

COLLECTIVE AGREEMENT

between

CORPORATION OF THE
TOWNSHIP OF ESQUIMALT

and

THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 4264

JANUARY 1 2020 – DECEMBER 31 2022

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COLLECTIVE AGREEMENT

BETWEEN:

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

AND:

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 4264
(hereinafter called the "Union")

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

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

AND WHEREAS the Parties are required to begin collective bargaining:

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

DEFINITIONS:

- 0.01 The terms and conditions of this Agreement shall apply to all Employees of the Department as specially provided in the certificate of bargaining authority granted to the Union, and as varied from time to time by the Labour Relations Code of British Columbia.
- 0.02 (a) "Party" shall mean either of the Parties to this Agreement.
- (b) "Union" shall mean the International Association of Firefighters Local 4264.
- (c) "Employer" shall mean the Corporation of the Township of Esquimalt.
- (d) "Bargaining Unit" shall mean all the firefighting Employees of the Department who are Employees within the meaning of the Labour Relations Code, excluding the ranks of Assistant Chief, Deputy Chief and Fire Chief.
- (e) "Department" shall mean the Esquimalt Fire Rescue Department.
- (f) "Spouse" – includes husband, wife and common-law spouse.

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

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, **2022**, and shall remain in full force and effect year to year thereafter provided that either Party may, at any time during the one hundred and twenty (120) days immediately preceding the thirty-first day of December 31, **2022**, or immediately preceding any succeeding thirty-first day of December thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a new Collective Agreement, or a renewal, revision, or the termination of the Agreement.

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

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

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

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

1.05 Wheresoever the singular appears it shall be deemed to mean the plural where the context requires.

ARTICLE 2. UNION MEMBERSHIP

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

ARTICLE 3. NOTIFICATION OF OFFICERS TO THE UNION

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

ARTICLE 4. HOURS OF WORK, OVERTIME AND CALL OUT

- 4.01 (a) The hours of work for all Employees shall average no more than forty-two (42) hours per week averaged over eight (8) weeks, and shall be two (2) consecutive ten (10) hour day shifts commencing at 0800 hours, immediately followed by twenty-four (24) hours off duty, immediately followed by two (2) consecutive fourteen (14) hour night shifts commencing at 1800 hours followed by ninety six (96) hours off. The first 56-day cycle commenced January 1, 2003.
- (b)
- (i) When Employees of a bargaining unit are assigned to straight days they will work four (4) ten (10) hour shifts starting at 0800 followed by 96 hours off with no loss in pay.
- (ii) If the Employer, Union, and the Employee working straight days agree, alternate schedules may be used; for example five (5) day, Monday to Friday, seven (7) hours per day followed by two (2) days off (Saturday and Sunday).

- (iii) **The work week will not average more than thirty-five (35) hours per week while assigned to straight days with no loss in pay.**
- (iv) **Employees will only be assigned to straight days on a voluntary basis in consultation with the Union.**
- (v) **The Employee will be compensated based on the monthly salary consistent with their assignment.**
- (vi) **Notwithstanding 4.02(b)(iv), an Employee working a modified schedule as part of a return to work program may not be permitted to a full shift.**

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 times ($1\frac{1}{2}x$) the hourly rate of the Employee, computed on the basis of their normal working hours.

4.03 Call Out

- (a) An Employee reporting for 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 ($1\frac{1}{2}x$) their regular rate of pay for the entire period spent at their place of work in response to the call, with either a minimum of three (3) hours at the rate of time and one-half ($1\frac{1}{2}x$) their regular rate of pay or time and one-half ($1\frac{1}{2}x$) from the time of call out to the start of their normal scheduled shift if the shift starts within three (3) hours of the call-out.
- (b) Notwithstanding clause (a) above, an Employee reporting to work in a call-out situation who is required either to attend a fire, to backfill for an Employee attending a fire or to attend to an emergency declared by the Fire Chief (or their designate), shall be paid either a minimum of three (3) hours at double time ($2x$) their regular rate of pay or double time ($2x$) from the time of call out to the start of their normal scheduled shift if the shift starts within three (3) hours of the call-out.
- (c) Employees who are working as a result of a Call-Out are considered to be off-duty once released from such Call-out by the Officer-in-Charge and any subsequent call-out shall be considered a new call-out, notwithstanding that the second call-out may occur within the original minimum call-out period stipulated in Article 4.03 (a) or (b) above.
- (d) An Employee attending to an operational meeting as approved by the Fire Chief at any time other than their regularly scheduled working hours shall be paid at their regular rate of pay ($1x$) for a minimum of three (3) hours.

ARTICLE 5, RESIDENCE RESTRICTION

- 5.01 Employees of the Department shall be restricted to residence within the Municipalities of Esquimalt, Victoria, Oak Bay, Saanich, Colwood, Langford (with a north-western boundary of the southern entrance to Goldstream Provincial Park) and View Royal excluding that portion of View Royal north of Thetis Lake Park). Employees may also reside in the Municipality of Central Saanich from its border with the Municipality of Saanich to as far north as an east-west line delineated by Keating Cross Road.
- 5.02 Notwithstanding the foregoing, as a condition of employment all newly hired Employees shall reside within the above described boundary area within one (1) year **of becoming a permanent Employee.**
- 5.03 Notwithstanding the foregoing, a maximum of four (4) Employees within the total Bargaining Unit shall be exempt from the provisions of Article 5.01. Exemption requests shall be from the Employee in writing to the Fire Chief, with a copy provided to the Union. The Fire Chief shall allow exemption from the residency restrictions after a review of compassionate reasons, seniority, first-come/first-serve, or other reasonable considerations.
- 5.04 For the purposes of responding to fire and rescue services all Employees, while off-duty, shall provide the Department with a phone number where they can be reached.

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.

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 Firefighter First Class shall be paid at the rate for the senior position or rank while so acting.
- 7.02 **At the Fire Chief's discretion the senior firefighter on duty may be assigned Lieutenant responsibilities.** This assignment will not be used in lieu of a Captain, but in addition to the Captain assignment- **All temporary higher rank assigned staff will be required to wear the applicable uniform for the assigned rank.** Therefore, the rank and pay rate of Lieutenant will remain in Schedule "A".
- 7.03 **When two firefighters are assigned to an apparatus, the senior firefighter on duty will be assigned to the rank of Lieutenant for the duration of the shift. This assignment will not be used in lieu of a Captain assignment but in addition to.**

7.04 When three or more firefighters are assigned to an apparatus, the most senior Captain, Acting Captain or member of the Captain's Mentorship Program on duty will fill the role of the Captain for the duration of the shift. In the event a Captain, Acting Captain or member of the Captain's Mentorship program is not on duty, the most senior firefighter will be elevated to Lieutenant.

ARTICLE 8. PROBATIONARY PERIOD

8.01 A newly hired Employee shall be on probation for a period of twelve (12) consecutive calendar months. This probationary period may be extended by the Fire Chief by up to a further six (6) month period after consultation with the Union. During that period the probationary Employee may be dismissed upon one (1) day's notice if in the sole discretion of the Chief they are deemed to be unsatisfactory.

8.02 Where an existing Employee is promoted or awarded a new position, they shall forthwith receive full pay at their new classification rate.

8.03 **An existing Employee who is promoted or awarded a new position shall serve a probationary period of three (3) consecutive calendar months of work. This probationary period may be extended a further three (3) consecutive calendar months at the discretion of the Fire Chief, after consultation and agreement with the Union.**

8.04 The Employee shall be returned to 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 Notwithstanding any provision in this probationary procedure, the Fire Chief may recognize previous experience, work history, and/or qualifications of an Employee and waive the probationary period of an Employee.

ARTICLE 9. SERVICE BAR

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

ARTICLE 10. UNIFORM SCALE OF ISSUE

10.01 Initial Issue

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

- 2 pairs station pants
- 1 pair station boots
- 1 belt
- 8 "T" shirts
- 2 uniform shirts
- 1 long sleeve fleece outer jacket
- 1 Water repellent jacket
- 1 Ball cap

10.02 The annual replacement of uniforms and clothing will be covered by a point system. Every full time Employee will be allotted 100 clothing issue points per annum to be used in that calendar year towards the purchase of clothing items. A maximum of fifteen (15) unused points in one (1) calendar year may be carried over to the next year for the purpose of acquiring large point value items. Any carryover above this maximum must first be approved by the Fire Chief.

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

- 1 pair of station pants
- 4 "T" shirts
- 2 uniform shirts
- One half of the value of 1 pair of station boots

10.03 Station boots value will be determined by agreement. The 2011 value of \$240.00 including taxes is based on the average price of quality boots from multiple suppliers. Station boots must have a steel toe and shank, and be covered with black leather. Station boots shall meet the minimum requirements of the Workers' Compensation Board regulations.

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

10.05 (a) Employees have the option of using a portion of their clothing issue points towards ordering ancillary items that have been approved by the Chief.

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

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

- 10.07 An Employee, who through neglect or negligence, destroys or loses any of the clothing issued by the Employer, shall pay for or replace same. Any items acquired under the provisions of Article 10 that are damaged or destroyed as a result of work related activity shall be replaced by the Employer at no cost to the Employee.
- 10.08 The Parties recognize that the schedule for the issuance of uniform clothing contained herein is not always in the best interest of the Employer and the Union members. Should the Parties mutually agree therefore to a variance in this schedule, such variance shall be made on a without prejudice basis.
- 10.09 Wherever the term "as required" is used in Article 10, it shall mean: "The condition of the item shall be suitable to maintain seemly and professionally appropriate dress attire. It shall also be in a suitable condition to properly perform its designed function." In the event of a disagreement regarding whether or not an item meets this definition, then the clothing panel shall decide the matter.
- 10.10 The "clothing panel" shall consist of one representative from each of management and the Union and a third person that is mutually acceptable to the two Parties. A majority decision of the panel shall decide all issues.

ARTICLE 11. SENIORITY

- 11.01 (a) Seniority will date from the first day of service with the Department, provided there is continuity of service. Schedule "C" attached hereto shall form and become part of this Agreement and shall show the seniority of Employees covered by this Agreement. The placement of a new Employee at the bottom of the seniority list shall occur automatically at the time said Employee becomes a permanent Employee. When more than one Employee commences employment on the same day, the order of placement of the new Employees at the bottom of the seniority list shall be determined by age. The earlier birth date shall be given a ranking above a later birth date.
- (b) The present job ranks and seniority dates at the date of this Agreement are confirmed.
- 11.02 In the event of a reduction in staff of the Department being necessary, seniority shall govern.
- 11.03 Employees laid off under this Article shall be placed on the recall list in seniority order.
- 11.04 Where an Employee leaves the Department or is dismissed for cause and later re-engaged, their seniority shall date from the time of their re-engagement.

ARTICLE 12. CHARGES & DISCIPLINE

- 12.01 Any Employee who has been wrongfully dismissed or suspended and who is later

reinstated shall be compensated in full for all time lost, less any earnings they may have made through other employment during the period of their suspension.

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

12.03 Removal of Disciplinary Record

- (a) The CAO will give every reasonable consideration to a request in writing from an Employee to remove from their personnel file any formal discipline other than performance appraisals. Any disciplinary document may be removed at the discretion of the CAO provided a minimum of twenty-four (24) months has elapsed from the date of issuance and there has been no further disciplinary action affecting the Employee.
- (b) Performance appraisals shall not be used as the basis for discipline.

12.04 Personnel Records

- (a) Upon reasonable notice to the Employer an Employee shall have the right to review the information contained in their personnel records.
- (b) An Employee shall have the right to make copies of any material contained in their personnel records.
- (c) An Employee may provide written authorization for any Union Executive member, or the designate of the President, to review their personnel file(s) and/or request a copy of any or all information in the file(s) on their behalf.

ARTICLE 13. VACATIONS

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

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

- (c) During the second (2nd) to tenth (10th) calendar years of service inclusive, twelve (12) duty shifts (144 hours).
- (d) During the eleventh (11th) to twentieth (20th) calendar years of service inclusive, sixteen (16) duty shifts (192 hours).
- (e) For the twenty-first (21st) and all subsequent calendar years of service, twenty (20) duty shifts (240 hours).
- (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 (144 hours)
 - twenty eight (28) calendar days = 16 duty shifts (192 hours)
 - thirty six (36) calendar days = 20 duty shifts (240 hours)

- 13.03 (a) 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, they 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.
- (b) The Employees taking this leave shall be designated prior to January 1 of each calendar year in order of seniority, with such designation requiring the approval of the Fire Chief to ensure that operational requirements are met. The leave shall be taken in a block of twenty-eight (28) consecutive days; provided, however, that the Fire Chief may, upon application, agree to split

the leave into two separate sections if, in their assessment, operational considerations allow. For any given year, scheduling of long service leave shall be carried out as an integral part of the rotative system used for annual holidays.

- (c) Such holidays shall be granted by the Fire Chief when the Employee can best be relieved from their duties and their duties fulfilled by other Employees.

13.04 An Employee's annual holidays will commence on a first duty day of their work schedule, and at the conclusion of their vacation they will return to duty in the same group in which they were when they began their vacation.

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

ARTICLE 14, STATUTORY HOLIDAYS

14.01 (a) Entitlement

All Employees shall be entitled to the following statutory holidays:

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

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

(b) Scheduling of Entitlement

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

- (i) A permanent Employee shall be entitled to **156 hours (13 duty shifts)** of paid leave in each calendar year,
- (ii) In the event of new hires, terminations, retirements or unpaid leave of absence during a calendar year the annual entitlement shall be pro-rated in accordance with time worked during that calendar year,
- (iii) By January 1st of each year, each Employee shall schedule any full

blocks of four (4) duty shifts of their next calendar year's entitlement at the same time their annual vacation leave is scheduled, prior to any Employee being permitted to schedule any single duty shifts,

- (iv) Employees with any remaining duty shifts of their annual entitlement shall then schedule them after all full blocks have been scheduled but at the same time as booking their annual vacation leave to be taken during the calendar year in which the statutory holiday entitlement is earned,
- (v) All duty shifts must be taken in increments of not less than one (1) shift,
- (vi) In the event that an Employee has not complied with clause (iii) above then the Fire Chief, after consultation with the Union, shall schedule the unused statutory holiday entitlement or pay out the unused statutory holiday pay.

14.02 In the event an Employee is called to work on a statutory holiday that they have not been scheduled to work, then all work performed on a Statutory Holiday shall be compensated for at two times (2x) the Employee's standard hourly rate, but in such cases, no compensating time off shall be taken or allowed.

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

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

14.05 Any Employee working on a statutory holiday listed in Article 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 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 firefighters working under the Two Platoon system (182 duty shifts per year).

ARTICLE 15. LEAVE OF ABSENCE

15.01 Any Employee desiring leave of absence without pay may be granted such leave insofar as the regular operation of the Department will permit provided reasonable notice is given to the Fire Chief. Such leave of absence shall not exceed what in the opinion of the Employer is a reasonable period of time.

15.02 An Employee shall not earn (accrue) vacation, sick leave and statutory holiday entitlements while on an unpaid leave of absence that exceeds thirty (30) consecutive days. However, seniority shall continue to accrue while on such leave of absence.

ARTICLE 16, SICK LEAVE

16.01 The following schedule of sick leave entitlement applies to all permanent full-time Employees:

- | | | |
|-----|---|---|
| (a) | During an Employee's first calendar year of employment | 10 hours per month of completed service |
| (b) | From the 2 nd year of employment to retirement | 360 hours per year (30 hours per month) |

16.02 Where in any year an Employee has not taken all the sick leave they are entitled to under the foregoing schedule, they shall be entitled to an accrual of fifty percent (50%) of such unused sick leave into a sick leave bank for their future benefit, but in no event shall such accrued sick leave exceed a banked maximum of 1440 hours.

16.03 Sick leave without pay may be granted at the sole discretion of the Employer to an Employee who does not qualify for sick leave with pay, or who is unable to return to work at the termination of the period for which sick leave with pay may be granted under these regulations.

16.04 In the event of the death of any permanent Employee, the Employer shall grant to the immediate dependents or executors or administrators of the Estate of such Employee a sum equal to an additional six (6) weeks' salary or wages, computed from the date of death, and calculated at the rate to which they were entitled at the date of their death.

16.05 The Employer reserves the right to require satisfactory proof of illness before any sick leave is granted.

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

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

- (a) benefits received from the Employer as sick leave under Article 16 (Sick Leave); or

- (b) benefits received from a court action and designated as compensation for loss of wages, whichever is less.

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

ARTICLE 17, MATERNITY AND PARENTAL LEAVE

For this Article "parent" includes a natural, adoptive, or same sex parent

17.01 Length of Leave

(i) Maternity Leave

A pregnant Employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave. In the event the birthing parent dies or is totally disabled, an Employee who is a parent of the child shall be entitled to both maternity and parental leave without pay.

(ii) Parental Leave

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

(iii) Extensions – Special Circumstances

An Employee shall be entitled to extend leave without pay where a physician certifies:

- (a) the birth parent is unable to return to work for medical reasons related to the birth;
- (b) the parent is unable to return to work because the child suffers from a physical, psychological, or emotional condition requiring an additional period of parental care.

(iv) Maximum Allowable Leave

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be seventy eight (78) continuous weeks plus any other additional leave pursuant to 17.01(iii).

(v) Additional Parental Leave

The Employee is entitled to any additional parental leave as outlined in the BC Employments Standards Act.

17.02 Notice Requirements to Commence 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 adoption of a child, the Employee shall provide as much notice as possible.
- (iii) Where the duties of a pregnant Employee cannot reasonably be performed because of the pregnancy, an appropriate accommodation shall be explored between the Parties prior to the Employer requiring the pregnant Employee to commence maternity leave before their scheduled leave. In such cases, the Employee's previously scheduled leave period will not be affected.
- (iv) 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.

17.03 Return to Work

- (i) 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.
- (ii) An Employee who takes maternity leave described in 17.01 (i) 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.
- (iii) On resuming Employment, an Employee shall be reinstated to their previous position or a comparable position if their previous position has been eliminated.
- (iv) For the purposes of pay increments and the accumulation of Sick Leave, Vacation and Statutory Holiday entitlements, maternity and parental leave shall be counted as service during the period where an Employee is in receipt of SEIB.

17.04 Sick Leave

- (i) An Employee who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.
- (ii) An Employee while on maternity leave or parental leave shall not be entitled to use sick leave during the period of leave.
- (iii) Notwithstanding (ii), an Employee on maternity leave or parental leave who has notified the Employer of their intention to return to work pursuant to Article 17.02 (iv) and (v) 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 use accrued sick leave benefits commencing on the first day on which the Employee would otherwise have returned to work.

17.05 Benefits

- (i) Dental, EHB and Group Life Insurance benefits shall continue uninterrupted during the period of time the Employee is on maternity or parental leave and the Employee shall make arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost shared.
- (ii) Pension contributions will be as per the provisions of the Municipal Pension Plan.

17.06 Supplementary Employment Insurance Benefits [SEIB]

- (i) 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.
- (ii) Birthing parents who are entitled to maternity leave as provided in Article 17 of the collective agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (iii) 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.
- (iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefits plus any other earnings received by an Employee and 100 percent (100%) of their gross weekly earnings and is paid the first seventeen (17) weeks of leave, which includes the one (1) week Employment Insurance waiting period, provided the Employee continues to receive Employment Insurance benefits.
- (v) Should an Employee resign prior to the expiration of their maternity or parental leave, or fail to remain an the Employee 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 prorated basis.
- (vi) 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.
- (vii) 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 circumstances, will be responsible for any payback arising from changes to or the application of the tax regulations.

17.07 Seniority

Seniority shall continue to accrue to the credit of the Employee taking leave under this Article.

ARTICLE 18, GRIEVANCE COMMITTEE

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

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

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

ARTICLE 19, GRIEVANCE PROCEDURE

19.01 Officers of the Union shall be recognized by the Employer and shall be entitled to act in the processing of any grievance under this Agreement without loss of pay in accordance with Article 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 Fire Chief within thirty (30) days of its occurrence. Should the Fire Chief be unable to settle the difference within three (3) working days, they shall submit the grievance to the Grievance Committee.
- (b) The Grievance Committee will meet within seven (7) working days after receipt of the grievance from the Fire Chief and make every effort to settle the grievance.
- (c) Should this body fail to satisfactorily adjust the difference within seven (7) working days, the grievance shall be submitted to a Board of Arbitration.
- (d) The Board of Arbitration shall consist of one (1) representative of the Employer and one (1) representative of the Union. If either Party fails to name a representative within ten (10) days, the other Party may make application to the Minister of Labour who may appoint some person to be the representative on behalf of the Party so failing to name a representative. These two (2) representatives shall name a third member who shall be 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) With respect to time limits specified in Article 19.02, neither Party shall unreasonably deny an extension based upon bona fide reasons.
- (h) By mutual agreement of the Parties a single arbitrator may be appointed to hear and render a decision on a grievance in the place of a Board of Arbitration.

19.03 Because of the necessity of maintaining a full staff at all times at the halls, the Union will name two (2) Union officers to adjust its local grievances. These names are to be given to the Fire Chief. By applying to the Fire Chief, these representatives of the Union may be relieved from duty by any other firefighter, if in the opinion of the Fire Chief, 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. EXTENDED HEALTH CARE & DENTAL BENEFITS

21.01 Extended Health Care

In consideration of any Employee contributing twenty percent (20%) of the monthly cost of the Employee's participation in Extended Health Benefits coverage, the Employer shall contribute the remaining eighty percent (80%) of the said monthly cost.

21.02 Extended Health Care

Extended Health Care Benefits coverage shall be an unlimited lifetime reimbursement amount including:

- (a) 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) hearing aids to a maximum of five hundred dollars (\$500.00) every five (5) years;
- (c) eye examinations for each Employee and their dependents to a maximum of **one hundred and twenty-five dollars (\$125)** per Employee and eligible dependent every two (2) years.
- (d) The practitioner coverage shall be:
 - (i) Chiropractor **five hundred dollars (\$500)** per calendar year;
 - (ii) Naturopath **five hundred dollars (\$500)** per calendar year;
 - (iii) Massage Therapist **five hundred dollars (\$500)** per calendar year;
 - (iv) Physiotherapist **five hundred dollars (\$500)** per calendar year;
 - (v) Athletic Therapist **five hundred dollars (\$500)** per calendar year.
 - (vi) **Psychological Services fifty-five hundred dollars (\$5500) at one hundred percent.**

21.03 Dental

- (a) The Employer shall maintain a Dental Plan which shall provide for the payment of one hundred percent (100%) of claims under Plan "A" (basic services) and fifty percent (50%) under Plan "B" (prosthetic appliance and crown and bridge procedures). The Employer shall pay 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.
- (b) The Dental plan shall also include a Plan "C" Orthodontia coverage at fifty per cent (50%) reimbursement to a lifetime maximum of Five Thousand dollars (\$5,000.00) per person for each permanent Employee and their dependents.

21.04 Effective Date of Benefit Coverage

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

21.05 Maintenance of Benefit Coverage

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

ARTICLE 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 **three times (3x)** such Employee's annual salary, adjusted January 1st of each year based upon the Employee's rate of pay on the previous December 31st, rounded upward to the next highest thousand, plus accidental death and dismemberment coverage as set out below and, should the Employee desire, such optional insurance as may be provided by the carrier.
- (b) The Employer shall pay 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.

22.02 Effective Date of Benefit Coverage

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

22.03 Maintenance of Benefit Coverage

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

ARTICLE 23. MUNICIPAL PENSION

23.01 Municipal Pension Plan

Effective January 1, 2023, all Employees shall participate under the group 5 Municipal Pension Plan, subject to the terms and conditions of such plan, effective the first day of employment.

23.02 Special Agreement

Effective January 1, 2023, The Employer shall pay to all Employees enrolled in the Municipal Pension Plan Group 5 a Supplemental Pension Allowance (SPA) of 0.56% of pensionable earnings to be directed to a group tax free savings plan (Group TFSA) to be set up and administered by the Union at no cost to the Employer. The payment will be recorded on each Employee's biweekly pay cheque in lieu of participation in the Special Agreement.

Until December 31, 2022, the Employer shall pay two and one-half percent (2.5%) of basic salary into the Municipal Pension Plan fund and the Employees shall contribute a further two percent (2%) to the same fund, all in accordance with the terms of an agreement entered into between the Municipal Pension Plan and Corporation of the Township of Esquimalt on November 10, 1997.

ARTICLE 24. RETIREMENT

24.01 The maximum retirement age for every Employee of the Department covered by this Agreement, without exception, shall be age sixty (60). Employees of the Department, without exception shall be required to retire from employment effective the end of the calendar month in which the Employee reaches their sixtieth (60th) birthday.

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

24.03 Excess Pension Plan Contributions

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

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

ARTICLE 25, PENSION BUY BACK

25.01 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 26, FIRST AID

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

Employer.

ARTICLE 27. IN-SERVICE TRAINING

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

27.02 (a) All employees of the bargaining unit shall have fair and adequate access to training which is directly related to eligibility for promotion within the meaning of the Promotional Policy of the Department, provided, however, that where availability is limited, a right of first refusal to such training shall be granted in order of seniority of those eligible for promotion to the rank to which the particular training is a requisite.

(b) Training (other than re-certification training) not directly related to promotion shall be posted and designated as such.

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

27.03 The rate of pay for all training of an Employee while "off-shift" (beyond their normal platoon scheduled hours of work) shall be at straight time **and will be placed in a time off in lieu (TOIL) leave bank to be taken as scheduled time off work at the request of the Employee**, 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.

An Employee may accumulate up to a maximum of forty-eight (48) hours in their time off in lieu (TOIL) bank. When an Employee's bank has reached the maximum, any in-service training taken while off shift will be paid at straight time.

At any time, an Employee may request a pay-out of some or all of their time off in lieu (TOIL) bank, and all requests will be given reasonable consideration and will be approved if financially feasible.

Time off in lieu (TOIL) leave being paid out will be in alignment with the Employee's regular rate of pay as per Schedule "A".

27.04 An employee (excluding Officers and Training Officer) who is designated by the Employer to provide specialized training to other employees shall be paid at the rank of Lieutenant for such time spent in the formal presentation of the specialized knowledge to the other employees of this bargaining unit.

ARTICLE 28, BEREAVEMENT LEAVE

- 28.01 In the event of death to a member of an Employee's immediate family, as defined in Article 28.03 herein, the Employee shall be granted, upon request, a **paid** leave of absence deemed appropriate by the Fire Chief, or in their absence, by the officer who is acting for them, 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 **traveling** time deemed reasonable by the Fire Chief if the burial takes place elsewhere.
- 28.02 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.
- 28.03 In this Article "immediate family" **shall mean spouse, children in-law, and the following relations of either the Employee or the Employee's spouse: children; parents; guardian; siblings; niblings; piblings; grandchildren; grandparents, or any other relative living in the same residence as the Employee.**

ARTICLE 29, WORKERS' COMPENSATION AND MEDICAL ATTENDANCE

- 29.01 Where an Employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and they are entitled to compensation therefore under the Workers' Compensation Act, they shall not be entitled to use their sick leave credits for time lost by reason of any such disability.
- 29.02 All monies received by an Employee by way of compensation for loss of wages under the said Act shall be paid to the Employer in return for which the Employer shall pay the Employee the full amount of their wages to which they would have been otherwise entitled but for a disability suffered or incurred by them, aforesaid.
- 29.03 Notwithstanding Article 29.01 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).
- 29.04 In the event that an Employee was acting in a higher capacity (pursuant to the provisions of Article 7) at the time the injury was sustained, then "normal net take-home pay" shall be calculated based upon the rate in effect for the higher capacity class or rank. Similarly, in the event that an Employee was scheduled to act in a higher capacity at any time during the period of the compensable absence, then for such period(s) that 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.

- 29.05 (a) An Employee who is required to attend while off-duty at a medical facility for initial treatment and/or testing relative to a potential job-related exposure to a serious infectious disease, such as, but not limited to, tuberculosis, hepatitis or HIV, shall receive a minimum of three (3) hours compensation at the Employee's regular rate of pay for such attendance, to be taken as time off work subject to the operational requirements of the Department.
- (b) In addition, an Employee who is required to attend follow-up treatment or testing at the direction of a physician, while the Employee is off-duty, shall be compensated at the Employee's regular rate of pay for a minimum of three (3) hours per treatment or test, to be taken as time off work subject to the operational requirements of the Department.

ARTICLE 30. TECHNOLOGICAL CHANGE

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

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

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

ARTICLE 31. PROMOTIONAL POLICY AND PROCEDURE

31.01 The promotional procedure for Employees of the Department shall be that as set out in Schedule "D" attached to this Collective Agreement.

ARTICLE 32. MANAGEMENT RIGHTS

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

ARTICLE 33. LEAVE FOR UNION BUSINESS

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

ARTICLE 34. WITNESS DUTY

34.01 Any permanent Employee who is required to attend as a witness in any legal or quasi-legal proceeding, which attendance is related directly or indirectly to 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 35. JURY DUTY

35.01 Any permanent 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, excluding monies for expenses.

ARTICLE 36. EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS AND STATUTORY HOLIDAYS

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

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

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

ARTICLE 37 CLASS 3 MEDICAL EXAMINATION

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

ARTICLE 38 INDEMNIFICATION

38.01 Employees shall be indemnified against claims for damages in accordance with the Employer's Indemnification By-law (No. 1878 consolidated and adopted February 22, 1988) including any amendments which shall be attached to and form part of this Agreement.

ARTICLE 39 LINE OF DUTY DEATH SERVICES

39.01 In the event of a Member's Line of Duty Death the Employer will contribute up to two (2) months' salary of a 1st Class Firefighter towards the costs incurred to provide a full honours Line of Duty Death service for any Employee covered by and presently enjoying the benefits provided for in this Agreement, whose death has been attributed to the work they perform and has been ruled by WCB as compensable.

39.02 Such services will be in keeping with the IAFF and CAFC accepted protocols. This service, ceremony and other events associated with the ceremony shall be coordinated and collaborated on together, with a committee consisting of a family representative, the Association designate, and the Fire Chief or designate and as determined acceptable by family.

39.03 Any costs of such services over and above the two months as outlined in clause 39.01 above will be assumed by IAFF Local 4264.

ARTICLE 40. CONTRACTING OUT

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

ARTICLE 41, PERSONAL EXCHANGE

Any Employee seeking to change and/or exchange hours or shifts of work with another Employee may do so with the permission of their supervisor provided staffing levels are maintained. The Employer will not be responsible for managing the shift exchanges between Employees.

ARTICLE 42, OPERATIONAL GUIDELINES

Any new or amended Operational Guidelines (OG's) created after date of ratification will be provided to the Union, by the Township of Esquimalt Fire Chief, for input two weeks prior to implementation.

ARTICLE 43 JOINT UNION MANAGEMENT HEALTH AND WELLNESS COMMITTEE

A Joint Union Management Health and Wellness Committee shall be established consisting of not more than two (2) representatives of the Employer and two (2) representatives of the Union. Any matter relating to the improvement of Health and Wellness of members, excluding any matter subject to the grievance procedure, may be referred to the Joint Union Management Health and Wellness Committee for discussion and recommendations to the leadership to the Township of Esquimalt Fire Department. Either party may request that a meeting be convened, but there will be no fewer than four meetings per year (one each quarter)

ARTICLE 44 TRANSFER OUT OF THE BARGAINING UNIT

- a) An Employee promoted out of the bargaining unit may, within twelve (12) months of the promotion date, 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 in which they were appointed.
- b) An Employee promoted out of the bargaining unit shall retain the right to return to their former ranked position for up to twelve (12) months from the date of promotion without loss of seniority.

ARTICLE 45 SHIFT TRANSFER

In the event of a shift transfer, the Employer agrees to protect the Employee's approved leave selections by scheduling leave on the new shift as close as practical to what was previously approved.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be signed on this ___ day of _____, 2022.

FOR THE EMPLOYER:

FOR THE UNION:


BOARD CHAIR, GVLRA


PRESIDENT, IAFF LOCAL 4264


BOARD DIRECTOR, GVLRA


SECRETARY, IAFF LOCAL 4264


EXECUTIVE DIRECTOR, GVLRA

SCHEDULE "A" - WAGE SCHEDULE

Classification	Index Factor	2020-01-01 - +2.50%				
		Monthly	Biweekly <i>Monthly x 12 divided by 26.089286</i>	Hourly <i>Monthly divided by 182</i>	Overtime <i>Hourly x 1.5</i>	Doubletime <i>Hourly x 2.0</i>
		\$	\$	\$	\$	\$
Firefighter Probationer	65%	5,490.00	2,525.17	30.16	45.24	60.32
Firefighter 4th Class	75%	6,335.00	2,913.84	34.81	52.22	69.62
Firefighter 3rd Class	80%	6,757.00	3,107.94	37.13	55.70	74.26
Firefighter 2nd Class	90%	7,601.00	3,496.15	41.76	62.64	83.52
Firefighter 1st Class	100%	8,446.00	3,884.81	46.41	69.62	92.82
Firefighter 1st Class (comp. 10th year)	103%	8,699.00	4,001.18	47.80	71.70	95.60
Firefighter 1st Class (comp. 15th year)	106%	8,953.00	4,118.01	49.19	73.79	98.38
	112% of 10 th year	9,743.00	4,481.38	53.53	80.30	107.06
Lieutenant						
	122% of 10 th year	10,613.00	4,881.54	58.31	87.47	116.62
Captain						

NOTE: It is agreed that when a member is required by management to act in the excluded position of Assistant Chief, they will be paid 132% of the 10th year rate of pay for all the time so acting in that position while remaining in the bargaining unit.

SCHEDULE "A" - WAGE SCHEDULE

Classification	Index	2021-01-01 - +2.50%				
	Factor	Monthly	Biweekly	Hourly	Overtime	Doubletime
			<i>Monthly x 12</i>	<i>Monthly</i>	<i>Hourly</i>	<i>Hourly</i>
			<i>divided by</i> <i>26.089286</i>	<i>divided by</i> <i>182</i>	<i>X 1.5</i>	<i>X 2.0</i>
		\$	\$	\$	\$	\$
Firefighter Probationer	65%	5,627.00	2,588.19	30.92	46.38	61.84
Firefighter 4th Class	75%	6,493.00	2,986.51	35.68	53.52	71.36
Firefighter 3rd Class	80%	6,926.00	3,185.68	38.05	57.08	76.10
Firefighter 2nd Class	90%	7,791.00	3,583.54	42.81	64.22	85.62
Firefighter 1st Class	100%	8,657.00	3,981.86	47.57	71.36	95.14
Firefighter 1st Class (comp. 10th year)	103%	8,917.00	4,101.45	48.99	73.49	97.98
Firefighter 1st Class (comp. 15th year)	106%	9,176.00	4,220.58	50.42	75.63	100.84
	112% of 10 th year	9,987.00	4,593.61	54.87	82.31	109.74
Lieutenant						
	122% of 10 th year	10,879.00	5,003.89	59.77	89.66	119.54
Captain						

NOTE: It is agreed that when a member is required by management to act in the excluded position of Assistant Chief, they will be paid 132% of the 10th year rate of pay for all the time so acting in that position **while remaining in the bargaining unit.**

Annual wage increases which result in, and based on, first-class fire fighter being paid 100% of the prevailing (most common or “modal”) rate in the “comparable municipalities” as set out below. All other classifications will be adjusted accordingly.

“Comparable municipalities” for the purpose of this agreement are: Central Saanich, Oak Bay, Saanich, Sooke and Victoria.

- a) Schedule A of the Collective Agreement will be revised to reflect these increases.
- b) Retroactive payments including pension contributions resulting from the General Wage Adjustments shall be processed as soon as possible, but no later than thirty (30) days following the date of ratification and shall apply to an include all employees who, at the time of processing such payments, have retired or are no longer working for the Employer but were employed during the term of this Agreement.
- c) Union dues will be processed retroactively.

SCHEDULE "B" - DEATH AND DISABILITY SUPPLEMENT

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

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

- (a) any Workers' Compensation Pension, Canada Pension or other pension or annuity or Municipal Pension Plan or Employer sickness and accident plan payments not personally contracted for by the Employee or their family, or any Criminal Injuries Compensation Award shall be paid, assigned or delivered to the Employer by the Employee, or such other equivalent arrangements as may be mutually agreed upon by the Parties; and that,
 - (b) if an Employee recovers, is gainfully employed or receives remuneration there from which is less than the Employee would be entitled to receive under this Agreement, such amount together with any monies derived from Subsection 2(a) above shall be paid, assigned or delivered to the Employer by the Employee, or such other equivalent arrangements which may be mutually agreed upon by the Parties hereto; and that,
 - (c) if the Employee recovers, is gainfully employed and receives remuneration from said employment which is in excess of that which the Employee would be entitled to be paid under the terms of this Agreement, the responsibility of the Employer under this Section shall cease and determine.
 - (d) The amount of pay referred to in Subsection 2(b) above and the amount of full pay referred to in Sections 1 and 2 of this Schedule "A", Part VI shall be determined by the Parties to this Agreement, and in making this determination, the gross pay of the Employee involved shall be reduced by the normal deductions for Canada Pension Plan, Income Tax according to the Employee's exemptions, or, in the case of a deceased Employee, according to their widow(er)'s exemptions, and such other deductions as the Parties may determine.
3. In any instance in Sections 1 and 2 above where the widow(er) is mentioned, it is to be interpreted as including common-law spouse.

SCHEDULE "C" - SENIORITY LIST

(2022)

	Name	Seniority Date
1	Saladana, Troy A.	January 1, 2003
2	Rosales, Angelo A.	January 1, 2003
3	Buie, Christopher D.	June 22, 2003
4	Halliday, Alexander B.	December 11, 2003
5	Ralph, Mark A.	December 13, 2003
6	*Hutchinson, Jason E.	December 21, 2004
7	Shields, Kevin	May 1, 2006
8	*Carragher, Christopher	June 23, 2008
9	Zado, Andrew	January 21, 2009
10	*Payne, Corey	November 30, 2009
11	Williams, Morgan	January 3, 2011
12	Harvey, Tyler	January 3, 2011
13	Chung, David	October 12, 2011
14	Owens, Sean	August 16, 2012
15	Walton, Trevor	June 26, 2013
16	Brunton, Drew	April 15, 2015
17	Landry, Matt	April 29, 2015
18	Luch, Andrew	August 19, 2015
19	Holmes, Kahlil	August 26, 2015
20	Gow, Tyler	September 2, 2015
21	McMillan, Scott	November 4, 2015
22	Seivewright, Jason	May 15, 2017
23	MacPhail, Reed	August 28, 2017
24	Polson, Cam	August 7, 2020
25	Hrasky, Kielan	September 27, 2021
26	McElroy, Chris	April 5, 2022
27	Hammond, Lucas	April 5, 2022

**for the purposes of vacation entitlement and wage increase these members have accumulated hours as relief firefighters. For the purposes of these calculations these are the dates used:*

*Hutchinson, Jason E. – August 9, 2004,

*Carragher, Christopher – March 26, 2008,

*Payne, Corey – May 21, 2009

SCHEDULE "D" - PROMOTIONAL POLICY

Promotions shall be awarded to the most senior qualified candidate.

Opportunity to achieve the qualifications required within this Schedule shall be offered by seniority and be reasonably made available to Employees over the course of their career so that Employees may qualify for promotion.

Probationary to First Class Firefighter:

1.1 Eligibility for Promotion

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

1.2 Selection Board

All firefighter promotional and incremental examinations will be conducted by the Assistant Fire Chief.

1.3 Examination Standards

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

1.4 Examination Procedure

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

First Class to 15-year Qualified:

2.1 10th Year of Service

Firefighters who have completed their 10th year of service shall receive 103% of the First Class Firefighter rate provided they have met qualifying standards in the following core disciplines:

- (a) Confined space rescue;
- (b) ROCO1;
- (c) NFPA 1002 (EVO) Emergency Vehicle Operations;
- (d) NFPA Hazmat Operations; and
- (e) Incident Command 200

2.2 15th Year of Service

Firefighters who have completed their 15th year of service shall receive 106% of the Firefighters First Class rate, with qualifying standards being a minimum of successful completion of the NFPA (BC) Fire Officer Level 1.

Firefighter to Captain:

3.1 Entry into the acting Captains mentorship pool

The two most senior qualified firefighters outside of the Captains Eligibility Pool will be included in the acting Captains mentorship pool.

Members of the Captains mentorship pool shall learn all the duties of a Captain under the supervision of a Captain.

Pool seniority time will be calculated on the basis of time in the pool.

Candidates for inclusion in the Captain's mentorship pool shall be:

- (a) First class firefighters, with five years' service with Esquimalt Fire Rescue. The right of first refusal will be offered by seniority.
 - (i) If no firefighters meet the above criteria, then 1st Class Firefighters will be eligible to apply. The right for first refusal will be offered by seniority.
- (b) On the Approved Driver's list for Esquimalt Fire Rescue.
- (c) Within 12 months of admission into the acting Captain's mentorship pool the following courses and standards must be obtained:
 - (i) Emergency Scene Management
 - (ii) Incident Command Systems 200
 - (iii) NFPA 1001, Level 2 (Firefighter Level 2)
 - (iv) NFPA 1041, Level 1 (Fire Service Instructor Level 1)

- (d) **Candidates shall obtain a satisfactory rating in all categories in their most recent performance appraisal. Yearly performance appraisals shall be conducted by the platoon Captain with input from the Fire Chief/Assistant Chief.**
 - (i) **In the event a member wishes to appeal their assessment, another Assistant Chief shall conduct an appeal process with the Fire Chief or Assistant Chief. There will be a provision for the member and/or the Assistant Chief to address the Appeal Board. The member appealing the appraisal may have a Union representative present.**

3.2 Entry into the Captain's Eligibility Pool

The most senior qualified member of the Captain's mentorship pool shall enter the Captain's Eligibility Pool when a vacancy occurs.

- (a) **Prior to admission into the Captain's eligibility pool the following courses and standards must be obtained:**
 - (i) **Emergency Scene Management II**
 - (ii) **In addition, the completion of the following accredited standards:**
 - **NFPA 1021, Level 1 (Fire Officer 1)**
- (b) **Candidates shall obtain a satisfactory rating in all categories in their most recent performance appraisal. Yearly performance appraisals shall be conducted by their Assistant Chief with input from the Chief/Assistant Chief.**
 - (i) **In the event a member wishes to appeal their assessment, another Assistant Chief shall conduct an Appeal Process with the Fire Chief. There will provision for the member and/or the Assistant Chief to address the appeal board. The member appealing the appraisal may have a Union representative present.**
- (c) **Examination Procedure**
 - (i) **All qualified applicants will be given a study package identified by the Fire Chief. The applicants will have 60 days in which to prepare for the oral evaluation.**
 - (ii) **The oral exam, conducted by the Fire Chief or designate, will stem from the Operational Guidelines, fire codes, and municipal fire bylaws.**
 - (iii) **Oral exams will be conducted within ninety (90) days of receiving the study package.**

3.3 Captain's Pool

To maintain their position in the Captain's Eligibility Pool all firefighters shall:

- (a) **Accumulate seniority time within the pool. Pool seniority time will be calculated on the basis of days in the pool.**

- (b) Maintain a satisfactory rating in all categories in the most recent performance appraisal.
 - (i) **Candidates shall obtain a satisfactory rating in all categories in their yearly performance appraisals** conducted by the **assigned** Assistant Chief with input from the Fire Chief/Assistant Chief.
 - (ii) **In the event a member wishes to appeal their assessment, another** Assistant Chief shall conduct the appeal with the Chief. There will provision for the member and/or the Assistant Chief to address the **Appeal Board**. The member appealing the appraisal may have a Union representative present.
- (c) Take at least 3 courses every 2 years in the Fire Officer program, with at least one course per year until **the completion of Fire Officer II**. The member must indicate how many courses will be taken by Jan 1st each year. The classroom and practical courses will be offered on a pool seniority basis. If a member fails to comply with this section, then that member will have to exit the pool and will cease in accumulating pool seniority time. In exceptional circumstances the Fire Chief may allow a deferral of Justice Institute distance learning courses for one semester.
 - (i) If a member is unsuccessful in obtaining a passing mark in any of the required fire officer courses, that member will be required to retake the course in the next available semester, or for non-distance education courses as soon as feasible, both at the department's expense. This member will continue to gain seniority within the pool.
 - (ii) If a member is unsuccessful in obtaining a passing mark on the second time, then that member will have to exit the pool and will cease in accumulating seniority time within the pool.
 - (iii) This member may retake the course on their own time and expense. Once they receive a passing mark, they can now re-enter the pool. The amount of pool seniority time that they had accumulated upon exiting will determine placement in the pool. If there is a tie in the amount of pool service then it will defer to department's seniority.
 - (iv) Refusing/declining to take, turning down, cancelling, or fail to complete a course will be the same as being unsuccessful in a course.
- (d) Choose and complete **28 hours of leadership or conflict resolution training**. These courses will be paid for by the department, but will be taken on the member's own time.
- (e) Successfully pass a yearly tabletop evaluation. The pass mark shall be 70%. The evaluation shall be similar to that of the Emergency Scene Management II evaluation. Either the Chief or Assistant Chief will conduct the tabletop evaluation. It can be completed anytime within each calendar year as per the

schedule of the member and the Chief or Assistant Chief. If the member is unsuccessful in the evaluation, the evaluation can be retaken after 30 days. Each member may retake the evaluation two times within a calendar year.

3.4 Eligibility for Promotion

- (a) All promotions to Captain shall be made from the Captain's Eligibility Pool, which shall consist of four positions.
- (b) A member in the pool shall not be confirmed promoted to Captain unless they have (completed all of their requirements):
 - (i) Completed the NFPA (BC) Fire Officer Level 1 and 2.
 - (ii) Completed the **28 hours of leadership or conflict resolution training.**
 - (iii) Successfully pass an oral interview on a one-time basis. The Interview Panel shall consist of the Fire Chief, Assistant Chief and another Director/Manager from the Township. The pass mark shall be 70% in the oral interview. The oral interview shall be scheduled each year and members are to indicate by January 1st if they intend to do the oral interview that year. Study materials for the interview will be supplied and/or identified 90 days in advance of the scheduled interview.
 - (iv) Obtained a satisfactory rating in all categories in the most recent performance appraisal.
 - (v) Successfully completed (70%) a yearly tabletop evaluation (two years consecutively).

3.5 Promotion to Captain

- (a) When there is a vacancy for a Captain, promotion will be via the seniority number within the eligibility pool, having met the requirements of 2.4(b) above.
- (b) A member can be appointed as an acting Captain until completion of their requirements. If a member appointed to such acting position is unsuccessful in completing their requirements, the appointment of acting Captain will be rescinded and they will exit the pool **after 12 months, provided there is reasonable opportunity and availability to complete the courses.** The next senior person in the Captain's Eligibility Pool will be appointed as an acting Captain (if they have not completed their requirements) or promoted to fill the vacant position.

3.6 Platoon Assignments

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

3.7 Leave of Absences (LOA)

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

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

3.8 Exception for advanced courses

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

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

3.9 Effect of Re-entry into a Pool

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

LETTER OF UNDERSTANDING NO. 1

BETWEEN

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

AND

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

Joint Union-Employer Committee – Pensions

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

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be signed on this ____ day of _____, 2022.

FOR THE EMPLOYER:


BOARD CHAIR, GVLRA


BOARD DIRECTOR, GVLRA


EXECUTIVE DIRECTOR, GVLRA

FOR THE UNION:


PRESIDENT, IAFF LOCAL 4264


SECRETARY, IAFF LOCAL 4264

