

2005 – 2009

COLLECTIVE AGREEMENT

between the

CORPORATION OF THE DISTRICT OF MAPLE RIDGE

and the

MAPLE RIDGE FIREFIGHTERS' LOCAL 4449
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

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COLLECTIVE AGREEMENT

BETWEEN THE:

CORPORATION OF THE DISTRICT OF MAPLE RIDGE

(hereinafter called the "Employer")

PARTY OF THE FIRST PART;

AND THE:

MAPLE RIDGE FIREFIGHTERS' LOCAL 4449
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

(hereinafter called the "Union")

PARTY OF THE SECOND PART.

PREAMBLE

The Corporation of the District of Maple Ridge is an Employer within the meaning of the Labour Relations Code;

The Union is certified by the Labour Relations Board to represent employees of the Fire Department employed by the Employer except the Fire Chief, Deputy Fire Chief(s), Assistant Fire Chiefs, Paid On-Call Firefighters or other office staff, and those excluded by the Labour Relations Code;

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

The terms and conditions of this Agreement shall apply to all employees of the Department as specifically provided for in the certificate of bargaining authority granted to the Union, and as varied from time to time by mutual agreement through collective bargaining or by the Labour Relations Board.

THIS AGREEMENT shall constitute the wages and working conditions for the employees in respect of whom the Union is so certified.

1. **TERM OF AGREEMENT**

This Agreement shall be for the term of fifty-four (54) months and shall have effect from and including 2005 July 01 to and including 2009 December 31 and shall continue and remain in full force and effect from year to year thereafter unless either party, within four (4) months immediately preceding the date of expiry of this

Agreement, or the 31st day of December in any subsequent year, gives to the other party written notice to commence collective bargaining.

In the event neither party gives to the other party written notice to commence collective bargaining ninety (90) days before the expiry of this Collective Agreement, notice shall be deemed to have been served by the Union on that date.

Should either party give written notice to commence collective bargaining, this Agreement shall continue in full force and effect, and neither party shall alter the terms of this Agreement until:

- (a) a strike or lockout has commenced; or
- (b) a new Collective Agreement has been negotiated;

whichever occurs first.

The operation of Sub-Sections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from, and shall not be applicable to this Agreement.

2. UNION SECURITY

- (a) All present employees who are now members of the Union shall remain members of the Union. All new employees shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All employees who become members of the Union 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.
- (b) The Employer agrees to deduct from the pay of each employee covered by this Agreement an amount equal to the regular monthly Union dues and any general, bargaining unit-wide assessment(s), as determined by the Union; provided that each employee has, upon joining the Union, signed a form supplied by the Union authorizing the said deduction. The Employer shall remit the dues deducted to the Union once each month with a statement of the names of employees and the amount of each deduction.

3. RATES OF PAY

Rates of pay shall be as per Schedule "A" attached to and forming part of this Agreement. Where the Employer creates a new classification during the term of the Collective Agreement, the rate of pay shall be discussed with the Union. Where the Union disagrees with the value assigned to the classification by the Employer, the Union shall have the right to grieve such value relative to other classifications within this Collective Agreement under the grievance procedure in this Collective Agreement.

4. ACTING PAY

Any employee covered by this Agreement who is required by the Fire Chief (or designate) to accept the responsibilities and carry out the duties of a rank higher to that which the employee normally holds shall be paid at the rate for the higher rank while so acting.

5. TEMPORARY OUT-OF-SCOPE ASSIGNMENT

Where an employee is temporarily assigned to a position outside the scope of this Collective Agreement, the employee shall be paid at the lowest salary step of the senior position which provides a minimum increase of five (5) percent over the employee's regular rate of pay, provided however, that the rate shall not exceed the top salary step of the senior position.

An employee who is assigned to an out-of-scope position shall continue to accrue seniority for up to twelve (12) months. Thereafter, the employee shall maintain, but not accrue seniority until the employee returns to their regular duties.

6. PROBATIONARY PERIOD

(a) Every new employee shall be considered to be on probation until the completion of twelve (12) months' service satisfactory to the Fire Chief. Where an employee is absent for an accumulated total of twelve (12) or more working days during the probation period, the Employer may extend the probationary period by the total number of days the employee was absent. The probationary period may also be extended by mutual agreement between the Employer and the Union.

(b) During the period of probation the employee's suitability for continued employment shall be assessed on the basis of factors such as:

- (1) conduct,
- (2) quality and quantity of work,
- (3) ability to work harmoniously with others, and
- (4) ability to meet work standards as set by the Employer

If at any time during this period it can be shown that the employee is unsuitable for continued employment, his or her employment may be terminated.

(c) Following completion of the probation period, seniority, holiday benefits, and other perquisites referable to length of service shall date back to the date of hire.

7. SENIORITY

- (a) Seniority shall be defined as the length of full-time employment as an employee in the District of Maple Ridge Fire Department and employees shall acquire seniority retroactive to the date of employment, upon completion of the Probationary Period as outlined in Article 6.
- (b) In cases where two or more employees are engaged on the same date, the order of seniority shall be determined based on the employee's previous service within the fire department. Where multiple employees have the same prior service with the fire department seniority shall be determined by a lottery system and the Union shall appoint a representative witness the lottery.

8. PROMOTIONS

In making promotions, the skill, knowledge, ability and capacity for leadership of the applicants shall be the primary consideration, and where such factors are equal, seniority as a full-time employee in the District of Maple Ridge Fire Department, shall be the determining factor. The promotional process is subject to the conditions of the Letter of Understanding between the parties dated 2008 March 07.

9. POSTINGS

Any new or vacant full-time position that the Employer intends to fill, shall be posted for seven (7) calendar days. The posting shall include relevant details, as determined by the Employer, regarding the position including required qualifications, duties and anticipated hours of work.

10. HOURS OF WORK AND OVERTIME

10.01 Hours of Work

(a) Fire Suppression Employees

The regular hours of work for employees whose primary responsibilities are fire suppression shall be an average of 42 hours per week with a schedule of two (2), 10-hour days followed by two (2), 14-hour nights. The average of forty-two (42) hours is achieved over a fifty-six (56) day cycle. The Fire Chief shall establish the shift schedules which may be amended from time to time.

Shift schedules established by the Fire Chief under the above paragraph may vary from the regular hours for the purposes of transferring employees from one shift to another due to: cross-shifting, promotion or coverage for long term employee absences. Where such variation occurs, the hours worked by any impacted employees shall not exceed three hundred and thirty-six (336) over the fifty-six (56) day period. The parties further agree that variations to shift

schedules for the purposes of training shall be a subject for discussion between the parties at the Training Committee.

Notwithstanding the above, the Fire Chief may implement shifting patterns that vary from the schedule of two (2), 10-hour days followed by two (2), 14-hour nights for employees who are designated as "pool employees". In establishing a pool the employer may assign up to ten percent (10%) of the workforce (rounded to the next higher number of employees) to be included in the pool. Those employees assigned to the pool shall be the least senior employees. Employees assigned to work as pool employees shall not be assigned to a permanent shift and shall not necessarily work a schedule of two (2), 10-hour days followed by two (2), 14-hour nights rotation; rather they shall be assigned by the Fire Chief as need dictates, and shall have their hours of work balanced over each fifty-six (56) day cycle as follows:

- (i) hours worked in excess of any scheduled shift (i.e., either preceding or following a scheduled shift) shall be compensated in accordance with the terms of Article 10.03 (Overtime);
- (ii) hours worked in excess of three hundred thirty-six (336) over any fifty-six (56) day cycle (except as compensated under (i) above or worked as a consequence of (iii) below), shall be compensated in accordance with Article 10.02 (Extra Shifts).

Employees working varied hours will be available for both scheduled and unscheduled relief on the Platoon system.

(b) Non-Suppression Employees

Hours of work for employees whose primary responsibilities do not include fire suppression shall be a flexible thirty-seven and one-half (37½) hours per week. The flexible work week shall be scheduled Monday to Sunday by the supervisor in the section to which employees are assigned. The schedule shall be posted and, once posted, shall not be changed by the Employer with less than ten (10) days' notice prior to the first shift being changed unless the employee agrees to the change. In scheduling the flexible work week, employees shall not be scheduled to work split shifts without their prior approval. Each shift worked shall be exclusive of a one-half (½) hour unpaid meal break.

10.02 Extra Shifts

Where an employee agrees to work or is required by the Employer to work a shift(s) or portion thereof, in excess of the employee's scheduled work week, the employee will receive pay at the rate of one and one-half (1½) times the employee's regular hourly rate for such excess hours worked, with a minimum of three (3) hours at the rate of one and one-half (1½) times the employee's regular rate of pay.

10.03 Overtime

An employee who is required to work overtime of fifteen (15) minutes or more in excess of and immediately preceding or following the completion of the employee's regular duty shift shall be paid at one and one-half (1½) times the regular hourly rate of the employee for the first two hours, and two (2) times the regular hourly rate of the employee for all overtime hours worked beyond two hours, such calculation to include the fifteen (15) minute trigger period.

10.04 Emergency Callouts

Except as provided in Articles 10.02 and 10.03, an employee reporting for work at the call of the Employer in response to an emergency alarm, shall be paid at the rate of two (2) times the employee's regular rate of pay for all hours worked in response to the call, with a minimum of three (3) hours at the rate of two (2) times the employee's regular rate of pay. For purposes of calculation, the employee shall be paid for the travel time from home to the duty station but not from the duty station to home, up to a maximum of one-half (½) hour. The three (3) hour minimum includes the paid travel time.

Notwithstanding the above paragraph, where an employee is called out under this Article 10.04 on a Statutory Holiday as defined in Article 13 the employee shall be compensated at three (3) times their regular rate of pay. The balance of the above paragraph shall apply unchanged.

10.05 Application of Articles 10.02, 10.03 and 10.04

- (a) An employee who is on duty and who agrees to work immediately following the completion of their regular shift shall be compensated in accordance with Article 10.02 (Extra Shifts) above.
- (b) An employee who is on duty and who is required to work immediately following the completion of their regular shift shall be compensated in accordance with Article 10.03 (Overtime) above.
- (c) An employee who is not on duty and who agrees to work or is required to work in excess of their scheduled work week, shall be compensated in accordance with Article 10.02 (Extra Shifts) above.
- (d) An employee who is not on duty and who is required by the Employer to report for duty immediately, shall be compensated in accordance with Article 10.04 (Emergency Callouts) above.

11. BENEFITS

11.01 Medical Services Plan of B.C.

Each full-time employee and their eligible dependants shall be entitled to coverage under the Medical Services Plan of B.C. effective the first day of the calendar month

following one (1) month of continuous employment. The Plan includes coverage for the spouse and dependant children of the employee.

11.02 Extended Health Care Plan

Each full-time employee and their eligible dependants shall be entitled to coverage under the Extended Health Care Plan effective the first day of the calendar month following three (3) months of continuous employment.

The Extended Health Care Plan has a lifetime maximum of one million dollars (\$1,000,000.00) per person, an annual deductible of one hundred dollars (\$100.00), and includes, among other benefits, coverage for vision care with a maximum payable of three hundred dollars (\$300.00) (2009 January 01, four hundred and fifty dollars (\$450)) per person in a twenty-four (24) month period, eye exams payable at \$100.00 per person in a twenty-four (24) month period, hearing aids, diabetic equipment and supplies, orthopedic shoes, and ostomy. The plan also includes total coverage of up to one thousand five hundred dollars (\$1,500.00) payable per person per calendar year for the services of any one or any combination of the following practitioners: Psychologist, Chiropractor, Naturopath, Physiotherapist, Massage Therapist, Acupuncturist, Speech Language Pathologist and Podiatrist, all subject to the provisions of the Plan.

11.03 Dental Plan

Each full-time employee and their eligible dependants shall be entitled to coverage under the Dental Plan effective the first day of the calendar month following three (3) months of continuous employment.

The Dental Plan includes coverage for eligible expenses as follows, all subject to the provisions of the Plan:

- (a) Basic Dental Services (Plan 'A') - The Plan will pay one hundred percent (100%) of the approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan 'B') - The Plan will pay seventy percent (70%) of the approved schedule of fees.
- (c) Orthodontics (Plan 'C') - The Plan will pay fifty percent (50%) of the approved schedule of fees. The lifetime maximum shall be four thousand five hundred dollars (\$4,500.00) for adults and dependent children as defined by the Plan.

11.04 Group Life Insurance

Each full-time employee shall be entitled to coverage under the Group Life Insurance Plan effective the first day of the calendar month following three (3) months of continuous employment. The Group Life Insurance benefit shall have a coverage level of two times (2X) the employee's annual salary, rounded to the next highest thousand dollars (\$1,000) and is subject to the provisions of the Plan.

11.05 Accidental Death and Dismemberment (AD&D)

Each full-time employee shall be entitled to coverage under the AD&D Plan effective the first day of the calendar month following three (3) months of continuous employment. The AD&D Insurance benefit shall have a coverage level of two times (2X) the employee's annual salary, rounded to the next highest thousand dollars (\$1,000) and is subject to the provisions of the Plan.

11.06 Participation

Employees are not required to participate in the Benefits Plans in Articles 11.01 to 11.03 if the employee is already covered by a similar plan, provided the employee advises the Employer in writing of such coverage. Subsequent enrollment of the employee or dependent(s) in a Benefit Plan is subject to the provisions of the specific Benefit Plan. Enrollment in the Benefit Plans in Articles 11.04, 11.05 and 11.09 is mandatory for all employees.

11.07 Premiums

The Employer will pay seventy-five percent (75%) (effective 2009 January 01, 85%, effective the last day of this Collective Agreement, 100%) of the premiums for the Medical, Extended Health, Dental, Group Life and AD&D plans in Article 11.01 – 11.05 above.

11.08 Sick Leave

(a) Accumulated Sick Leave Plan

(1) Suppression Employees

A suppression employee shall earn sick leave credits on the basis of eighteen (18) hours per calendar month effective from the date of hire to a maximum accumulation of two thousand one hundred and eighty-four (2,184) hours (one hundred and eighty-two (182) shifts). Where Sick Leave credits are earned for less than a full calendar month, the eighteen (18) hour credit shall be prorated.

Non-Suppression Employees

A non-suppression employee shall earn sick leave credits on the basis of eleven and one-quarter (11.25) hours per calendar month effective from the date of hire to a maximum accumulation of one thousand nine hundred and fifty-one (1,951) hours (two hundred and sixty-one (261) shifts). Where Sick Leave credits are earned for less than a full calendar month, the twelve (12) hour credit shall be prorated.

- (2) A deduction shall be made from an employee's accumulated sick leave credits for all time absent on authorized paid sick leave.

- (3) An employee shall receive their regular hourly rate of pay for all hours absent on authorized sick leave under this Accumulated Sick Leave Plan for as long as the employee has unused sick leave credits or until they are eligible for long term disability coverage after one hundred eighty-two (182) calendar days, whichever comes first.
- (4) Employees shall not earn sick leave credits while absent on any unpaid leave of absence. Sick leave credits earned by an employee who is absent on Sick Leave or WorkSafeBC leave shall not be credited to the employee unless the employee returns to work for at least four (4) consecutive duty shifts.

(b) General Sick Leave Provisions

- (1) An employee who is unable to report to work due to illness shall notify the Employer as soon as possible prior to the beginning of each shift.
- (2) Any person requesting sick leave with pay under 11.08(a) or (b) or sick leave without 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 assigned duties due to illness. The Employer may require the employee to have a Functional Abilities Assessment completed by the employee's physician who is licensed to practice in the Province of British Columbia. Where a disability certificate is required, or where the Employer requires the employee to attend an independent medical examination, the cost will be paid for by the Employer.

(c) Sick Leave Recovery

An employee who has received sick leave benefits for injuries caused by a third party shall be obliged, in the event such employee undertakes an action for recovery of damages against the third party, to seek recovery of the total cost of wages and benefits paid to the employee while on sick leave. The employee shall be obliged to reimburse the Employer to the extent that the employee succeeded in recovering such wages and benefits and the Employer shall reimburse the employee's sick leave bank the number of sick days used by the employee in proportion to the total amount of money recovered. This provision includes claims made to ICBC.

11.09 Long Term Disability Plan

- (a) Each employee shall be enrolled in the Long Term Disability Plan effective six calendar months following the date of employment.
- (b) The Long Term Disability Plan is subject to the terms and conditions of the carrier. The Plan provides 66²/₃% of the first three thousand dollars (\$3,000.00) of an employee's pre-disability income plus 50% of the employee's remaining pre-disability income, to a monthly maximum of six thousand five

hundred dollars (\$6,500.00). Employees are eligible to receive benefits upon the expiry of one hundred eight-two (182) calendar days.

- (c) The employees shall pay the full premiums for the Long Term Disability Plan.

11.10 Workers' Compensation

- (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 compensation therefor under the Workers' Compensation Act, the employee shall not be entitled to use sick leave for time lost by reason of any such disability.
- (b) An employee, whose claim for WorkSafeBC temporary disability benefits is accepted by the WorkSafeBC, shall assign the employee's WorkSafeBC cheque to the Employer and the Employer shall pay the employee's approximate net salary.
- (c)
 - (i) During a period of delay while WorkSafeBC is processing a claim for WorkSafeBC temporary disability benefits, the Employer will advance "regular salary" to the employee, provided the employee is eligible for benefits under the Accumulated Sick Leave Plan or the long term disability plan. "Regular salary" is defined as an amount approximately equivalent to the net pay that an employee would have received for the absence if the absence had been treated as sick leave under the Accumulated Sick Leave Plan, or the Long Term Disability Plan, whichever would have been applicable during the absence. Where the employee has no accumulated sick leave credits or where the long term disability plan does not accept the sick leave claim, the employee shall be entitled to an advance as described above, provided the employee has sufficient annual vacation or other banked credits to repay the advance.
 - (ii) Following a decision by WorkSafeBC to accept or disallow an employee's claim, the employee shall be entitled retroactively, subject to meeting the eligibility requirements under the appropriate plan(s), to pay in accordance with the provisions that are applicable during the delay period. Such pay combined with any payments from WorkSafeBC shall be used to repay, to the extent necessary, the advance paid under paragraph (c)(i) above.
- (d) Where an employee becomes entitled to Workers' Compensation and payment is not made for the first day or part day, such day or part day shall be paid by the Employer.

11.11 Municipal Pension

Effective the date of hire, employees shall be covered by the provisions of the Municipal Pension Plan in accordance with the Municipal Pension Plan Rules.

12. ANNUAL VACATION

12.01 Entitlement

- (a) Paid annual vacations for all suppression employees covered by this Agreement shall be allowed as follows:
- (i) Employees leaving the service of the Employer in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the "Employment Standards Act".
 - (ii) In the first part calendar year of service, vacations will be granted to employees on the basis of one-twelfth ($\frac{1}{12}$) of nine (9) duty shifts for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st.
 - (iii) During the second (2nd) calendar year of service, nine (9) duty shifts.
 - (iv) During the third (3rd) to and including the tenth (10th) calendar years of service - thirteen (13) duty shifts.
 - (v) During the eleventh (11th) to and including the twenty-third (23rd) calendar year of service except the twenty-first (21st) calendar year of service - seventeen (17) duty shifts.
 - (vi) During the twenty-first (21st) calendar year of service - twenty-one (21) duty shifts.
 - (vii) During the twenty-fourth (24th) and all subsequent calendar years of service - twenty-one (21) duty shifts.
- (b) Paid annual vacations for all non-suppression employees covered by this Agreement shall be allowed as follows:
- (i) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act;
 - (ii) in the first part calendar year of service, vacation will be granted on the basis of $\frac{1}{12}$ th (one-twelfth) of fifteen (15) calendar days for each month or portion of a month greater than $\frac{1}{2}$ (one-half) worked by 31 December;
 - (iii) during the second (2nd) calendar year of service – fifteen (15) calendar days;
 - (iv) during the third (3rd) up to and including the tenth (10th) calendar year of service – twenty-two (22) calendar days;

- (v) during the eleventh (11th) up to and including the twenty-third (23rd) calendar year of service except during the twenty-first (21st) calendar year of service – twenty-nine (29) calendar days;
- (vi) during the twenty-first (21st) calendar year of service – thirty-six (36) calendar days;
- (vii) during the twenty-fourth (24th) and all subsequent years of service – thirty-six (36) calendar days.

12.02 General

- (a) Employees who leave employment after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of $\frac{1}{12}$ (one-twelfth) of their vacation entitlement for that year for each month or portion of a month greater than $\frac{1}{2}$ (one-half) worked to the date of termination.
- (b) The Employer may provide pay in lieu of leave for employees in their first part calendar year of employment.
- (c) In all cases of termination of employment for any reason other than retirement on the Municipal Pension Plan, adjustment will be made for any overpayment of vacation.
- (d) Employees who retire on the Municipal Pension Plan shall be entitled to vacation as follows:
 - (i) If retiring prior to April 1st, they shall receive $\frac{1}{2}$ of their usual annual vacation;
 - (ii) If retiring on or after April 1st, they shall be entitled to their usual annual vacation.
- (e) Employees who are absent on unpaid leave of absence shall have their annual vacation pay prorated on the basis of the total time absent.
- (f) For the purposes of this Agreement "calendar year" means the twelve-month period from January 01 to December 31 inclusive.
- (g) All annual vacation requests are subject to the approval of the Fire Chief or a designate.
- (h) Where an employee is unable to take vacation leave earned in a calendar year, the Employer will provide pay in lieu of such vacation leave as soon as possible in the next calendar year, at the employee's regular rate of pay in effect on December 31 of the calendar year in which the entitlement was earned.

(i) Vacation Pay Adjustment

At the end of each calendar year, each employee shall be entitled to a vacation pay adjustment equal to the difference between the dollars of vacation pay they received during the year and a percentage of their earnings during the year. The percentage shall be equal to the number of shifts of vacation during the year divided by one hundred and eight two (182) for suppression employees and the number of calendar days of vacation for non-suppression employees divided by three hundred and sixty-five point two-five days (365.25) for non-suppression employees. For the purpose of this adjustment earnings shall exclude annual vacation, bonus payments, refunds and allowance payments.

13. STATUTORY HOLIDAYS

(a) All employees are entitled to the following Statutory Holidays subject to the provisions of this Article:

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

and any other day declared by Municipal Council or by the Federal or Provincial Governments to be a Statutory Holiday.

(b) (1) Employees engaged in a type of work required to be performed continuously and on every day, including Statutory Holidays, throughout the year shall receive in each calendar year time off equivalent to one (1) duty shift for each of the Statutory Holidays listed in paragraph (a) except as provided for under paragraph (b)(2).

(2) Every employee covered by paragraph (b)(1) shall receive, during the first part calendar year of employment and during the final part calendar year of employment, time off equivalent to one (1) duty shift for each of the Statutory Holidays listed in paragraph (a) which occur during the employee's period of employment in such part calendar year.

(c) Requests for time off in lieu of Statutory Holidays shall be submitted to the Fire Chief for approval. The Employer may pay employees cash in lieu of all or part of their first year's Statutory Holiday entitlement.

(d) Any employee covered by paragraph (b) who is required to work on any of the Statutory Holidays listed in paragraph (a) shall, in addition to the entitlement set forth in paragraph (b), be paid at the rate of one and one-half (1½) times the regular hourly rate of the employee for all hours worked on the shift provided the shift commenced on a Statutory Holiday. Shifts that do not commence on a Statutory Holiday but which overlap onto a Statutory Holiday are not eligible for

any premium payments on such shifts. The one and one-half (1½) times rate is comprised of the employee's regular straight time hourly rate plus an additional fifty percent (50%) premium.

14. LEAVES

14.01 Union Leave of Absence

- (a) All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operations of the Employer.
- (b) Upon application to, and upon receiving the permission of the Fire Chief in each specific case, up to two (2) official representatives of the Union may be granted time off without loss of pay for the purpose of settling a grievance as outlined elsewhere in this Agreement.
- (c) Upon application to, and upon receiving the permission of the Fire Chief in each specific case, up to three (3) official representatives of the Union may be granted leave of absence without loss of pay for the purpose of collective bargaining with the Employer. The Employer will pay for a maximum of twenty (20) shifts (combined total for all eligible employees) under this provision.

14.02 Compassionate Leave

- (a) An employee may be granted up to four (4) consecutive shifts of leave without loss of pay, in the case of death or terminal illness of the employee's spouse (including common-law spouse and same-sex partner), child, brother, sister, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any other relative residing in the employee's household.
- (b) Where burial occurs outside the Province for any of the above named relatives, an additional leave without pay may be granted for reasonable traveling time, not to exceed seven (7) calendar days.
- (c) One (1) day's leave may be granted without loss of pay, to attend a funeral as a pallbearer.

14.03 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly. An employee will continue to accumulate seniority for up to one month during the leave of absence unless otherwise agreed to by both the Employer and the Union.

14.04 Court Duty

- (a) If an employee is required to attend Court for reasons arising out of the normal performance of the employee's duties, time for the attendance that falls outside the employee's regular hours of work will be paid as per Article 10.03, Overtime. The Employer will also cover all reasonable expenses (supported by receipts) incurred by the employee to attend Court. Any monies received by the employee from the Court for attendance shall be turned over to the Employer.
- (b) Based on the circumstances of the matter, the employee may be assisted by the Employer's legal counsel.

14.05 Jury and Witness Leave

- (a) An employee who is called for Jury Duty in a Court proceeding or is subpoenaed as a Crown witness shall be given time off work during the period of such duty. The employee shall suffer no loss of regular pay for the time so spent and any remuneration received by the employee for such duty shall be remitted to the Employer.
- (b) Any costs related to the Court appearance (such as transportation, parking and meals) shall remain the responsibility of the employee. Employees are not required to remit to the Employer, allowances they receive from the Court for traveling, meals or related expenses.
- (c) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

14.06 Maternity/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 up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-

two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

(3) Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' maternity leave without pay where a medical practitioner certifies the employee is 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' 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.

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 to the Employer, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In 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 he or she 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 shall be deemed to have started on the date the employee gave birth.

(c) Return to Work

On resuming employment, an employee shall be reinstated to his or her previous position or a comparable position and for the purposes of seniority, pay increments and benefits, referenced in (e) herein, and for vacation entitlement

(but not for Statutory Holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be pro-rated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation leave 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 his or her intention to return to work pursuant to paragraph (b)(4) and who subsequently suffers any illness or disability which prevents him or her 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 he or she would otherwise have returned to work.

(e) Benefits

- (1) MSP, Dental, EHB, Life Insurance benefits and Accidental Death and Dismemberment 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 his or her 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. If an employee is eligible to buy back this service, the buyback will occur in accordance with the Municipal Pension Plan Rules.

(f) Supplementary Employment Insurance Benefits

- (1) Birth mothers who are entitled to maternity leave 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.
- (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:

- (1) for the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
 - (2) 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.

14.07 Benefit Provision During Leaves of Absence

All health and welfare benefits terminate for any unpaid leave of absence in excess of four (4) weeks, other than those listed in Article 14.06(e).

15. LAYOFF AND RECALL

(a) Layoffs

In the event of a layoff, the Employer shall designate the position(s) to be eliminated and the incumbent employee(s) shall be laid off unless the employee is qualified (has the skill, knowledge and ability) to perform the work of another position and has greater seniority than the incumbent of such position as follows:

- (1) the employee may bump laterally (at the same pay level) into the position occupied by the employee with the least seniority;
- (2) the employee may bump downward (at a lower pay level) into the position occupied by the employee with the least seniority.

Where the employee is unable to bump, or elects not to bump, the employee shall be laid off. An employee who is bumped by another employee shall have the same rights to bump under this Article.

(b) Advance Notice of Layoff

Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall notify employees, who have acquired seniority rights, and who are to be laid off, at least eight (8) duty shifts prior to the effective date of layoff. If the employee has not had the opportunity to work during the eight (8) duty shifts referred to above, the employee shall be paid for those days for which work was not made available.

(c) Recall

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

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

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

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

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

(d) Seniority

Laid off employees shall maintain but not accumulate seniority and shall not be entitled to or earn benefits while on layoff. An employee recalled within twelve (12) months shall be credited with their previous service for determining

seniority and length of service for perquisites. An employee shall lose seniority and right of recall if continuously laid off for a period of more than twelve (12) consecutive months.

16. TERMINATION OF EMPLOYMENT

Employees shall give the Employer a minimum two weeks' written notice of resignation, except by mutual consent.

17. GRIEVANCE PROCEDURE

During the term of this Agreement, 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 any matter is arbitrable, shall be finally and conclusively settled without stoppage of work in the following manner.

(a) Grievance Procedure

Meeting with Assistant Fire Chief

An employee with a complaint shall first raise it with the appropriate Assistant Fire Chief within ten (10) calendar days of being made aware of the incident giving rise to the complaint. The Assistant Fire Chief shall meet and discuss the complaint with the employee and provide a response within ten (10) calendar days of the date the employee raised the matter. The purpose of the meeting is to review the circumstances giving rise to the incident and to determine whether the complaint can be satisfactorily resolved without using the formal grievance procedure.

If the employee is not satisfied with the Assistant Fire Chief's response, the Union may choose to advance the complaint to Step 1 of the formal grievance procedure. It is the employee's responsibility to discuss the matter with a representative of the Union in a timely manner.

Step 1

The Union may submit the grievance in writing to the Fire Chief or designate within fourteen (14) calendar days of being made aware of the Assistant Fire Chief's response in the preceding paragraph. The Fire Chief shall provide a written response within ten (10) calendar days of receipt of the grievance.

Step 2

If the matter is not resolved in Step 1, the Union may pursue the grievance by referring the matter to the Chief Administrative Officer (CAO) or designate within ten (10) calendar days of receipt of the Fire Chief's response. The CAO or designate shall meet with the Union and provide a written response within

ten (10) calendar days from the date the matter was referred to the CAO or designate.

Step 3

If the matter is not resolved in Step 2, either party may refer the dispute to Arbitration within ten (10) calendar days of receipt of the written response in Step 2.

- (b) Policy Grievance - where a dispute involving a question of general application or interpretation occurs, it shall be submitted at Step 1 of this Article.

Suspension or Dismissal – where a dispute involving the suspension or dismissal of an employee occurs, it shall be submitted at Step 1 of this Article within seven (7) calendar days of the date the employee received written notice of such suspension or dismissal.

- (c) Arbitration

The parties shall use a single Arbitrator, unless either party wants a three (3) member Arbitration Board which shall consist of one (1) nominee appointed by each party and a Chairperson mutually selected by the two nominees.

Where the parties agree to use a single Arbitrator, the Arbitrator shall be mutually agreed to and appointed within fourteen (14) calendar days of the date the matter was referred to Arbitration. If the parties fail to mutually agree to the single Arbitrator within the fourteen (14) calendar day period, the appointment shall be made by the Director, Collective Agreement Arbitration Bureau upon the written request of either party.

Where the matter is to be referred to a three member Board of Arbitration, the party referring the matter to Arbitration shall advise the other party in writing of the name and address of its nominee on the Arbitration Board within ten (10) calendar days of the date the matter was referred to Arbitration. Within ten (10) calendar days thereafter, the other party shall respond in writing indicating the name and address of its appointee to the Arbitration Board. The two nominees shall select a third person who shall be the Chairperson.

If the party receiving the notice fails to appoint its nominee to the Board of Arbitration, or if the two nominees to the Board of Arbitration fail to agree on a Chairperson within ten (10) days of their appointment, the appointment of a Chairperson shall be made by the Director, Collective Agreement Arbitration Bureau upon the written request of either party.

Each party shall bear the fees and expenses of its nominee to an Arbitration Board and each party shall bear equally the fees and expenses of the Chairperson or the single Arbitrator.

The decision of the single Arbitrator or the majority decision of the Arbitration Board shall be final and binding on both parties.

- (d) The time limits stipulated in both the grievance and arbitration procedures may be extended by mutual consent of the parties.
- (e) The Employer shall have the same rights as the Union to file and process a grievance.

18. UNION REPRESENTATION

An employee shall be advised that they may wish to have a Union Representative with him/her during any investigation which may lead to disciplinary action taken against that employee that will form part of the employee's disciplinary record. Further, the Union shall be notified if verbal disciplinary action is to be taken against an employee in the bargaining unit and shall be given a copy of any written notification of disciplinary action that will form part of an employee's disciplinary record. Where the employee elects not to have a Union representative present, or where a Union representative is not available, the absence of a Union representative shall not affect the Employer's right to impose discipline and shall not be used in and of itself as a reason to request an Arbitrator to amend or overturn the discipline.

19. HUMAN RIGHTS

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

20. UNIFORMS

- (a) The Employer shall issue to all Firefighters the following items of uniform clothing:
 - (i) upon completion of training: 8 short sleeved station shirts, 1 long sleeved dress shirt, 1 trouser – dress pant, 4 trousers – station pant, 1 belt/buckle, 1 tunic, 1 pair station boots, 1 forge cap with cap badge, 2 ties, 1 Station Jacket (multi-use: reversible high visibility shell, crested fleece liner with removable sleeves), 8 t-shirts, 1 job shirt and 2 pair shorts or sweat pants.
 - (ii) once every year: 2 short sleeved station shirts, 2 trousers – station pant, 4 t-shirts, 1 job shirt and 1 pair shorts or sweatpants;
 - (iii) once every three (3) years: 1 pair station boots;
 - (iv) once every five (5) years: 1 long sleeved dress shirt, 1 trouser – dress pant, 1 belt/buckle, 1 Station Jacket (multi-use: reversible high visibility shell, crested fleece liner with removable sleeves).

Note that issue of job shirts is currently under review.

- (b) Further to the uniform issue in item (a) above, the Employer will replace these items as required as determined by the Fire Chief.
- (c) The Employer shall pay for the cleaning of the above items of clothing issue (excluding t-shirts, shorts, sweatpants, station jacket) as required.

21. JOINT LABOUR-MANAGEMENT COMMITTEE

- (a) A Joint Labour-Management Committee shall be established comprised of not more than four (4) representatives appointed by the Employer and not more than four (4) representatives to be appointed by the Union. The purpose of the Committee will be to meet and discuss miscellaneous matters related to employment as requested by either party. Employees shall suffer no loss of pay for attending Committee meetings. Meetings shall occur on a monthly basis unless otherwise agreed to by the parties. Minutes of each meeting shall be distributed to each committee member as soon as possible following each meeting.
- (b) The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer.

22. INDEMNIFICATION

Employees of the Maple Ridge Fire Department are covered by the terms of Maple Ridge Indemnification By-law No. 5886 – 2000 as amended from time to time.

DATED at Maple Ridge, British Columbia, this ____ day of April, 2009.

THE CORPORATION OF THE DISTRICT
OF MAPLE RIDGE:

THE MAPLE RIDGE FIREFIGHTERS'
LOCAL 4449 OF THE I.A.F.F.:

“E. Daykin”

“Robert Ramsay”

MAYOR

“Ceri Marlo”

“Jim Bevilacqua”

MANAGER OF LEGISLATIVE SERVICES

SCHEDULE "A"RATES OF PAY

CORPORATION OF THE DISTRICT OF MAPLE RIDGE
AND THE
MAPLE RIDGE FIREFIGHTERS' LOCAL 4449 OF THE I.A.F.F.

Effective 2005 July 01 – 2009 December 31

Key: A = Effective 2005 July 01 – 2005 September 30
 B = Effective 2005 October 01 – 2006 March 31
 C = Effective 2006 April 01 – 2006 December 31
 D = Effective 2007 January 01 – 2007 June 29
 E = Effective 2007 June 30 – 2008 January 25
 F = Effective 2008 January 26 – 2008 October 03
 G = Effective 2008 October 04 – 2009 January 23
 H = Effective 2009 January 24 – 2009 December 30
 I = Effective 2009 December 31

<u>Class Title</u>	<u>Index</u>	<u>Effec. Date</u>	<u>Hourly Rates</u>	<u>Monthly Salaries</u>
Firefighter/Inspector:				
- 1st 6 months	70%	A	20.44	3732
		B	20.85	3807
		C	21.37	3903
		D	21.80	3981
		E	22.12	4040
		F	22.68	4141
		G	23.24	4245
		H	23.83	4351
		I	24.42	4460
- 2nd 6 months	75%	A	21.90	3999
		B	22.34	4079
		C	22.89	4181
		D	23.35	4265
		E	23.70	4329
		F	24.30	4437
		G	24.90	4548
		H	25.53	4662
		I	26.16	4778

SCHEDULE "A" (cont'd)

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<u>Class Title</u>	<u>Index</u>	<u>Effec. Date</u>	<u>Hourly Rates</u>	<u>Monthly Salaries</u>
- 2nd year	80%	A	23.36	4266
		B	23.83	4351
		C	24.42	4460
		D	24.91	4550
		E	25.29	4618
		F	25.92	4733
		G	26.56	4851
		H	27.23	4973
		I	27.91	5097
- 3rd year	90%	A	26.28	4799
		B	26.80	4895
		C	27.48	5018
		D	28.03	5118
		E	28.45	5195
		F	29.15	5324
		G	29.89	5458
		H	30.63	5594
		I	31.40	5734
- 4th year	100%	A	29.20	5332
		B	29.78	5439
		C	30.53	5575
		D	31.14	5687
		E	31.61	5772
		F	32.39	5916
		G	33.21	6064
		H	34.04	6216
		I	34.89	6371

SCHEDULE "A" (cont'd)

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<u>Class Title</u>	<u>Index</u>	<u>Effec. Date</u>	<u>Hourly Rates</u>	<u>Monthly Salaries</u>
- 10 th year (on completion of the employee's 10th calendar year of service)	102%	A	29.78	5439
		B	30.38	5548
		C	31.14	5687
		D	31.76	5801
		E	32.24	5887
		F	33.04	6034
		G	33.87	6185
		H	34.72	6340
		I	35.58	6498
Lieutenant*	112%	A	33.36	6092
		B	34.03	6214
		C	34.88	6369
		D	35.58	6497
		E	36.10	6593
		F	37.01	6758
		G	37.93	6927
		H	38.88	7101
		I	39.85	7278
Captain*	122%	A	36.43	6653
		B	37.07	6769
		C	38.07	6952
		D	38.75	7077
		E	39.33	7182
		F	40.31	7361
		G	41.32	7546
		H	42.36	7735
		I	43.41	7928

* These positions use the 10th year firefighter rate as a base. The remainder are based on the 4th year firefighter rate.

SCHEDULE "B"

RESIDUAL ITEMS

With respect to benefit premiums in Article 11.07, see the 2007 Memorandum of Agreement signed 2008 March 07.