave of absence deemed appropriate by the Chief of the Fire Department, or in their absence, by the officer who is deputizing for the Chief, and if the employee attends the funeral, they shall receive their 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.

29.02 In the case of a death of a person not a member of an employee's immediate family, the Fire Chief may, in their discretion, grant a leave of absence without pay to such employee.

29.03 In this Article "immediate family" shall mean husband, wife, common-law spouse, children, parents, **guardian**, mother-in-law, father-in-law, brothers, sisters, grandchildren, grandparents of an employee, brother-in-law, sister-in-law, and grandparents of spouse. (Common-law spouse shall be as defined by the Workers Compensation Act of B.C.).

ARTICLE 30. WORKERS COMPENSATION AND MEDICAL ATTENDANCE

30.01 Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called "the disability" and the employee is entitled to compensation therefore under the Workers Compensation Act, the employee shall not be entitled to use their sick leave credits for time lost by reason of any such disability.

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 their wages to which they would have been otherwise entitled but for a disability suffered or incurred.

30.02 Notwithstanding Clause 30.01 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 their normal net take-home pay (as opposed to their regular gross pay).

In the event that an employee was acting in a higher capacity (pursuant to the provisions of Article 7.01) 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 they were 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.

30.03 (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.

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

ARTICLE 31, TECHNOLOGICAL CHANGE

31.01 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 Section 92 of the Labour Relations Code of British Columbia.

ARTICLE 32, PROMOTIONAL POLICY AND PROCEDURE

- 32.01 (a) The Employer agrees that wherever and whenever possible vacancies in the Department whether from an existing or newly created position within the jurisdiction of the Union shall be filled from the existing membership of the Union at the time the vacancy arises. All such promotions shall be determined by seniority, competency considered. A fair and adequate opportunity shall be given to all members of the Union to qualify for promotion. Promotional Procedure shall be in accordance with Schedule "C" and Schedule "D" attached hereto, which shall form and become part of this Agreement and shall determine the procedure to be followed in making promotions.
- (b) Promotion to the rank of Lieutenant will require the prerequisite of certification as an Acting Assistant Chief under the terms and conditions of the Oak Bay Fire Department examining process. Acting Lieutenants who are not certified to the Acting Assistant Chief level will not be considered for promotion to the rank of Lieutenant.

ARTICLE 33, MANAGEMENT RIGHTS

33.01 The Union recognizes the exclusive right of the Employer to manage the business and affairs of the Corporation of the District of Oak Bay, and through the Chief of the Department to direct and discipline the employees covered by this Agreement, subject always to the terms of the Agreement.

ARTICLE 34, LEAVE FOR UNION BUSINESS

34.01 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 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 35, WITNESS DUTY

35.01 Any employee who is required to attend as a witness in any legal or quasi-legal proceeding, which attendance is related directly or indirectly to their occupation shall receive their 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 36, JURY DUTY

36.01 Any employee who is subpoenaed to serve and does serve as a member of a jury shall receive their 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.

ARTICLE 37, SPOUSE'S ALLOWANCE

37.01 Effective commencing on the date of the signing of this Agreement, the spouse of an employee killed on duty will receive a supplement to the pension received under the Workers Compensation Act, to equate the pension income to the member's basic pay, for a period of five (5) years, or the date of remarriage, or a spousal relationship is established under the law, whichever occurs first.

ARTICLE 38, ASSIGNMENT TO FIRE PREVENTION DIVISION/COMPENSATION FOR MECHANIC(S)

38.01 No Officer shall be assigned, without the agreement of the Officer, to duty in the Fire Prevention Division for a period in excess of five (5) continuous years.

38.02 In the event that sickness or injury of a member makes it desirable for them to serve in the Fire Prevention Division in excess of a five (5) year period, such extended service may be authorized although such continued service shall result in discontinuation of seniority for the purpose of promotion in the Fire Fighting Division.

38.03 In the event the Oak Bay Fire Department employs only one Fire Fighter Mechanic, and this Fire Fighter Mechanic works the two platoon system, then the Fire Fighter Mechanic shall receive a five percent (5%) premium in addition to their basic rate of pay and any applicable mechanic and service premium established in Schedule "A" of the Collective Agreement.

(For example: a 10-year Mechanic receives 103% of the Fire Fighter Mechanic rate under Schedule "A", plus 5% Mechanic rate premium for one (1) shift operation, plus 5% addition for 2nd shift where there is no mechanic for a total of 113% of the Fire Fighter 1st Class rate).

ARTICLE 39, EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS, STATUTORY HOLIDAYS

39.01 Employees shall **not** earn vacation, sick leave, statutory holidays, **and** cleaning **allowance** while they are **on**:

- (a) **paid sick leave longer than three (3) consecutive months; or**
- (b) **Workers Compensation longer than three (3) consecutive months.**

ARTICLE 40, INDEMNIFICATION

40.01 **Employees shall be indemnified against claims for damages in accordance with the Employer's current Indemnification Bylaw, as amended from time to time.**

IN WITNESS WHEREOF the Parties hereto have hereunto set the hands and seals of their officers, duly appointed in that behalf, on this

FOR THE EMPLOYER:
SIGNED on behalf of the Corporation
of the District of Oak Bay

FOR THE UNION:
SIGNED on behalf of the I.A.F.F.,
Local 1856

X

BOARD CHAIR, GVLRA

X

PRESIDENT, I.A.F.F. LOCAL 1856

X

BOARD DIRECTOR, GVLRA

X

VICE-PRESIDENT, I.A.F.F. LOCAL 1856

X

EXECUTIVE DIRECTOR, GVLRA

X

SECRETARY-TREASURER, I.A.F.F., LOCAL 1856

SCHEDULE "A" OAK BAY AND IAFF LOCAL 1856

		Jan 1/20 (2.5%)	
	Index*	<u>Monthly</u>	<u>Hourly</u> (÷ 182)
Fire Fighter Probationer	70%	5,915	32.50
Fire Fighter 4th Class	75%	6,338	34.82
Fire Fighter 3rd Class	80%	6,760	37.14
Fire Fighter 2nd Class	90%	7,605	41.79
Fire Fighter 1st Class	100%	8,450	46.43
Fire Fighter 1st Class (comp. 10th year)	103%	8,704	47.82
Fire Fighter 1st Class (comp. 15th year)	106%	8,957	49.21
Lieutenant of 10th year	112%	9,748	53.56
Captain of 10th year	122%	10,619	58.35
Acting Assistant Chief of 10th year	140%	12,186	66.96
			(÷ 173.33)
Fire Fighter Inspector Probationer	70%	5,915	34.13
Fire Fighter Inspector 4th Class	75%	6,338	36.57
Fire Fighter Inspector 3rd Class	80%	6,760	39.00
Fire Fighter Inspector 2nd Class	90%	7,605	43.88
Fire Fighter Inspector 1st Class	100%	8,450	48.75
Fire Fighter Inspector 1st Class, comp. 10th year	103%	8,704	50.22
Lieutenant Inspector of 10th year	112%	9,748	56.24
Captain Inspector of 10th year	122%	10,619	61.26
			(÷ 182)
Fire Fighter Mechanic**	100%	8,450	46.43
Fire Fighter Mechanic (comp. 10th year)	103% of Mechanic	8,704	47.82

* Based on % of Fire Fighter First Class rate unless otherwise indicated.

** Fire Fighter Mechanic to be paid 5% more than basic rate.

SCHEDULE "A" - SALARY SCHEDULE, OAK BAY AND IAFF LOCAL 1856

		Jan 1/21 (2.5%)	
	Index*	Monthly	Hourly (÷ 182)
Fire Fighter Probationer	70%	6,063	33.31
Fire Fighter 4th Class	75%	6,497	35.70
Fire Fighter 3rd Class	80%	6,930	38.08
Fire Fighter 2nd Class	90%	7,796	42.84
Fire Fighter 1st Class	100%	8,662	47.59
Fire Fighter 1st Class (comp. 10th year)	103%	8,922	49.02
Fire Fighter 1st Class (comp. 15th year)	106%	9,182	50.45
Lieutenant of 10th year	112%	9,993	54.91
Captain of 10th year	122%	10,885	59.81
Acting Assistant Chief of 10th year	140%	12,491	68.63
			(÷ 173.33)
Fire Fighter Inspector Probationer	70%	6,063	34.98
Fire Fighter Inspector 4th Class	75%	6,497	37.48
Fire Fighter Inspector 3rd Class	80%	6,930	39.98
Fire Fighter Inspector 2nd Class	90%	7,796	44.98
Fire Fighter Inspector 1st Class	100%	8,662	49.97
Fire Fighter Inspector 1st Class, comp. 10th year	103%	8,922	51.47
Lieutenant Inspector of 10th year	112%	9,993	57.65
Captain Inspector of 10th year	122%	10,885	62.80
			(÷ 182)
Fire Fighter Mechanic**	100%	8,662	47.59
Fire Fighter Mechanic (comp. 10th year)	103% of Mechanic	8,922	49.02

* Based on % of Fire Fighter First Class rate unless otherwise indicated.

** Fire Fighter Mechanic to be paid 5% more than basic rate.

SCHEDULE "B"

SENIORITY LIST
OAK BAY FIRE DEPARTMENT

NAME	HIRE DATE
J.E. Popham	October 15, 1992
J.A. Joynton	June 1, 1995
R.D. Kivell	June 1, 1998
B. Trenholm	June 1, 1998
D. Adsett	July 16, 1999
J. Ballantyne	April 1, 2000
K. Malinosky	April 20, 2002
A. Thorneloe	June 1, 2002
M. Josephson	June 1, 2002
B. Scott	September 1, 2002
D. Trumble	December 1, 2002
G. Swan	October 16, 2003
K. Beaumont	May 1, 2007
J. Ahokas	April 16, 2011
R. Ireland	February 1, 2012
J. Hodge	January 16, 2013
C. Brown	March 16, 2013
D. Adam	March 16, 2013
T. Frenkel	May 1, 2016
E. Rushton	September 16, 2016
I. Banfield	February 2, 2018

SCHEDULE "C"

PROMOTIONAL PROCEDURE

1. Promotional Policy:

- (a) Procedures and policies outlined herein are to govern all promotions within the Oak Bay Fire Department that are within the Union's certification, for both acting and permanent appointments.
- (b) Examinations for eligibility for promotion up to and including Fire Fighter 1st Class but not including the rank of Lieutenant shall be based on:
 - (i) a practical test;
 - (ii) a written test;
 - (iii) an oral test and interview with the Examining Board.
- (c) Examinations for eligibility for promotion to the ranks of Lieutenant shall be based on:
 - (i) a written test;
 - (ii) an oral test and interview with the Examining Board;
 - (iii) a six-month probationary period in the position applicable as provided in Sections 8.02, 8.03, 8.04 and 8.05 of this Agreement.
 - (iv) Candidates who are duly certified to Fire Officer I through the Justice Institute of British Columbia Fire Academy, or equivalent, will not be required to complete the written test of (c)(i) above.
- (d) Examinations for eligibility for promotion to the ranks of Captain or Acting Assistant Chief shall be based on:
 - (i) a written test;
 - (ii) an oral test and interview with the Examining Board;
 - (iii) a six-month probationary period in the position applicable as provided in Sections 8.02, 8.03, 8.04 and 8.05 of this Agreement.
 - (iv) Candidates who are duly certified to Fire Officer II through the Justice Institute of British Columbia Fire Academy, or equivalent, will not be required to complete the written test of (d)(i) above.
- (e) The written and oral examinations shall be based on material generally used and in practice in the Oak Bay Fire Department. This however, shall not preclude the introduction, from time to time, of new material into the department's procedures and studies. All material used shall be supplied in written form such as the department training manual, study bulletins and pertinent Acts and Bylaws. Union and Management agree that any other material that will be used will be given to the candidates in written form at least ninety (90) days prior to the examination. Failure to avail oneself of

training opportunities does not constitute cause for special consideration.

2. Examining Board:

- (a) This Board shall consist of the Fire Chief and the Executive Officers.
- (b) Two representatives of the Fire Fighters Union shall be permitted to sit in as observers at the examinations and the interviews and shall be given any reasonable information they may request concerning procedure. However, marking and deliberations of the Examining Board shall not be open to observers. Observers must not be candidates for promotion. Applicants who fail to qualify shall be confidentially informed of their examination results.

3. Eligibility of Applicants:

All Probationers are eligible to qualify as Fire Fighters. All Senior Fire Fighters 1st Class are eligible to qualify as Lieutenants. Lieutenants are eligible to qualify as Captains. The number of candidates competing to qualify for a position shall not exceed two hundred percent (200%) of the foreseeable vacancy or vacancies, however, in case of only one (1) vacancy occurring, not fewer than three (3) employees will be permitted to apply.

4. Notice of Examination:

Written notice of examination shall be posted three (3) months prior to the date of the examination.

5. Method of Application:

- (a) Those eligible and intending to apply shall notify the Fire Chief of their intention in writing no later than twenty-four (24) calendar days from the time of posting.
- (b) Those eligible who do not intend to apply shall notify the Fire Chief in writing no later than twenty-four (24) calendar days from the time of the posting.
- (c) Employees who are eligible and do not write the examination shall be placed on the promotional list immediately below applicants who successfully qualify in the examination.

6. Method of Conducting the Examinations:

- (a) Any reasonable method with attempts to ensure employee anonymity until

after the papers are marked shall be used on written examinations.

- (b) The value of each question shall be determined before the examination is held. The value of each question on the examination paper will be placed in the margin.
- (c) The performance rating shall be marked by all members of the Examining Board independent of each other. All charts shall then be added and averaged. The Board shall disregard their personal opinion of the employee when marking and shall not discuss the employee with other board members prior to marking.
- (d) Examination results will be made available to the candidates within two (2) weeks of the completion of the examination process.
- (e) Promotions after attaining the passing mark shall be made according to seniority on the promotional list.
- (f) Seniority shall be determined by the promotional list now recognized by the Union and the Employer.

7. Appraisal:

The appraisal of the performance of each candidate shall be carried out objectively through discussions and deliberations of the Examining Board, with all written appraisals, files, and other reports and material being fully considered.

8. Qualifying Standards:

- (a) Candidates in the categories between Probationer and including Fire Fighter 1st Class must attain a cumulative average of sixty percent (60%) to qualify with a minimum mark of fifty-five percent (55%) in any one subject.
- (b) Candidates applying for the position of Lieutenant must attain a cumulative average of sixty-five percent (65%) to qualify with a minimum mark of fifty-five percent (55%) in any one subject.
- (c) Candidates applying for the position of Captain must attain a cumulative average of sixty-eight percent (68%) to qualify with a minimum mark of sixty percent (60%) in any one subject.
- (d) Candidates applying for the position of Acting Assistant Chief must attain a cumulative average of seventy percent (70%) to qualify with a minimum mark of sixty-five percent (65%) in any one subject.
- (e) Vacancies in Lieutenants' ranks will be filled with Fire Fighters who have qualified as Lieutenants and Acting Assistant Chiefs.

- (f) Vacancies in Captains' ranks will be filled with Lieutenants who have qualified as Captains.
- (g) Promotions to the ranks of Lieutenant or Captain are subject to a probationary period of six (6) months subject to Sections 8.02, 8.03, 8.04 of this Agreement.

9. After Examination:

- (a) A list of qualified applicants shall be posted for two (2) weeks before any promotions are made. Any employee shall have the opportunity to appeal their mark if they so desire. This appeal shall be made to the Examining Board with the Union representatives in attendance, and they shall be given any reasonable information, including all information regarding the marking of papers of each of the candidates, and the assessing of each of the candidates at interviews, and any other pertinent information they may request concerning the promotion.
- (b) Those declared qualified but not immediately promoted because of an insufficient number of vacancies in higher levels in the Department shall be considered to remain qualified for a maximum period of five (5) years from the date of the posting of the list of qualified applicants.
- (c) A person who writes and qualifies and is placed on the list of qualified applicants and who, after a period of five (5) years must re-qualify, will be classed as senior on the list to any member who wrote on the original examination, rewrote, and failed both attempts.

10. Failure to Pass Examinations:

Upon application to the Fire Chief within fourteen (14) days of the posting of the list of qualified applicants, candidates failing to become qualified may rewrite and/or be re-examined by the Board within thirty (30) days of the posting of the results. Failure a second time will result in a ban against re-applying for a period of twelve (12) months from the date the original list of qualified applicants is posted. Applicants becoming qualified through re-examination within thirty (30) days of the original posting will be regarded the same as those qualifying on the first attempt, so far as appointment is concerned.

11. Progression:

Progression from Probationary status to First (1st) Class rank as a Fire Fighter shall be as follows:

- (a) Recruits to the Fire Department shall be accepted as Fire Fighter Probationers and after six (6) months of service satisfactory to the Fire Chief, they shall be promoted to the rank and pay of Fire Fighter Fourth (4th) Class.

- (b) Persons with the rank of Fourth (4th) Class shall, after six (6) months of service satisfactory to the Fire Chief, be promoted to the rank and pay of Third (3rd) Class in their respective classification group. Persons with the rank of Third (3rd) Class shall, after one (1) year of service satisfactory to the Fire Chief, be promoted to the rank and pay of Second (2nd) Class in their respective classification group.
- (c) Persons with the rank of Second (2nd) Class shall, after one (1) year of service satisfactory to the Fire Chief, be promoted to the rank and pay of First (1st) Class in their respective classification group.
- (d)
 - (i) Subsections (a) to (d) inclusive of this Section 11 are subject to the provisions that the Fire Chief may withhold promotion, for cause, at the various levels of rank to and including Fire Fighter First (1st) Class.
 - (ii) Should the Fire Chief determine to withhold promotion from one level of rank to another, the candidate for promotion is entitled, at the time the promotion is withheld, on the candidate's request, to a written statement from the Fire Chief specifying and particularizing the reasons for withholding promotion.
 - (iii) Should the period of withholding promotion extend to two (2) or more months beyond the normal date of eligibility for promotion at any level of rank, the candidate for promotion has a right to a hearing before the Fire Chief concerning the matter of the promotion. It is understood that decisions to withhold promotion may be grieved under Article 18.

12. Holidays or Sickness:

In the event of holidays or an illness of a candidate supported by a certificate from a medical practitioner, prevents the candidate from writing the examination or attending the oral test and interview, the candidate shall be permitted to sit for re-examination with a three (3) day period of returning to work, provided the term of illness or holiday does not delay the examination for more than four (4) weeks.

13. General:

- (a) The Employer agrees in the event it shall during the currency of this Collective Agreement establish any new occupational classification, being one not excluded by the Association's certification as bargaining agent, that the wages, policy and procedure for qualifying an employee for such new occupational classification shall be determined by collective bargaining between the parties hereto.
- (b) Members writing examinations and attending oral examinations and

interviews with the Examining Board for promotion to Officer rank will do so in their own time with no added remuneration for the time spent at such examinations or interviews.

SCHEDULE "D"

PROMOTIONAL PROCEDURE (Prevention)

1. Promotional Policy:

- (a) Procedures and policies outlined herein are to govern all promotions within the Oak Bay Fire Department that are within the Union's certification, for both acting and permanent appointments.
- (b) Examinations for eligibility for promotion to Captain Fire Fighter Inspector shall be based on:
 - (i) a written test;
 - (ii) an oral test and interview with the Examining Board.
 - (iii) a six (6) month probationary period in the position applicable as provided in Sections 8.02, 8.03, 8.04 and 8.05 of this Agreement.
 - (iv) Candidates who are duly certified to Fire Inspector 1 through the Justice Institute of British Columbia Fire Academy, or equivalent, will not be required to complete the written test of (c) (i) above.
- (c) The written and oral examinations shall be based on material generally used and in practice in the Oak Bay Fire Department. This however, shall not preclude the introduction, from time to time, of new material into the department's procedures and studies. All material used shall be supplied in written form such as the department training manual, study bulletins and pertinent Acts and Bylaws. Union and Management agree that any other material that will be used will be given to the candidates in written form at least ninety (90) days prior to the examination. Failure to avail oneself of training opportunities does not constitute cause for special consideration.

2. Examining Board:

- (a) This Board shall consist of the Fire Chief and the Executive Officers.
- (b) Two representatives of the Fire Fighters Union shall be permitted to sit in as observers at the examinations and the interviews and shall be given any reasonable information they may request concerning procedure. However, marking and deliberations of the Examining Board shall not be open to observers. Observers must not be candidates for promotion. Applicants who fail to qualify shall be confidentially informed of their examination results.

3. Eligibility of Applicants:

All Fire Fighters 1st Class are eligible to qualify as Captain Fire Fighter Inspector. The number of candidates competing to qualify for a position shall not exceed two hundredpercent (200%) of the foreseeable vacancy.

4. Notice of Examination:

Written notice of examination shall be posted three (3) months prior to the date of theexamination.

5. Method of Application:

- (a) Those eligible and intending to apply shall notify the Fire Chief of their intention in writing no later than twenty-four (24) calendar days from the time of posting.
- (b) Those eligible who do not intend to apply shall notify the Fire Chief in writing no later than twenty-four (24) calendar days from the time of the posting.

6. Method of Conducting the Examinations:

- (a) Any reasonable method with attempts to ensure employee anonymity until after thepapers are marked shall be used on written examinations.
- (b) The value of each question shall be determined before the examination is held. Thevalue of each question on the examination paper will be placed in the margin.
- (c) The performance rating shall be marked by all members of the Examining Board independent of each other. All charts shall then be added and averaged. The Board shall disregard their personal opinion of the employee when marking and shall not discuss the employee with other board members prior to marking.
- (d) Examination results will be made available to the candidates within two weeks ofthe completion of the examination process.
- (e) Promotions after attaining the passing mark shall be made according to seniority onthe job "seniority list".

7. Appraisal:

The appraisal of the performance of each candidate shall be carried out objectively through discussions and deliberations of the Examining Board, with all written appraisals, files, and other reports and material being fully considered.

8. Qualifying Standards:

- (a) Minimum mark of sixty percent (60%) in any one subject.
- (b) Vacancies in the Captain Fire Fighter Inspector position shall be filled with 1st Class Fire Fighters or Lieutenants and Captains
- (c) Promotions to the rank of Captain Fire Fighter Inspector are subject to a probationary period of six (6) months subject to Sections 8.02, 8.03, 8.04 and 8.05 of this Agreement.
- (d) Vacancies in the Prevention Division shall be filled with members of the Suppression Division. In the event no members from the Bargaining Unit apply, the Employer has the right to fill the position externally.

9. After Examination:

A list of qualified applicants shall be posted for two (2) weeks before any promotions are made. Any employee shall have the opportunity to appeal their mark if they so desire. This appeal shall be made to the Examining Board with the Union representatives in attendance, and they shall be given any reasonable information, including all information regarding the marking of papers of each of the candidates, and the assessing of each of the candidates at interviews, and any other pertinent information they may request concerning the promotion.

10. Progression:

The progression from Lieutenant Fire Fighter Inspector to Captain Fire Fighter Inspector shall take place after successful completion of twelve (12) consecutive months of working as a Fire Fighter Lieutenant Inspector. To continue in the position of Captain Inspector the incumbent is required to complete the following courses successfully (or equivalent). The courses will be completed within a reasonable timeframe as determined by the Fire Chief, as long as opportunity for the courses and course scheduling is provided in a reasonable manner. An applicant for the position of Lieutenant Inspector who has demonstrated ability in the rank may be accelerated at the discretion of the Fire Chief.

Fire Fighter Inspector (Lieutenant)

- NFPA 1001 FF 1 and 2
- Fire Inspector I
- Fire Investigator I
- Fire and Life Safety Educator
- BC Fire Code for the Fire Service
- ICS 100
- Plan Examiner
- Fire Service Instructor I
- Fire Service Administration I
- 12 months experience

Fire Fighter Inspector (Captain)

- Fire Inspector II
- Fire Investigator II
- ICS 200
- Fire Service Instructor II
- Fire Service Administration II
- Incident Safety Officer
- Fire Investigator III

A six (6) month appraisal period in the position applicable as provided in Article 8 of this Collective Agreement.

11. Holidays or Sickness:

In the event of holidays or an illness of a candidate supported by a certificate from a medical practitioner, prevents the candidate from writing the examination or attending the oral test and interview, the candidate shall be permitted to sit for re-examination with a three (3) day period of returning to work, provided the term of illness or holiday does not delay the examination for more than four (4) weeks.

12. General:

- (a) The Employer agrees in the event it shall during the currency of this Collective Agreement establish any new occupational classification, being one not excluded by the Association's certification as bargaining agent, that the wages, policy and procedure for qualifying an employee for such new occupational classification shall be determined by collective bargaining between the Parties hereto.
- (b) Members writing examinations and attending oral examinations and interviews with the Examining Board for promotion to Officer rank will do so in their own time with no added remuneration for the time spent at such examinations or interviews.

LETTER OF UNDERSTANDING NO. 1

BETWEEN:

THE CORPORATION OF THE DISTRICT OF OAK BAY
(hereinafter referred to as the "Employer")

AND:

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL NO. 1856
(hereinafter referred to as the "Union")

Joint Union-Employer Committee – Pensions

The Parties agree that this Letter of Understanding is attached to and forms part of the current Collective Agreement.

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 executed on this 1st day of January 2020, in the City of Victoria, in the Province of British Columbia.

FOR THE EMPLOYER:

FOR THE UNION:

BOARD CHAIR, GVLRA

PRESIDENT, I.A.F.F., Local 1856

BOARD DIRECTOR, GVLRA

VICE-PRESIDENT, I.A.F.F. Local 1856

EXECUTIVE DIRECTOR, GVLRA

SECRETARY-TREASURER, I.A.F.F.,
Local 1856

LETTER OF UNDERSTANDING NO. 1

BETWEEN:
THE CORPORATION OF THE DISTRICT OF OAK BAY
(the "Employer")

AND:
INTERNATIONAL ASSOCIATION OFFIRE
FIGHTERS, LOCAL NO. 1856

(the "Union")

Municipal Pension Plan

Group 5

The Employer and the Union agree that all eligible bargaining unit employees currently enrolled in Group 2 of the Municipal Pension Plan (MPP), shall be enrolled in Group 5 of the Municipal Pension Plan subject to the Municipal Pension Plan Rules as amended from time to time under the Municipal Pension Plan Joint Trust Agreement. Enrollment will take effect December 31, 2021 for all current Group 5 eligible employees.

All employees eligible for enrolment in the Municipal Pension Plan Group 5 shall receive a Supplemental Pension Pay Allowance (SPPA) of 0.56% of pensionable earnings effective December 31, 2021. These funds will be deposited by the employer into a Group TFSA Plan chosen by the union. This payment shall be recorded on the Employee's biweekly paycheck.

This Letter of Understanding can only be ended by mutual agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 1st day of January 2020 in the City of Victoria, in the Province of British Columbia.

FOR THE
EMPLOYER: BOARD
CHAIR, GVLRA

FOR THE UNION:
PRESIDENT, I.A.F.F., Local 1856

X

Board Chair, GVLRA

X

President, I.A.F.F., Local 1856

EXECUTIVE DIRECTOR, GVLRA

SECRETARY-TREASURER, I.A.F.F

X

Executive Director, GVLRA

X

Secretary-Treasurer, I.A.F.F

