

2020 – 2021

COLLECTIVE AGREEMENT

between the

CITY OF LANGLEY

and the

LANGLEY CITY FIREFIGHTERS' UNION, I.A.F.F. LOCAL 3253

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THIS AGREEMENT entered into the 18th day of October, 2021.

BETWEEN:

THE CITY OF LANGLEY
(hereinafter called the "City")

OF THE FIRST PART

AND:

THE LANGLEY CITY FIREFIGHTERS' UNION, I.A.F.F. LOCAL 3253
(hereinafter called the "Union")

OF THE SECOND PART

PREAMBLE

The purpose of this Agreement is to secure for the City, the Union and the employees of the City, the full benefit of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and the protection of property. It is recognized by this Agreement to be the duty of the City and the Union and the employees to cooperate fully, individually and collectively, for the advancement of the said conditions.

The City 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 City agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

GENERAL CONDITIONS

ARTICLE I - BARGAINING AGENCY

Section 101

The City recognizes the Union as the sole collective bargaining agency of the employees of the Fire Department except the classifications of:

Fire Chief
Deputy Fire Chief
Assistant Fire Chief
Clerical staff

Any employees who are not employees within the meaning of the Labour Relations Code of B.C.

Section 102

The Union agrees that there shall be no soliciting by any of its individual members to the City Council or individual members of Council with respect to rates of pay, working conditions or any other matter covered by this Agreement during the term of said Agreement and that the same conditions will be respected by the City Council.

Section 103

The City agrees that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. The City agrees that the only certification that it will recognize during the term of this Agreement is that of the Union, unless ordered by due process of law to recognize some other bargaining authority.

Employees covered by this Collective Agreement shall not be required to make any written or verbal agreement with the City or its representatives which may conflict with the terms of this Collective Agreement.

ARTICLE II - EMPLOYER'S RIGHTS

Section 201

The Management and the operation of and the direction of the working force is vested exclusively in the City, provided, however, that this will not be used for the purpose of discrimination against employees, and provided that it is not against or contrary to the articles of this Agreement.

Section 202

The City shall have the right to select and promote its employees and to discipline or discharge them for proper cause, provided the employees shall retain the right of appeal under the Grievance Procedure contained in this Agreement.

Section 203

It is agreed that any terms and conditions of employment presently in force but which are not specifically mentioned in the Agreement shall continue in full force and effect for the duration of the contract.

ARTICLE III - UNION SECURITY

Section 301

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

the final day of the first pay period in that month. Deductions shall be made in respect of all subsequent months provided an employee works any part of the month. These arrangements shall remain in effect for so long as this Union remains the recognized bargaining authority.

Section 302

The City agrees to notify the Union, in writing, when an employee covered by this Agreement is hired, promoted, demoted, transferred, laid off, recalled, resigns, is suspended or is terminated.

Section 303

In the event of the Union intending to suspend a member for non-maintenance of membership, or for any other reason, the City shall be notified by the Union in writing at least seven (7) days before such suspension.

ARTICLE IV – Grievance Procedure

Section 401

In the event that any difference arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable, such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

(a) An employee shall meet with their exempt Supervisor, or designate, within ten (10) calendar days of a difference or grievance arising, with or without a Union representative, to discuss the employee's complaint to determine whether the matter can be resolved or whether it is to be formalized as a grievance.

(b) First Step

If such difference or grievance is not settled within ten (10) calendar days, the grievance shall be submitted in writing by a representative of the Union to the Fire Chief. A grievance dealing with dismissal or termination shall start at the second step in the grievance procedure.

(c) Second Step

If such difference or grievance is not settled within ten (10) calendar days, the grievance shall be submitted in writing by a representative of the Union to the Chief Administrative Officer.

(d) Arbitration

Should the Chief Administrative Officer be unable to resolve the grievance under the procedure as set out in the previous Section (c) within ten (10) calendar days, the matter or matters shall be settled by referring same to Arbitration.

The parties shall use a single Arbitrator unless either party wants a three (3) member Arbitration Board. If the parties agree to use a single Arbitrator, the City and the Union shall mutually agree on the Arbitrator within fourteen (14) calendar days of the referral. If using a three (3) member Board, one (1) member shall be appointed by the City and one (1) by the Union, such appointments to be made within seven (7) calendar days of the failure of the Chief Administrative Officer and the Union to reach a decision, and the third member shall be appointed within five (5) calendar days by the two (2) members so appointed and shall be Chairman. Should the parties fail to agree on a Chairman or single Arbitrator within the timelines in this Section, either party may apply to the Director of the Collective Agreement Arbitration Bureau within the following ninety (90) calendar days to make the appointment.

The majority decision of the Board shall be final and binding on both parties and each party shall bear the expense of their arbitrator and pay half of the expenses of the Chairman or single Arbitrator.

- (e) In the event the Board of Arbitration finds that an employee has been dismissed or suspended for other than proper cause, the Board of Arbitration may direct the City to reinstate the employee and pay to the employee a sum equal to his/her wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable or make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the parties.
- (f) Wherever a stipulated time is mentioned herein, this said time may be extended by mutual consent of the parties.

ARTICLE V - VACATIONS AND GENERAL HOLIDAYS

Section 501 - Statutory Holidays

- (a) All employees of the City shall be granted payment for all Statutory Holidays and for any day which the Council of the City may declare a public holiday.
- (b) For the purpose of this section, all new employees hired by the City shall have worked for the City at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to the Statutory Holiday.
- (c) In the interpretation of this section the following are the Statutory Holidays which shall apply, namely:
 - Christmas Day and the day immediately following
 - New Year's Day
 - Good Friday
 - Easter Monday
 - Canada Day
 - Victoria Day
 - B.C. Day
 - Labour Day

Thanksgiving Day
Remembrance Day

Any day appointed by Proclamation of the Governor in Council as a holiday of general application throughout Canada and any day appointed by Proclamation or Order of the Lt. Governor in Council as a holiday.

- (d) If a statutory or public holiday falls on a non-working day, the City may declare that the working day immediately preceding the holiday or the working day immediately following the holiday be observed in lieu of the said holiday. This declaration applies only to Fire Prevention employees.
- (e) Fire Suppression employees shall be credited with the Statutory Holidays identified in Subsection (c) above as at January 01 each year, such credit to be taken at a time or time(s) mutually agreed between the employee and the Employer. In the event an employee takes all or a portion of such statutory holiday entitlement as vacation, and subsequently terminates his employment with the City, adjustments will be made to the employee's final pay cheque to recover any overpayment of Statutory Holiday Pay.
- (f) Employees who work on a Statutory Holiday identified in Subsection (c) above, shall be compensated at the rate of time and one-half (1½X) their regular rate of pay for all hours worked on the Statutory Holiday.

Section 502 - Non-Suppression Staff Only

Where Statutory Holidays or public holidays declared by Council of the City occur while an employee is on Annual Holidays or Saturday or Sunday, extra days in lieu of such holidays shall be granted.

Section 503 - Annual Vacations

Every employee shall be entitled to paid annual vacations as hereinafter provided:

- (a) Those employees who are employed in the suppression positions shall be entitled to the following paid annual vacations:
 - (i) employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act;
 - (ii) in the first part calendar year of service, vacation will be granted on the basis of one twelfth (1/12th) of eight (8) duty shifts for each month or portion of a month greater than one-half (½) worked by 31 December;
 - (iii) during the second (2nd) up to and including the fourth (4th) calendar year of service – eight (8) duty shifts;
 - (iv) during the fifth (5th) up to and including the tenth (10th) calendar year of service – twelve (12) duty shifts;

- (v) during the eleventh (11th) up to and including the twenty-third (23rd) calendar year of service, except during the twenty-first (21st) calendar year of service – sixteen (16) duty shifts;
 - (vi) during the twenty-first (21st) calendar year of service – twenty (20) duty shifts;
 - (vii) during the twenty-fourth (24th) and all subsequent calendar years of service – twenty (20) duty shifts.
- (b) Those employees who are employed in non-suppression positions shall be entitled to the following paid annual vacations:
- (i) employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act;
 - (ii) in the first part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$ th) of fourteen (14) calendar days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by 31 December;
 - (iii) during the second (2nd) up to and including the fourth (4th) calendar year of service – fourteen (14) calendar days;
 - (iv) during the fifth (5th) up to and including the tenth (10th) calendar year of service – twenty-one (21) 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-eight (28) calendar days;
 - (vi) during the twenty-first (21st) calendar year of service – thirty-five (35) calendar days;
 - (vii) during the twenty-fourth (24th) and all subsequent years of service – thirty-five (35) calendar days.
- (c) After the completion of twenty (20) years' service, twenty-eight (28) additional calendar days will be granted as annual leave, to be taken before the completion of twenty-five (25) years of service, and that a similar allowance be made at the completion of twenty-five (25) years' service and each subsequent five (5) year period thereafter. PROVIDED HOWEVER that:
- (i) when an employee who is entitled to additional leave under this Section 503(c) elects to take such leave, he shall make application to the Fire Chief within thirty (30) calendar days following the date of publication of the annual vacation schedule for the employees by the Department, stating the period when he wishes to be absent on leave; any application for additional leave may be amended or changed by the applicant within the prescribed thirty (30) calendar-day period; any application for additional leave or any application to amend or change any application for additional leave made following the expiration of the prescribed thirty (30) calendar-day period may be refused by the Fire Chief if, in his

opinion, the exigencies of the Department necessitate such refusal, but such applications shall not be unreasonably refused by the Fire Chief;

- (ii) subject to Section 503(c)(i), an employee may take additional leave to which he is entitled under this Section 503(c) commencing from January 1st in the calendar year in which he qualifies for such leave but if he exercises this privilege and fails to remain in the employment of the Employer in the Department for any reason until the date in that calendar year on which he qualifies for such leave, he shall reimburse the Employer for the cost of the additional leave taken by him;
- (iii) subject to Section 503(c)(i), an employee may take additional leave to which he is entitled under this Section 503(c) up to and including December 31st of the calendar year in which the last day of the five (5) year period on which he is otherwise required to take such leave occurs;
- (d) 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 (1/12th) of their vacation entitlement for that year for each month or portion of a month greater than one-half (½) worked to the date of termination.

PROVIDED THAT:

- (e) "calendar year" for the purposes of this Agreement means the twelve (12) month period from 1 January to 31 December inclusive;
- (f) All vacations shall commence on the first duty shift after the member's days off;
- (g) Vacation pay at the rate of the confirmed rank shall be paid at the time of the vacation or annual leave or long service leave;
- (h) In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation;
- (i) Employees leaving on Municipal Pension Plan or upon leaving at reaching maximum retirement age are entitled to vacation as follows:
 - (1) If retiring prior to the 1st day of April they receive one-half (1/2) of the usual annual vacation;
 - (2) If retiring on the 1st day of April or later they receive full annual vacation.
- (j) Recognizing the unique nature of employees commencing employment late in a calendar year, the Employer may pay employees hired after May 1st cash in lieu of leave. This arrangement is due to the uniqueness of such situations and is not precedential in nature.
- (k) Employees working the two platoon system may elect, upon receiving the approval of the Fire Chief, to receive in cash all or a portion of their Public Holiday or Long Service Leave entitlements. It is understood that employees submitting such application for redemption must do so prior to October 31 in the year preceding the year in which such redemption is to occur.

ARTICLE VI - EMPLOYEES' BENEFITS

Section 601 - Group Life Insurance

- (a) The parties hereto mutually agree that all new employees of the City, engaged after the effective date of the plan, shall participate in a Group Life Insurance Plan, which shall include accidental death and dismemberment coverage, immediately upon completion of one (1) month's employment from the date of hire and shall continue to participate in such plan as a condition of employment.
- (b) The premium shall be paid one hundred percent (100%) by the City.
- (c) The Group Life Insurance Plan provides coverage in the amount of two (2) times the employee's annual regular salary with an equal amount of Accidental Death and Dismemberment coverage, all subject to the provisions of the Plan.
- (d) Long Term Disability Plan

The parties hereto mutually agree that all new employees of the City, engaged after the effective date of the Plan, shall participate in the Long Term Disability Plan immediately upon completion of one (1) month's employment from the date of hire and shall continue to participate in such Plan as a condition of employment.

The premiums payable shall be paid one hundred percent (100%) by the participating employees.

Section 602 - Medical Plan and Extended Health Benefits

- (a) All employees, after a period of one (1) month may voluntarily be covered by a Medical Plan. The premium shall be paid one hundred percent (100%) by the City.
- (b) Effective 2021 November 01:

All employees, after a period of one (1) month, may voluntarily be covered by an Extended Health Benefits Plan. The City will pay one hundred percent (100%) of the premium and the plan shall include a deductible of one hundred fifty dollars (\$150.00). The Extended Health Benefits Plan includes coverage for the following:

- (1) Physiotherapy, Massage, Chiropractor, Naturopath, Acupuncture, Podiatrist, Speech Therapy at a combined amount of one thousand five hundred dollars (\$1500.00) per calendar year;
- (2) Psychologist at one thousand dollars (\$1000.00) per calendar year;
- (3) Laser Eye Surgery at a lifetime maximum of five hundred dollars (\$500.00) per eye;
- (4) Vision Care at four hundred dollars (\$400.00) every two (2) calendar years;
- (5) Eye Exams at one hundred dollars (\$100.00) every two (2) calendar years;
- (6) Hearing Aids at five hundred dollars (\$500.00) every five (5) calendar years.

Section 603 - Dental Plan

- (a) All Regular Full-Time Employees shall, after a period of one (1) month, participate in a Dental Plan (except those with spousal plans) based on the agreement between the carrier and the City and on the following general principles:
- (1) Basic dental services (Part A) pays for:
one hundred percent (100%) of the approved carrier Fee Schedules.
 - (2) Prosthetics, crowns and bridges (Part B) pays for:
seventy-five percent (75%) of the approved carrier Fee Schedules.
 - (3) Orthodontics (Part C) pays for:
sixty percent (60%) of the approved carrier Fee Schedules to a lifetime limit per covered person of five thousand dollars (\$5,000.00).
 - (4) The City will pay one hundred percent (100%) of the costs of the Dental Plan for employees.
- (b) Casual or Time Duration Employees may participate in the Plan on the completion of six (6) months' continuous service with the City.

Section 604 - Payment of Group Benefit Premiums

- (a) Leave of Absence - the City will continue employees on the Medical Services Plan, Extended Health Benefits, Dental Benefits and Group Life Insurance (including AD&D) to which the employee subscribes at such time leave of absence is granted. Such coverage will be at the full cost to the employee.
- (b) Extended Sick Leave - where employees have used all available sick leave credit and holiday pay, the City will continue to carry such employees on their existing group benefit plans for a six (6) month period only. The employees will be required to pay their portion of the benefits during the six (6) month period by the tenth (10th) day of each month. Should an employee not pay his/her share by the tenth (10th) of the current month, the coverage will be terminated. This clause only applies to Medical, Dental, and Group Life Insurance.
- (c) WorkSafeBC - while an employee is in receipt of WorkSafeBC payments or an arrangement under Section 605(c) hereof, the City shall continue payment of its share of the employee's group benefit premiums.
- (d) Layoff - where an employee has been laid off by the City, the City will, if the employee so wishes, pay the City's share of the group benefit premiums for the month during which the layoff occurred and the next month, providing the employee pays his/her share of the premiums to the City at the time of layoff. Following that, the City will continue to administer the benefit plans for such

laid off employee for as long as the employee enjoys seniority providing the entire cost of such benefits are paid each month in advance to the City.

- (e) An employee currently on layoff and enjoying seniority, and returning to work, is eligible immediately to resume the benefits he/she enjoyed prior to the layoff.

Section 605 - Sick Leave

- (a) All employees shall be granted eighteen (18) days' sick leave with pay for each year of continuous service on the basis of one and one-half (1½) days per month on completion of three (3) months' service, retroactive to the employee's first completed calendar month of service. All unused sick leave to accumulate to a maximum of one hundred and twenty (120) days.
- (b) Employees may be required to provide medical documentation completed by a duly qualified medical practitioner licensed to practice in the Province of British Columbia in order for the Employer to authorize the payment of sick leave.
- (c)
 - (i) Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and he is entitled to compensation therefor under the Workers' Compensation Act, he shall not be entitled to use his sick leave credits for time lost by reason of any such disability.
 - (ii) All monies received by an employee by way of compensation for loss of wages under the said Act shall be paid to the City in return for which the City shall pay the employee his normal net take-home pay (as opposed to his regular gross pay).

In the event that an employee was acting in a higher capacity at the time the injury was sustained, then "normal net take-home pay" shall be calculated based upon the rate in effect for the higher capacity class or rank.

- (d) If an employee has exhausted his/her sick leave credits, the employee may, at the discretion of the Chief Administrative Officer, be allowed an extension of the sick leave. Upon return to work, arrangements shall be made to repay the extension in full.
- (e) Any sick time accumulated beyond the limit stated in (a) shall be paid out to an employee's estate upon death.

Section 606 - Sick Leave Recovery

- (a) An employee who commences an action or makes a claim against a third party for damages relating to an injury or illness for which the employee was paid sick leave benefits, shall include in his claim a claim for wage loss equal to the sick leave benefits so paid or projected to be paid, and the cost to the City of continuing benefits coverage for the duration of such absence.
- (b) Where such claim is made to the courts, the employee or his representative shall request the presiding judge, or judge and jury, to specify the amount of any award which is attributable to the wage loss claim.

- (c) Where a voluntary settlement with the third party is contemplated for an amount which is less than the full sick leave benefits paid, the employee shall first obtain the approval of the Fire Chief, which approval shall not be unreasonably withheld. Such voluntary settlement shall specify the amount of the settlement which is attributable to the wage loss claim.
- (d) (i) The employee shall reimburse the City to the extent such wage loss is recovered from the third party less those legal fees certified by the employee's legal counsel as being attributable to proving the wage loss claim.
- (ii) Where wage loss is reimbursed to an employee by an insuring agency such as I.C.B.C. or WorkSafeBC then the employee shall similarly pay to the City the amount of the wage loss so received.
- (iii) Upon being reimbursed pursuant to this Section, the City shall reinstate the employee's sick leave with the number of sick days equivalent thereto, without regard to the legal fees deducted pursuant to (d)(i).
- (e) Failure to comply with this Section shall result in an employee being obligated to pay back to the City the full amount of the sick leave benefits paid in respect of the injury or illness.

Section 607 - Jury or Court Witness Duty Leave

- (a) Employees who are called to serve as jurors or are subpoenaed as witnesses in criminal or civil courts, shall be granted leave of absence for such purposes without loss of any privileges. Normal pay will continue to be issued on the usual pay dates. At the conclusion of his/her duty, the employee shall obtain a certificate from the Court showing the period of his/her jury or witness service and the amount of compensation received, and shall deposit this certificate together with the full amount of the compensation, but not including travelling allowances, with the City. Employees shall make every reasonable effort to request leave prior to such leave occurring.
- (b) In the event that the provisions of this Section indicate abuses, the matter shall be dealt with as per Article VII, Section 704 of this Agreement.

Section 608 - Part-Time Participation in Benefits

Any new Regular Part-Time Employees who are scheduled to regularly work twenty (20) hours per week or more will, on commencing employment, elect to participate in benefit plans or receive a percentage in lieu.

Section 609 - Clothing

The City shall issue to all Firefighters the following items of uniform clothing:

- (a) (i) once annually:
- Two (2) pairs of pants,
 - Four (4) shirts,
 - One (1) pair of boots;

- (ii) on an as-"required" basis:
- One (1) uniform cap,
 - One (1) work jacket,
 - One (1) sweater vest,
 - One (1) belt,
 - One (1) tunic,
 - One (1) dress shirt.
- (b) All clothing referred to in subsection (a) above shall remain the property of the City and shall be returned to the City by every employee leaving the service of the City excepting only those employees retiring on Municipal Pension Plan.

Section 610 - Special Agreement - Municipal Pension Plan

- (a) All existing eligible employees and all future eligible employees will be covered by and be subject to the current and any future rules established by the Municipal Pension Board and the Pension Corporation governing Group 5 participation.
- (b) In conjunction with the establishment of Group 5, all contributions by the City and the employees to the Special Agreement (SA) shall cease for eligible employees. Employee balances in the SA shall be handled in accordance with the rules established by the Municipal Pension Plan.
- (c) All employees eligible for enrolment in Group 5 shall receive a Supplemental Pension Allowance (SPA) of 0.50% of pensionable earnings to be directed to a group tax free savings plan (Group TFSA), and the Union will be responsible for the administration expenses applicable to the plan. The only responsibility of the Employer is to transfer the funds by cheque in January of each year.
- (d) New employees hired into positions that are not eligible to participate in the Group 5 Pension will be enrolled in Group 1 or Group 4 as appropriate under the rules of the Municipal Pension Plan.

ARTICLE VII - WORKING CONDITIONS

Section 701 - Labour Management Committee

The City and the Union agree that a Labour-Management Committee shall be set up to seek solutions to mutual problems and to achieve mutual objectives including any matter arising out of technological change.

Section 702 - Employee Responsibility

It shall be the responsibility of each and every employee to take all reasonable precautions to preserve all records, machines and equipment under his/her care.

Section 703 - Picket Line Protection

No employee covered by this Agreement, except in emergency conditions, will be required to enter any building, property or business where a picket line is in evidence, where such picket line is established under the Statutes of British Columbia or the Statutes of the Federal Government of Canada. Failure to cross such a picket line by the members of the Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

Section 704 - Absence Without Leave

Disciplinary action may be taken by the City against any employee who is absent without leave for a period of more than three (3) consecutive working days.

An employee who is absent without leave for a period of more than ten (10) working days, shall be dismissed and his/her employment with the City terminated. The grievance procedure under Section 401 hereof applies.

Section 705 - Changes in Working Conditions

- (a) In the event of discussions being considered necessary by either party during the term of this Agreement related to new classifications, rates of pay, hours of work, or other working conditions not provided for in this Agreement, it is agreed that either party shall meet the other party in order to carry out such discussions as soon as possible, and in any event, not later than fifteen (15) days from the date of the written request by one party to an officer of the other party.
- (b) For the purpose of this Section it is mutually agreed between the parties hereto that the representatives appointed by each side shall not exceed five (5) members per side present at any meeting, of which not more than three (3) shall be City employees.
- (c) Any negotiations for the renewal or revision of this Agreement, as provided for pursuant to Article XIV, shall be conducted by representatives appointed by each side who shall not exceed six (6) representatives per side, of which not more than four (4) shall be City employees. Leave of absence for the purpose of such negotiations shall be without pay.
- (d) The Union agrees that none of its members shall transact any of its business or any Union business during working hours, except the Union President and Secretary or their appointed representatives who may, from time to time, meet with the Chief Administrative Officer or other officials of the City to transact business relating to personnel and the Collective Agreement, and with the exception of subsection (a), (b) and (c) above.
- (e) Leave of Absence for Union Functions

It is understood that official representatives of the Union be granted leave of absence, without pay, to attend Union conventions or perform any other functions on behalf of the Union and its affiliates, provided not more than two (2) Union representatives shall be away at any one time. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement. Any such leave of absence shall not exceed one (1) calendar months' time.

Section 706 - Job Postings

Vacancies and new positions (other than those of Firefighter) shall be posted and remain posted for a period of twelve (12) calendar days prior to the filling of the vacancy or new position.

Section 707 - Payment of Salary Increments

In all cases where an employee has been promoted or reclassified as to employment, payments of annual salary increments shall be made from the anniversary date of such promotion or reclassification.

Section 708 - General Leave of Absence

- (a) Employees desiring leave of absence with or without pay for any reasons, shall submit an application in writing, where practicable, for such leave to the Chief Administrative Officer. The Chief Administrative Officer shall make the decision, based on the circumstances and merits of each application. Such leave of absence request shall not be unreasonably refused by the Chief Administrative Officer. The Chief Administrative Officer's decision shall be subject to Article IV, Section 401(b).
- (b) Leave of Absence for Public Duties
 - (i) The City recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the City shall allow leave of absence without loss of benefits provided the employee pays full cost of benefits so that the employee may be a candidate in federal, provincial, or municipal elections.
 - (ii) Subject to (iii) below, an employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her term of office.
 - (iii) An employee who is re-elected for an additional term after having received the benefit of (ii) above, shall not be entitled to receive the benefit of this provision again.

Section 709 – Maternity and Parental Leave

An employee shall be entitled to Maternity and Parental Leave in accordance with the provisions of Part 6 of the Employment Standards Act.

Section 710 - Adoption Leave

An employee shall be entitled to adoption leave in accordance with the maternity and parental leave provisions of this Collective Agreement.

Section 711 - Bereavement Leave

- (a) Leave of absence, not exceeding three (3) working days, without loss of pay, shall be granted to an employee attending the funeral of his/her spouse, child, father, mother, sister, brother, grandchild or other relative, if living in the employee's household.

- (b) Employees required to travel more than two hundred and fifty (250) kilometres each way from the City of Langley to attend a funeral for which they are entitled to bereavement leave shall be entitled to one (1) additional day leave of absence without loss of pay.
- (c) Leave of absence, not exceeding one (1) day, without loss of pay, shall be granted to an employee attending the funeral of his/her father-in-law, mother-in-law, grandparent, brother-in-law, or sister-in-law.

Section 712 – Retirement

Each employee who is enrolled in Group 5 of the Municipal Pension Plan shall, upon reaching the maximum retirement age of sixty (60) years, be retired from the Fire Department effective the end of the calendar month in which the employee reaches their sixtieth (60th) birthday.

ARTICLE VIII - WAGES AND BENEFITS

Section 801

- (a) Payment of wages shall be issued bi-weekly.
- (b) The schedule of wages, classifications and salaries for all the employees of the City covered by this Agreement shall be in accordance with the Schedules attached hereto and forming part of this Agreement.
- (c) Payment of wages for vacations, general holidays, paid leave of absence, sick leave, or other paid authorized leave, shall be at the employee's regular classified rate of pay and shall not include any type of premium pay.

Section 802 - Acting in a Senior Capacity

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

Section 803 - Temporary Appointments

When any salaried employee is directed by his/her supervisor to temporarily perform work in a lower classification, the employee shall continue to be paid the established rate of pay for the regular higher classification.

Section 804 - Temporary Appointments Outside the Bargaining Unit

It is the policy of the City and the Union to cooperate in every practical way with employees who desire advancement to classifications covered under Section 101 of this Agreement. Accordingly, when an employee is appointed or requested by his/her supervisor to perform work on a temporary basis in a classification listed in Section 101 of the Agreement, he/she shall be paid while performing such work not less than fifty percent (50%) of the difference between his/her current rate and the rate of the temporary

position listed in Section 101 of the Agreement. It is further understood that for the period of the temporary transfer, such employee will retain all benefits and rights accorded under the Agreement, and will be returned to his/her regular job without loss of seniority on completion of the temporary transfer.

Section 805 - Overtime

(a) Extra Shifts or Portions Thereof

Where an employee works 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.

(b) Overtime

An employee who works 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.

(c) Emergency Callouts

Except as provided in Sections 805(a) and 805(b), an employee reporting for work at the call of the City 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.

(d) Application of Sections 805(a), (b) and (c)

- (1) 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 Section 805(a) (Extra Shifts) above.
- (2) 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 Section 805(b) (Overtime) above.
- (3) An employee who is not on duty and who is required to work in excess of their scheduled work week shall be compensated in accordance with Section 805(a) (Extra Shifts or Portions Thereof) above.
- (4) An employee who is not on duty and who is required by the City to report for duty immediately shall be compensated in accordance with Section 805(c) (Emergency Callouts) above.

(e) Administrative Meetings

An employee required to attend administrative meetings, such as Captains' meeting or safety meeting, while off duty shall be compensated at the employee's regular straight time hourly rate of pay.

Section 806 - Calculation of Shifts

For the purposes of calculating all paid time off benefits under the Collective Agreement, "shifts" shall be calculated based on twelve (12) hours (Suppression) and seven (7) hours (Fire Prevention).

ARTICLE IX - HOURS OF WORKSection 901 - Work Schedules

- (a) The regular hours of work for Fire Suppression personnel shall be an average of forty-two (42) hours per week achieved in accordance with the Two Platoon model identified in the Fire Department Act.
- (b) The regular hours of work for Fire Prevention personnel shall be thirty-five (35) hours per week (exclusive of lunch breaks) achieved over five work days.

Section 902 - Reporting for Work

It shall be the duty of all employees to report for work on each and every working day at the prescribed hours as set out in the hours of work schedule required to be posted in accordance with the Employment Standards Act.

Failure of employees to comply with the provisions of this clause will result in disciplinary action by the City, provided, however, that where an employee is unable to report personally because of sickness, he/she will notify his/her immediate Supervisor or some other official of the City by telephone prior to the commencement of the working day, or as soon as possible thereafter.

ARTICLE X - SENIORITYSection 1001 - Definition

Seniority shall be established on the basis of a regular full-time employee's continuous service with the City, calculated from the date upon which the employee last commenced employment with the City. For employees hired on or after 1996 January 01, seniority shall be established on the basis of a regular full-time employee's continuous service with the Fire Department, calculated from the date upon which the employee last commenced employment with the Langley City Fire-Rescue Service.

Section 1002 - Probationary Period and Seniority

- (a) Notwithstanding anything to the contrary contained in this Agreement, it is mutually agreed that all new employees are hired on probation. The probation period of employment shall continue

for twelve (12) months and during this period no seniority rights shall be recognized. Upon completion of twelve (12) months' continuous service they shall be entitled to seniority in accordance with Section 1001.

- (b) It is mutually agreed that, when hiring new employees, preference may, subject to the same conditions as in Section 1002(a) above, be given to those employees by the City who have had previous seniority.

Section 1003 - Promotions

- (a) In making promotions the required knowledge, ability and skills for the position shall be the primary consideration, and where two or more employees are equally capable of filling the position, seniority shall be the deciding factor.

Where a question of equality of capabilities arises, the senior employee shall be given the first opportunity to demonstrate his/her qualifications before any person is confirmed in the position to be filled.

- (b) The successful applicant shall be placed on probation/trial period for a period of three (3) months. Conditional on satisfactory service, such promotion shall become permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory during the aforementioned probationary period, or if the employee finds him/herself unable to perform the duties of the new job classification, he/she shall be returned to his/her former position without loss of seniority and at the wage or salary applicable to such former position. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and at such wage or salary applicable to such former position.

Section 1004 - Transfers Within the Bargaining Unit

Transfers may be made within the City from one department to another without loss of seniority, on the following basis:

- (1) An employee may apply for transfer to the Fire Chief.
- (2) No employee shall be transferred without due regard to the seniority provisions of this Section of the Agreement.
- (3) Transferred employees' names shall be placed on the Department's seniority list in accordance with their length of service with the City.

Section 1005 - Layoff and Demotion

- (1) The employee within the Department with the least service shall be the first laid off; provided, however, that employees with special skills may be retained to fill classified positions requiring special skills regardless of length of service.

- (2) All employees shall receive at least ten (10) working days' notice of their layoffs or pay in lieu thereof, except those employees who have more than one (1) year of service with the City, who shall receive fifteen (15) working days' notice or pay in lieu thereof. If work is made available by the City, the affected employee must work those ten (10) or fifteen (15) working days of notice, whichever is applicable, and if work is not made available by the City, the employee shall be paid in lieu of notice.
- (3) Where an employee is demoted due to a reduction in staff, the required knowledge, ability and skills of the employee shall be the primary consideration; where these are equal the employee with the shorter length of service in the Department shall be demoted. Demoted employees shall receive the rate of pay set out for the position to which they are demoted as from the date of demotion.

Section 1006 - Service Severance Pay

- (a) A regular employee who has received written notice of layoff shall, within five (5) calendar days, elect to:
 - (1) exercise his/her seniority rights for bumping purposes; or
 - (2) accept layoff.
- (b) If the employee accepts layoff, he/she shall, within thirty (30) calendar days from the effective date of layoff, elect to:
 - (1) either retain seniority rights of layoff and recall; or
 - (2) accept severance pay.
- (c) Upon acceptance of severance pay all seniority rights and rights to recall under the Agreement are terminated; or upon acceptance of retention of seniority rights of layoff and recall all rights to severance pay under these provisions are terminated.
- (d) Entitlement to, and severance pay for each regular employee will be as follows:
 - (1) three (3) days' pay for each calendar year of service up to and including five (5) calendar years of service;
 - (2) five (5) days' pay for each calendar year of service after six (6) calendar years of service;
 - (3) the maximum number of days' pay for severance will be ninety (90) days' pay.

Section 1007 - Rehiring

Employees who have been laid off shall be recalled to work in the reverse order of their lay off, e.g., the last employee laid off shall be the first rehired, subject to the following conditions:

- (1) The employee shall be first rehired into the Department from which he/she was laid off and second, shall be afforded the first opportunity to work in any other Department, provided, however, that the employee is capable of performing the work which may be available.
- (2) It shall be the duty of all employees to notify the City, in writing, of any change of address.
- (3) In the event of recall, the City shall notify laid off employees by registered letter or by telegram forwarded to the last address furnished by the laid off employee. The employee shall notify the City of his/her intention to return to employment within seventy-two (72) hours of delivery of the notification and shall report for work within five (5) days of acceptance of his/her recall.

Section 1008 - Retention of Seniority

It is agreed between the parties hereto that seniority shall be retained and accumulated on the following basis:

- (1) Employees who are laid off after less than one (1) years' service shall retain their seniority for a period of three (3) months.
- (2) Employees who are laid off with more than one (1) years' service shall retain their seniority for a period of one (1) year.
- (3) Absence due to a bona fide sickness, provided such sickness is attested to by a qualified medical practitioner.
- (4) Authorized leave of absence.
- (5) Absence while serving in the Armed Forces during a national emergency and for a period of ninety (90) days after honourable discharge.

Section 1009 - Loss of Seniority

An employee shall lose his/her seniority and be deprived of any further rights under the Collective Agreement for any of the following reasons:

- (1) on voluntarily leaving the service of the City;
- (2) if discharged for proper cause, and is not reinstated;
- (3) if continuously laid off for a period exceeding his/her qualifications under clause (1) and (2) of Section 1008.

Section 1010 - Job Security

When an employee's regular job temporarily or permanently ceases to exist because of temporary conditions or because of permanent changes in work procedures, he/she shall be offered a position commensurate with his/her knowledge, ability, skills and seniority as per Article X of this Agreement. If he/she accepts the new position his/her rate of pay for the position to which he/she is transferred shall not come into effect for five (5) working days.

ARTICLE XI - SAFETY AND HEALTH COMMITTEE

Section 1101

(a) Cooperation of Safety

The Union and the City shall cooperate in improving regulations which will provide adequate protection to employees engaged in hazardous work.

(b) A Safety and Health Committee shall be established and composed of two (2) representatives appointed by the City and two (2) representatives appointed by the Union.

(c) The Safety and Health Committee shall hold meetings as requested by the Union or by the City to deal with all unsafe, hazardous or dangerous situations. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of minutes of all Committee meetings shall be sent to the City and to the Union.

(d) Employees working in any unsanitary or dangerous job shall be supplied with all the necessary tools, safety equipment and protective clothing.

(e) An employee will not be required to work at a job site which is unsafe. If an employee is concerned about the safety of the job site or the equipment assigned, he/she will immediately report the condition to his/her management supervisor who will ensure that the work is performed without undue risk. If the matter remains unresolved, it shall be referred to the Safety and Health Committee. If, in the opinion of the Committee, the job site or equipment is unsafe, the employee shall not be disciplined for his/her refusal to work due to the unsafe condition.

(f) The Safety and Health Committee shall be notified of each accident or injury and shall investigate and report to the Union as soon as possible on the nature and cause of the accident or injury.

(g) An employee who is injured during working hours, and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay, without deduction from sick leave, unless a doctor states that the employee is fit for further work on that shift. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

(h) Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the City.

(i) It is understood by the parties that every effort will be made to prevent environmental pollution. It will be the objective that neither the City nor the Union will knowingly or purposely engage in practices which will cause serious damaging effects to the environment.

(j) Disclosure of Information

Upon request, the City shall provide the Safety and Health Committee with the information it is capable of obtaining from its suppliers on the biological agents, compounds, substances and by-products used in the work environment, and according to current legislation (i.e., W.H.I.M.I.S.).

ARTICLE XII - INCENTIVE PROGRAMS

Section 1201

It is mutually agreed between the parties to this Agreement that employees hired under the provisions of a federally or provincially funded Incentive Program shall be regarded as temporary workers only and the seniority provisions contained in this Article will not apply to them. However, it is also agreed that employees hired under the provisions of the above program, if transferred to the regular staff, or retained at the completion of the said program to work on the regular shift, shall have seniority rights recognized as retroactive to the date of their employment.

ARTICLE XIII - SPECIAL PROVISIONS

Section 1301 - Workplace Harassment

All personnel have the right to work without workplace harassment. Any complaint alleging workplace harassment will be dealt with in the Grievance Procedure and will commence at the second step as outlined in Article IV.

Section 1302 - Discrimination

It is agreed that there shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or stronger disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, physical or mental disability, political or religious affiliation, sex, sexual orientation, or membership or activity in a union.

Section 1303 - Definitions

- (a) "Employee" shall mean a person who is an "employee" as defined in the Labour Relations Code of B.C.
- (b) "Regular Employee" shall be defined as a person employed full-time who has satisfactorily completed the probationary period of employment in an established position.
- (c) "Probationary Employee" shall be defined as a person serving the designated trial period to determine suitability for the position as set forth in Article X, Section 1002.
- (d) "Part-Time Employee" is defined as one that is employed for less than a regular work week of forty-two (42) hours (Fire Suppression) or thirty-five (35) hours (Fire Prevention).

Part-time employees are not entitled to regular employee benefits. They will, instead, receive a twelve percent (12%) cash settlement on their pay cheque which would cover medical benefits, vacation and general holidays, group life and other miscellaneous benefits.

- (e) "Time Duration and Casual Employees" shall be defined as employees (other than probationary, regular, or regular part-time employees) who are employed to augment the regular shift or who are employed on a special project of limited duration not exceeding six (6) calendar months (such period of time may be extended by mutual consent by both parties, in writing). Time Duration

and Casual Employees during the aforementioned period shall not be entitled to fringe benefits other than those to which a person becomes entitled by reason of statute, but shall be entitled to accumulate seniority from the date of hire. Time Duration Employees completing six (6) calendar months shall be entitled to all fringe benefits retroactive to the date of hire, other than group life insurance and long term disability insurance, which shall be effective after such six (6) month period.

- (f) "Disabled Employee" shall be defined as a person who is in receipt of long term disability benefits provided by the policy in this Collective Agreement and who shall not accrue sick leave, annual vacations or statutory holidays, after four (4) weeks on a long term disability claim. The City will pay one hundred percent (100%) of the premiums for Medical, A.D. & D., EHB, Life Insurance, and Dental coverage for employees in receipt of a long term disability claim for a maximum of two (2) years.

ARTICLE XIV - DURATION OF AGREEMENT

This Agreement shall take effect from 2020 January 01 and shall remain in effect until 2021 December 31, and thereafter from year to year unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either party to the other party during the period beginning on the first day of September of any subsequent year. Within five (5) days after receipt of any notice given pursuant to this section by either party, the parties to this Agreement shall commence negotiations. During the period of negotiations this Agreement shall continue in full force and effect.

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

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and the year first above written.

THE CORPORATE SEAL OF THE CITY OF LANGLEY
was hereunto affixed in the presence of:

THE CORPORATE SEAL OF THE CITY OF LANGLEY
FIREFIGHTERS' UNION, I.A.F.F. LOCAL 3253, was
hereunto affixed in the presence of:

"Francis Cheung"
Authorized Signatory

"Dan Gray"
President

"Beckett Zeller"
Authorized Signatory

"Cam Kaetler"
Secretary

SCHEDULE "A"RATES OF PAY2020 January 01 – 2021 December 31Key: A = 2020 January 01 – December 31

B = 2021 January 01 – December 31

<u>Class Title</u>	<u>Index (%)</u>	<u>Effec. Date</u>	<u>Monthly</u>	<u>Bi-weekly</u>	<u>Hourly</u>
Firefighter:					
- 1 st 6 months	70	A	5912	2719.31	32.37
		B	6060	2787.38	33.18
- 2 nd 6 months	75	A	6335	2913.87	34.69
		B	6493	2986.55	35.55
- 2 nd year	80	A	6757	3107.98	37.00
		B	6926	3185.71	37.93
- 3 rd year	90	A	7601	3496.19	41.62
		B	7791	3583.58	42.66
- 4 th year	100	A	8446	3884.86	46.25
		B	8657	3981.91	47.40
- 10 th year (on completion of the 10 th calendar year of service)	103	A	8699	4001.23	47.63
		B	8917	4101.50	48.83
- 15 th year	106	A	8953	4118.06	49.02
		B	9176	4220.63	50.25
Lieutenant*	112	A	9743	4481.43	53.35
		B	9987	4593.66	54.69
Captain*	122	A	10613	4881.60	58.11
		B	10879	5003.95	59.57

SCHEDULE "A" (cont'd)

Page 2

Key: A = 2020 January 01 – December 31
 B = 2021 January 01 – December 31

<u>Class Title</u>	<u>Index (%)</u>	<u>Effec. Date</u>	<u>Monthly</u>	<u>Bi-weekly</u>	<u>Hourly</u>
Fire Prevention Officer*	122	A	10613	4881.60	69.74
		B	10879	5003.95	71.49
Fire Inspector: - 1 st 6 months	70	A	5912	2719.31	38.85
		B	6060	2787.38	39.82
- 2 nd 6 months	75	A	6335	2913.87	41.63
		B	6493	2986.55	42.67
- 2 nd year	80	A	6757	3107.98	44.40
		B	6926	3185.71	45.51
- 3 rd year	90	A	7601	3496.19	49.95
		B	7791	3583.58	51.19
- 4 th year	100	A	8446	3884.86	55.50
		B	8657	3981.91	56.88
- 10 th year (on completion of the 10 th calendar year of service)	103	A	8699	4001.23	57.16
		B	8917	4101.50	58.59
- Captain*	122	A	10613	4881.60	69.74
		B	10879	5003.95	71.49

* Based on the 10th year rate. All remaining indices are based on the 4th year rate.

NOTE: FIRE PREVENTION OFFICER AND FIRE INSPECTOR HOURLY RATES ARE BASED ON A 35-HOUR WORK WEEK; FIREFIGHTER, LIEUTENANT AND CAPTAIN HOURLY RATES ARE BASED ON A 42-HOUR WORK WEEK.

LETTER OF UNDERSTANDING

between

THE CITY OF LANGLEY
(hereinafter "the Employer")

and

THE LANGLEY CITY FIREFIGHTERS' UNION, I.A.F.F. LOCAL 3253
(hereinafter "the Union")

RE: OFFICER STRUCTURE

Effective 2004 July 26:

It is agreed between the Employer and the Union that, with respect to the Officer Structure, the following conditions shall apply:

- (a) Subject to sufficient personnel qualifying pursuant to Subsection (b) below, the Employer and the Union agree that, each shift shall incorporate a position at the rank of Captain.
- (b) In order to be eligible to compete for a position at the rank of Captain, or to retain a position at the rank of Captain, or to act in a position at the rank of Captain, a candidate/incumbent:
 - (i) must have attained the rank of Fourth Year Firefighter;
 - (ii) must have completed a Company Officer Program or an equivalent recognized standard as determined by the Fire Chief (the City shall bear the course costs for all participants in a Company Officer Program or an equivalent recognized standard as determined by the Fire Chief); and
 - (iii) must satisfy any other promotional criteria set out in the Collective Agreement.

DATED this 12th day of July, 2004 in the City of Vancouver.

BARGAINING REPRESENTATIVES ON BEHALF OF
THE EMPLOYER:

BARGAINING REPRESENTATIVES ON BEHALF OF
THE UNION:

"Cliff Gittens"

"Tony Crawford"

"Lisa M. Zwarn"

"Stuart Christianson"

"Barry Vignal"