

COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF VIEW ROYAL

AND

**THE VIEW ROYAL FIRE FIGHTERS' ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 5419**

May 8, 2024 – December 31, 2025

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ARTICLE 1 – DEFINITIONS

- 1.01 **Basic Rate of Pay:** In this Agreement the words “basic rate of pay” shall mean the wage paid as set out in Appendix A exclusive of all premium payments.
- 1.02 **Continuous Service:** The words “continuous service” when used in this Agreement, shall mean the period of employment from the date of hire to the latest date of employment that is not interrupted by termination, dismissal, resignation or abandonment of position.
- 1.03 **Employee:** In this Agreement, the word “Employee” shall mean a person covered by this agreement and employed by the Employer.
- 1.04 **Employer:** In this agreement “Employer” shall mean the Town of View Royal or where the context suggests, the Chief Administrative Officer or designate to carry out administrative duties in respect of the operation and management of the Town.
- 1.05 **Full Time Employee:** In this agreement the words “Full Time Employee” shall mean one who is regularly scheduled to work indefinitely the hours specified in Article 14 Hours of Work.
- 1.06 **Paid On-Call Firefighter:** In this Agreement the words “paid on-call firefighter” shall mean a person who may be regularly scheduled to work less than the Full-Time Employee hours and includes a person who is not regularly scheduled to work but responds on a call basis at the Employer’s request in response to an incident or day or night shift coverage requirements.
- 1.07 **Union:** When used in this Agreement the word "Union" means The View Royal Fire Fighters’ Association, Local 5419 of the International Association of Fire Fighters (IAFF) or its successors.

ARTICLE 2 – TERM OF THE COLLECTIVE AGREEMENT

- 2.01 The effective date of this Agreement shall be the date of ratification and shall continue in force up to and including December 31st 2025 and from year to year thereafter until replaced by a new collective agreement.
- 2.02 Amendments to this Agreement may be made by mutual agreement, at any time through a properly executed letter of understanding.
- 2.03 Notice shall be deemed to have been given at the expiry of this Agreement should either party fail to do so prior to the expiry of this Agreement.

ARTICLE 3 – SCOPE

- 3.01 This Agreement shall apply to all members of the bargaining unit of the View Royal Fire Fighters’ Association, International Association of Fire Fighters, Local 5419, described as “all firefighters”. The following positions are not covered by this Agreement:
- i. Fire Chief
 - ii. Assistant Chief(s)

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The management, operation, and direction of the workforce is vested exclusively with the Employer provided however, that this will not be used for the purpose of discrimination against Employees and provided that it is not contrary to articles in this agreement.

The Union recognizes and agrees that except as specifically delegated, granted, or modified by this Agreement, all of the rights, power and authority which the Employer had prior to the signing of the Agreement are retained solely and exclusively by the Employer, and remain without limitation within the rights of management.

The Employer agrees that the exercise of its rights does not relieve the Employer of its obligations arising out of any other specific provision of this Agreement, or limit the rights of employees arising out of any other specific provision of the Agreement.

ARTICLE 5 – UNION BUSINESS

- 5.01 Union Officials shall suffer no loss of pay while attending Labour Management meetings and grievance meetings, not including arbitration, between the Employer and the Union. The Union shall supply the Employer with a list of designated Union Officials which shall be updated on an annual basis or when change occurs.
- 5.02 When the Union requires a leave of absence for elected or appointed officials of the Union, they shall apply to the Fire Chief no less than ten (10) days in advance of the days required. Such leave shall be granted, with pay, provided the leave of absence does not interfere with the efficient operation of the Fire Department, and the Union supplies a relief firefighter qualified to replace the Employee requesting such leave. It is understood that relief is at no cost to the Employer. If compensation is to be paid to the relief, such compensation shall be paid by the Union.
- 5.03 Bargaining representatives of the Union shall be granted leave of absence (by providing

reliefs) to attend to Union business. Reliefs provided in accordance with this Article are Employees of the Employer entitled to all of their normal benefits under this Agreement except that they will receive no additional compensation from the Employer for work done as reliefs.

- 5.04 Union leave shall not affect the Employee's seniority and/or Benefit entitlements contained in this Agreement shall continue for leaves no longer than thirty (30) consecutive calendar days. For leaves longer than thirty (30) consecutive calendar days the IAFF shall reimburse the Employer for the costs of benefit coverage.

ARTICLE 6 – UNION SECURITY

- 6.01 All Employees covered by this agreement are required to maintain membership in the Union as a condition of their employment.
- 6.02 In the event that the Union is intending to suspend an Employee for non-maintenance of membership or for any other reason, the Union will give written notice to the Employer of at least fifteen (15) calendar days.
- 6.03 Employees shall be required to pay Union dues/assessments commencing on their initial date of hire. The Employer shall deduct from each pay, the amount of the union dues/assessments, as set by the Union, and remit them to the Union by the fifteenth day of the following month. The parties agree to an electronic transfer of funds, where possible.
- 6.04 The Union shall advise the Employer, in writing, of any changes to the amount of dues/assessments to be deducted in this agreement. Such notice shall be communicated to the employer at least fifteen (15) calendar days prior to the effective date of the change and such deductions will occur on the next pay period.

ARTICLE 7– CORRESPONDENCE

- 7.01 All correspondence from the Employer shall be addressed to the Union President and the Union Secretary. All correspondence from the Union shall be addressed to the Chief Administrative Officer and the Fire Chief.

ARTICLE 8 – INDEMNIFICATION

- 8.01 Indemnity shall be as per Town of View Royal Bylaw. If there is a change or removal of

an indemnity bylaw, Employees shall be notified immediately.

ARTICLE 9 – HUMAN RIGHTS, LABOUR CODE AND APPLICABLE LEGISLATION

9.01 The Employer and the Union recognize the applicable provisions of the *British Columbia Human Rights Code*, the *British Columbia Labour Relations Code*, the *British Columbia Employment Standards Act*, the *Freedom of Information and Protection of Privacy Act*, the *Workers Compensation Act*, and the *Fire and Police Services Collective Bargaining Act*, and any applicable act or applicable law.

ARTICLE 10 – NO DISCRIMINATION – NO HARASSMENT

10.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced in respect of any Employee by reason of race, religious beliefs, colour, gender identity, physical disability, mental disability, age, ancestry, place of origin, marital status, family status, or sexual orientation, or an Employee's activities associated with participation with the Union, except to the extent permitted by law as a bona fide occupational requirement.

The Employer and the Union are committed to a non-discriminatory and harassment free workplace, building a respectful environment that is inclusive and welcoming of diversity.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

11.01 Discipline and discharge shall be for just cause. An Employee shall be advised of the right to have a Union Representative present when a disciplinary investigation, discipline meeting or notice of discharge occurs. An Employee shall be afforded reasonable time to arrange Union representation when a disciplinary investigation, discipline meeting or notice of discharge occurs.

11.02 Employees shall receive letters confirming discipline and discharge. Copies of written discipline and discharge shall be provided to the Union. Employees are deemed to have given consent for such documents to be provided to the Union.

11.03 Upon the request of an Employee to the Chief Administrative Officer, and after a minimum of twenty-four (24) months has elapsed from the date the discipline was issued, the disciplinary letter shall be removed from the Employee's personnel file, provided there has been no subsequent disciplinary action involving the Employee.

ARTICLE 12 - GRIEVANCE AND ARBITRATION

12.01 Statement of Intent

The parties jointly recognize the desirability of preventing grievances through the use of good judgment, good communications, and good directives by both parties. Both parties will work diligently to attempt to resolve such differences through informal means, before proceeding to the formal process. However, in the event of a difference of position, it is agreed that any grievance shall be dealt with in accordance with the procedures outlined in this Article, without stoppage of work.

12.02 Mandatory Conditions

- a) Should the Employee or the Union fail to comply with any of the time limits specified in the grievance procedure, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.
- c) During any and all grievance proceedings, the Employee shall continue to perform duties, except in the cases of suspension or dismissal.
- d) A suspension or dismissal grievance shall commence at Step 2 of the Grievance Procedure.

12.03 Grievance Procedure

Step 1

The Employee shall, within fourteen (14) calendar days of the date they become aware of, or reasonably should have become aware of, the occurrence giving rise to the complaint, meet with the aggrieved Employee's immediate non-bargaining unit supervisor and attempt to resolve the grievance at this stage. The supervisor shall advise the Employee of their decision within fourteen (14) calendar days of the Employee first making them aware of the matter. The Union may attend any meeting at this step if the Employee so chooses.

Step 2

If the grievance is not resolved at Step 1, the Union may submit the grievance within fourteen (14) calendar days of the decision of the supervisor, in writing, stating the nature of the grievance and the redress sought, to the Fire Chief. The Fire Chief shall reply in writing within fourteen (14) calendar days of receiving the grievance.

Step 3

If there is no settlement reached at Step 2, the Union shall submit the grievance in writing to the Chief Administrative Officer within fourteen (14) calendar days of the reply from the Fire Chief. The Chief Administrative Officer shall reply in writing within fourteen (14) calendar days of receiving the grievance. If the grievance is not settled at this stage, the Union may decide to proceed to arbitration.

12.04 Policy Grievance

A difference between the parties concerning the general application or interpretation of this Agreement shall be filed as a policy grievance within fourteen (14) calendar days of the difference between the parties being raised. The grievance shall be submitted at Step 2 of this Article.

12.05 Suspension or Dismissal

If a dispute involving the suspension or dismissal of an Employee occurs, it shall be submitted at Step 2 of this Article within fourteen (14) calendar days of the date the Employee received written notice of such suspension or dismissal.

12.06 Arbitration

Either party wishing to submit a grievance to arbitration shall, within fourteen (14) calendar days of the receipt of the decision at Step 3 of the grievance procedure, notify the other party in writing that the matter is being referred to arbitration.

If possible, the parties shall agree to a single Arbitrator who shall hear and render a decision on the grievance. If agreement on a single Arbitrator cannot be reached, either party may opt for a three (3) member Arbitration Board which shall consist of a nominee appointed by each party and a Chairperson appointed by the nominees. If they are unable to agree upon the choice of a Chairman, application shall be made to the Director of British Columbia Mediation Services to appoint an arbitrator pursuant to the provisions of the Labour Relations Code.

The Arbitrator or Arbitration Board shall hear and determine the difference and shall issue an award, in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected by it. Where there is an Arbitration Board, the decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority, the decision of the Chairperson shall be the decision of the Board. The arbitration decision shall be governed by the terms of this Agreement.

The fees and expenses of the Arbitrator/Chairperson shall be borne equally by the two (2) parties to the dispute. Each of the parties to this Agreement shall bear the expense of its appointee to the Arbitration Board.

ARTICLE 13 – SALARIES

13.01 The scale of salaries set out in the attached Schedule A titled "Schedule and Classification of Wages" shall apply during the term of this Agreement.

13.02 Any Employee hired during the term of this Agreement shall commence employment as a Probationary Fire Fighter (1st 6 months) and shall progress to the classification of First Class Fire Fighter upon successful completion of the service required in each classification.

ARTICLE 14 – HOURS OF WORK

14.01 Full Time Employee Hours:

The hours of duty shall be either:

- a) an average of forty-two (42) hours per week scheduled on an eight (8) day cycle. A work week shall consist of two (2) consecutive ten (10) hour day shifts, immediately followed by twenty-four (24) hours off duty, immediately followed by two (2) consecutive fourteen (14) hour night shifts and then four (4) days off. The start and stop times of each respective shift will be through mutual agreement of the Union and the Employer.
- b) or a forty (40) hour work week for Day Staff Employees consisting of either:
 - i. eight (8) hours based on a five (5) consecutive day work week, or
 - ii. ten (10) hours based on a four (4) consecutive day work week.

Upon reasonable notice the Fire Chief may vary the start and stop time of a Day Staff Employee's work day to meet operational needs, such as but not restricted to:

- iii. instruction and training of volunteers;
- iv. inspections;
- v. meetings serving the community;
- vi. staff training.

14.02 Alternate hours of work shall require mutual agreement between the Union and the Employer.

ARTICLE 15 – OVERTIME

15.01 Overtime shall be considered all hours worked in excess of a full-time Employee's regular hours of work where such hours worked have been authorized by the Fire Chief or designate. Scheduled overtime for full shift coverage shall be compensated at a rate of one and a half times (1½X) the Employees Basic Rate of Pay for the first four (4) hours followed by two times (2X) the Employee's Basic Rate of Pay for the remainder of the overtime shift.

15.02 Overtime immediately following the completion of the Employee's regular shift that is authorized by the Employer and worked by the Employee in excess of fifteen (15) minutes or more shall be paid at one and a half times (1½X) the Employee's Basic Rate of Pay up to twelve consecutive hours worked and then two times (2X) the Employee's Basic Rate of Pay thereafter.

15.03 The overtime rate for court duty where called as a witness related to the employees duties shall be paid in accordance with Article 15.01.

15.04 A full-time Employee working overtime in the circumstances described in Article 15 may accumulate and bank their overtime hours at the rate earned and may take time off in lieu of wages. Time off in lieu will be taken by the Employee at time(s) mutually agreed to by the parties based on operational requirements and approved by the Fire Chief. Any earned hours remaining in the Employee's lieu time account over forty-eight (48) hours, as of December 1st that have not been scheduled and approved to be taken by year-end, shall be paid out to the Employee on their next pay period.

15.05 Approved training that is scheduled outside of the Employee's regular hours shall be compensated at straight time which may be banked or taken as pay.

15.06 Where an Employee is required to attend a Departmental Meeting outside of the Employee's regular hours, the Employee shall be compensated a minimum of two (2) hours, at straight time.

ARTICLE 16 – CALL BACK

16.01 Call back occurs when an Employee is called back to work when they are off duty. For each call, the Employee shall be paid for a minimum two (2) hours or for the duration of the event, in accordance with 15.01.

ARTICLE 17 – REMUNERATION

17.01 Basic rates of pay shall be as per Schedule A attached to and forming part of this Agreement.

17.02 For full time Employees working a four days on, four days off cycle, the work year for wages is based on 2184 regular hours of work, averaging 42 hours of work per week achieved over a 56-day cycle. For the purposes of calculation, the 56-day cycle shall begin the shift change after ratification of this first collective agreement by both parties.

17.03 All Employees shall be paid on a biweekly basis, and each Employee shall be provided with an itemized statement of earnings and deductions. Bi-weekly pay will be in accordance with their actual hours worked.

Commencing the pay period closest to January 1, 2025 weekly pay will be an average of the Employees pay in accordance with the biweekly calculation of Appendix A.

ARTICLE 18 – ACTING PAY

18.01 Any person covered by this Agreement who is required to accept the responsibilities and carry out the duties of a bargaining unit position or rank senior to that of the Fire Fighter 1st Class shall be paid at the rate for the senior position or rank while acting.

18.02 All temporary higher rank assigned staff will be required to wear the applicable uniform and epaulets for the assigned rank.

ARTICLE 19 – PERSONNEL FILES

- 19.01 An Employee shall be entitled to review their personnel file(s) in accordance with the *Freedom of Information and Protection of Privacy Act (B.C.)*. The Employee shall be entitled to obtain a copy of material in the file. The Employee may provide written authorization to the Union to review their personnel file(s) as part of a grievance procedure and/or request a copy of relevant information in the file(s) on their behalf.
- 19.02 Where a disciplinary report is to be placed on the Employee's personnel file, a copy of such report shall be provided to the Employee and the Union.

ARTICLE 20 – EXCHANGE OF SHIFTS

- 20.01 Employee's may exchange partial or full shifts among themselves subject to operational requirements, provided that the exchange is:
- i. between Employees in the same rank and/or qualifications;
 - ii. agreed to in writing between the affected Employees and the Fire Chief has reviewed the request and approved;
 - iii. does not result in the payment of overtime or penalty pay;
 - iv. the exchanges take place within twenty-four (24) calendar days, in addition, all shift exchanges shall be balanced by calendar year end;
 - v. there is no more than one (1) shift exchange in each shift block (4 consecutive shifts), to a maximum of eight (8) shift exchanges in a calendar year;
 - vi. the request is submitted at minimum six (6) days in advance of the exchange; and
 - vii. does not result in a disruption of the normal routine of duties.

Each shift exchange shall be agreed to in writing between the affected Employees and the Fire Chief shall review and approve all shift exchanges.

ARTICLE 21 – BULLETIN BOARDS

- 21.01 The Employer will provide a bulletin board at the Fire Hall for the Union to use. The Union will not post anything on the bulletin boards which is disrespectful of the

Employer or which brings the reputation of the Employer into disrepute.

ARTICLE 22 – JOB CLASSIFICATIONS AND JOB DESCRIPTIONS

22.01 All classifications of Employees within the scope of this Agreement shall have established job descriptions that shall be in writing.

ARTICLE 23 – VACATION

23.01 Full time fire fighters are entitled to a vacation with pay at the Employee’s regular rate of pay as follows:

<u>Completed Years of Service</u>	<u>Vacation Amount</u>
First 6 Months	6% of basic pay
Remainder of 1 st year	1 day off per full month of Employment for the remainder of the first year
2 nd up to and including 4 th year	120 hours
5 th up to and including 9 th year	168 hours
10 th up to and including 14 th year	216 hours
15 th year and each year thereafter	252 hours

For the purposes of calculating vacation on an eight (8) or ten (10) hour shift, 40 hour work week, will be as set out below:

<u>Completed Years of Service</u>	<u>Vacation Amount</u>
First 6 months	6% of basic pay
Remainder of 1 st year	1 day off per full month of Employment for the remainder of the first year
2 nd up to and including 4 th year	120 hours
5 th up to and including 9 th year	160 hours

10 th up to and including 14 th year	206 hours
15 th year and each year thereafter	240 hours

23.02 Vacation Scheduling:

- a) The vacation scheduling calendar for the subsequent year shall be distributed to all Employees by October 30th of each year in order of seniority. There will be two (2) rounds of vacation selection where Employees shall indicate their requested days by November 30th.
- b) Employees submitting requests for vacation changes after December 15th of the preceding year will be reviewed on a case-by-case basis by the Fire Chief and will, where possible, be accommodated based on operational requirements.

23.03 Selecting Vacation Days:

First round: using the leave calendar, Employees will indicate in order of seniority the first two (2) blocks/weeks of vacation preferred.

Second round: next one (1) or two (2) block(s)/week(s) selected in order of seniority.

After the second round of vacation selection is completed, any remaining available vacation and banked OT/Statutory days off may be requested throughout the year on a “first come first serve” basis.

All leave request approvals are at the Fire Chief’s discretion and consideration of operational requirements.

- a) No more than one (1) fire fighter per shift will be approved for vacation at any time.
- b) If two (2) or more Employees on the same shift request the same time off, the most junior Employee(s) may have their request denied. The most senior Employee will be approved first, not exceeding two (2) blocks/weeks, then the next most senior and so on.
- c) Upon receipt of the vacation calendar and any other subsequent vacation requests the Employer will reply, approving or denying the request, within seven (7) days.
- d) The Union will make every effort to coordinate Employee’s vacation requests to reduce potential conflicting requests.

23.04 Vacation Carry Over:

Employees may carry over a combined total of forty-eight (48) hours vacation and overtime hours to the succeeding years. Any vacation and overtime hours remaining over the combined total of forty-eight (48) hours, as of December 1st that have not been scheduled and approved to be taken by year-end, shall be paid out to the Employee on their next pay period.

ARTICLE 24 – STATUTORY HOLIDAYS

24.01 The following will be observed as General Holidays:

- | | |
|----------------------|--|
| New Year’s Day | Labour Day |
| Family Day | National Day of Truth and Reconciliation |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| British Columbia Day | |

and any other day designated as a Statutory Holiday by Provincial or Federal Governments or by the Lieutenant Governor in council under the *Employment Standards Act*.

24.02 In any instance that a Statutory Holiday listed in Section 24.01 occurs:

- a) on an Employee’s normal day of rest; or
- b) on a day that an Employee is on annual vacation; or
- c) on a day that is provided in-lieu of a day listed in Section 24.01;

such Employee shall receive time off equivalent to the Employee’s regular working hours without loss of normal straight-time pay.

24.03 An employee whose scheduled shift commences on any of the above-designated Statutory Holidays as set out in Article 24.01 shall be paid Statutory Holiday pay for the entire shift they are scheduled to work, at one and a half times (1½ X) their regular earnings for all hours worked plus a day off in lieu.

24.04 An employee who works a shift that occurs on any of the above-listed designated Statutory Holidays as set out in Article 24.01, for the purpose of Shift coverage, Sick coverage or any other approved coverage, shall be paid at their Scheduled Overtime rate, plus fifty (50) percent regular earnings for all hours worked during the statutory holiday.

24.05 Employees can elect to bank part or all of their Statutory Holiday compensation for use as time off in lieu at a later date. Statutory Holiday time banked shall be taken by the Employee as single days off within the calendar year.

Statutory Holiday time banked that has not been scheduled and approved by December 1, to be taken prior to the end of December each year, shall be paid-out.

ARTICLE 25 – EMPLOYEE BENEFITS PLANS

All full time Employees, and their dependents shall be entitled to coverage under the extended health benefit plan from the first day of the month following their date of hire. The Employer shall contribute eighty percent (80%) of the monthly premium costs and the Employee shall contribute the remaining twenty percent (20%), for all extended health costs.

25.01 The extended health benefit coverage shall include:

- a) An unlimited lifetime maximum;
- b) Prescription drugs as approved by the Benefit Carrier, and which are prescribed by a Physician, Dentist or Pharmacist;
- c) Chiropractic services to a maximum of five hundred dollars (\$500.00) per calendar year;
- d) Naturopath services to a maximum of five hundred dollars (\$500.00) per calendar year;
- e) Registered Massage Therapy to a maximum of five hundred dollar (\$500.00) per calendar year;
- f) Physiotherapy to a maximum of five hundred dollars (\$500.00) per calendar year;
- g) Psychologist services, online behavioural therapy or use of registered clinical

counsellor services to a combined maximum of four five hundred dollars (\$500.00) per calendar year;

- h) Acupuncture services to a maximum of five hundred dollars (\$500.00) per calendar year;
- i) Speech language pathologist services to a maximum of five hundred dollars (\$500.00) per calendar year;
- j) Orthopedic services to a maximum of five hundred dollars (\$500.00) per calendar year;
- k) Orthopedic supplies to a maximum of three hundred (\$300.00) per calendar year;
- l) Hearing aids for each Employee and their dependents to a maximum of three thousand dollars (\$3000.00) per person every five (5) years;
- m) Vision Care:
 - i. Eye examinations for each full-time Employee and their dependents to a maximum of one hundred and twenty-five dollars (\$125.00) per person every two (2) years;
 - ii. Reimbursement towards the cost of the purchase of one (1) pair of eyeglasses or one (1) pair of contact lenses (not both) every two (2) years for each Employee and their dependents to a maximum cost of four hundred dollars (\$400.00) per pair; and an Employee or eligible dependent shall be entitled to apply the four hundred dollars (\$400.00) to laser eye surgery in lieu of eyeglasses or contact lenses.

25.02 Psychological Services

Notwithstanding Article 25.01(g) the services of a psychologist, counsellor and or registered clinical counsellor will be a maximum of three thousand dollars (\$3000.00) per calendar year per full-time Employee only.

25.03 Group Life Insurance

- a) All full-time Employees, shall participate in the group life insurance plan including accidental death and dismemberment coverage, from the first day of hire.

- b) The Employer shall contribute eighty percent (80%) of the monthly premium costs and the Employee shall contribute the remaining twenty percent (20%).
- c) Each Employee shall have basic life insurance coverage in the amount of three times (3x) their annual basic earnings, rounded upwards to the next higher thousand, and accidental death and dismemberment coverage to a maximum of \$300,000.00.

25.04 Dental Plan

- a) All full-time Employees, and their dependents shall be entitled to coverage under a dental care plan from the first day of the month following the date of hire.
- b) The Employer shall contribute eighty percent (80%) of the monthly premium cost and the Employee shall contribute the remaining twenty percent (20%).
- c) The dental care plan shall include:
 - i. One hundred percent (100%) reimbursement of Plan "A", Basic services; and
 - ii. Fifty percent (50%) reimbursement of Plan "B", Prosthetic Appliances, Crowns and Bridge procedures;
 - iii. The Dental plan shall also include a Plan "C" Orthodontia coverage at fifty percent (50%) reimbursement to a lifetime maximum of two thousand-five hundred dollars (\$2,500.00) per person for each employee and their dependents.

25.05 Long Term Disability

- a) The Employer will provide for a Long term disability plan. The Employer shall contribute eighty percent (80%) of the monthly premium costs and the Employee shall contribute the remaining twenty percent (20%).

ARTICLE 26 – FITNESS GRANT

- 26.01 All Employees shall be provided an annual grant of three-hundred dollars (\$300.00) for fitness related equipment or membership on January 1st of each year, prorated for part years worked. The benefit shall be provided as a reimbursement once original receipts are provided. The wellness benefit shall not be carried over from one year to the next.

ARTICLE 27 – SICK LEAVE

27.01 Sick leave is provided to eligible Employees for the purpose of maintaining the Regular Rate of pay of the Employee during absences from regularly scheduled shifts due to illness, quarantine, or accident for which compensation is not payable under the Workers' Compensation Act.

27.02 Employees shall earn paid sick leave credits as follows:

- a) During the first calendar year of service: twelve (12) hours for each completed month of service;
- b) In the second and subsequent calendar years of service; one-hundred and forty-four (144) working hours per year;
- c) The annual sick-leave credits as set out in (b) above shall be advanced to Employees on January 1st, of each year of service. However, should the employment of such Employee terminate for any reason before the yearly sick leave credit advanced on this basis has been earned in that year, an adjustment shall be made to the Employee's final cheque to repay such advance.
- d) Unused sick-leave credit shall accrue and be available to Employees, at the rate of one hundred percent (100%). The maximum accrual allowable to an Employee shall be fourteen hundred forty (1440) working hours;
- e) Time off for an Employee to attend a specialist appointment shall be deducted from the Employee's sick leave credit;
- f) If a partial day is used, then the corresponding hours will be deducted from the Employee's accrued sick leave.

27.03 Sick leave credits will not accrue during maternity, parental and adoption leave. Sick leave credits shall not accrue during the period of any unpaid leave of absence in excess of thirty (30) calendar days or more.

27.04 Any lost time due to illness or injury, except those hours paid pursuant to the *Workers' Compensation Act*, shall be deducted from the Employee's accumulated sick leave credits.

- 27.05 In the case of an unexpected illness, it is the responsibility of the Employee to report such absence to the Employee's direct supervisor at the earliest possible time prior to the start of the Employee's shift.
- 27.06 An Employee who is required to attend while off-duty at a medical facility for initial treatment and/or testing relative to a potential job-related exposure to a serious infectious disease, such as, but not limited to, tuberculosis, hepatitis or HIV, shall receive a minimum of three (3) hours compensation at the Employee's regular rate of pay for such attendance, to be taken as time off work subject to the operational requirements of the Department.
- 27.07 In addition, an Employee who is required to attend follow-up treatment or testing at the direction of a physician, while the Employee is off-duty, shall be compensated at the Employee's regular rate of pay for a minimum of three (3) hours per treatment or test, to be taken as time off work subject to the operational requirements of the Department.
- 27.08 Family Illness Leave

In the case of illness of an Employee's immediate family or in response to emergent situations requiring leave for the care of an Employee's child, the Fire Chief may grant up to four (4) shifts (48 hours) of paid family leave per year to meet the responsibilities related to the care and health of a member of the Employee's immediate family residing in the Employee's household.

Additional unpaid Family Responsibility Leave is provided for under the *Employment Standards Act*; such leave shall be granted in accordance with the *Act*.

ARTICLE 28 – LABOUR/MANAGEMENT COMMITTEE

- 28.01 The Committees shall meet at least quarterly or more frequently if requested by either party at a mutually acceptable hour and date.
- 28.02 Such Committees shall be composed of a minimum of two (2) representatives of the Union and a minimum of two (2) representatives of the Employer. Meetings shall, where possible, be convened during working hours of committee representatives, if operational requirements permit. Union Committee representatives will be compensated by the Employer at their regular straight time hourly rate for time spent attending the meetings. Additional representatives may participate by mutual agreement.
- 28.03 The Chair will solicit agenda items to incorporate into an agenda which will be provided

to all members of the Committee at least two (2) days in advance of the meeting. The Chair will alternate between the Employer and Union at each successive meeting.

- 28.04 A note taker will be designated at each meeting and notes will be circulated to confirm agreement and provide action items.

ARTICLE 29 – WORKERS’ COMPENSATION

- 29.01 If an Employee is incapacitated and unable to work as a result of an accident or illness sustained while on duty in the service of the Employer, and is not disabled for longer than the day of the accident or illness, the Employee will receive their Basic Rate of Pay for the remainder of their shift.

An Employee who is incapacitated and unable to work past the date the accident or illness occurred as a result of an accident or illness sustained while on duty in the service of the Employer within the meaning of the *British Columbia Workers' Compensation Act*, shall continue to be compensated by the Employer their normal net salary equivalent to the rate of pay received at the time of injury, without interruption for the duration that WorkSafe BC determines is eligible for compensation benefits. WorkSafe BC will direct the benefit payments to the Employer. The Employee will retain all benefits including scheduled pay increases, pension benefits and the Employer will continue to pay the Employer portion of the cost to maintain such benefits.

- 29.02 An Employee receiving compensation benefits pursuant to Article 29.01 shall be deemed to be on WorkSafe leave shall remain in the continuous service of the Employer.
- 29.03 The provisions of this Article do not apply where an Employee is permanently or partially incapacitated from returning to work with the View Royal Fire Department.

ARTICLE 30 – PENSION

- 30.01 All regular Employees appointed to permanent positions shall be enrolled in Group 5 in accordance with the Municipal Pension Plan rules, as amended from time to time under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the *Public Sector Plans Act* as applied to the Employer and its Employees, from the first date of employment up to compulsory retirement at age sixty (60). If there is a conflict between the Municipal Pension Plan rules and this Agreement then the Municipal Pension Plan rules shall prevail.

ARTICLE 31 – EMPLOYMENT INSURANCE REBATE

31.01 If the Employer registers the Sick Leave Plan with Human Resources Development Canada for premium reduction purposes, the Union shall be notified of the premium reduction, which shall be applied to the benefit of Employees in accordance with Development Canada rules.

ARTICLE 32 – LINE OF DUTY DEATH FUNERAL

32.01 The Employer agrees to contribute a minimum of two (2) months regular salary of a 1st class Firefighter towards the costs incurred to provide a full honours Line of Duty Death ceremonial service for an active Employee covered by this Agreement and whose death has been attributed to the work they perform on behalf of the Employer. Such services will be in keeping with the Canadian Association of Fire Chiefs (CAFC) and the IAFF accepted protocols. The service ceremony and other events associated with the ceremony shall be directed by family, coordinated and collaborated on with a committee consisting of a family representative, a Union representative and the Fire Chief or their designate.

Any cost of such services over and above the two (2) months salary outlined above will not be incurred by the Employer.

ARTICLE 33 – LEAVES OF ABSENCE

33.01 Bereavement Leave

- a) In the event of the death of an immediate family member, bereavement leave with regular pay will be provided, up to forty-eight (48) hours to be used anytime after the death for the purposes of attending a funeral, cultural celebration, attending to family matters or grieving.
 - i. Immediate family member is defined to mean the Employee's spouse, and the following relations of either the Employee or the Employee's spouse: children; parents; guardian; siblings; aunts; uncles; grandchildren; grandparents, and any other relative living in the same residence as the Employee.
- b) Employees on vacation leave may retain their entitlement to bereavement leave. Vacation leave lost due to bereavement will be deferred and re-scheduled once the Employee notifies the Fire Chief of the death of a relative.
- c) In the event of the death of a relative not in the immediate family, or a person living

in an Employee's home, the Fire Chief may grant up to one (1) shift to attend funeral services.

33.02 Court Leave

- a) Leave with pay will be granted to Employees who are called to court as members of a jury. The Employee will remit to the Town the jury stipend or witness fee set by the court substantiated by a submitted statement of fees received.
- b) Employees will, within reason, whenever possible perform their work while awaiting jury call.
- c) Employees will be paid in accordance with Article 15.01, when required to attend court, while off-duty, where court duty is a result of performing their duties as an Employee.
- d) If an Employee is required to attend court as a plaintiff, witness or defendant, for matters unrelated to their employment, leave without pay will be granted. The Employee's banked time may be used to cover such absences.

ARTICLE 34 – MATERNITY, PARENTAL, AND ADOPTION LEAVE

34.01 Maternity and Parental Leave

- a) An Employee who qualifies is entitled for maternity leave and/or parental leave in accordance with the *British Columbia Employment Standards Act*.
- b) Prior to maternity leave commencing, employees who are absent from work because of pregnancy related health complications may use sick leave benefits to cover the period of absence. The Employer may require the health-related portion of the maternity leave to be substantiated by a medical certificate.
- c) An Employee may maintain benefit coverage throughout the entire maternity and parental leave period by pre-paying the Employee's share of premium costs prior to taking maternity and parental leave.
- d) Notice for maternity and parental leave must be made in writing to the Fire Chief at least one (1) month prior to the commencement of leave or three (3) months prior to the expected delivery date. The notice must state the reason for the leave request, the expected delivery date, the date for commencing maternity or parental leave and the

expected date of return to work. Parental leave may begin any time within seventy-eight (78) weeks after the child's/children's birth.

- e) The Employee will provide written confirmation of when they intend to return to work at least two (2) weeks prior to that date.
- f) Upon return to work, the Employee will be reinstated in their former position or be provided with alternative work of a comparable nature at not less than the same wages, and benefits as they had prior to maternity or parental leave. Maternity and Parental Leave shall qualify as continuous employment.

34.02 Adoption Leave

- a) Adoption Leave without pay for a period of up to sixty-two (62) weeks will be granted to an Employee who has been employed by the Employer for a continuous period of at least twelve (12) months, without loss of seniority, in accordance with British Columbia *Employment Standards Act*. Notice for adoption leave must be made in writing to the Fire Chief at least one (1) month prior to leave commencing. The notice must state the reason for the leave, the expected custody date, the expected date for commencing adoption leave and the expected date for return to work. Adoption leave may begin anytime within seventy-eight (78) weeks after the child's/children's adoption.
- b) If an Employee fails to give proper notice, adoption leave will be granted if the required adoption leave information is provided as soon as possible after receiving notice of the adoption.
- c) An Employee may maintain benefit coverage by pre-paying the Employee's share of premium costs prior to taking adoption leave.
- d) The Employee will provide written confirmation of when they intend to return to work at least two (2) weeks prior to that date.
- e) Upon return to work, the Employee will be reinstated in their former position or be provided with alternative work of a comparable nature at not less than the same wages, and benefits as they were prior to the adoption leave. Adoption Leave shall qualify as continuous employment.

ARTICLE 35 – SENIORITY

- 35.01 An Employee’s seniority shall commence with the first day of their employment as a Full-Time Employee with the Employer.
- 35.02 If two (2) or more new Full-Time Employees are hired on the same day, placement on the seniority list shall be determined by their date of birth and the older Full-Time Employee shall have greater seniority.
- 35.03 If two (2) or more View Royal Firefighters Association Members commence work as Full Time Employees on the same day, and have the same number of actual hours worked, placement on the seniority list shall be determined by their date of birth and the older Employee shall have greater seniority.

ARTICLE 36 – PROBATION

- 36.01 All Employees will be on probation after commencing employment for their first six (6) months of work with the Employer.

Employment may be terminated during the probationary period when performance is not satisfactory to the Employer or the Employee does not demonstrate alignment with the values of the Employer, in such cases the test shall be general suitability.

ARTICLE 37 – PROMOTIONS

- 37.01 When a permanent vacancy occurs, in any classification which comes within the scope of this Agreement, the Employer shall post notice of such vacancy internally at the Fire Hall for at least twenty (20) calendar days. The posted notice shall state the requirements and compensation for the posted position. The vacancy may then be posted externally.
- 37.02 The Employer may temporarily fill a position which has been posted in accordance with Article 37.01 until someone is selected through the posting and competition process.
- 37.03 Current Employees, who are promoted shall serve a trial period of six (6) months. If, during that period, either the Employer or Employee deems it appropriate, the Employee may be placed back in a position equal to the one they held prior to the promotion, or transfer at their former Basic Rate of Pay.

- 37.04 When the Employee goes back to their former position during the first month of the trial period, the Employer may choose the next most suitable applicant from the applicants who applied for the posted position rather than reposting for it. If a second Employee chooses to return to their previous position on the same posting, a new posting will be made.
- 37.05 Education for qualifications pertaining to promotional opportunities for positions within the bargaining unit shall be made available to Employees as determined by the Fire Chief based on operational requirements, to ensure qualified internal candidates are available when a vacancy occurs., provided such training is available during the Employees regular hours.

ARTICLE 38 – TRAINING

- 38.01 The Employer will determine what training and conference opportunities will be made available to Employees for operational requirements, at no cost to the Employee, contingent upon training availability, staffing requirements and limitations of budgets. Reasonable efforts shall be made by both parties to this Agreement to achieve the scheduling of training and notice requirements as required herein. Reasonable effort shall be made to schedule on duty training during the Employee's regular hours of work.

ARTICLE 39 – LAY-OFF AND RECALL

- 39.01 A lay-off shall be defined as a reduction in the full-time workforce.
- 39.02 The Employer shall provide an Employee who is designated for lay-off at least thirty (30) calendar days' notice, or pay in lieu thereof. A copy of such notice shall be provided to the Union. The Employer shall give lay-off notice to the Employee in the affected position with the least seniority.
- 39.03 A Full Time Employee laid-off shall be placed on a recall list in seniority order for a period not to exceed twelve (12) consecutive months.
- 39.04 If the Employer determines a full-time position is vacant, the Employer will contact the most senior Employee on layoff, provided the Employee possesses the required qualifications, skills and ability to perform the available work. The recall will be in person, by phone, or e-mail. The Union will be advised in advance of recall.

39.05 Where an Employee does not return to work as required, the employment relationship shall be terminated barring unforeseen special circumstances that call for consideration.

39.06 No Employees shall be hired by the Employer unless eligible Employees on lay-off who are qualified to perform the work refuse or are unavailable for the recall in accordance with Article 39.04.

ARTICLE 40 – CONTRACTING OUT

40.01 No full time Employee shall be laid off, or not recalled, as a result of contracting out work normally performed by bargaining unit employees.

ARTICLE 41 – STATION AND DRESS UNIFORM ISSUE

41.01 All new Employees shall be entitled to the issue of new uniforms at the expense of the Employer.

Uniform items shall be reissued based on wear-and-tear or as needed basis.

41.02 New uniforms shall be issued to each Employee in accordance with the following:

- 2 Short sleeve uniform shirts with shoulder flashes;
- 1 Long sleeve uniform shirt with shoulder flashes (color dependant on rank);
- 4 Departmental uniform blue t-shirts with department logo;
- 1 Pull-over sweat top (for nights);
- 1 Jacket with Department Logo;
- 2 Pair navy pants (CAFC standard design or equivalent);
- 1 Pair black steel toe station boots as approved by the Assistant Chief;
- 1 Ball cap with department logo;

- 1 toque;
 - All relevant epaulets and regalia of rank and position upon promotion; replaced on an as needed basis.
- 41.03 All of the items in this article shall be replaced if they are damaged and worn to the point of not providing the Employee with an appearance of being professionally attired. The Employer may provide for the repair of uniform items if it is possible.
- 41.04 Upon successful completion of the probationary period, the Employer shall provide one (1) complete Canadian Association of Fire Chiefs (CAFC) Standard dress uniform complete with tunic, cap, one (1) belt, one (1) dress shirt and pants will be issued to each Employee, and replaced at the discretion of the Fire Chief on an “as needed basis” and at the expense of the Employer not less than once every ten (10) years.
- 41.05 The Employer agrees to provide facilities in station for cleaning uniforms and further agrees to reimburse an Employee for costs incurred for dry cleaning the dress uniform once a year or subject to the Fire Chief’s approval. The cleaning will be charged to the Employer’s account at the selected dry-cleaning facility.

ARTICLE 42 – PROTECTIVE CLOTHING

- 42.01 The Employer shall provide every Employee covered by this Agreement with required protective clothing in accordance with NFPA 1851 and WCB Part 31 current editions.
- 42.02 Items will be personally issued in new, clean and serviceable condition and sized appropriately, to each Employee upon hire and replaced as needed.
- 42.03 Protective clothing items to be personally issued include:
- Fitted Turn-out Coat and Pants with suspenders;
 - Structural firefighting boots;
 - Helmet with face shield;
 - Particulate blocking balaclava;
 - Structural firefighting gloves;

- Extrication gloves;
- Coveralls;
- Individual SCBA face piece;
- Wildland firefighting helmet.

42.04 In addition to the items listed in 42.03, the Employer shall maintain an adequate pool of clean and serviceable temporary replacement protective clothing to allow for decontamination and adequate time to get the protective clothing back to serviceable conditions after use.

42.05 Annual testing as per NFPA/Manufacturers recommendations.

42.06 All protective clothing and equipment shall be returned to the Employer when the Employee ceases to perform duties that would necessitate the use of such protective clothing. The Employer will be responsible for maintaining the protective equipment in a service ready condition.

ARTICLE 43 – DRIVERS LICENCE MEDICAL EXAMS

43.01 Where a medical examination is required to maintain a professional Class of Drivers Licence, the Employer shall reimburse such medical costs to an Employee upon presentation of proof of payment. Such examinations shall, however, take place on the employee's own time.

ARTICLE 44 – COPIES OF COLLECTIVE AGREEMENT

45.01 The Employer shall make available a PDF link to this Collective Agreement to each Employee.

ARTICLE 45 – LETTERS OF UNDERSTANDING

46.01 Any and all letters of understanding shall be attached to and form part of this agreement.

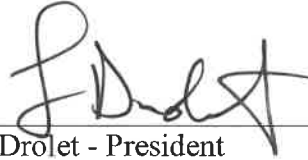
IN WITNESS WHEREOF the Parties hereto have caused this Collective Agreement to be executed this 4 th day of June in the year 2024, in the Town of View Royal, Province of B.C.

FOR THE EMPLOYER:



Sid Tobias - Mayor
Town of View Royal

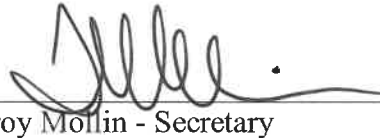
FOR THE ASSOCIATION:



Joey Drolet - President
View Royal Fire Fighters Association, IAFF
Local 5419



Scott Sommerville - Chief Administrative
Officer
Town of View Royal



Troy Mollin - Secretary
View Royal Fire Fighters Association, IAFF
Local 5419



Paul Hurst - Fire Chief
Town of View Royal

APPENDIX A

SCHEDULE AND CLASSIFICATION OF WAGES

Each wage increment movement of a Fire Fighter within Appendix A is to be adjusted at the first pay period following their anniversary date of their date of hire. Each increment, up to and including Fire Fighter 1st Class, shall be paid at the beginning of the time frame indicated. Fire Fighter 10th Year and above shall be paid at the completion of the time frame indicated. Fire Fighter increments are not deemed to be a promotion and are achieved as a result of length of service.

CAREER FIRE FIGHTERS	% OF 1ST CLASS	2023	2024	2025
		4.5 %	4.5 %	Comparator Rate
Probationer Fire Fighter (First 6 months)	70%			
Recruit Fire Fighter (Second 6 months)	75%			
Fire Fighter 3 rd Class (2 nd Year)	80%			
Fire Fighter 2 nd Class (3 rd Year)	90%			
Fire Fighter 1 st Class (4 th Year)	100%			
Fire Fighter 1 st Class (10 th Year)	103%			
OFFICERS	% OF 10TH YEAR			
Captain	122%			

APPENDIX B

SCHEDULE OF SENIORITY

NAME	RANK	START DATE
Troy Mollin	Captain	22 November, 2006
Geoff Pitre	Captain	9 October, 2014
Joey Drolet	Firefighter	15 October, 2017
Steve Gray	Firefighter	4 July, 2021
Keith Kershaw	Firefighter	4 July, 2021

LETTER OF UNDERSTANDING No. 1

BETWEEN:

THE TOWN OF VIEW ROYAL
(hereinafter referred to as the “Employer”)

AND

THE VIEW ROYAL FIRE FIGHTERS ASSOCIATION, IAFF LOCAL 5419
(hereinafter referred to as the “Union”)

Transition to 24/7 Staffing

1. In accordance with Article 14.02 the parties agree to vary from the hours of work in article 14.01 temporarily to continue a four (4) twelve (12) hour shift rotation followed by four (4) full days off.
2. The parties agree to meet within sixty (60) calendar days of the ratification of this agreement to discuss a 24/7 paid staffing model.

These discussions shall include but not be limited to:

1. The number of full-time fire fighters required to make the transition.
2. The schedule for implementation which the parties understand will be directly linked to hiring more fire fighters.
3. Until the necessary staffing levels are achieved or until December 31st 2024, whichever occurs sooner, Employees will participate in the Department’s night shift duty rotation and shall be compensated by a stipend equal to four (4) hours of regular pay. After such time Employees may voluntarily participate in the program.
4. The Employer will implement a schedule of four (4) consecutive shifts followed by four (4) days off based on two (2) twelve (12) hour day shifts and two (2) twelve (12) hour night shifts rotation by December 31st 2024.
5. In order to make this shift work pattern work the parties recognize that approval for time-off during scheduled night shifts will be limited based on operational requirements.

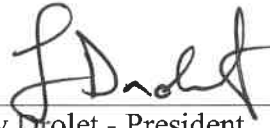
IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this 4 th day of June in the year 2024, in the Town of View Royal, Province of B.C.

FOR THE EMPLOYER:

FOR THE ASSOCIATION:



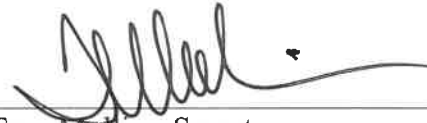
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