

# **COLLECTIVE AGREEMENT**

*between the*

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 18**

(hereinafter called "Vancouver Firefighters")

*and the*

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 15**

**Vancouver Municipal, Education and Community Workers  
(hereinafter called "the Union")**

**January 1, 2016 – December 31, 2019**

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*between the*

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 18**

**VANCOUVER FIRE FIGHTERS**

*and the*

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15 - VMECW**

**(Vancouver Municipal, Education and Community Workers)**

## **TABLE OF CONTENTS**

1.	DEFINITIONS.....	1
2.	TERM OF THE AGREEMENT .....	2
3.	UNION SECURITY .....	3
4.	RIGHTS OF MANAGEMENT.....	3
5.	REMUNERATION .....	3
5.1	Salary Schedule .....	3
5.2	Derivation of Bi-weekly and Monthly Rates .....	3
5.3	Acting in Senior Capacity .....	4
6.	OVERTIME, CALL-OUT, STANDBY AND MEAL BREAKS .....	4
6.1	Overtime .....	4
6.2.	Callout .....	5
6.3.	Meal Breaks.....	6
7.	VACATIONS AND PUBLIC HOLIDAYS.....	7
7.1	Vacations.....	7
7.2	Supplementary Vacation.....	9
7.3	Public Holidays .....	9
8.	EMPLOYEE BENEFITS .....	11
8.1	Entitlement to Benefits .....	11

8.2	Medical Coverage.....	11
8.3	Group Life Insurance .....	12
8.4	Dental Services Plan .....	12
8.5	Same Sex Benefit Coverage.....	13
8.6	Sick Leave and Gratuity Plan.....	13
8.7	Compassionate Leave .....	17
8.8	Maternity and Parental Leave .....	18
8.9	General Leave of Absence .....	21
8.10	Court Attendance and Jury Duty .....	23
8.10.1	Absence from Duty of Union Officials .....	24
8.11	Credit Unions - Payroll Deductions .....	25
8.12	Resignation and Re-employment.....	25
8.13	Municipal Pension Plan or Public Sector Pension Plans Act.....	26
8.14	Group RRSP.....	26
9.	WORKING CONDITIONS.....	26
9.1	Work Week.....	26
9.1.1	Daily Guarantee.....	27
9.2	Posting Positions and Filling Vacancies.....	27
9.3	Seniority .....	28
9.4	Seniority List .....	29
9.5	Loss of Seniority .....	29
9.6	Role of Seniority in Promotions, Transfers, and Staff Changes.....	29
9.7	Trial Period .....	30
9.8	Probationary Period for Newly Hired Employees .....	30
9.9	Layoffs and Bumping .....	30
9.10	Recall .....	31
9.11	Personnel Records .....	32

9.12	Discipline, Suspension and Discharge .....	33
9.13	Security and Monitoring Equipment .....	33
9.14	Employees with Disabilities.....	33
9.15	Occupational Health and Safety.....	33
10.	GRIEVANCE PROCEDURE .....	34
10.1	Grievances .....	34
10.2	Policy Grievances .....	35
10.3	Suspension or Dismissal .....	36
10.4	Variations .....	36
11.	TECHNOLOGICAL CHANGE .....	36
12.	EMPLOYMENT EQUITY .....	37
13.	AGREEMENT AS TO CONDITIONS NOT MENTIONED.....	38
14.	OCCUPATIONAL HEALTH PLAN .....	38
15.	HUMAN RIGHTS.....	38
16.	CONSULTATION COMMITTEE .....	38
17.	TRAINING .....	38
	SCHEDULE "A" .....	40



THIS AGREEMENT made and entered into as of January 1, 2016

BETWEEN:

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 18**

**VANCOUVER FIRE FIGHTERS**

(hereinafter called "the Employer")

OF THE FIRST PART

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15**

(Vancouver Municipal, Education and Community Workers)

(hereinafter called "the Union")

OF THE SECOND PART

WHEREAS:

- A. The Employer is an employer within the meaning of the Labour Relations Code of British Columbia;
- B. The Labour Relations Board has certified that the Union is the bargaining agent for the employees in a unit composed of:
  - (1) inside workers without limiting the generality of the foregoing composed of clerical, (including administrative).

THIS AGREEMENT shall constitute the wages and working conditions for the employees of the Employer covered by this Agreement.

**1. DEFINITIONS**

The following terms defined in this clause unless otherwise specifically provided herein, shall have for the purposes of this Agreement the meanings hereinafter specified and replace all existing definitions:

- i. "Regular Full-Time Employee" means an employee who is employed on a full-time basis for thirty-five (35), thirty-seven and one-half (37½), forty (40) or such other number of weekly hours, as is recognized in this Agreement as normal for a particular class of positions, for an indefinite period of time.
- ii. "Regular Part-Time Employee" means an employee who is employed on a regular part-time schedule of core weekly hours which is a minimum of fifty percent (50%) of the recognized number of hours constituting full-time employment for a particular class of positions, for an indefinite period of time.

Wherever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine wherever the context so requires.

Where the reference to Secretary-Treasurer is used in this agreement the same shall be deemed to include "or one of the other Principal Officers in the absence of the Secretary-Treasurer."

## 2. TERM OF THE AGREEMENT

This Agreement shall be for a term of **four (4) years** with effect from **January 1, 2016 to December 31, 2019** both dates inclusive. Should either party at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until:

- (a) the Union lawfully strikes in accordance with the provisions of the Labour Relations Code; or
- (b) the Employer lawfully locks out in accordance with the provisions of the Labour Relations Code; or
- (c) the parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever occurs first.

It is understood and agreed between the Employer and the Union that the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code is hereby excluded from and shall not be applicable to this Agreement.

### **3. UNION SECURITY**

All present employees who are now members of the Union shall remain members of the Union. All persons employed on or after 1 January 2005, shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.

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. This deduction shall become effective immediately upon commencement of employment. Deductions shall be made in respect of all subsequent months provided an employee works any part of the month.

### **4. RIGHTS OF MANAGEMENT**

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this contract, always provided that in the exercise of the aforementioned management rights there shall be no discrimination.

### **5. REMUNERATION**

#### **5.1 Salary Schedule**

- (a) The scale of remuneration set out in Schedule "A". Any changes in salary rates or the classifications as outlined in Schedule "A" shall not be put into effect until the Union Executive Designate and the Bargaining Committee of the Union have been consulted.
- (b) Where anomalies as submitted during negotiations are not concluded to the satisfaction of both parties, then they will give consideration to the submitting of such anomalies to a Board of Arbitration as constituted under Clause 13.1(d).

#### **5.2 Derivation of Bi-weekly and Monthly Rates**

The hourly rates set forth in Schedule "A" shall be the basis for application of any general salary increases.

The formula for converting the hourly rates to bi-weekly and monthly rates is as follows:

hourly x bi-weekly = bi-weekly rate (taken  
rate hours to 2 decimal places)

$\frac{\text{bi-weekly rate} \times 26.089}{12}$  = monthly rate (taken to  
the nearest dollar)

### **5.3 Acting in Senior Capacity**

- (a) When identified by the employer, workers who temporarily accept the responsibilities and carry out the duties of positions senior to their normal position, the employer will pay them at the higher rate for every day they carry out the duties of the senior positions.

## **6. OVERTIME, CALL-OUT, STANDBY AND MEAL BREAKS**

### **6.1 Overtime**

- (a) Any employee who is required to work overtime shall at the time of working such overtime elect whether to be paid for it or receive compensating time off in lieu thereof.
- (b) Employees shall be entitled to overtime compensation for all overtime worked:
  - (1) immediately following the employee's regular shift;
  - (2) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous shift at any other time than at the times set forth in items (1), (2) or (3) of this Clause 6. I(b) consequent upon an oral or written notice given prior to the end of the employee's previous shift.
- (c) Employees who elect to be paid for overtime worked shall be paid for the performance of overtime work scheduled by the Employer under Clause 6. I(b) at the following overtime rates:
  - (1) time and one-half the regular rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
  - (2) double the regular rate of pay for all overtime in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;

- (3) double the regular rate of pay for all overtime worked at any other time than at the times set forth in items (1) or (2) of this Clause 6.1(c). Employees shall be paid a minimum of one and one-half (1 1/2) hours at double time for overtime worked pursuant to this paragraph (c)(3).
- (d) An employee who elects to receive compensating time off in lieu of being paid for overtime shall be credited with compensating time off equivalent to the number of hours for which the employee would have been paid for the overtime so worked. (Such overtime shall be calculated in the manner set forth in Clauses 6.1(b) and 6.1(c).) An employee shall not take any compensating time off without first receiving the approval of the Secretary-Treasurer or the authorized representative of the Secretary-Treasurer, provided however that if all of the credited compensating time has not been used by 31 August of the year next following the year in which the overtime was worked, or prior to leaving the service of the Employer for any reason (whichever event occurs first), the employee shall be paid in cash for the overtime for which no compensation was received at the rate or rates of pay in effect at the time such overtime was worked.

## **6.2. Callout**

- (a) An employee who is called back to work by the Employer at any time after the completion of the regular shift, except where such employee is required to work overtime as a consequence of an oral or written notice given prior to the end of the employee's previous shift as provided in Clause 6.1(b), shall be paid at the rate of double (2X) the regular rate of pay for the time actually worked and in addition thereto one (1) hour at double (2X) the regular rate of pay for traveling time to and from home. Except as otherwise provided in Clause 6.2(b), an employee who is called back to work under this Clause 6.2 shall be paid a minimum of three (3) hours (the minimum includes one (1) hour for traveling time) at double (2X) the regular rate of pay.
- (b) If, after a callout, an additional call or calls are made upon the employee before the expiry of the minimum three (3) hour period or before arrival home, whichever shall last occur, the additional call or calls shall not qualify the employee for an additional minimum three (3) hour period or periods but the employee shall be paid at double (2X) the regular rate of pay for the time actually worked and an additional one (1) hour at double (2X) the regular rate of pay for traveling time to and from home. Where two (2) separate calls are completed by an employee within a three (3) hour period the employee shall be paid at double (2X) the regular rate of pay for a minimum of four (4) hours (the minimum includes two (2) hours

for traveling time).

- (c) Notwithstanding the callout minimum, an employee who is at the work place prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.

### **6.3. Meal Breaks**

- (a) Employees shall receive meal provisions as follows:

- (1) During Overtime

Upon completion of two (2) continuous hours of overtime work immediately preceding or immediately following an employee's regular shift, the employee becomes entitled to a paid meal break of a one-half (1/2) hour which the Employer may permit to be started at any time within the two (2) hour period but, except in an emergency, no later than the end of two (2) hours.

- (2) During Call-Outs and Pre-Scheduled Overtime

Upon completion of three and one-half (3 1/2) continuous hours of call-out work or pre-scheduled overtime work, occurring at any other time than immediately preceding or immediately following an employee's regular shift, an employee becomes entitled to a paid meal break of a one-half (1/2) hour which the Employer may permit to be started at any time within the three and one-half (3 1/2) hour period but, except in an emergency, no later than the end of the three and one-half (3 1/2) hours.

- (3) During Overtime, Call-Outs and Pre-Scheduled Overtime

Upon the completion of each succeeding three and one-half (3 1/2) continuous hours of call-out work or overtime work, the employee shall be given another paid meal break of one-half (1/2) hour which, except in an emergency, shall be taken at the end of each three and one-half (3 1/2) hour work period.

- (4) Meal break compensation when overtime taken in pay

Employees entitled to a meal break under Clause 6.3(a)(I), (2), or (3), who take overtime earned in pay, shall receive one-half (1/2) hour at double (2X) the employee's regular rate of pay for the meal

break.

- (5) Meal break compensation when overtime taken in compensating time off

Employees entitled to a meal break under Clause 6.3(a)(l), (2), or (3), who take overtime earned in compensating time off (CTO), shall receive one-half (1/2) hour at double (2X) the employee's regular rate of pay in CTO.

When CTO for meal breaks is used, it shall be paid out in accordance with Clause 6. l(d).

- (b) Where by reason of an emergency it is not feasible to give a meal break at the designated time under this Clause 6.4(a)(l), (2), or (3), it shall be taken as soon as practicable and in addition the Employer shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal break.

## **7. VACATIONS AND PUBLIC HOLIDAYS**

### **7.1 Vacations**

Paid annual vacation for all employees 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 vacation pay in accordance with Part 4 of the Employment Standards Act.
- (b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of ten (10) working days for each month or portion of a month greater than one-half (1/2) worked by December 31st.
- (c) During the second (2nd) up to and including the seventh (7th) calendar year of service - fifteen (15) working days;
- (d) During the eighth (8th) up to and including the fifteenth (15th) calendar year of service - twenty (20) working days;
- (e) During the sixteenth (16th) up to and including the twenty-third (23rd) calendar year of service - twenty-five (25) working days; and
- (f) During the twenty-fourth (24th) and all subsequent calendar years of service - thirty (30) working days.



- (g) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month or portion of a month greater than one-half (1/2) worked to the date of termination.

PROVIDED THAT

- (h) "calendar year" for the purposes of this Agreement shall mean the twelve-month period from January 1st to December 31st inclusive.
- (i) In all cases of terminations of service for any reason, adjustment will be made for any overpayment of annual vacation.
- (j) Employees leaving on superannuation, or upon leaving on reaching maximum retirement age, are entitled to vacation as follows:
- if retiring prior to April 1st, they receive half of the usual annual vacation;
  - if retiring April 1st or later, they receive the full annual vacation.
- (k) An employee who is entitled to annual vacation of twenty (20) working days or more in any year:
- (1) shall take at least fifteen (15) working days of such annual vacation during the year in which it is earned, and
  - (2) may defer the taking of any part of such annual vacation in excess of fifteen (15) working days; provided however that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 7.1(k) shall be twenty (20) working days.
- (l) An employee's start date shall not be adjusted as a result of a leave of absence. However, the employee's annual vacation shall be adjusted in accordance with Clause 8.7(b).
- (m) Early Retirement
- Employees entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to five (5) days per year of vacation into an Early Retirement Bank. An employee entitled to thirty (30) or more days of annual vacation shall be entitled to defer up to ten (10) days per year of vacation into an Early Retirement Bank. Such deferred vacation may only be taken immediately prior to retirement. The Employer may, at its sole discretion, permit an employee to use such banked vacation under other



circumstances.

## **7.2 Supplementary Vacation**

Employees shall be entitled to five (5) working days of supplementary vacation, in addition to the annual vacation under Clause 7.1 upon commencing the eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th), forty-first (41st) or forty-sixth (46th) calendar year of service.

It is understood between the parties that each employee shall become entitled to supplementary vacation under this Clause 7.2 on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain the supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies.

## **7.3 Public Holidays**

- (a) Regular Full-Time Employees shall be entitled to a holiday with pay on the following public holidays:

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

and any other day appointed by City Council to be a civic holiday.

- (b) If the Government of Canada and the Government of the Province of British Columbia or either of them proclaim that such public holiday be observed on a day other than Saturday or Sunday then the day so proclaimed shall be read in substitution for such public holiday but if there is no such proclamation by either of such governments or the proclamation of such governments do not proclaim the same day for the observance of such public holiday then the Employer may choose a substitute or alternate day as the recognized holiday for some employees. The Employer may, instead of having all employees observe the public holiday on the same day, declare both the Friday immediately preceding the public holiday and the Monday immediately following the public holiday for the observance of the public holiday. Those employees designated by the Employer shall be entitled to a holiday with pay in lieu on the Friday and those employees designated by the Employer shall be entitled to a

holiday with pay in lieu on the Monday named by the Employer. The Employer may designate some employees to observe the holiday on the actual day of the public holiday.

Notwithstanding the above paragraph, whenever Christmas and Boxing Day fall on Saturday and Sunday, the Employer may designate the immediately following Monday and Tuesday as the days for some or all employees to observe the public holidays.

- (c) Prior to the beginning of each calendar year, the Employer and the Union may discuss which days will be considered as the recognized public holiday for purposes of applying the public holiday premium pay for working on the recognized public holiday. It is understood that employees shall be paid public holiday premium pay only once for the same holiday.
- (d) Pay for Public Holidays
  - (1) Employees not normally required to work on public holidays:
    - (a) Employees who are not normally required to work on public holidays and who do not work on a public holiday which is observed on a normal work day shall receive the public holiday day off with pay.
    - (b) Employees who are not normally required to work on public holidays and who do not work on a public holiday which is observed on a normal day off shall receive another day off with pay in lieu of the holiday or pay for the day.
    - (c) Employees who are not normally required to work on public holidays, but are required to do so, shall be paid a public holiday premium of two times (2X) the employee's normal rate of pay for the hours worked on the public holiday and shall be entitled to an additional day off with pay in lieu of the holiday.
  - (2) Employees whose duties normally require them to work on public holidays or on scheduled shift work:
    - (a) Employees whose duties normally require them to work on public holidays and who do work on the day which is observed as a public holiday shall:
      - (i) be paid a public holiday premium of one and one-half times (1 1/2) the employee's normal rate of pay for the hours worked on the holiday; plus

- (ii) be entitled to an additional day off with pay in lieu of the holiday.
- (b) Employees whose duties normally require them to work on public holidays but are not required to work on a public holiday that is observed on a normal day off shall receive another day off with pay in lieu of the holiday or pay for the day.
- (c) Time worked on a public holiday or on the day off given to the employee in lieu of a public holiday shall not be treated as overtime except as provided in Clause 6.1.

## 8. EMPLOYEE BENEFITS

It is hereby agreed that the employee benefits contained herein shall be continued for the term of the Agreement.

### 8.1 Entitlement to Benefits

- (a) "Regular Full-Time Employees" and "Regular Part-Time Employees" are entitled to full benefits as contained in subsequent Articles.

### 8.2 Medical Coverage

- (a) Medical Services Plan (MSP)

All employees who have completed six months' continuous service shall be entitled to be insured under the Medical Services Plan established under the Medical Services Act of British Columbia **with the Employer paying one hundred percent (100%) of the premium.**

- (b) Extended Health Care Plan (EHC)

Employees who have completed six months' continuous service shall be entitled to be insured under the Extended Health Care Plan. The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, a vision care option (\$350.00 per person, payable per twenty-four [24] month period), coverage for hearing aids (\$700 over sixty [60] months), orthopedic shoes, diabetic equipment and supplies, ostomy supplies, clinical psychologist services (\$600 per year), orthotics in the amount of \$300 every five (5) years, eye exams in the amount of \$75 every twenty four (24) months, massage and physiotherapy to a combined maximum of \$600.00 per calendar year, podiatrist to a maximum of \$350.00 per calendar year, acupuncture to

\$250.00 per year and chiropractic and naturopath to a combined maximum of \$300.00 per calendar year. The EHC lifetime maximum coverage under this Plan will be \$1,000,000 per person.

Effective 2006 January 01, increase the coverage for chiropractic and naturopath to a combined maximum of \$500.00 per calendar year.

The Employer shall pay one hundred percent (100%) of the premium.

The EHB deductible shall be \$100.00 per calendar year.

### 8.3 Group Life Insurance

- (a) All employees who have completed six (6) months' continuous service shall be insured under a group life insurance policy which has been taken out by the Employer on behalf of the employees. The group life insurance policy includes among other benefits coverage for each of such employees in an amount equal to one and one-half (1½) times the employees' basic annual salary which shall be computed to the next highest \$1,000.00 subject to the terms and conditions of the group life insurance policy. **The Employer shall pay one hundred percent (100%) of the premium.**

- (b) 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 two hundred and fifty thousand dollars (\$250,000). The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.

- (c) Group Life Plan

The Employer shall provide the Union with a minimum of sixty (60) days' notice of any change of carrier providing Group Life coverage. The Employer shall review annually with the Union the status of their Group Life Plan and any surpluses generated by the Plan experience shall be utilized to provide a premium holiday for both Employer and employees in accordance with current cost sharing of premiums unless other arrangements mutually satisfactory to the parties can be reached.

### 8.4 Dental Services Plan

The Employer agrees to provide a dental plan for the benefit of employees who have completed six (6) months of continuous service which provides for the following services:

- (a) Basic Dental Services (Plan A) paying for 80% of the approved schedule of fees;
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for 50% of the approved schedule of fees;
- (c) Orthodontics (Plan C) paying for 50% of the approved schedule of fees (the lifetime maximum shall be \$3000) for dependent children and adults as defined by the Plan;
- (d) The Employer shall pay one hundred percent (100%) of the premium.

## **8.5 Same Sex Benefit Coverage**

An employee who co-habits with a person of the same sex, and who promotes such person as a “spouse” (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health and Dental benefits.

## **8.6 Sick Leave and Gratuity Plan**

Eligible employees shall be entitled to the benefits of the Accumulative Sick Leave and Gratuity Plan as follows:

### **A. Sick Leave**

#### **(1) Sick Pay Plan**

A Sick Pay Plan based on the following, shall apply to all employees:

- (a) No sick leave with pay shall be granted except after six (6) months' continuous service in the employ of the Employer.
- (b) Sick Leave of ten (10) working days shall be credited semi-annually on June 30th and December 31st commencing with the completion of the first six (6) months of service at which date ten (10) working days' credit shall be given.
- (c) Sick Leave entitlement 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 date. Note: When sick credits are exhausted, no further credits are posted to an employee's record unless the employee returns to duty for at least five (5) consecutive working days.

- (d) When Sick Leave is earned for a period of less than six months, a month shall be equivalent to a credit of one and one-half (1 1/2) days and no credit shall be given for a part of a month.
- (e) Sick Leave may be accumulated to a maximum of 261 working days.
- (f) A deduction shall be made from accumulated sick leave credits for all hours absent with pay due to illness except those resulting from an accident on the job for which the employee is covered by Workers' Compensation payments.

Deductions shall be made if the injury is not covered by Workers' Compensation solely because time absent is less than the qualifying period.

Note 1: See Clause 8.3 B (2) for non-effect on gratuity benefits.

Note 2: A deduction will be made for all hours absent due to late arrivals and early departures for illness where the absence exceeds two hours.

- (g) Full sick leave credits will be given for absence in the following circumstances:
  - (1) Accident on job (Workers' Compensation case)
  - (2) Leave due to illness, either with or without pay
  - (3) Leave for active service in Armed Forces.
- (h) 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 person is unable to carry out their duties due to illness.
- (i) Notwithstanding the foregoing, employees who have completed thirty (30) calendar days of continuous service shall be entitled to an advance of not more than five (5) days of sick leave with pay; provided that if any of such employees have been advanced sick leave with pay under this Clause and leave the service of the Employer for any

reason prior to the completion of six (6) months of continuous service, the advanced payment shall be repaid to the Employer by deduction from the employee's pay cheque.

(2) Workers' Compensation and Sick Leave Payments

- (a) Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and is entitled to time loss compensation therefore under the Workers' Compensation Act, the employee shall not be entitled to use sick leave credits for time lost by reason of any such disability.
- (b) 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 approximate net salary to which the employee would have otherwise been entitled but for a disability suffered or incurred by the employee, subject to Clause 8.5A(2)(d).
- (c) Where an employee is paid wages by the Employer while absent from employment by reason of any disability other than one for which there is entitlement to receive Workers' Compensation benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered to the Employer. Upon the Employer receiving such amount it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount so recovered, and in addition thereto the number of days which the employee would have earned under the Gratuity Plan during the period of the disability but for such disability.
- (d) Salaried employees under Workers' Compensation Allowance will be paid their approximate net salary for a maximum of one (1) year plus the equivalent of the accumulated sick leave credit. The sick leave credit would be charged with the time in excess of one (1) year and the Employer would receive the Workers' Compensation Board cheque for the full period.

Employees receiving Workers' Compensation Allowance for a recurrence of an injury or ailment suffered prior to employment on the Employer's salaried employees will not be subject to payment of approximate net salary.



B. Gratuity Plan

(1) How Accumulated

A credit of three (3) working days per annum shall be given for each year of service, or, for part of a year, a credit of one (1) day for each four (4) months of service, which may be accumulated to a maximum of 120 working days.

(2) 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 deductions shall not exceed one (1) working day in each four (4) month segment of a calendar year. The total gratuity credited to each employee at December 31st of each calendar year will remain to such employee's credit regardless of time lost in any subsequent year through illness or other reason.

(3) Gratuity Leave

An employee who has completed not less than three (3) years of continuous service and is eligible for gratuity leave may be granted leave up to the number of gratuity days accumulated; PROVIDED HOWEVER THAT:

- (a) The minimum gratuity leave which shall be taken shall be five (5) days and the maximum leave twenty (20) days. Only one period of gratuity leave may be taken in a calendar year.
- (b) An employee's right to gratuity leave shall be subject at all times to the exigencies of the Department and to the discretion of the Secretary Treasurer.

(4) Payment in Cash

An employee or the employee's estate (as the case may be) shall be entitled to payment in cash for gratuity days accumulated in the event of normal retirement at minimum to maximum age, death in the service, permanent disability or leaving the service after completion of three (3) years' continuous service.

(5) Procedure for Delaying Gratuity Payments on Termination of Service

Payment of the amount of gratuity, or any part thereof calculated as



of the termination date of service with the Employer may, with employee's consent, be delayed for a period not exceeding twelve (12) months. If an employee desires to delay the payment of any of the gratuity, the employee shall notify the Secretary-Treasurer to that effect prior to the last day of work for the Employer. The delayed amount shall be paid in a single sum, plus interest, for the period of the delay at a rate to be determined from time to time by the Employer.

(6) Employment Insurance Rebate

The employee's share of the Employment Insurance Rebate shall be paid to the Employer to partially offset the cost of the gratuity plan.

C. Family Illness

Where no one other than the employee can provide for the needs of an immediate member of the employee's family (spouse, child, parent) during an illness; an employee shall be entitled, after notifying the Secretary-Treasurer or one of the other Principal Officers in the absence of the Secretary-Treasurer, to use up to three (3) accumulated sick leave days per calendar year for "Regular Part-Time Employees" and four (4) for "Regular Full-Time Employees" for this purpose. In exceptional circumstances the Secretary-Treasurer, or one of the other Principal Officers in the absence of the Secretary-Treasurer, may approve additional leave.

In order to comply with the requirements regarding eligibility for Employment Insurance rebates, only those employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness as outlined herein.

**8.7 Compassionate Leave**

- (a) In the event of the death of an employee's spouse (including common-law spouse and same sex partner), child, ward, foster child, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian, or other relative if living in the employee's household, the employee shall be granted a period of leave not to exceed three (3) working days without loss of pay. For purposes of Compassionate Leave, employees in same sex relationships as defined under Clause 8.4 shall be entitled to the provisions of this clause.
- (b) Any employee who qualifies for compassionate leave without loss of pay under Clause 8.7(a), and who is required to travel to a point outside the

Lower Mainland of British Columbia (defined as the area included within the Metro Vancouver Regional District, Fraser Valley Regional District west of Hope, Squamish-Lillooet Regional District south of Whistler and Sunshine Coast Regional District) shall be granted upon request an additional leave without loss of pay for a further period of two (2) working days.

- (c) Requests for leave under Clauses 8.7(a) and 8.7(b) shall be submitted to the employer who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for compassionate leave without loss of pay under Clause 8.7(a) herein may be granted such leave when on annual vacation if approved by the employer. An employee who is absent on sick leave with or without pay or who is absent on Worker's Compensation, shall not be entitled to such emergency leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of, the employer, an employee may be granted leave of up to one-half (1/2) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Clause 8.7(a).

## **8.8 Maternity and Parental 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 without pay. 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 commence 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) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified the employer 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 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 or Public Sector Pension Plans Act.

(f) Supplementary Employment Insurance Benefits (SEIB)

- (1) Birth mothers who are entitled to maternity leave as provided for in Clause 8.8 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-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 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.
- (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 rather are 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.

## **8.9 General Leave of Absence**

- (a) Requests by employees for leaves of absence without pay for up to one

(1) year may be granted at the discretion of the Employer and providing the employee can be spared without materially affecting the operation of the employee's work area. Employees returning from leaves of absence are entitled to return to their previous position or one of comparable value.

(b) Effect of Leave of Absence on Vacation Allowance

The vacation allowance of any employee shall be reduced for time absent without pay in excess of one (1) month in any calendar year. The reduction for absence in excess of one (1) month shall be one-twelfth (1/12) of the vacation allowance to the nearest half-day for each excess month or portion of a month greater than one-half (1/2).

(c) Leave for Writing Examinations

It is the Policy of the Employer to grant leave with pay to employees who are writing examinations where the subjects of the examination lead to qualifications which are directly concerned with their duties.

Employees who write examinations that are not subject to time off with pay be allowed, at the discretion of the Employer, to use current vacation entitlement, any banked time or in the absence of the foregoing, leave of absence without pay, if they so request.

Any employee who intends to register for a study course which will involve taking time off during working hours to write examinations should apply to the employer. The employer will act on the request in accordance with the following regulations:

- (1) That obtaining High School graduation be the obligation of the employee and leave of absence with pay to write examinations at or below this level not be granted.
- (2) That leave of absence with pay, (limited to two attempts at any subject or course year) be granted to employees, upon application, to write examinations.

First Year University standard in the subjects of Mathematics and English.

Any course which has been approved by the Employer and for which the Employer pays the course fees.

- (3) That the Employer will consider on an individual basis, other requests, and will decide on the basis of whether or not the course is of direct value to the Employer.

- (4) That employees who write examinations that are not subject to time off with pay be allowed to use vacation time, at the discretion of the employer, if they so request.

(d) Authorization for Exact Period

When obtaining authorization for a Leave of Absence without pay the exact period of absence must be requested. The employee will then be expected to take the full authorized period. This provision is required to eliminate unnecessary payroll adjustments and to avoid terminating the services of temporary replacements prior to the period for which they were employed.

(e) Election Leave

Where an employee is a candidate in a federal or provincial election or an election for a municipal council or a related board they shall be granted, upon written application, leave of absence without pay for the purpose of campaigning for such election and the duration of their first term in office if elected. Employees returning from a leave of absence following an election campaign shall return to their previous position. Employees returning from a leave of absence following their first term in office shall return to any vacancy at or below their previous pay grade for which they are qualified. Clauses 8.9(b) and (d) shall apply to such leaves.

## **8.10 Court Attendance and Jury Duty**

(a) Jury Duty and Witness Fees

Any employee called for jury duty or as a witness will be allowed time off during the period of such duty. The employee's regular pay will be continued and any remuneration received for such duty will be remitted to the Employer.

(b) Expenses Incurred

The Employer does not make allowance for payment of additional transportation costs, parking fees, lunches, etc., incurred while on such duty, nor shall these costs be deducted from the fees received.

(c) Method of Reporting

All absences, even if less than two (2) hours, shall be reported.



### **8.10.1 Absence from Duty of Union Officials**

#### **(a) Official Union Representatives Leave With Pay**

- (i) Employees delegated by the Union to attend to Union affairs shall be granted leave with pay. Official Union Representatives shall include Shop Stewards, OH&S Committee members and Labour/Management Committee members.
- (ii) The Union agrees to provide an up to date list of Official Union Representatives to the Employer every six (6) months.
- (iii) This leave will be mutually agreed between the Secretary-Treasurer and the Union and will not be unreasonably withheld.
- (iv) Upon the request of the Union, IAFF Local 18 will continue to pay a worker on Union Leave and will bill CUPE Local 15 for the worker's wages.
- (v) Workers who are on Union Leave will maintain their seniority and will continue to accumulate seniority for the duration of the leave.

#### **(b) Bargaining Committee**

- (i) The Union Bargaining Committee will consist of up to two (2) Union members.
- (ii) Bargaining Committee members will not lose salary or benefits while meeting with the Employer.
- (iii) Reasonable preparation time will be allowed the Bargaining Committee without loss of salary or benefits.
- (iv) The Bargaining Committee will constitute the official body for dealing with the Employer on all matters arising out of this Agreement.

#### **(c) Leaves of Absences without Pay**

Upon application to, and upon receiving the permission of the Secretary-Treasurer, Official Union Representatives may be granted leave of absence without pay:

- (i) to transact other business in connection with matters affecting members of the bargaining unit.



- (ii) to perform duties as a full-time officer of the Union. Such employee shall not suffer loss in seniority in the service of the Employer, and shall continue to accumulate seniority while performing such duties. Upon retirement from the duties as an officer of the Union, such former union officer shall be entitled to return to a position with the Employer; or,
- (iii) to accept appointment or election to a full-time position with the Canadian Union of Public Employees, the Vancouver Labour Council, the British Columbia Federation of Labour or the Canadian Labour Congress. An employee on such leave shall not lose seniority in the service of the Employer. Upon termination of such period of office, the employee shall return to their former position with the Employer.

#### **8.11 Credit Unions - Payroll Deductions**

Any employee who is a member of The Vancouver Firefighter's Credit Union may elect to make deposits or pay off loans by monthly payroll deductions. The Employer will make deductions subject to the following:

- (a) Changes in deductions shall be effective only on January 1st and July 1st of each year.
- (b) The Employer shall not be responsible for the collection of arrears if the employee is absent without pay for any reason.
- (c) Should the employee choose the Employer will contribute and match up to one and one-half percent (1.5%) of salary and the employee is deducted the same amount under the Employee Savings Plan.

#### **8.12 Resignation and Re-employment**

- (a) An employee who has voluntarily resigned and is re-employed within one (1) year from the last termination of service shall be considered eligible for reinstatement under the applicable employee benefits, provided, in each case, length of service, benefits, and seniority are adjusted by the period of absence. An employee who has voluntarily resigned and is re-employed after one (1) year from the last termination of service shall be considered a new employee as regards seniority, employee benefits and salary.

Reinstatement into Superannuation will be in accordance with the Municipal Pension Plan or Public Sector Pension Plans Act.

- (b) Starting Salary on Re-employment

When a previous employee of the Employer is rehired within one (1) year of the last termination of service, recognition of the employee's previous related experience will be given in deciding the starting salary. Previous service with the Employer in/or related to the particular position for which application is made will also be considered.

### **8.13 Municipal Pension Plan or Public Sector Pension Plans Act**

In accordance with the Municipal Pension Plan or Public Sector Pension Plans Act, where, due to a layoff, an employee's hours of work are reduced or employment status changed, the employee shall continue to contribute to the Municipal Superannuation Plan.

### **8.14 Group RRSP**

The Employer agrees to facilitate a Group RRSP by making arrangements with a financial institution and provide an opportunity for contributions to be made by payroll deduction.

## **9. WORKING CONDITIONS**

### **9.1 Work Week**

#### **A. Standard Hours of Work**

##### **1. Full-time**

The standard work week shall consist of four (4) consecutive working days, Monday through Friday inclusive. The standard hours of work are exclusive of a one half (1/2) hour unpaid lunch break and inclusive of two (2) fifteen (15) minute paid rest periods.

- Executive Assistant – Tuesday - Friday

The standard hours of work of employees shall normally be scheduled between 8:00 a.m. and 5:15 p.m. Changes to an employee's hours of work made pursuant to this clause may be implemented with the consent of the employee.

##### **2. Part-time**

Hours of work shall be from 8:00 am to 4:00 pm three days a week excluding weekends. The three days worked will normally not be adjusted, and will only be changed with 30 days notice. The Parties agree that vacation entitlement (Art. 7.1), supplementary vacation entitlement (Art.7.2) and sick leave and gratuity entitlement (Art. 8.6) will be prorated to 65% of the entitlement for full time employees.

- Administrative Assistant – 3 days/week

### **9.1.1 Daily Guarantee**

- (a) Subject to the provisions of subsection (c), an employee reporting for a scheduled shift on the call of the Employer, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours' pay at the regular hourly rate.
- (b) Subject to the provisions of subsection (c), an employee other than a school student on a school day, (i.e. those who attend a recognized educational institution in B.C.), who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four (4) hours pay at the regular hourly rate.
- (c) In any case where an employee:
  - (1) reports for a regular shift but refuses to commence work, or
  - (2) commences work but refuses to continue working, the employee shall not be entitled to receive the minimum payments set forth in subsections (a) and (b).

#### **Hours of Work – Scheduling of Lunch Break**

The Employer and the Union agree to recognize that there are situations where employees have been authorized, by agreement between the employer and the Union, to work through their lunch break.

A supervisor and an employee may, by mutual consent, at the written request of either party, agree to vary the employee's hours of work, for such fixed period as the parties may agree or in the absence of such fixed period, for as long as both parties continue to consent. Such variation in the hours of work shall not establish a precedent. Employees will not be eligible for additional premiums provided for in the Collective Agreement for working outside normal hours if the change is initiated by the employee. If any informal arrangements extend beyond six (6) months, the Union will be notified and if the Union objects the informal arrangement will be discontinued.

### **9.2 Posting Positions and Filling Vacancies**

- (a) Posting

The Employer agrees that, before permanently filling any vacancy, including any temporary position which is expected to exceed six (6)

months in duration, notice of such vacancy shall be posted for seven (7) days in such conspicuous places as may be designated by the Employer.

(b) Procedures for Employees on Vacation or Authorized Leave

- (1) Where an employee wishes to apply for a position which is expected to become vacant while the employee is on authorized leave of absence or on vacation, application for such position may be made before commencing such leave or vacation. If the position is posted prior to the return of the employee, such application shall be considered in the absence of the employee. An employee who is selected for a position must be available for employment in that position not later than one (1) month following the date of selection.
- (2) If a position is posted while an employee is on an authorized leave of absence or on a vacation of not more than seven (7) days, such employee, on return, may apply for the position not later than three (3) calendar days following the expiry date of the posting; provided that no other person has been certified for the position.

(c) Union Notification

The Employer shall notify the Union when persons are hired for periods of three (3) months or more.

(d) Posting Information

All notices of vacancies posted pursuant to this clause shall contain the following information:

- (1) nature of position;
- (2) required qualifications, knowledge, education and skills;
- (3) wage or salary rate or range;
- (4) shifts (if any);
- (5) anticipated length of any temporary assignment, if posted; and
- (6) a statement that the vacant position is open to male and female applicants.

### **9.3 Seniority**

Seniority is defined as the length of service in the bargaining unit and shall

include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, vacation, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this agreement.

#### **9.4 Seniority List**

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union.

#### **9.5 Loss of Seniority**

An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, lay-off or leave approved by the Employer.

An employee shall only lose his/her seniority in the event:

- 1) He/she is discharged for just cause and is not reinstated.
- 2) He/she resigns in writing and does not withdraw within two days.
- 3) He/she fails to return to work within fifteen working days following a lay-off and after receiving notice by registered mail to do so, unless through sickness or other just cause.
- 4) Employees on Maternity and/or Parental Leave (including adoption) shall be credited with seniority upon their return to work based on the hours they would have worked but for the period of the Leave. A Regular Full-Time Employee shall not have their seniority date adjusted for an absence due to Maternity and/or Parental Leave.
- 5) Employees who have acquired seniority and leave service for reasons other than termination for cause shall be reinstated on the Seniority List if they are reemployed within one (1) year from the date of leaving. An employee who is reemployed after a break of greater than one (1) year shall be considered a new employee.

#### **9.6 Role of Seniority in Promotions, Transfers, and Staff Changes**

Both parties recognize:

- 1) the principle of promotion within the service of the employer.
- 2) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 11.2(f). Appointments from within the bargaining unit shall be made within three weeks of posting. The job shall be filled within one week of appointment.

## **9.7 Trial Period**

The successful applicant shall be notified within one week following the end of the posting period. He/she shall be given a trial period of two months, during which time he/she will receive the necessary training for the position. The employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of two months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

## **9.8 Probationary Period for Newly Hired Employees**

A newly hired employee shall be on probation only for the first three (3) calendar months of his/her employment. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

In assessing the discharge of a probationary employee, an arbitrator shall take into account whether the standards expected were reasonable, whether the employee was notified of them, and given a fair opportunity to demonstrate his/her ability, whether the employee was notified of deficiencies in his/her performance, and given an opportunity to correct them, and whether the Employer's assessment of the employee was fair and reasonable.

## **9.9 Layoffs and Bumping**

- (a) Where in the opinion of the Employer it is necessary to reduce the work force for any reason, the Employer may lay off Employees covered by this Agreement in order to effect such reduction. The Employer shall designate the positions of the employees to be laid off and such employees shall be laid off accordingly.
- (b) Employees who are subject to a layoff under Clause 9.9(a) may exercise

their seniority by displacing (bumping) employees with less seniority than their own in positions which they are qualified to perform.

- (c) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall give Employees concerned not less than ten (10) days' prior written notice of any lay-off under this clause. Such notices shall be given in writing either by delivering or mailing the same to the employee for whom it is intended. The date of receipt of any such notice shall be the date of delivery, if the notice is delivered, or if mailed, then the second business day next following the date of such mailing. If an employee to whom notice of lay-off is given under this clause has not been given the opportunity to work for at least ten (10) days of the period of such notice the employee shall be paid for those days for which work was not made available to such employee.
- (d) No Employee covered by this Agreement shall suffer loss of seniority due to enforced absence from employment resulting from compulsory lay-off for a period not exceeding three (3) months or for any period of absence resulting from leave of absence officially granted, injury or sickness; provided however, that these provisions shall not apply to any such employee who has voluntarily resigned or has been discharged for cause.
- (e) **Should an employee choose to not exercise their bumping rights and waive their right to recall as in Clause 9.10, such employee shall be entitled to severance based upon a minimum of 5 years of service.**

**Calculation of severance is as follows:**

**An employee electing to waive bumping and recall rights and permanently sever their employment and having at least 5 years of service shall receive 1 weeks pay at their normal rate per year of service to a maximum of 17 weeks pay.**

**Therefore, an employee with 5 years of service would receive 5 weeks pay, 10 years of service 10 weeks pay, 20 years of service 17 weeks pay.**

## **9.10 Recall**

In recalling employees (other than probationary employees) who have been laid off, the following terms and conditions shall apply:

- (a) the employees must be qualified to perform the work made available to them;



- (b) No new employees shall be hired following a lay-off until those employees who were laid off have been given a reasonable opportunity of recall as follows:
  - (1) the Employer shall make every reasonable attempt to contact the employees in order of their seniority and the employees shall be recalled by the Employer in such order provided that they respond within forty-eight (48) hours of the initial attempt of the Employer to contact them;
  - (2) upon making contact with an employee, the Employer shall specify the time when the employee shall report for work;
  - (3) an employee notified to return to work shall report at the time and place specified by the Employer for so doing or, in extenuating circumstances, within such extended period of time not exceeding fourteen (14) days from the date of the initial attempt of the Employer to make contact as the Secretary-Treasurer may approve, which approval shall not be unreasonably withheld;
  - (4) it shall be the responsibility of all employees who have been laid off and wish to be recalled by the Employer to keep the Secretary-Treasurer informed of their respective current addresses and telephone numbers. The Employer shall be considered to have fulfilled its obligations to recall an employee eligible for recall under this clause by attempting to contact the employee at the employee's last known address on the Employer's records;
  - (5) an employee who is laid off and is eligible for recall under this clause shall remain on the recall list for a maximum of six (6) months.

#### **9.11 Personnel Records**

- (a) A copy of any written material concerning any disciplinary action (including reprimands) affecting an employee shall be given to the employee as soon as possible after it is recorded in the employee's personnel file.
- (b) An employee shall be given a copy of any document placed in the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in the file, that employee shall be entitled to recourse through the grievance procedure contained in Clause 10. The Employer agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the file of an employee the existence of which the employee was not aware of at the time of filing.



- (c) Upon receiving permission from the Secretary-Treasurer or designate, an employee may review the contents of their personnel file provided that such review is in the presence of a person authorized by the Secretary-Treasurer or designate.
- (d) For the purpose of this clause 'personnel file' refers to the single official personnel file maintained by the Employer
- (e) Discipline letters will be removed from an employee's personnel file **one (1) year** from the date the letter is issued upon application by the employee provided no further incident of misconduct has occurred.

#### **9.12 Discipline, Suspension and Discharge**

Where the Employer calls a meeting with an employee for the express purpose of written discipline, suspension or dismissal of an employee, the employee may elect to have a Union representative present. The Employer agrees to contact the Union office and provide a minimum of twenty-four (24) hours notice so the Union can contact the employee and provide a Union representative if the employee so wishes.

#### **9.13 Security and Monitoring Equipment**

The Employer shall advise the Union and all affected employees of the location of security cameras and/or other related monitoring equipment used for the general safety and/or security of the worksite(s) and/or employees prior to the installation of such equipment.

#### **9.14 Employees with Disabilities**

The Employer and the Union agree to cooperate with each other in making every reasonable effort to provide opportunities for older employees or employees with disabilities to retain employment, recognizing the Employer is not obliged to create work as part of the accommodation process.

#### **9.15 Occupational Health and Safety**

- (a) The Employer and the Union agree that all parties, including employees, have a responsibility to provide and maintain a safe work environment and to work cooperatively to support and develop safe work practices that will not place individual employees, co-workers or the public at risk.
- (b) All relevant regulations of the Workers' Compensation Act shall be observed and adhered to.
- (c) An Occupational Health and Safety Committee shall be established

consisting of two (2) representatives of the Employer and two (2) Union-appointed representatives. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Employer. Where the Union-appointed representatives are employees of the Employer (not including employees on a leave of absence), they shall be eligible for leave without loss of pay for meetings of the Committee.

## **10. GRIEVANCE PROCEDURE**

### **10.1 Grievances**

Any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether a matter is arbitrable, shall be dealt with without stoppage of work in the following manner:

#### **(a) Meeting with Supervisor (Step 1)**

- (1) An employee with a complaint shall raise it with their immediate Supervisor or the Supervisor who is directly responsible for the decision giving rise to the complaint. This will be done by the employee or Union Representative notifying the Supervisor within twenty-one (21) calendar days of the incident giving rise to the complaint, or of the date when the employee first became aware of the incident, whichever is later.
- (2) A meeting shall be held within fourteen (14) calendar days of the date on which the Supervisor is advised of the complaint. If this is not possible, the complaint may be referred to Step 2 of the formal grievance procedure. The purpose of this meeting is to review the circumstances giving rise to the incident, and to determine whether the complaint can be satisfactorily resolved without using the formal grievance procedure. At the option of the employee, a Union Representative may be present at the meeting.
- (3) If the employee is not satisfied with the Supervisor's response or if the Supervisor does not respond within seven (7) calendar days of the meeting, the Union Representative may choose to advance the complaint to Step 2 of the formal grievance procedure.

#### **(b) Step 2**

- (1) A Union Representative may advance the grievance to Step 2 by notifying the President within fourteen (14) calendar days of the date the Step 1 response was received or was due.

- (2) Upon receiving the notice that the grievance has been referred to Step 2, the President or designate and the Union shall make every reasonable effort to meet within twenty-one (21) calendar days of the Union Representative advancing the grievance to Step 2.
- (3) The President or designate will respond in writing within twenty-one (21) calendar days of the meeting.
- (4) If the grievance is not resolved at Step 2, the Union may advance the grievance to arbitration by advising the President in writing within twenty-eight (28) calendar days of the date of the Step 2 response.

(c) Arbitration

- (1) The parties shall use a single Arbitrator, unless either party wants a three (3) member Arbitration Board which shall consist of one (1) member appointed by each party and a Chairperson mutually appointed by the Employer and the Union.
- (2) The Employer and the Union shall mutually agree on the Arbitrator or the Chairperson within fourteen (14) calendar days of the referral.
- (3) Where the parties are unable to agree on a single Arbitrator or a Chairperson within fourteen (14) calendar days of the referral, either party may apply to the Director, Collective Agreement Arbitration Bureau within the following ninety (90) calendar days to make the appointment. If there is no agreement to an Arbitrator or Chairperson and no referral to the Director, Collective Agreement Arbitration Bureau in accordance with this Clause, the grievance shall be considered to be abandoned.
- (4) In all other respects, the provisions of the Labour Relations Code shall apply. The decision of the Arbitrator or Arbitration Board shall be final and binding on both parties. Each party shall pay half the expense of the Arbitrator or Chairperson and the expenses of their representative.

(d) Pre-arbitration consultation

The parties agree to meet at least thirty (30) days prior to an arbitration hearing to discuss the issues in dispute and reach resolution if possible.

## **10.2 Policy Grievances**

- (a) When a "dispute", as defined in the Labour Relations Code, arises between the parties, including any difference concerning the interpretation, application, operation or alleged violation of this Agreement which does not specifically involve an employee, the matter may be submitted in writing by the Union to the President.
- (b) The President and the Union will make every reasonable effort to meet and discuss the grievance within twenty-one (21) calendar days of the notification of the grievance.
- (c) The responding party will respond to the grievance within fourteen (14) calendar days of the meeting.
- (d) If a satisfactory settlement is not reached between the President and the Union, the grieving party may refer the matter to the Executive Board within fourteen (14) calendar days of the response.
- (e) The Executive Board and the Union Representative will make every reasonable effort to meet and discuss the grievance within twenty-one (21) calendar days of the referral under (d) above.
- (f) The Executive Board will respond to the grievance within fourteen (14) calendar days of the meeting.
- (g) If the grievance is not resolved through the above process, the Union may refer the grievance to Arbitration as provided for in Clause 10.1(d).

### **10.3 Suspension or Dismissal**

When an employee is suspended or dismissed, the Union Representative may file a grievance at Step 1 without first meeting with the immediate Supervisor.

### **10.4 Variations**

The parties may mutually agree to vary the procedure or to alter the timelines.

## **11. TECHNOLOGICAL CHANGE**

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Agreement.

Where the Employer introduces, or intends to introduce, a technological change, that:

- (a) affects the terms and conditions, or security of employment of an

employee to whom this Agreement applies; and

- (b) alters significantly the basis upon which this Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under 10.1 (d) of this Agreement, bypassing all other steps in the grievance procedure.

The arbitration board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the arbitration board:

- (a) shall inform the Minister of Labour of its finding; and
- (b) may then or later make any one or more of the following orders:
  - (1) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
  - (2) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;
  - (3) that the Employer reinstate any employee displaced by reason of the technological change;
  - (4) that the Employer pay to that employee such compensation in respect of the displacement as the arbitration board considers reasonable.

The Employer will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:

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

## **12. EMPLOYMENT EQUITY**

The Employer and the Union agree with employment equity programs which will assist visible minorities, persons with disabilities, First Nations people, and women in gaining entry into employment and which will provide opportunities for advancement.

**13. AGREEMENT AS TO CONDITIONS NOT MENTIONED**

It is agreed that any general conditions presently in force which are not specifically mentioned in this Agreement and are not contrary to its intentions shall continue in full force and effect for the duration of this contract.

**14. OCCUPATIONAL HEALTH PLAN**

All employees covered by this Agreement shall be subject to the provisions of the Occupational Health Plan as agreed to between the Employer and the Union.

**15. HUMAN RIGHTS**

The Employer and Union agree that any form of discrimination (including sexual harassment) under the prohibited grounds of the B.C. Human Rights Code shall not be tolerated in the workplace.

**16. CONSULTATION COMMITTEE**

On the request of either party, the parties shall meet for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.

**17. TRAINING**

The Employer commits to make every reasonable effort, including paying for course fees, providing training time during regular work hours or equivalent time off, or assisting in the development of courses, within the constraints of budget and resource availability, to ensure that all workers receive the training required for them to do their jobs in an efficient and effective manner.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed under the hands of their respective proper officers duly authorized in that behalf, as of the day and year first above written.

  
\_\_\_\_\_  
PRESIDENT, IAFF Local 18  
\_\_\_\_\_  
SECRETARY-TREASURER, IAFF Local 18

The Common Seal of the CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 15 was hereunto  
affixed in the presence of:

  
\_\_\_\_\_  
PRESIDENT  
\_\_\_\_\_  
SECRETARY-TREASURER

## **SCHEDULE "A"**

<b>Class Title</b>	<b>Rate of Pay at December 2016</b>
<b>Executive Assistant</b>	<b>\$37.13 per hour</b>
<b>Administrative Assistant</b>	<b>\$29.73 per hour</b>

### **Wage Increases**

**Wage increases will be implemented on the following dates:**

<b>January 1, 2016</b>	<b>1.75%</b>
<b>January 1, 2017</b>	<b>1.75%</b>
<b>January 1, 2018</b>	<b>2.0%</b>
<b>January 1, 2019</b>	<b>2.0% rates shall be rounded to the nearest whole cent.</b>