

2010-2011

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF WHITE ROCK

and

THE WHITE ROCK FIREFIGHTERS' UNION, I.A.F.F. LOCAL 2407

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THIS AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF WHITE ROCK
(hereinafter called the "Corporation")

OF THE FIRST PART

AND:

THE WHITE ROCK FIREFIGHTERS' UNION, I.A.F.F. LOCAL 2407
(hereinafter called the "Union")

OF THE SECOND PART

ARTICLE I BARGAINING AGENCY

The Corporation recognizes the Union as the duly certified Bargaining Authority for all employees of the Corporation employed in the Fire Department excepting the Fire Chief, Deputy Fire Chiefs, and Administrative Assistant.

ARTICLE II GENERAL CONDITIONS

The Corporation agrees that any proposed changes in the general conditions presently in force, which are not specifically mentioned in this Agreement, shall forthwith be communicated to the Union.

ARTICLE III UNION SECURITY

All employees covered by the Union Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction, provided membership in the Union remains on a voluntary basis and is not a condition of employment. This deduction shall become effective on the first day of the month coincident with or next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the Corporation on the final day of the first pay period in that month. Deduction shall be made in respect of all subsequent months provided an employee works any part of the month.

ARTICLE IV ADJUSTMENT OF GRIEVANCES

Any difference concerning the interpretation, application or operation of this Agreement or any grievance concerning any alleged violation of this Agreement, or any difference or grievance, shall be finally and conclusively settled without stoppage of work in the following manner:

- (a) Such difference or grievance shall first be taken up with the Union and the Union may take the grievance up in writing with the Fire Chief or his representative, together with the Manager of Human Resources within fourteen (14) calendar days of such difference or grievance first arising.
- (b) If such difference or grievance is not settled within seven (7) calendar days of having been referred to the Fire Chief and Manager of Human Resources, the grievance may be submitted to the Administrator within seven (7) calendar days of the decision by the Fire Chief and Manager of Human Resources.
- (c) The Administrator will attempt to effect a settlement of the grievance within twenty-one (21) calendar days from its receipt. If the grievance is not resolved, it may be submitted by either party to a Board of Arbitration of three (3) persons, one of whom shall be appointed by the City and one by the Union. Such appointments shall be made within fourteen (14) calendar days of the decision of the Administrator. The third member shall be appointed within ten (10) calendar days by the two (2) members so appointed, and shall be Chairman. Should the members appointed by the parties fail to agree on a Chairman within the said ten (10) calendar days, the said Chairman shall be appointed by the Minister of Labour of the Province of British Columbia. (The provisions of the Labour Relations Code shall govern such decision of the Board.) The majority decision of the Board shall be final and binding on both parties and each party shall bear the expenses of their arbitrator and pay half the expenses of the Chairman.

As an alternative to the three-member Board of Arbitration, both parties may mutually select a single Arbitrator to effect a settlement of a grievance arising under this section. Each party shall share the expense of the single arbitrator in equal amounts.

- (d) Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties in writing.

ARTICLE V VACATIONS AND STATUTORY HOLIDAYS

Section 1: Annual Vacations

Paid annual vacation for all employees covered by this Agreement shall be as follows:

- (i) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act.
- (ii) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of eight (8) duty shifts for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st.
- (iii) During the second (2nd) calendar year only of service-eight (8) duty shifts.
- (iv) During the third (3rd) up to and including the tenth (10th) calendar year of service-twelve (12) duty shifts.

- (v) During the eleventh (11th) up to and including the twenty-second (22nd) calendar year of service – sixteen (16) duty shifts.
- (vi) During the twenty-third (23rd) and all subsequent calendar years of service – twenty (20) duty shifts.

Section 2: Long Service Leave

After the completion of twenty (20) years' service, twenty-eight (28) additional calendar days shall be granted as annual leave, and a similar allowance shall be made upon the completion of twenty-five (25) years' service and each subsequent five-year period thereafter,

PROVIDED HOWEVER that:

- (i) when an employee who is entitled to additional leave under this Section 2 of Article V wishes to schedule such leave, the employee shall make application to the Fire Chief by October 31st in the year preceding the calendar year in which the employee wishes to schedule such leave;
- (ii) all applications for leave made under this Section 2 of Article V are subject to the approval of the Fire Chief;
- (iii) subject to Subsection 2(ii) of Article V, an employee may take additional leave to which the employee is entitled under this Section 2 of Article V commencing from January 1st in the calendar year in which the employee qualifies for such leave but if the employee exercises this privilege and fails to remain in the employment of the Corporation for any reason until the date in that calendar year on which the employee qualifies for such leave, the employee shall reimburse the Corporation for the cost of the additional leave taken by the employee;
- (iv) subject to Subsection 2(ii) of Article V, an employee may take additional leave to which the employee is entitled under this Section 2 of Article V up to and including December 31st of the calendar year in which the last day of the five-year period on which the employee is otherwise required to take such leave occurs;
- (v) effective 2013 June 24, an employee who is entitled to leave under this Section 2 of Article V may apply to the Fire Chief, or designate, for approval to take all or part of the leave as cash rather than in time off. The Fire Chief or designate has the sole discretion to determine whether to grant the request.

Section 3: Statutory Holidays

All employees covered by this Agreement shall be entitled to the following Statutory Holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day and any or all days that may be declared a statutory holiday by Federal, Provincial or Municipal Governments. Such days may be accumulated and taken as time off, at such times as the Fire Chief considers that the employees can best be spared.

All employees covered by this Agreement and engaged in a type of work required to be performed continuously and on every day, including the Statutory Holidays listed above, shall in addition to the entitlement set forth in that section receive a payment in cash at a rate of fifty percent (50%) of the regular hourly rate for each of the hours on duty on such Statutory Holiday between the hours of 12:01 a.m. and 11:59 p.m.

ARTICLE VI EMPLOYEE BENEFITS

Section 1: Sick Leave

- (a) No sick leave with pay shall be granted except after six (6) months' continuous service in the employ of the Corporation.
- (b) Sick leave of nine (9) working days shall be credited semi-annually on June 30 and December 31, commencing with the completion of the first six (6) months of service at which date nine (9) working days' credit shall be given.
- (c) When sick leave is earned for a period of less than six (6) months, a month shall be equivalent to a credit of 1½ days and no credit shall be given for part of a month.
- (d) Sick leave may be accumulated to a maximum of two hundred sixty-one (261) working days.
- (e) A deduction shall be made from accumulated sick leave credit of all working days absent with pay due to illness except those resulting from an accident on the job for which the employee is covered by WorkSafeBC.
- (f) Sick leave credits at a given date shall be the accumulated credit at the last semi-annual date less any sick leave with pay taken subsequent to that day.
- (g) Any employee requesting sick leave with pay may be required to produce a certificate from a duly qualified medical practitioner licensed to practice in the Province of British Columbia, certifying that such employee is unable to carry out their duties due to illness.
- (h) Full sick leave credit will be given for absence in the following circumstances:
 - 1. Accident on job (WorkSafeBC case.)
 - 2. Leave due to illness, either with or without pay.
 - 3. Leave for Active Service in the Armed Forces.
- (i) No credit will be given in the following circumstances:
 - 1. Leave with or without pay for reason other than illness.
 - 2. Suspension without pay.

- (j) 1. The Union shall undertake responsibility for the first six (6) shifts of any non-occupational illness or injury. The Union's members will contribute a percentage of their base salary each month to a fund from which will be paid benefits for authorized sick leave absences equal to their regular base salary net of income tax deductions and superannuation (including supplementary superannuation) contributions. The amount of such contributions shall be determined by the Union. In any case where an employee returns to duty following a period of such illness or injury and subsequently is absent for a reason deemed by a physician designated by the Corporation to be an extension of the earlier illness or injury, the subsequent period or periods of absence shall not be charged against the Union Sick Leave Fund;
2. Sick leave payments for any non-occupational illness or injury referred to in this Subsection (j) will be made by separate cheques drawn upon the Union Sick Leave Fund unless the Corporation determines that there is a more convenient way of making the payments. In any event, the Corporation will undertake responsibility for providing the data required for calculating such sick leave payments.

Section 2: Gratuities

Effective 2013 June 24:

(a) How Accumulated

A credit of one (1) working day shall be given for each four (4) month period of any calendar year which may be accumulated to a maximum of ninety (90) working days.

(b) Deduction

A deduction shall be made from the current year's gratuity credits for all days absent on sick leave with pay, except that such deduction shall not exceed one (1) working day in each four (4) month period of the calendar year. The total gratuity credited to each employee at the end of each four (4) month period shall remain to such employee's credit regardless of time lost in any subsequent four (4) month period through illness or any other reason.

(c) New employees shall commence accumulating from the effective date of employment with the Corporation, but shall receive no credits until the completion of four (4) months' service.

(d) An employee who has completed three (3) years' service with the Corporation may elect, prior to the end of any calendar year but subsequent to the completion of such service, to be paid in cash for the gratuity days that the employee has accumulated up to and including the year in which such election is made, and the employee shall be paid therefore in the following calendar year at a time to be chosen by the employee, which payment shall be computed on the basis of the employee's regular rate of pay in effect in that year.

The number of hours in a working day shall be twelve (12) hours.

- (e) The Corporation will supply to the Union in the month of January in each year, an up-to-date list showing, with respect to each and every employee, the accrued unused sick leave and gratuity credits accumulated to December 31st in the year immediately preceding.

Transition:

For the purpose of transitioning to the gratuity system set out above, the parties agree that for the year 2013, the three (3) periods for the purpose of gratuity accumulation under (a) above and gratuity deduction under (b) above, will be 2013 January 01 to 2013 March 31; 2013 April 01 to 2013 June 30; and 2013 July 01 to 2013 December 31.

Section 3: Group Life Insurance

The parties hereto mutually agree that, effective the first of the month following completion of three (3) months of service, all employees covered by this Agreement shall participate in a Group Life Plan provided by the Corporation, such Plan to include dismemberment coverage. Further, all employees shall continue to participate in the said Group Life Insurance Plan as a condition of employment. The parties hereto further agree that the coverage provided by the said Group Life Insurance Plan shall be on the basis of two times the salary for each employee, computed to the nearest \$1,000.00 coverage and that the premiums payable shall be paid fully by the Corporation. This excess coverage shall be provided by the Corporation during the period when an employee has no vested interest in the Municipal Pension Plan after which time coverage shall revert to one and one-half times the salary for each employee. This section shall apply only to those employees engaged to fill regular and permanent positions for which the Union is the certified bargaining authority.

Optional Group Life Insurance

Subject to the provisions of the Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000) up to a maximum of three hundred and fifty thousand dollars (\$350,000), subject to approval of the carrier. The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.

Section 4: Medical Services and Dental Plans

All eligible employees covered by this Agreement shall participate in the Medical and Dental Services Plans carried by the Corporation with the premiums payable for the Medical Plan being paid fully by the Corporation.

Extended Health Benefits Plan shall include, as part of the coverage, the option for eye-glasses and such coverage will provide for a maximum claim of \$400.00 in any 24 month period.

The Dental Plan provides coverage under Plan A--100%, and Plan B--60%, and Plan C--Orthodontics, which Plan will pay 60% of the approved schedule of fees to a lifetime maximum of \$5000 (employee and dependents).

Section 5: Dental Plan Cost-Sharing

It is agreed that the dental plan premiums shall be paid on a cost sharing basis. The share of the Corporation shall be eighty percent (80%) and the share of the employee shall be twenty percent (20%).

Section 6: Special Agreement – Municipal Pension Plan

- (a) The Corporation shall contribute two and one-half percent (2½%) of each employee's basic monthly salary, to be an additional contribution to the Municipal Pension Plan, provided that each such employee has completed six (6) months of service and as a condition of employment shall be required to contribute two percent (2%) of their basic monthly salary as an addition to the Municipal Pension Plan.

When an employee reaches an income level at any point during a calendar year of \$78,153 (using 2009 as the tax year, such figure to be adjusted annually based on changes in the Yearly Maximum Pensionable Earnings (YMPE) and the maximum pensionable contributions under CRA rules), the Employer agrees not to make any further Special Agreement deductions from the employee's pay cheque and the Employer will no longer contribute for purposes of the Special Agreement for such employee. Employer contributions thereafter will be paid to the employee on their pay cheque and identified as Special Agreement over-contributions.

(b) Pension Groups

- (i) Effective 2013 June 24, the Corporation agrees to apply to the Pension Corporation to become a Group 5 employer under the rules of the Municipal Pension Plan.

In the event the Pension Corporation approves the application, all existing eligible employees and all future eligible employees will be covered by and be subject to the current and any future rules established by the Municipal Pension Board and the Pension Corporation governing Group 5 participation.

Effective the date that the Pension Corporation approves the application for Group 5 Pension, all employees eligible for enrolment in Group 5 shall cease to be covered by Article VI, Section 6 which is set out in the 2007-2009 Collective Agreement including the "Special Agreement".

All employees eligible for enrolment in Group 5 shall receive a Supplemental Pension Allowance of 0.56% of pensionable earnings to be paid directly to the employee. The payment will be made once per year following the end of the calendar year.

- (ii) In the event there are employees who are in Group 2 as of the date the Pension Corporation approves the application for the Group 5 Pension who do not qualify for Group 5, those employees will continue, subject to the approval of the Pension Corporation, to be covered by the Group 2 provisions of the Municipal Pension Plan and to contribute to the Special Agreement Plan (if they are already contributing) in accordance with Article 10, Section 17.

- (iii) New hires into positions that are not eligible to participate in the Group 5 Pension will be treated as Group 1 or Group 4 as appropriate under the rules of the Municipal Pension Plan.

Section 7: WorkSafeBC Income Continuance

- (a) Employees absent from duty due to injuries received in the performance of their employment shall receive full salary during such absence but time loss compensation payments received from WorkSafeBC shall be remitted to the Corporation, and provided further that when an employee is unable to return to work through a compensable illness or injury and had been granted a pension by WorkSafeBC, the Corporation shall from the date of granting of such pension, make no further payments to the employee under this Section 7. Full salary shall be defined as the salary commensurate with the rank held, including an acting rank, at the time of injury.
- (b) Notwithstanding Subsection (a) above, employees absent from duty due to injuries received in the performance of their employment shall receive normal net take-home pay (as opposed to regular gross pay) during such absence but the time loss compensation payments received from WorkSafeBC shall be remitted to the Corporation, and provided further that when an employee is unable to return to work through a compensable illness or injury and has been granted a pension by WorkSafeBC, the Corporation shall, from the date of granting of such pension, make no further payments to the employee under this Section 7.

In the event that an employee was acting in a higher capacity (pursuant to the provisions of Section 1 of Article XI) 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.

Section 8: Sick Leave Recovery

An employee who commences an action or makes a claim against a third party for damages relating to an injury or illness for which the employee was paid sick leave benefits, shall include in the employee's claim a claim for wage loss equal to the sick leave benefits so paid or projected to be paid.

Where such claim is made to the courts, the employee or the employee's representative shall request the presiding judge, or judge and jury, to specify the amount of any award which is attributable to the wage loss claim.

Where a voluntary settlement with the third party is contemplated for an amount which is less than the full sick leave benefits paid, the employee shall first obtain the approval of the Corporation, which approval shall not be unreasonably withheld. Such voluntary settlement shall specify the amount of the settlement which is attributable to the wage loss claim.

- (i) The employee shall reimburse the Corporation to the extent such wage loss is recovered from the third party less those legal fees certified by the employee's legal counsel as being attributable to proving the wage loss claim.

- (ii) Where wage loss is reimbursed to an employee by an insuring agency such as I.C.B.C. or WorkSafeBC then the employee shall similarly pay to the Corporation the amount of the wage loss so received.
- (iii) Upon being reimbursed pursuant to this Section, the Corporation shall reinstate the employee's sick leave with the number of sick days equivalent thereto and any resultant gratuity days to which the employee may be entitled, without regard to the legal fees deducted pursuant to (i) above.

Section 9: Leaves of Absence

Employees desiring leave of absence for any reason, either with or without pay, shall submit an application for such leave to the Fire Chief. The Fire Chief shall take the matter up with the Administrator who shall make a decision based on the circumstances and merits of each application. The Administrator's decision shall be final with respect to each application.

Effective 2013 June 24:

Leave of absence without loss of pay for a maximum period of three (3) working days shall be granted to an employee attending the funeral, or attending to matters related to the death, of a member of his/her family. The family being defined as: wife, husband, common-law spouse, child, father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, grandparents, grand-children, and ward. With the approval of the Fire Chief or designate, an employee may split this leave entitlement, and the leave must be taken within thirty (30) days following the date of the death.

The Corporation agrees that when it is necessary for Union Officials to leave their employment temporarily for the purpose of settling grievances as outlined in this Agreement, the said officials shall suffer no loss of pay for the time so spent. The Corporation agrees that an Official Representative of the Union may be granted leave of absence without pay to attend Union conventions or perform any other function on behalf of the Union.

All employees covered by this Agreement, if appointed or elected to a full-time position in the service of the International Association of Firefighters, or the British Columbia Professional Firefighters' Association, or if accepted at an institute of learning under labour sponsorship, shall be granted leave of absence without pay while so engaged. Such leave of absence shall constitute a break in service with respect to gratuity and sick benefits.

In the event of an extended unpaid leave of absence, benefits shall only continue if the employee makes arrangements prior to the leave to pay 100% of the cost of benefits.

Section 10: Jury and Witness Duty

Employees who are called to serve as jurors or are subpoenaed as witnesses in criminal or civil courts, shall be granted leave of absence for such purpose without loss of any privileges. Normal pay will continue to be issued on the usual pay dates. At the conclusion of the employee's Court duty, the employee shall obtain a certificate from the Court showing the period of the employee's jury or witness

service and the amount of compensation received and shall deposit this certificate together with the amount of the compensation, but not including travelling allowance and day-off compensation, with the Corporation.

ARTICLE VII MATERNITY LEAVE

(a) Length of Leave

(1) Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave. All such leaves shall be without pay, subject to any compensation entitlements which shall be available to employees in accordance with section (f) below. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

(2) Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

(3) Extensions – Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed fifty-two (52) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (1) 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.

- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) 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.
- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (5) 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.
- (6) 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 and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Notwithstanding paragraph (d)(1), an employee on maternity leave or parental leave who has notified Department of their intention to return to work pursuant to paragraph (b)(5) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

- (1) MSP, Dental, EHB, and Group Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.

- (2) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Municipal Pension Plan.

(f) Supplementary Employment Insurance Benefits

- (1) Birth mothers who are entitled to maternity leave as provided for in this Section of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth, or as provided for in Paragraph 2 above.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (a) For the first six (6) weeks, which includes the two (2) week Employment Insurance waiting period; and
 - (b) Up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (5) The Plan meets the requirements of Section 38 of the EI Regulations, specifically that, when combined with a employee's weekly EI 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.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

ARTICLE VIII CLOTHING

Section 1: Uniform Issue

Upon completion of the probationary period and thereafter as indicated, the Corporation shall provide every person covered by this Agreement with a uniform which shall consist of:

- | | |
|-----------------------|--|
| Annually: | one (1) tie;
two (2) pairs of pants;
four (4) shirts, one of which every second year shall be a long-sleeved shirt of wool blend composition;
one (1) pair of work boots. |
| Every three years: | one (1) car coat. |
| Every four (4) years: | one (1) vest. |
| Every five years: | one (1) lined battle dress-type jacket;
one (1) uniform cap. |
| Every seven years: | one (1) double-breasted tunic. |

Section 2: Protective Clothing

Effective 2013 June 24:

The Corporation shall provide every person covered by this Agreement with protective clothing and such other necessary equipment as required by WorkSafeBC. All such protective clothing and equipment shall be returned to the Corporation when the employee ceases to perform such duties as would necessitate the use of such protective clothing.

Section 3: Uniform Cleaning Allowance

- (i) The Corporation shall pay for the cleaning of the following items of clothing issued for all employees who are required to wear a uniform in the performance of their duties, in accordance with the maximums specified:
- 1 work or dress shirt per working shift;
 - 1 pair of trousers per 2 working shifts; and
 - 1 work jacket, tunic, cold weather coat, or vest per working month.
- (ii) The Corporation shall designate a cleaning establishment which will be authorized to perform cleaning for employees as set out under Subsection (i) above. Such cleaning establishment shall be selected with the convenience of the employees in mind.
- (iii) Uniform items cleaned pursuant to Subsection (i) above may be both deposited at and retrieved from the designated cleaning establishment by the employee or by the employee's designate

while off duty, in accordance with the administrative procedures established by the Corporation from time to time.

ARTICLE IX SENIORITY

Section 1: Seniority List

Effective 2013 June 24:

It is mutually agreed that a seniority list will be attached to the Collective Agreement to form part thereof, showing the employee numbers, ages and commencement dates of employment with the Corporation of all employees covered by this Agreement. The seniority of employees commencing employment on the same day shall be predicated upon the results of examinations completed upon the conclusion of their probationary period.

Section 2: Promotions

That with regard to promotion it is agreed that, other things being equal, effect shall be given to seniority.

Section 3: Lay-Off and Recall

(a) Layoff

In the event that it becomes necessary to lay off Firefighters, other things being equal, the order in which they will be laid off will be determined in reverse order of seniority.

(b) Recall

Employees shall be recalled to positions for which they are qualified, in the order of their bargaining unit-wide seniority.

No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows:

The Employer shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order providing they are qualified to perform the available work and providing they respond within the stipulated time limits. Each employee on layoff will be responsible for keeping the Employer advised of a current address and telephone number where the employee can be contacted for Recall. If the Employer is unable to contact the employee by telephone, notice of Recall shall be delivered by couriered letter to the employee's last address in which the employee shall have 72 hours from the time of delivery of the notice of Recall to respond. The 72 hour time period shall not include time on weekends or Public Holidays. An employee shall report to work at the time specified by the Employer.

An employee who fails to respond to a notice of Recall shall drop to the bottom of the Recall list.

An offer of employment to replace another employee who is absent shall not be considered a Recall and may be declined by a laid off employee without penalty.

(c) Seniority

Laid off employees shall maintain but not accumulate seniority and shall not be entitled to or earn benefits while on layoff. An employee recalled within twelve (12) months shall be credited with their previous service for determining seniority and length of service for perquisites. An employee shall lose seniority and right of recall if continuously laid off for a period of more than twelve (12) consecutive months.

ARTICLE X PROBATION

Section 1: Probationary Period--New Employees

- (a) New employees shall be placed in a probationary capacity until the completion of twelve (12) months' service.
- (b) This probationary period shall be for the purpose of determining an employee's suitability for permanent employment. At any time during this period employment may be terminated if it can be satisfactorily shown the employee is unsuitable for employment.
- (c) Suitability for employment will be decided on the basis of factors such as:
 - (i) The quality of work.
 - (ii) Ability to work harmoniously with others.
 - (iii) Conduct.
 - (iv) Ability to meet firefighting standards set by the Corporation.
- (d) Where a probationary employee is absent for ten (10) or more working days during the probationary period, the probationary period shall be extended by the total number of days absent with no loss of seniority.

Section 2: Probation Upon Promotion

All promotions shall be subject to a six (6) months' probationary period during which time the promoted candidate shall prove to the satisfaction of the Fire Chief that the employee can satisfactorily perform the duties of the rank to which the employee has been promoted. Should a candidate's performance prove unsatisfactory, the employee shall revert to their former rank and rate of pay immediately prior to the employee's promotion.

ARTICLE XI ACTING IN A SENIOR CAPACITYSection 1: Payment for Acting in a Senior Capacity

Any employee covered by this Agreement who is required to accept the responsibilities and carry out the duties incident to a position or rank senior to that which the employee normally holds shall be paid at the rate for the senior position or rank while so acting.

Section 2: Vacation Adjustment for Acting in a Senior Capacity

As soon as possible following December 31 of each year the Employer shall calculate a percentum amount of pay above the confirmed rank rate, based on the total number of days from the preceding year that the employee acted in a rank above their confirmed rank, and pay to such employee that percentum difference as an adjustment in salary entitlement for the purposes of the employee's annual and long service vacation salary.

In the following year this adjustment shall apply for a complete year.

- i.e. (a) Each member of the Union will be paid vacation pay at their confirmed rank at the time of the employee's vacation or long service leave.
- (b) In January of each year the payroll records will be analyzed to determine the percent of time spent during the preceding year in an acting rank or ranks.
- (c) As soon as possible thereafter the employee will then be paid an additional amount of salary based on the percentage difference between the employee's confirmed rank rate of pay and the acting rank or ranks rate of pay.
- (d) A member of the Officers' Pool or the Pre-Pool, who is in a continuous acting capacity for twenty-eight (28) consecutive calendar days in a rank higher than their confirmed rank, shall be paid during their vacation at the rate of pay commensurate with the acting rank.

If a member of the Officers' Pool or the Pre-Pool has the period of continuous acting interrupted, an adjustment shall be made in the employee's vacation pay following December 31 of each year.

ARTICLE XII SALARIES AND PREMIUM PAYMENTSSection 1: Salaries

The schedule of classification and salaries for all employees covered by this Agreement shall be as follows:

Key: A = 2010 January 01 – 2010 June 30
 B = 2010 July 01 – 2010 December 31
 C = 2011 January 01 – 2011 June 30

D = 2011 July 01 – 2011 December 29
 E = 2011 December 30 – 2011 December 31
 F = 2013 June 24

<u>Class Title</u>	<u>Index</u>	<u>Monthly Rates</u>					
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Firefighter: 1st 6 months	70	\$4527	\$4595	\$4652	\$4710	\$4734	\$4734
2nd 6 months	75	4850	4923	4985	5047	5072	5072
2nd year	80	5174	5251	5317	5383	5410	5410
3rd year	90	5820	5908	5981	6056	6087	6087
4th year	100	6467	6564	6646	6729	6763	6763
After 10 th year	102	6596	6695	6779	6864	6898	
	103						6966
Lieutenant	112	\$7388	7498	7592	7688	7726	7802
Captain	122	\$8047	8168	8270	8374	8416	8499

Firefighter rates based on 4th year rate, others based on 10th year rate.

Section 2: Individual Pay Adjustments

It is understood and agreed between the parties that all individual pay adjustments shall be made effective the first day of the pay period occurring closest to the rank, classification or increment adjustment date.

Section 3: Overtime

An employee who is required to work overtime of ½ (one-half) hour or more in excess of and immediately preceding or following the completion of the employee's regular shift shall be paid at one and one-half (1½) times the regular hourly rate of the employee for the first two hours, and two (2) times the regular hourly rate of the employee for all overtime hours worked beyond two hours, computed on the basis of the employee's normal working hours. In order to qualify as Overtime under this Section 3, the requirement for an employee to work Overtime preceding the employee's regular shift must be accompanied by a minimum of twenty-four hours' notice of such requirement. When computing the payment of overtime of an employee under this Section 3, all time worked by such employee from the time the employee completes their regular shift until the employee returns (if the employee's duties required the employee to leave their regular place of work) to the employee's regular place of work (e.g. the Fire Hall at which the employee is stationed) and has been relieved of further duties, shall be deemed to be overtime.

It is understood and agreed between the parties that the above-referenced amendment to Article XII, Section 3 is in no manner intended to alter the existing application of Article XII, Section 7 (Extra Shifts).

Section 4: Call-Out

An employee reporting for work on the call of the Corporation, at any time other than the employee's regular working hours, shall be paid at the rate of two (2) times the employee's regular rate of pay for the entire period spent at the employee's place of work in response to the call, with a minimum of three (3) hours at the rate of two (2) times the employee's regular rate of pay.

Section 5: Call-Out on a Statutory Holiday

Notwithstanding anything contained in Article XII, Section 4 (Callout), an employee reporting for work on the call of the Corporation on any of the Statutory Holidays described in Article V, Section 3, other than the employee's regular working hours, shall be paid at the rate of triple the employee's regular rate of pay for all hours worked during the Statutory Holiday in response to the call, and double time thereafter, with a minimum of three (3) hours at the rate of triple the employee's regular rate of pay.

Section 6: Attendance at Fire Department Practices

Employees attending Fire Department practices at the call of the Fire Chief will be compensated at a rate of one and one-half (1½) times their regular hourly rate of pay.

Section 7: Extra Shifts

Where an employee agrees to work or is required by the Corporation to work a shift(s) or part shift(s) in excess of the employee's scheduled work week, the employee shall receive pay at the rate of one and one-half (1½) times their regular hourly rate for the such excess shift(s) or part shift(s).

Section 8: Straight Time Training

Effective 2013 June 24:

In each calendar year, each employee's first twelve (12) hours worked for the purpose of attending an instructional course or training exercise, where the payment would have otherwise been at 1.5X the employee's regular rate of pay, will be paid at the employee's regular straight time rate of pay for the actual time spent attending an instructional course or training exercise. For the purposes of this article where the actual amount of time an employee spends attending a particular instructional course or training exercise is less than four (4) hours, a full four (4) hours will be deducted from the amount of straight time training that remains for that employee during that calendar year.

Where the Employer schedules an employee to attend an instructional course or training exercise pursuant to this article, the Employer will provide the employee with twenty (20) calendar days' notice of the instructional course or training exercise. The twenty (20) calendar day notice period may be waived by mutual consent of the Employer and the employee.

Where the length of the instructional course or training exercise an employee is attending pursuant to this article is less than four (4) hours the instructional course or training exercise will be completed by 1300 hours.

Section 9: Instructor Pay

Effective 2013 June 24:

When an employee is a certified instructor and is required to instruct courses in the Technical Rope Rescue, First Responder Program, Confined Space Rescue, and Hazmat Program, that employee shall be paid a ten percent (10%) premium calculated on their confirmed rate of pay for the hours the employee spends instructing. In any case where an employee is called in to instruct a course and is paid overtime for the hours spent instructing, the employee will not be eligible to receive the Instructor Pay premium in addition to the overtime payment. The Corporation may designate additional training programs to qualify pursuant to this provision.

ARTICLE XIII HOURS OF WORK

The regular hours of work for all persons covered by this Agreement shall average not more than forty-two (42) hours per week and shall be subject to the provisions of the "Fire Department's Hours of Labour Act" and the "Fire Department Two Platoon Act" and any amendments thereto.

ARTICLE XIV MANNING

It is agreed that each shift within the Fire Department shall be manned, in addition to its complement of firefighters, by an officer carrying the rank of Captain.

ARTICLE XV OUTSTANDING CREDITS

In the event of the death of an employee while in service, all regular salary, all premium payments such as overtime, and all annual vacation, statutory holiday and gratuity credits outstanding to the employee's account at the time of death shall be paid to the employee's beneficiary or estate.

ARTICLE XVI MANDATORY RETIREMENT

All employees shall be retired pursuant to the provisions of the Municipal Pension Plan effective the first of the month following attainment of age 60.

ARTICLE XVII INDEMNIFICATION

Effective 2013 June 24, employees of the City of White Rock Fire Department are covered by the terms of Bylaw 2012, No. 1994, as amended from time to time.

ARTICLE XVIII TERM OF AGREEMENT

This Agreement shall be for the period from and including 2010 January 01, to and including 2011 December 31, and from year to year thereafter subject to the right of either party to the Agreement, within four months immediately preceding the date of the expiry of the Agreement (2011 December 31) or immediately preceding the last day of December in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

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

Subsections 50(2) and 50(3) of the Labour Relations Code shall be specifically excluded from and shall not be applicable to this Collective Agreement.

APPROVED AND ADOPTED BY THE CORPORATION OF THE CITY OF WHITE ROCK, this 8 day of JANUARY, ~~2013~~. 2014

"W. Baldwin"
MAYOR

"D. Bottrill"
ADMINISTRATOR

APPROVED AND ADOPTED BY THE WHITE ROCK FIREFIGHTERS' LOCAL 2407, this 23 day of DECEMBER, 2013.

"K. Mollan"
PRESIDENT

"D. Smith"
SECRETARY

SCHEDULE "A"THE CORPORATION OF THE CITY OF WHITE ROCKFIREFIGHTERS' SENIORITY LISTAs of December 31, 2012

<u>Employee #</u>	<u>Age</u>	<u>Date of Employment</u>
4208	52	Oct. 05/81
4212	56	Apr. 07/86
4213	51	Apr. 21/87
4214	45	Jan. 08/91
4215	50	May 28/91
4216	41	Mar. 15/94
4217	44	Mar. 15/94
4218	43	July 22/96
4219	45	Apr. 20/99
4221	36	June 15/99
4222	41	June 15/99
4220	47	June 15/99
4223	38	Apr. 03/00
4224	41	June 04/01
BIRE001	37	July 27/03
MOSD002	38	July 28/03
PASM002	35	May 11/04
CRAA002	33	May 23/06
RYAP001	37	Aug. 08/06
KAME002	33	Oct. 24/06
MCKC001	28	May/12/09

SCHEDULE "B"STATEMENT OF INTENT—UNIFORM ISSUE

It is understood and agreed between the parties that the Fire Department will annually canvass all members by means of a standardized form in order to determine, with respect to each member, which items of the member's annual uniform entitlement as specified in the Collective Agreement the member wishes to receive. On the basis of the composite of the information received as a result of so canvassing all members, the Fire Department will place a comprehensive order for the uniform issue items required no later than December 01 in each year, with the objective of having the order filled and ready for disbursement to the members as soon as possible following receipt of the uniform issue items.

Effective 2013 June 24, the City and the Union agree that the number of clothing points received each year by each employee will be reduced by twenty percent (20%) from the clothing points available to an employee on 2012 December 31 which would have been determined in accordance with the attached Letter of Understanding entitled "Uniform Issue" dated 2007 November 26.

LETTER OF UNDERSTANDING

between the

CITY OF WHITE ROCK
(hereafter "the Employer")

and the

WHITE ROCK FIREFIGHTERS' UNION, IAFF LOCAL 2407
(hereafter the "the Union")

UNIFORM ISSUE

The Employer and the Union agree to amend the Letter of Understanding regarding a uniform point system dated January 8, 2001, as follows:

Either party may terminate this Letter of Understanding prior to October in any year for uniform issue in the following year. Article VIII, Clothing, Section 1: Uniform Issue of the current and subsequent collective agreements shall be replaced by this Letter of Understanding as long as it is in effect. Initial issue shall be allotted after completion of the probationary period.

White Rock Fire Department members agree to complete and maintain the required Uniform Kit as indicated. The Fire Chief may require inspection of Uniform Kit prior to acceptance of orders for non-Kit items.

The Joint Uniform Committee shall meet on a regular basis to review the process and to discuss items for deletion or addition to the appropriate listings.

See attached Schedule A – Terms of Reference for Uniform Committee.

Each eligible Fire Department member will select uniform issue on the point system as agreed and modified by the Joint Uniform Committee.

- i) Total point allotment for any year except the year of initial issue and the year of retirement shall be determined by using the per year cost of the defined uniform issue items in Article VIII Section 1 (less the battle jacket), based on the quotes received for the year to be purchased in.
- ii) Initial Uniform allotment shall be as indicated on A & B request forms.
- iii) Uniform issue in the year of retirement shall be prorated to the number of complete calendar months of service in that year. (i.e. retire June 2 entitlement is 5/12 of annual point total)
- iv) Eligibility for B list items is contingent upon members completing and maintaining the required Kit items and completion of two (2) years of service. See (2)

LETTER OF UNDERSTANDING – UNIFORM ISSUE (cont'd)

White Rock Fire Department members shall be responsible for the laundry and cleaning of all items except those indicated in the current collective agreement Article VIII Section 3 Uniform Cleaning, item “ i “.

The Employer and the Union agree that the A, B, Kit and Initial issue lists shall form a part of this agreement.

Signed this 26th day of November, 2007.

FOR THE CITY OF WHITE ROCK:

FOR LOCAL 2407 I.A.F.F.:

“Phil Lemire”

“Evan Bird”

“Rae Williamson”

“Ed Wolfe”

LETTER OF UNDERSTANDING – UNIFORM ISSUE (cont'd)Schedule "A"Uniform Committee Terms of Reference

The following Terms of Reference shall define the intent of the Uniform Committee and how it will function:

- 1) The Employer and the Union shall on an annual basis in September each designate two representatives to be members on the committee.
- 2) The committee will meet on a regular basis.
- 3) The committee will appoint a person to take minutes of each meeting.
- 4) The Employer will provide a summary to determine the annual point entitlement as per item " 4 i " in the Letter of Understanding at a meeting of the committee.
- 5) The committee will review potential product and suppliers and make recommendations on the same.
- 6) The committee will review the items available on the A and B list and make recommendations for the addition or deletion of items.
- 7) Any additions or deletions to the "A" list items require the approval of the Executive of the Union and the Fire Chief.