

1st COLLECTIVE AGREEMENT

Between
District of Mission
and
Mission Professional Fire Fighters' Association
Local 4768 of the International Association of Fire Fighters

January 19, 2010 to December 31, 2013



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THIS AGREEMENT made and entered into

BETWEEN **DISTRICT OF MISSION**
(hereinafter called the “Employer”)

AND **MISSION PROFESSIONAL FIRE FIGHTERS’ ASSOCIATION,
LOCAL 4768 OF THE INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS**
(hereinafter called the “Union”)

WHEREAS the District of Mission is an Employer within the meaning of the Labour Relations Code;

AND WHEREAS the Union is the duly certified bargaining authority for those employees of the District of Mission, British Columbia employed as Fire Department personnel excepting the Fire Chief, Assistant Fire Chiefs, clerical administrative staff, and volunteer and/or paid-call members of fire fighting personnel;

AND WHEREAS this Agreement constitutes the wages and working conditions for the employees in respect of whom the Union is so certified;

NOW, THEREFORE, the Parties hereto agree as follows:

Article 1. Preamble

The purpose of this Agreement is to secure for the Mission Fire Rescue Service, the Union and the employees of the Employer covered by this Agreement the full benefit of orderly and legal collective bargaining and to ensure to the fullest extent possible, the safety and physical welfare of the employees, economy of operation and protection of property. It is recognized by this Agreement to be the duty of the Employer and the Union and the employees to cooperate fully, individually and collectively, for the advancement of said conditions.

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, in the exercise of the functions of management, that 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.

Article 2. Definitions

2.1 Definitions

- (a) “Employee” shall mean a person who is an “Employee” as defined in the Labour Relations Code of British Columbia, and shall include:
 - (i) Probationary Employee - One who is a new employee filling a regular position and is serving a probationary period.
 - (ii) Regular Employee – one who has successfully completed probation

and is employed in a regular position.

- (iii) Temporary Employee - one who is hired to augment the staff, and is employed for a determined or determinable period of time, task, or project not to exceed six (6) calendar months.
- (b) "Day" shall mean a 24-hour period of time commencing at midnight.
- (c) "Duty Shift" shall mean a regularly scheduled period of work per day pursuant to Article 9.
- (d) "Block" shall mean a regularly scheduled period of work consisting of consecutive duty shifts pursuant to Article 9.

Article 3. Term of Agreement

3.1 Term of Agreement

This Agreement shall be for a period from and including January 19, 2010 to and including December 31, 2013, and from year to year thereafter, subject to the right of either Party to the Agreement at any time within four (4) months immediately preceding the date of expiry of this Agreement, or immediately preceding the last day of December in any year thereafter, by written notice, to require the other Party to the Agreement to commence collective bargaining.

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

3.2 Continuation

Should either Party give written notice, as provided in Article 3.1, this Agreement shall continue in full force and effect, and neither Party shall make any changes or alter the terms of this Agreement until:

- (a) The Union has commenced lawful strike in accordance with the provisions of Part 5 of the Labour Relations Code of British Columbia, or;
- (b) The Employer has commenced a lawful lockout in accordance with the provision of Part 5 of the Labour Relations Code of British Columbia, or;
- (c) The Parties shall have concluded a renewal or revision of this Agreement or have entered into a new Collective Agreement;

whichever is the earliest.

3.3 Exclusion of Labour Relations Code

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.

Article 4. Management Rights

The Employer has the sole and exclusive right to manage its operations and staff, except as expressly limited by this Agreement.

Article 5. Recognition

The Employer recognizes the Union, as the sole and exclusive collective bargaining agency for all fire suppression personnel save and except:

- (a) Fire Chief;
- (b) Assistant Fire Chief(s);
- (c) Paid-On-Call Firefighters.

Article 6. Union Security

6.1 Union Membership

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.

6.2 Union Dues

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.

6.3 Union Deductions

The Employer shall remit the dues deducted to the Union biweekly with a statement of the names of employees and the amount of each deduction.

Article 7. Labour Management Relations

7.1 Representation

- (a) No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the name of its Officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- (b) The Employer agrees that Union representatives shall not be hindered or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that the Employer employs each Union representative and that the Union representative will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Union representative shall leave their work without obtaining the permission of the Fire Chief.

- (c) The Union shall have the right at any time to have the assistance of representatives of the International Association of Fire Fighters when meeting with the Employer.

7.2 Joint Bargaining Committee

A Bargaining Committee shall be comprised of up to four (4) members of the Employer, as appointees of the Employer, and up to four (4) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the committee.

7.3 Joint Labour Management Committee

A Labour Management Committee shall be established for the purpose of developing and maintaining an effective channel of communication between the Employer and the Union.

The Labour Management Committee shall be comprised of up to three (3) members of the Employer, as appointees of the Employer, and up to three (3) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the committee.

Meeting shall occur on a monthly basis unless otherwise agreed to by the Parties.

7.4 Joint Occupational Health and Safety Committee

A Joint Occupational Health and Safety Committee shall be established in accordance with the *Workers' Compensation Act and Regulations*.

7.5 Grievance Committee

A Grievance Committee shall be comprised of up to three (3) members of the Employer, as appointees of the Employer, and up to three (3) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the committee.

7.6 Time Off For Meeting

Any representative of the Union on any of the following committees, or such other committees as the Employer may establish or as may be established by mutual agreement, from time to time who is in the employ of the Employer, shall have the privilege of attending committee meetings held within working hours without loss of remuneration, and after giving reasonable notice to the Fire Chief or designate, nor shall they receive compensation for attending on off duty hours.

- (a) Joint Bargaining Committee
- (b) Joint Labour Management Committee
- (c) Joint Occupational Health and Safety Committee
- (d) Grievance Committee

7.7 Meeting of Committee

In the event either Party wishes to call a meeting of a committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fourteen (14) calendar days after the request has been given.

Article 8. Grievance Procedure and Arbitration

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.

8.1 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 verbal 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 matter is not resolved 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 grievance to the Grievance Committee within ten (10) calendar days of receipt of the Fire Chief's response. The Grievance Committee of the Employer shall provide a written response to the Union within ten (10) calendar days from the date the matter was heard by the Grievance Committee. Failing settlement in Step 2, Step 3 may be invoked.

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.

8.2 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, it shall be submitted at Step 1 of this Article.

8.3 Suspension or Dismissal

Where a dispute involving the suspension or dismissal of an employee occurs, it shall be submitted at Step 2 of this Article within seven (7) calendar days of the date the employee received written notice of such suspension or dismissal.

8.4 Arbitration

A Board of Arbitration shall consist of three (3) persons, one to be chosen by each Party, the third, who shall be Chairman, to be selected by the two (2) so appointed. The representatives of the Parties concerned must meet within fourteen (14) calendar days of appointment and are allowed a further five (5) calendar days to agree upon a Chairman. If they fail to agree upon a Chairman, either Party may apply to the Director of the Collective Agreement Arbitration Bureau to appoint a Chairman. The decision of the Board shall be final and binding on both Parties.

The Parties may upon mutual agreement agree to a single arbitrator to hear all grievances.

As an alternative the Parties upon mutual agreement may refer a grievance to Expedited Arbitration in accordance with the process outlined in Section 104 of the Labour Relations Code of British Columbia.

The arbitrator(s) shall not alter, amend or change the terms and/or conditions of the Collective Agreement.

Each Party shall bear their own expenses and that of their respective appointees and pay half the expense of the arbitration chair or single arbitrator.

8.5 Time Limits

The time limits stipulated in both the grievance and arbitration procedures may be extended by mutual consent of the Parties.

8.6 Employer Rights

The Employer shall have the same rights as the Union to file and process a grievance.

8.7 Union Representation

An employee shall be advised of his/her right to have a Union representative with him/her during or prior to any investigation which may lead to disciplinary action taken against that employee or any other action that will form part of the employee's disciplinary record.

Further, the Union shall be notified of any investigation(s) taking place and 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.

8.8 Optional Grievance Investigation Procedure

- (a) Recognizing that there are times and circumstances in which it may be advantageous to seek third-party assistance in the resolution of grievances, and in an attempt to find a way in which to bring about such resolutions without incurring the costs and delays associated with formal arbitration proceedings, the Parties have agreed to provide for an optional grievance

investigation procedure. The process is intended to complement the grievance and arbitration procedures otherwise provided for in this Agreement. It is NOT intended to replace those other procedures.

- (b) When a difference arises between the Parties in relation to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, the Parties will appoint an investigator agreed to by the Parties to:
 - (i) investigate the difference
 - (ii) define the issue in the difference; and
 - (iii) make written recommendations to resolve the difference within thirty (30) days of the date of the receipt of the request; and for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

(c) Investigator's Expenses

Each Party shall pay one-half (1/2) of the cost incurred in relation to the reasonable remuneration, travelling and out of pocket expenses of the investigator.

(d) Selection of Investigators

The Parties will mutually agree on who the investigator will be for an investigation.

(e) Option Choice and Timing

Either Party may choose to implement the investigation procedure, provided that all steps of the grievance procedure, prior to reference to arbitration, have been exhausted without a resolution of the difference. The Party wishing to use the investigation procedure shall notify the other Party of the decision within five (5) working days of the receipt of the reply at the third step of the grievance procedure. Such notification must be in writing. The Party receiving the notification may refuse to accept the investigation procedure, in which case the provisions of Article 8 (dealing with arbitration) are then applicable and the time limit contained in that article begins to run from the date of the refusal decision being delivered in writing. No reasons for the refusal need be given.

(f) Option for Binding Recommendations

While the grievance investigation process is intended to yield only non-binding recommendations, the Parties may agree that the recommendations will represent a binding award, in the manner of an arbitration award. Any award made in accordance with this article, shall have no precedential value. Such agreement must be made in advance of the appointment of the investigator.

Article 9. Hours of Work and Overtime

9.1 Regular Hours of Work

- (a) Effective signing of this Agreement, the regular hours of work for employees shall be forty (40) hours per week, eight (8) consecutive hours per day. The work week shall be Monday to Friday.
- (b) Following the start date of four (4) additional fire fighters, the regular hours of work for employees shall consist of an average of not more than forty-two (42) hours per week. Shifts shall be four (4) twelve (12) hour day shifts, followed by four (4) consecutive days off. The work schedule shall be balanced on a 56 calendar day cycle from a common date in time.
- (c) Following the start date of eight (8) additional fire fighters, the regular hours of work for employees shall consist of an average of not more than forty-two (42) hours per week. Shifts shall be two (2) ten (10) hour day shifts, followed by two (2) fourteen (14) hour night shifts, followed by four (4) consecutive days off. The work schedule shall be balanced on a 56 calendar day cycle from a common date in time.

9.2 Courses, Meetings and Training

- (a) Employees who are required to attend conventions, department meetings, or matters on behalf of the Employer on regular days off will be provided the equivalent of straight time off by means of days in lieu. The employee will receive a minimum of four (4) hours. Such time may be accumulated and taken at a time mutually agreed to by employee and the Fire Chief.
- (b) The rate of pay for an employee, who is required by the Employer to attend courses and training outside of their scheduled shift, shall be paid at one and one half (1½) times for all hours in attendance at the course or training session, with a minimum of two (2) hours. All time over two (2) hours shall be calculated at 15 minute intervals for each portion of a 15 minute interval the employee is receiving training.
- (c) The compensation for the time employees are required to attend training outside of their scheduled shift, pursuant to paragraph above, shall be taken by the employee as time off from work during the calendar year in which the required training is held, subject to the operational requirements of the department. If, due to operational or other extenuating circumstances, the employee is not able to take all of the accumulated time off from work during the calendar year in which the required training program or course is held, the remaining time off shall be scheduled by December 31st of the current calendar year and used by the employee by March 31st of the following calendar year, or the remaining time shall be paid out.

9.3 Extra Shifts

Where an employee agrees 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.

9.4 Overtime

All time worked concurrent and immediately following the end of an employee's regular duty shift at the request of the Employer, shall be deemed to be overtime and shall be paid at one and one-half (1½) for the first two (2) hours and double (2) time thereafter. Overtime shall be calculated in 15 minute intervals rounded up to the next nearest interval.

9.5 Emergency Callout

Except as provided in Articles 9.3 and 9.4, 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 9.5 on a General Holiday as defined in Article 15 the employee shall be compensated at three (3) times their regular rate of pay. The balance of the above paragraph shall apply unchanged.

9.6 Banking Overtime

- (a) A maximum of two (2) blocks per year may be accumulated and scheduled at a time mutually agreed to by the individual and the Fire Chief. Scheduling of time off shall not be unreasonably denied but may be restricted due to bona fide operational reasons. Accumulated overtime in excess of two (2) blocks shall be paid out in full during the next complete pay period.
- (b) Payment of banked overtime shall be paid at the earned rate. Banked overtime shall be reconciled as paid out or as time off no later than December 1st of each year. Employees may carry over one (1) block to augment the next year's vacation allotment as time off. Such request must be received in writing by the Fire Chief no later than November 30th in each year.

9.7 Notice of Shift Change

The Fire Chief shall establish the shift schedules, which may be amended from time to time. Except in times of emergencies, forty-eight (48) hours notice shall be given before a change of regular shift.

Article 10. Remuneration

10.1 Payment of Wages

The Employer shall pay wages bi-weekly on a Thursday in accordance with the wage schedules described attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of the employee's wages and deductions.

10.2 Acting Pay

All employees who are required to assume the duties and responsibilities of an employee of higher rank, for a period of one half (1/2) duty shift or greater, shall be paid the rate of pay of the higher rank, for the period so employed, provided that the Fire Chief has approved or authorized the employee to assume the duties of the higher rank.

Article 11. Job Classification

11.1 Job Descriptions

The Employer shall prepare job descriptions for all classifications for which the Union is the bargaining agent. These descriptions, and any amendments to existing descriptions, shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

Article 12. Appointments, Promotions and Staff Changes

12.1 Changes in Staffing

The Employer 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.

12.2 Job Postings

When a vacancy occurs or a new position is created the Employer shall notify the Union in writing and post notice of the position in the fire stations and on all bulletin boards for seven (7) calendar days. The posting shall include relevant details, as determined by the Employer, regarding the position including required knowledge, skills and abilities, and rate of pay.

If the Employer deems it necessary to fill the vacancy for the seven (7) calendar days the Employer may employ temporary employees without posting, provided there is no qualified employee available.

12.3 Promotions

In making promotions, the highest relevant level of skill, knowledge, ability and capacity for leadership of the applicants as determined by the Employer shall be the primary consideration, and where such factors are equal, seniority shall be the determining factor. The promotion process is subject to the conditions of the Letter of Understanding between the Parties.

12.4 Trial Period

Employees appointed, promoted or transferred to a new position shall serve a six (6) month trial period in the new position before being confirmed in the appointment. If the appointment is not confirmed, that employee shall revert to the previous position held or to a position of equal value for which the Employer deems the employee to be qualified.

During the trial period, if the employee chooses to return to his/her former position, the employee shall so inform the Employer prior to the expiration of the trial period

and shall be returned to her/his former position and wage rate without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to her/his former position and wage rate without loss of seniority.

12.5 Temporary Out-Of-Scope Assignment

No employee shall be temporarily transferred to a position outside the bargaining unit without the employee's consent.

An employee who is temporarily transferred to an out-of-scope position shall continue to accrue seniority.

Article 13. Seniority

13.1 Probationary Employees

- (a) Every new employee shall be considered to be on probation until the completion of twelve (12) months' service satisfactory to the Fire Chief.
- (b) If at any time during this period the Fire Chief determines that the employee is unsuitable for continued employment, his or her employment may be terminated with one (1) day notice.
- (c) During the period of probation the employee's suitability for continued employment shall be assessed on the basis of factors such as:
 - (i) conduct,
 - (ii) quality and quantity of work,
 - (iii) ability to work harmoniously with others, and
 - (iv) ability to meet work standards as set by the Employer.
- (d) Following completion of the probation period, seniority and other perquisites referable to length of service shall be effective from the original date of hire.

13.2 Seniority

- (a) "Seniority" means continuous service with the Employer since the initial date of hire into the bargaining unit that is uninterrupted by lay-off, resignation or termination. Temporary employees shall not accumulate seniority.
- (b) In the event two (2) or more employees commence employment on the same day, their seniority placement shall be based upon the total score achieved on the evaluations for hiring new employees conducted prior to their first (1st) day of employment.

13.3 Loss of Seniority

- (a) An employee shall not lose seniority if he or she is absent from work because of sickness, disability, accident, layoff of less than one (1) year, or leave of absence approved by the Employer.
- (b) An employee shall only lose his or her seniority in the event:
 - (v) The employee is discharged for just cause; or
 - (vi) The employee resigns or retires; or

- (vii) The employee is absent from work in excess of seven (7) calendar days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible; or
- (c) The employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless due to sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address; or
- (d) The employee is laid off for a period longer than one (1) year

13.4 Seniority List

The Employer shall maintain a seniority list showing the employment date and names of all persons employed within the scope of the bargaining unit. The Employer shall keep the seniority list current and provide copies for the Union and for posting.

Article 14. Layoffs and Recalls

14.1 Layoff and Recall Procedure

Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority, providing they are qualified and capable to do the work.

14.2 No New Employees

No new employees will be hired until those laid off have been given an opportunity of re-call in accordance with Article 14.1.

14.3 Notice of Layoff

The Employer shall notify, in writing, those employees who are to be laid off twelve (12) duty shifts before the layoff is to be effective, or pay in lieu of notice.

14.4 Bumping

In the event an employee is laid off or a position becomes redundant, employees affected may bump an employee with less seniority provided the employee exercising the right to bump is qualified and capable to perform the work of the less senior employee. Employees exercising their seniority rights under the provisions of this Article shall do so within four (4) duty shifts of the notice of layoff.

Article 15. General Holidays

15.1 General Holidays

- (a) All employees shall have the following General Holidays off with pay at the employee's regular rate of pay:

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 proclaimed by the Government of Canada, the Province of British Columbia or the District of Mission.

- (b) Employees engaged in a type of work required to be performed continuously and on every day, including General Holidays, throughout the year shall receive in each calendar year time off equivalent to one (1) duty shift for each of the General Holidays listed in paragraph (a) except as provided for under paragraph (c).
- (c) Every employee covered by paragraph (b) 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 General Holidays listed in paragraph (a) which occurs during the employee's period of employment in such part calendar year.
- (d) Requests for time off in lieu of General Holidays shall be submitted for approval in accordance with Article 16.2. The Fire Chief shall determine if employees will receive their first calendar year of General Holiday entitlement in pay.
- (e) Any employee who is required to work on any of the General Holidays listed in paragraph (a) shall, in addition to the entitlement set forth in paragraph (b), shall 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 duty shift provided the duty shift commenced on a General Holiday.
- Duty shifts that do not commence on a General Holiday but which overlap onto a General Holiday are not eligible for any premium payments on such duty shifts.
- (f) 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.
- (g) An employee shall not earn or retain General Holiday entitlements while on unpaid leave in excess of thirty (30) days.
- (h) In the event an employee resigns or retires their position with the Employer, they must work at least one (1) regularly scheduled duty shift following the General Holiday in order to be eligible for General Holidays which occur prior to resignation or retirement.

Article 16. Annual Vacation

16.1 Entitlement

- (a) Paid annual vacations for all employees shall be granted as follows:
 - (i) During the first (1st) calendar year of service, employees shall be granted vacation pay in accordance with the Employment Standards Act of British Columbia. The Fire Chief shall determine if this vacation entitlement shall be in pay or in vacation time off work.
 - (ii) During the second (2nd) to and including third (3rd) calendar years of service, employees shall be entitled to paid vacation of nine (9) duty shifts.
 - (iii) During the fourth (4th) to and including tenth (10th) calendar years of service, employees shall be entitled to a paid vacation of thirteen (13) duty shifts.
 - (iv) During the eleventh (11th) to and including twentieth (20th) calendar years of service, employees shall be entitled to a paid vacation of seventeen (17) duty shifts.
 - (v) During the twenty-first (21st) and including twenty-fourth (24th) calendar years of service, employees shall be entitled to a paid vacation of twenty-one (21) duty shifts.
 - (vi) During the twenty-fifth (25th) and all subsequent calendar years of service, employees shall be entitled to a paid vacation of twenty-five (25) duty shifts.
- (b) Entitlement for employees working a Monday to Friday shift pattern shall be as indicated in (a) with the exception that four (4) duty shifts shall be equal to a forty (40) hour work week.
- (c) Payment for such vacation shall be at the employee's regular rate of pay.

16.2 Vacation Schedules

On or before December 1st of each calendar year, the Fire Chief will post the dates of the annual training events as described in Article 16.3. On or before December 15th of each calendar year, employees shall submit their requests for annual vacations for the following calendar year and on or before January 15th, of each calendar year, the Fire Chief shall approve the scheduling of annual vacation time.

16.3 Vacation Restrictions

Annual vacation requests will not be approved during the annual training events scheduled in the spring and in the fall unless otherwise approved at the discretion of the Fire Chief, or designate.

16.4 Minimum Staffing

Only one (1) employee per platoon shall be approved for scheduled vacation, unless otherwise approved at the discretion of the Fire Chief, or designate.

16.5 End of Service

- (a) Employees who leave the service of the Employer during the calendar year, shall have their annual vacation allotment calculated on a pro-rated basis to the last day worked.
- (b) There shall be no pro-rating of vacation entitlement for employees who retire in accordance with the Municipal Pension Plan Rules.

16.6 Unpaid Leave of Absence

Employees who are absent on unpaid leave of absence shall have their annual vacation pay prorated on the basis of the total unpaid time absent.

Article 17. Sick Leave

17.1 Sick Leave

Sick Leave shall mean the period of time an employee is absent from work by virtue of being sick, disabled or injured due to a non-occupational illness or injury or for which compensation is not payable under the Worker's Compensation Act.

17.2 Accumulated Sick Leave

- (a) All employees, upon completion of the probationary period, shall be granted one and one half (1½) duty shifts of sick leave credits for every month of service retroactive to the date of hire. An employee shall be entitled to an accrual of all unused sick leave credits to a maximum accrual equivalent to 2,184 hours.
- (b) A deduction shall be made from an employee's accumulated sick leave credits for all time absent on authorized paid sick leave.
- (c) 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 thirty (30) calendar days.
- (d) An employee, who has exhausted accumulated sick leave, may receive an extension of up to two hundred and sixteen (216) hours. This sick leave extension shall be repaid by the employee upon his/her return to duty through his/her normal monthly accumulation.

17.3 Notification and Proof of Illness

- (a) An employee who is unable to report to work due to illness shall notify the Fire Chief, or designate, as soon as possible prior to the beginning of each shift.
- (b) Any employee requesting sick leave as defined in Article 17.1 may, at the discretion of the Fire Chief, or designate, 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 and/or injury. 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 medical 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.

17.4 Subrogation

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.

17.5 Workers' Compensation

Every employee covered by this Agreement, who is absent from their duties due to injuries received while on duty, shall receive from the Employer their normal net take home pay during such absence from duty, provided that payment of said normal net take home pay shall continue only as long as the employee continues to receive workers' compensation payment in respect to such injury; and provided further, that all compensation to which they are entitled is paid direct from WorkSafeBC to the Employer. The employee's usual deductions shall be deducted from the employee's regular rate of pay.

The provisions of this section do not apply where an employee is permanently incapacitated from serving as a worker and is in receipt of a workers' compensation pension.

17.6 Family Leave

When an employee is required to respond to a medical emergency or to provide care for a sick or injured member of the employee's immediate family, the employee shall be entitled, after notifying the Fire Chief or designate, to use a maximum of four (4) duty shifts sick leave per year, to deal with the medical emergency or care for the member of the family who is sick or injured. Immediate family is defined as: spouse, child, parent, grandchild or grandparent. An employee may be required to provide a certificate from a qualified medical practitioner confirming the illness of the family member.

Article 18. Leave of Absence

18.1 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 leave shall not be unreasonably denied. Bona fide operational concerns are justifiable reasons for denying such leave.

18.2 Leave for Union Business

- (a) Upon application to, and upon receiving the permission of the Fire Chief in each specific case, it is agreed that designated official representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer,

or with respect to a grievance, and such absence 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, it is agreed that designated official representatives of the Union may be granted leave of absence without pay, to attend union conventions or perform any other functions on behalf of the Union and its affiliation, provided that not more than two (2) union representatives are absent at any one time and such absence does not interfere with the operations of the Employer. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement.

18.3 Leave for Public Duties

- (a) Subject to mutual agreement between the Employer and the Union, the Employer may, upon receipt of a written request, grant a leave of absence without pay and without loss of seniority to a maximum of eight (8) weeks, so that an employee may be a candidate in federal, provincial or municipal elections.
- (b) Upon written request, the Employer may grant a leave of absence without pay and without loss of seniority to an employee who is elected to public office, during the employee's term of office.

18.4 Bereavement Leave

- (a) An employee may be granted up to two (2) blocks of leave without loss of pay in the case of death of the employee's spouse or child.
- (b) An employee may be granted up to one (1) block of leave without loss of pay in the case of death of the employee's parent, brother, sister, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandparent-in-law.
- (c) 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 one (1) block.

18.5 Compassionate Leave

In the case of terminal illness of a family member, the employee shall be granted the same time off as set out in Article 18.4.

18.6 Mourner's Leave

Up to one-half (1/2) duty shift leave may be granted without loss of pay to attend a funeral if the service occurs within the boundaries of Mission, Maple Ridge, Abbotsford or Chilliwack. If the service is outside these boundaries an employee may be granted one (1) duty shift leave without loss of salary or wages.

18.7 Jury or Witness Duty

Any employee who is required to serve as a juror, subpoenaed as a crown witness or serve as a witness on behalf of the Employer or as a direct result of their duties, shall receive their regular rate of pay for the period of absence, providing that any remuneration received by the employee for such duty shall be remitted to the Employer. If an Employee is required to serve as a witness on behalf of the Employer on their days off, Article 9.3 shall apply.

18.8 Pregnancy Leave

- (a) The Employer will issue a separation certificate for a pregnancy leave of absence without pay, on the written request of an employee who is pregnant, provided that as much notice as possible is given, but not less than four (4) weeks notice is given prior to the effective date of such leave of absence, notwithstanding a medical emergency.
- (b) The Employer will offer the same position, if it remains established or alternative employment without loss of seniority, to the said employee, providing that at least four (4) weeks prior notice in writing is given by the employee to the Employer of the employee's intention to return to work.
- (c) In no case, shall the total period of pregnancy leave exceed seventeen (17) weeks unless otherwise provided for in this Agreement.
- (d) Failure to inform the Employer, within a period of fifty-two (52) weeks from the date of separation of the employee's intention to return to employment will mean that the separation will be deemed to be permanent with the accompanying loss of all seniority and privileges.

18.9 Parental Leave

- (a) The Employer will issue a separation certificate for a parental leave of absence without pay, on the written request of an employee.
- (b) Parental leave will be granted without pay, for a period not to exceed in total thirty-five (35) consecutive weeks for the birth mother and up to thirty-seven (37) weeks for the birth father or adopting parents unless otherwise provided for in this Agreement, if requested by the birth mother, birth father or the adopting parents.
- (c) Such leave must be taken within the fifty-two (52) week period after the birth of the child of the employee or in the case of the adoption, within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the employee.

18.10 Extension of Pregnancy/Parental Leave

- (a) Where a doctor's certificate is provided stating that a longer period of pregnancy/parental leave is required for health reasons, the Employer may grant an extension up to six (6) months.
- (b) General leave may be granted by the Employer where additional leave is required because of the health of the newborn child.

18.11 Supplementary Employment Insurance Benefits

- (a) An employee, who is the birth mother is entitled to pregnancy leave and who has applied for and is in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments during the Pregnancy Leave.
- (b) An employee, who is the birth father and who, due to the death of the birth mother, has applied for and is in receipt of Employment Insurance benefits, shall also be entitled to receive SEIB Plan payments.
- (c) 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.

- (d) 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:
 - (i) for the first six (6) weeks, which includes the two (2) week Employment Insurance waiting period; and
 - (ii) 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.
- (e) 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.

18.12 Special Leave

Employees shall be allowed one (1) day leave of absence with pay and without loss of seniority and benefits for the birth of an employee's child on the day the child is born and if the birth takes place on the employee's regularly scheduled work day. The provisions of Article 18.8 Pregnancy Leave shall apply to pregnant employees.

Article 19. Employee Benefits

19.1 Group Life Insurance Plan

- (a) Each full-time employee shall be entitled to coverage under the Group Life Insurance Plan effective date of hire and shall continue to participate in said Group Life Insurance Plan as a condition of employment.
- (b) The Group Life insurance benefit shall equal two (2) years' salary with double indemnity, rounded to the next highest thousand dollars (\$1,000) and is subject to the provisions of the Plan.
- (c) The Employer shall pay 100% of the monthly premiums.

19.2 Medical Services Plan of B.C.

- (a) Each full-time employee and their eligible dependants shall be entitled to coverage under the Medical Service Plan of B.C. effective the first day of the calendar month following the date of employment.
- (b) The Employer shall pay 100% of the monthly premiums.

19.3 Extended Health Care Plan (Supplemental Health Insurance)

- (a) 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.
- (b) The Extended Health Care Plan includes coverage for eligible expenses as follows, all subject to the provisions of the Plan:
 - (i) 80% coverage of prescription drugs to \$1,000, 100% thereafter;

- (ii) Annual deductible of fifty dollars (\$50);
 - (iii) Paramedical practitioners such as but not limited to Chiropractors, Naturopaths, Physiotherapy, Massage Therapy, Psychological, and Acupuncture for total coverage of up to \$1,500 payable per person per calendar year for the services of any one or any combination of the licensed practitioners;
 - (iv) Vision Care – \$400 per person every two (2) calendar years;
 - (v) Eye Examination – \$100 per person every two (2) calendar years;
 - (vi) Pay Direct Card;
 - (vii) In province maximum unlimited, out-of-province maximum \$5,000,000.
- (c) The Employer shall pay 100% of the monthly premiums.
 - (d) The Employer agrees to pay up to \$1,000 per eye per lifetime for laser eye surgery per employee.

19.4 Dental Plan

- (a) 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.
- (b) The Dental Plan includes coverage for eligible expenses as follows, all subject to the provisions of the Plan:
 - (i) Basic Dental Services (Plan 'A') – One hundred percent (100%) of the approved schedule of fees.
 - (ii) Prosthetics, Crowns and Bridges (Plan 'B') – Seventy-five percent (75%) of the approved schedule of fees.
 - (iii) Orthodontics (Plan 'C') – Sixty percent (60%) of the approved schedule of fees to a maximum five thousand dollars (\$5,000) per lifetime per person.
- (c) The Employer shall pay 100% of the monthly premiums.

19.5 Pension Plan

In addition to the Canada Pension Plan, any employee entering the service of the Employer shall be enrolled in the Municipal Pension Plan in accordance with the terms of the Municipal Pension Plan rules, as amended from time to time, effective the first day of the pay period following three (3) calendar months of continuous employment.

The Municipal Pension Plan Rules, made under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the Public Sector Pensions Plans Act, apply to the Employer and its employees. If there is a conflict between the Municipal Pension Plan Rules and this collective agreement, then the Rules shall prevail.

The Employer shall apply to the Board of Trustees (the Board) of the Municipal Pension Plan to become a Group 5 employer with respect to those employees employed as a fire fighter as defined by the Municipal Pension Plan Rules.

Article 20. Physical and Medical Requirements

20.1 Physical Requirements

- (a) The Employer recognizes the physical nature of fire fighting and agrees to provide for fitness activity time and access to equipment during the regular shift schedule of all employees, providing that same does not in the judgment of the Fire Chief impair emergency operations in any way.
- (b) All employees shall have physical examinations and maintain their physical condition to ensure they are capable of performing their duties.

20.2 Medical Requirements

- (a) All employees will be required to have medical examinations. Employees up to the age of forty-five (45) shall undertake a medical examination every thirty (30) months by a physician designated by the Employer. Employees over the age of forty-five (45) shall undertake a medical examination every eighteen (18) months by a physician designated by the Employer.
- (b) The Employer shall have the right to direct an employee to undertake medical examinations more often if, in the opinion of the Employer, there is concern or need for such examinations. The Employer shall not exercise this right unreasonably and the Union shall be notified.
- (c) The Employer shall pay one hundred percent (100%) of the fee not covered by the employee's extended medical coverage plan. The results of the examination shall be forwarded to the Human Resources Office, who shall inform the employee and the Fire Chief of the results.

20.3 Vaccinations and Other Medical Precautions

The Employer agrees to pay all associated costs for vaccinations and other medical precautions for the protection of the employees covered by this Agreement, where such medical precautions are reasonably associated with occupational exposure.

Article 21. Clothing

21.1 Uniform Issue

- (a) Probationary employees shall be issued the following uniform items at the beginning of the probationary period:
 - (i) Work shirts – four (4) (variable long/short sleeve)
 - (ii) Trousers – three (3)
 - (iii) Belt – one (1)
 - (iv) WorkSafeBC approved safety boots – one (1) pair
 - (v) Cap complete with badge
 - (vi) Tie with tie clip
 - (vii) Lined waterproof work jacket
 - (viii) T-shirts (100% heavyweight cotton) – four (4)
 - (ix) Toque - one (1)

- (x) Ball cap - one (1)
- (b) Upon completion of the probationary period, the Employer shall provide the following uniform items:
 - (i) Uniform dress tunic and pants
 - (ii) Dress shirt
 - (iii) Dress uniform shoes
- (c) The Employer shall provide on an annual basis the following uniform items:
 - (i) Work shirts – four (4) (variable long/short sleeve)
 - (ii) Trousers – two (2)
 - (iii) T-shirts (100% heavyweight cotton) – four (4)
 - (iv) WorkSafeBC approved safety boots or Rockport-style shoes
 - (v) Tie
- (d) The Employer shall make every effort to provide the annual uniform issue by July 1st of the year in which the uniform issue occurs.
- (e) The Employer shall provide a lined waterproof work jacket every five (5) years, or as needed.
- (f) The Employer shall provide replacements for the following uniform items for each employee covered by this Agreement, upon inspection by a Chief Officer, based on need and normal wear:
 - (i) Belt
 - (ii) Uniform dress tunic and pants
 - (iii) Dress shirt
 - (iv) Dress uniform shoes
 - (v) Uniform cap and badge
 - (vi) Tie with tie clip
 - (vii) Toque - one (1)
 - (viii) Ball cap - one (1)
- (g) The Employee may request substitutions of uniform issue replacements of approximate equal value.

21.2 Firefighting Protective Clothing

The Employer shall provide every employee covered by this Agreement with protective fire fighting clothing required and approved by WorkSafeBC, and such other items as recommended by the Fire Chief and approved by the Employer.

21.3 Employer Property

- (a) All clothing issued under Article 21.1 shall remain the property of the Employer and shall be returned to the Employer by each employee leaving the service of the Employer, except those who are retiring and eligible for pension benefits under the Municipal Pension Plan.
- (b) All protective clothing issued under Article 21.2 and equipment shall remain

the property of the Employer, and shall be returned to the Employer when the employee leaves the service of the Employer.

21.4 Uniform Cleaning

- (a) The Employer shall pay for the cleaning, laundering, alterations, and repair for all employees who are required to wear a uniform in the performance of their duties.
- (b) Each employee shall have the following minimum allowance for cleaning per block or tour of duty (being equivalent to four (4) duty shifts of one (1) week) or as otherwise stipulated.
 - (i) Four (4) shirts
 - (ii) Two (2) pairs of uniform pants
 - (iii) One (1) jacket or uniform tunic every three (3) months or as required
 - (iv) One (1) tie every six (6) months or as required
 - (v) One (1) uniform cap every six (6) months or as required.

Article 22. General Conditions

22.1 Nourishment

At the discretion of the Fire Chief, or designate, the Employer shall provide nourishment for fire fighters during any prolonged major fire.

22.2 Equipment Under the Employee's Care

It shall be the responsibility of every employee to take all reasonable precautions to preserve all records, machines and equipment under the employee's care.

22.3 Role of the Volunteer Fire Fighters

Over the passage of time and as budget permits, it is understood that it is the intention of the Employer to provide full-time fire and rescue coverage to the community.

Volunteer, temporary and/or paid-on-call members shall be utilized to support full-time employees.

22.4 Access to Personnel Files

The Employer agrees that, upon advance request, employees shall have access to and copies of all information which comprises their personnel file.

22.5 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.

Article 23. Present Conditions and Benefits

23.1 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation

shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence and either Party, upon notice to the other, may reopen this present Agreement for negotiations.

Article 24. Severability Clause

24.1 Severability

If any provisions of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of the Agreement shall remain in full force and effect.

Article 25. Indemnification

25.1 Indemnification

Employees of the Employer covered by this Agreement are covered by the terms of the *Indemnification Of Municipal Officers and Employees Bylaw 503-1976* as amended from time to time.

IN WITNESS WHEREOF BOTH PARTIES HAVE EXECUTED THESE PRESENTS

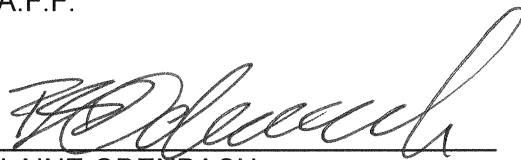
on this 19th day of August, 2010.

SIGNED ON BEHALF OF THE
DISTRICT OF MISSION



JAMES ATEBE
MAYOR

SIGNED ON BEHALF OF THE MISSION
PROFESSIONAL FIREFIGHTERS'
ASSOCIATION, LOCAL 4768 OF THE
I.A.F.F.



BLAINE ODENBACH
PRESIDENT



GLEN ROBERTSON
CHIEF ADMINISTRATIVE OFFICER



NORM MACLEOD
VICE-PRESIDENT

SCHEDULE 'A'
JOB CLASSIFICATIONS

Classification Title	Index	Hourly Rate
Fire Fighter	Probation Rate (1 st 6 months)	70%
	1 st Year (2 nd 6 months)	75%
	2 nd Year	80%
	3 rd Year	90%
	4th Year – 1st class	100%
	10 th Year	102%
Captain*		122%

Note:

Incremental increases shall be granted on the employee's anniversary date in the position.

* This position uses the 10th year fire fighter rate as a base. The remainder are based on the 4th year fire fighter rate.

LETTER OF UNDERSTANDING

RE: Implementation of Wage Increases and Hours of Work

BETWEEN

DISTRICT OF MISSION
(hereinafter called the "Employer")

AND

**MISSION PROFESSIONAL FIRE FIGHTERS' ASSOCIATION,
LOCAL 4768 OF THE INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS**
(hereinafter called the "Union")

This Letter of Understanding is effective the date of ratification of the Memorandum of Agreement which establishes the 2010-2013 Collective Agreement.

All provisions and working conditions provided for by the current Collective Agreement shall prevail except where expressly provided otherwise herein, without exception unless mutually agreed to by the Parties.

1. The Parties agree to the wage rates for Schedule 'A' of the Collective Agreement as attached hereto. The wages are based on 1st class fire fighter classification as at January 19, 2010 (\$34.89 per hour) for the majority of lower mainland municipalities and shall be increased as follows:
 - a) Effective January 19, 2010, all hourly rates of pay shall be ninety-five percent (95%) of the average January 19, 2010 hourly rate of pay for the 'comparable municipalities'. The new hourly rates shall be rounded to the nearest whole cent.
 - b) Effective January 1, 2011, all hourly rates of pay shall be ninety-six percent (96%) of the average January 1, 2011 hourly rate of pay of the first four (4) 'comparable municipalities' to reach agreement. The new hourly rates shall be rounded to the nearest whole cent.
 - c) Effective January 1, 2012, all hourly rates of pay shall be ninety-eight percent (98%) of the average January 1, 2012 hourly rate of pay of the first four (4) 'comparable municipalities' to reach agreement. The new hourly rates shall be rounded to the nearest whole cent.
 - d) Effective January 1, 2013 all hourly rates of pay shall be one hundred percent (100%) of the average January 1, 2013 hourly rate of pay of the first four (4) 'comparable municipalities' to reach agreement. The new hourly rates shall be rounded to the nearest whole cent.
2. The Parties agree that the 'comparable municipalities' shall be:
 - a) Abbotsford
 - b) Chilliwack
 - c) City of Langley
 - d) Maple Ridge
 - e) Township of Langley

3. The Parties agree that effective December 31, 2013 the incremental increases for the classification of fire fighter shall be applied as follows:
 - a) Probation Rate (1st 6 months)
 - b) 1st Year (2nd 6 months)
 - c) 2nd Year
 - d) 3rd Year
 - e) 4th Year (1st class)
 - f) 10th Year

4. Over the passage of time and as budget permits, it is understood that it is the intention of the Employer to provide full-time fire and rescue coverage to the community. The Parties agree to amend the terms and conditions of **Article 9 – Hours of Work** to allow for a phased-in approach to providing full-time (24/7) fire and rescue service as follows:
 - a) Phase 1 – January 19, 2010 – hours of work are in accordance with Article 9.1 (a).
 - b) Phase 2 – 9.1 (b) shall be amended on the start date of four (4) additional fire fighters:

The regular hours of work for employees shall consist of an average of not more than thirty-eight and one half (38.5) hours per week. Shifts shall be four (4) eleven hour day shifts, followed by four (4) consecutive days off. The hours of work shall be between 06:00 and 22:00. The work schedule shall be balanced on a 56 calendar day cycle from a common date in time.
 - c) Phase 3 – July 1, 2013 - hours of work are in accordance with Article 9.1 (b). Following the hiring of eight (8) additional fire fighters the hours of work shall be in accordance with Article 9.1 (c).

5. This Letter of Understanding will remain in effect until written notice to cancel the Letter is served by either Party during a period of collective bargaining. However, in no event shall notice be given to cancel this Letter of Understanding prior to December 31, 2013. The Letter of Understanding will remain in effective until the date of ratification of the Memorandum of Agreement that renews the Collective Agreement that is the subject of negotiations at that time.

DATED at Mission, B.C. this 19th day of August, 2010.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
THE UNION:

SCHEDULE 'A'
JOB CLASSIFICATIONS

Classification Title		Index	Hourly Rate
Fire Fighter	4 th Class - Probation Rate	70%	\$ 23.20
	4 th Class - 6 months	75%	\$ 24.86
	3 rd Class - 18 months	80%	\$ 26.52
	2 nd Class - 30 months	90%	\$ 29.83
	1st Class - 42 months	100%	\$ 33.15
	10 th Year	102%	\$ 33.81
Captain*	Probation Rate	112%	\$ 37.87
Captain*		122%	\$ 41.25

Note:

The hourly rates are based on 1st class fire fighter hourly rate pursuant to *LOU Implementation of Wage Increases and Hours of Work* dated August 19, 2010.

Incremental increases shall be granted on the employee's anniversary date in the position.

* These positions use the 10th year fire fighter rate as a base. The remainder are based on the 1st class fire fighter rate.

LETTER OF UNDERSTANDING
RE: Extra Shifts

BETWEEN

DISTRICT OF MISSION
(hereinafter called the "Employer")

AND

**MISSION PROFESSIONAL FIRE FIGHTERS' ASSOCIATION,
LOCAL 4768 OF THE INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS**
(hereinafter called the "Union")

This Letter of Understanding is effective the date of ratification of the Memorandum of Agreement which establishes the 2010-2013 Collective Agreement.

All terms of the 2010-2013 Collective Agreement remain in effect except as varied below:

1. Notwithstanding Article 9.2, 9.3 and 9.4, employees reporting to work for a full duty shift only, at the request of the Fire Chief, at any other time than their regular working hours shall do so at the special rate of straight time, for the purposes of maintaining minimum staffing of one (1) officer and three (3) fire fighters on regularly staffed first response apparatus and the Employer agrees to maintain one (1) officer and three (3) fire fighters at all times on the same apparatus.
2. Straight time staffing shall only be utilized to fill full and complete duty shifts and not be utilized for purposes of supplementing staffing above regularly scheduled staffing levels, to back-fill shortages caused by relieving regularly scheduled staff to provide other duties not normally associated with suppression duties or administrative reasons such as but not limited to special projects, unless otherwise agreed to by the Union. Any shifts less than a full and complete duty shift shall be compensated in accordance with Article 9.
3. The Employer and the Union agree that when the Employer determines that a shift requires backfilling, the following will apply:

In the case of shift coverage due to a scheduled absence of an employee or sick or injury leave of a member of the bargaining unit, the Employer will give the employees in the bargaining unit a choice to cover the shift subject to the following:

- a) All backfill shifts, excluding shifts on a general holiday, shall be paid at the special rate of straight times normal salary and shall receive the rate of pay for all hours worked subject to a minimum payment of four (4) hours. There shall be no backfilling at the special rate of straight time salary for partial shifts. Any employee requested to work a partial shift shall be compensated in accordance with Article 9.3 - Extra Shifts;
- b) All backfill shifts on a general holiday shall be paid in accordance with Article 15.3(e).
- c) Employees shall not be required to work backfill at the special rate of straight time. All backfill shifts shall be voluntary;
- d) Backfill shifts cannot result in an employee working 24 consecutive hours;

LETTER OF UNDERSTANDING

RE: Promotion to Officer Rank

BETWEEN

DISTRICT OF MISSION
(hereinafter called the "Employer")

AND

**MISSION PROFESSIONAL FIRE FIGHTERS' ASSOCIATION,
LOCAL 4768 OF THE INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS**
(hereinafter called the "Union")

The purpose of this Letter of Understanding is to promote qualified employees to the rank of Captain. The Parties agree that in making promotions, the highest relevant level of skill, knowledge, ability and capacity for leadership of the applicants as determined by the Employer shall be the primary consideration, and where such factors are equal, seniority shall be the determining factor.

This Letter of Understanding is effective the date of ratification of the Memorandum of Agreement which establishes the 2010-2013 Collective Agreement.

All terms of the 2010-2013 Collective Agreement remain in effect except as varied below:

1. The assessment of skill, knowledge, ability and capacity for leadership skills for promotions to officer position shall be based upon the following criteria:
 - a) completion of the required training and education;
 - b) examination results;
 - c) interview; and
 - d) performance appraisals.
2. The Employer and the Union agree that Mission Fire Rescue Service *Operational Guideline - Promotion to the Rank of Full Time Captain* will provide the procedural direction for promotion to officer ranks.
3. The Employer agrees not to make changes to *Operational Guideline - Promotion to the Rank of Full Time Captain* dated May 2010 without prior Union agreement, and the Union agrees that such agreement will not be unreasonably withheld.
4. The Employer agrees that the educational requirements contained in the *Operational Guideline - Promotion to the Rank of Full Time Captain* will not take effect until the courses become available.
5. The Employer agrees that this Letter of Understanding relates to promotion in the suppression division only. Should new officer positions be established in non-suppression divisions, such as Training and Fire Prevention within the bargaining unit, the Employer will consult with the Union to obtain their agreement on the criteria for non-suppression promotion and the Union agrees that such agreement will not be unreasonably withheld.
6. This Letter of Understanding will remain in effect until notice is served by either Party during a period of collective bargaining. The Letter of Understanding will remain in effect until the date of ratification of the Memorandum of Agreement that renews the Collective Agreement

