

2020 - 2021

COLLECTIVE AGREEMENT

between

THE CITY OF RICHMOND

and

THE RICHMOND FIREFIGHTERS' ASSOCIATION, LOCAL 1286

January 1, 2020 – December 31, 2021
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THIS AGREEMENT BETWEEN:

**THE CITY OF RICHMOND
(hereinafter called the "City")**

OF THE FIRST PART**AND:**

**RICHMOND FIREFIGHTERS' ASSOCIATION, LOCAL 1286
(hereinafter called the "Union")**

OF THE SECOND PART**1. COVERAGE**

WHEREAS the City is an employer within the meaning of the Labour Relations Code being Chapter 244 of the revised Statutes of British Columbia, 1996;

AND WHEREAS the Union is the duly certified bargaining authority for those employees of the City employed as Fire Department personnel at the City of Richmond, British Columbia;

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

2. TERM OF AGREEMENT

This agreement shall be for a term of two (2) years with effect from 2020 January 01 to 2021 December 31, both dates inclusive, but shall continue and remain in full force and effect from year to year thereafter unless either party within 4 months immediately preceding the day of expiry of this Agreement or the 31st day of December in any subsequent year, gives to the other party written notice of desire to change, amend or terminate such Agreement.

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

3. UNION SECURITY

- 3.1 All employees covered by the Union Certificate of Bargaining Authority shall pay a monthly fee to the Union, equal to the Union's monthly dues. It is further agreed that any employee hired by the City during the term of this Agreement, shall become a member of the Union, immediately following thirty days' employment and shall maintain membership in good standing with the Union as a condition of employment.

- 3.2 The City recognizes the voluntary check-off of all Union Dues and Assessments, according to the Labour Relations Code. It is agreed that all employees covered by this Agreement shall pay an initiation fee and a bi-weekly fee to the Union equal to the Union's bi-weekly dues, such payment to be made by payroll deduction. Deductions shall be made in respect of all subsequent pay periods, provided the employee works any part of the pay period. The Human Resources Branch of the Employer will acquire the signature of new employees on Union Application for Membership and Dues Deduction Authorization Cards at the same time as the employee signs the various Human Resources forms. These arrangements shall remain in effect for so long as the Union remains the recognized bargaining authority.

4. REMUNERATION

That the scales of remuneration set forth in Schedule "A" shall apply during the currency of this Agreement.

5. HOURS OF WORK AND OVERTIME

- 5.1 The hours of duty for the fire suppression branch shall be an average of 42 hours per week. The scheduling of duty hours shall be in accordance with the two platoon system being consistent with the Fire Department Act, System No. 2 set out in Schedule "B" attached hereto, and forming part of this Agreement.
- 5.2 (a) Employees in the Fire Prevention Branch, Training Branch and the Fire Life Safety Education Community Relations Office shall work an eight and three-quarter (8¾) hour day exclusive of a thirty (30) minute lunch break based on a four (4) day work week schedule.
- (b) The Fire Prevention Branch shall be open from 8:00 a.m. to 5:15 p.m. Monday to Friday inclusive with the four (4) day work week being either Monday to Thursday inclusive or Tuesday to Friday inclusive as determined by the Fire Chief.
- (c) The Emergency Vehicle Branch shall work a ten (10) hour day, exclusive of a thirty (30) minute lunch break, based on a four (4) day work week schedule either Monday to Thursday inclusive or Wednesday to Saturday inclusive as determined by the Fire Chief.
- 5.3 Extra Shifts
- (a) Where an employee agrees to work a shift or shifts, or a part shift of specified duration for non-emergency purposes, in excess of the employee's scheduled work week, such employee shall be paid at the rate of one and one-half (1½) times the employee's regular straight-time hourly rate of pay for such excess hours worked. Any such period of work which immediately follows or immediately precedes a regular shift will not be subject to any minimum period of compensation. Any other such period of work will be subject to a minimum of three (3) hours at the rate of one and one-half (1½) times their regular straight-time hourly rate of pay.
- (b) Where an employee works an extra shift(s) or a portion of an extra shift(s) as outlined in Clause 5.3(a) on a Public Holiday, such employee shall be paid at the rate of two (2) times the employee's regular straight-time hourly rate of pay for all hours worked on such Public Holiday.

5.4 Shift Extension Overtime

- (a) An employee who is required to work overtime immediately preceding or following the completion of a regular shift, shall be paid at the rate of one and one-half (1½) time the employee's regular straight-time hourly rate for the first (2) hours worked, and two (2) times the employee's regular straight-time hourly rate for all overtime worked beyond two (2) hours.
- (b) An employee who is required to work overtime immediately following the completion of the employee's regular shift on a public holiday, shall be paid at the rate of rate of two (2) times the employee's regular straight-time hourly rate for the first two (2) hours worked and two and one-half (2½) times the employee's regular straight-time hourly rate for all overtime worked beyond two (2) hours.
- (c) When computing the payment of overtime of an employee under this Clause, all time worked by such employee from the time they complete their regular shift until they return (if the duties required the employee to leave their regular place of work) to their regular place of work (e.g., the Fire Hall at which the employee is stationed) and has been relieved of further duties, shall be deemed to be overtime. Overtime shall be calculated on the basis of quarter hours; in the event of overtime worked exceeding a quarter hour, such overtime shall be calculated based on the next highest quarter hour.

5.5 Emergency Callout

- (a) Except as provided in Clause 5.3 and 5.4, an employee reporting for work at the call of the City at any time other than regular working hours, shall be paid at the rate of two (2) times the employee's regular straight-time hourly rate of pay for the entire period spent at the place of work in response to the call, with a minimum of three (3) hours at the rate of two (2) times the employee's regular straight-time hourly rate of pay.
- (b) An employee reporting for work on the call of the City on a Public Holiday shall be paid at the rate of three (3) times his regular rate of pay for the entire period spent at his place of work in response to the call.

5.6 Overtime - General

Overtime may, at the option of the City, be taken in either time off or pay.

- 5.7 (a) Overtime pay for all employees working forty-two (42) hours per week shall be computed on an hourly basis as follows:

$$\frac{12 \times \text{Monthly Salary}}{2191.5 \text{ hours}}$$

- (b) Overtime pay for all employees working thirty-seven and one-half (37½) hours per week shall be computed on an hourly basis as follows:

$$\frac{12 \times \text{Monthly Salary}}{1957.5 \text{ hours}}$$

- (c) Overtime pay for all employees working thirty-five (35) hours per week shall be computed on an hourly basis as follows:

$$\frac{12 \times \text{Monthly Salary}}{1827 \text{ hours}}$$

- (d) Overtime pay for all employees working forty (40) hours per week shall be computed on an hourly basis as follows:

$$\frac{12 \times \text{Monthly Salary}}{2088 \text{ hours}}$$

- 5.8 (a) The shift rate for all employees covered by this Agreement, except those employees of the Fire Prevention and Training Branch and Emergency Vehicle Branch, shall be based on twelve (12) hours.
- (b) For those employees of the Fire Prevention Branch and Chief Training Officer, the shift rate shall be based on eight and three-quarter (8¾) hours.
- (c) For those employees of the Emergency Vehicle Branch and Training Officers, the shift rate shall be based on ten (10) hours.

- 5.9 (a) Off-Duty Court Appearances

An employee while not on duty and who is required to appear in Court (defined as a Court of Criminal or Civil jurisdiction) to provide evidence that was acquired by such employee in the performance of the employee's firefighting duties shall be paid in accordance with the following schedule:

- (i) For attendance at Court while on night shift, the following provisions shall apply at straight time rates:

Morning Session - six hours
Afternoon Session - four hours

- (ii) For attendance at Court on a day off, the following provisions shall apply at straight time rates:

Morning Session - eight hours
Afternoon Session - six hours

6. PROMOTIONAL POLICY

- 6.1 Promotions will, as far as possible, and having due regard to the needs of the fire service, be governed by seniority consistent with ability, proficiency and capacity for leadership.
- 6.2 Notwithstanding Section 6.1 above, in making promotions to the ranks of Battalion Chief, Chief Training Officer and Chief Fire Prevention Officer only, the skills, knowledge, ability and capacity for leadership of the applicants shall be the primary considerations, and where such factors are equal, length of service shall be the determining factor.

- 6.3 All appointments, promotions and transfers shall be on the basis of the first six (6) months being probationary.
- 6.4 The City will maintain a current seniority list, and will supply a copy thereof to the Union upon request at any time.

7. CHANGES IN WORKING CONDITIONS

- 7.1 The City agrees that before Council makes any decisions on reports or recommendations made to Council dealing with matters covered by this Agreement (other than as provided for in Section 10.1 of this Agreement), the City will communicate same to the Union at such interval so as to afford the Union a reasonable opportunity to consider them and, if necessary, to support or protest them when the matter is being decided by Council.
- 7.2 Before any decision made by any person or body other than Council is implemented, which would affect the terms and conditions of employment as provided for in this Agreement, or the security of employment of employee(s) covered by this Agreement (other than as provided for in Section 10.1 and 10.2 of this Agreement), it will be communicated to the Union in sufficient time to afford the Union reasonable opportunity to consider it and if necessary to protest it.

8. VACANCIES - POSTING OF POSITIONS

- 8.1 When a position becomes vacant or when it is known that a position is about to be vacated in any of the classifications (except that of Firefighter) set out in Schedule "A" of this Agreement, or when any new position is established other than in the classification of Firefighter, notice of such vacancy shall be posted electronically at least fourteen (14) calendar days prior to the date on which the appointment is made. The City will make every reasonable effort to provide notice of any such vacancy to those employees who might be absent from duty during the entire period when notice is posted in the Fire Halls.
- 8.2 Management will maintain a list of qualified suppression employees for promotion to Company Officer from the Officer Pool.
- 8.3 The City undertakes in the case of any vacancy to provide the maximum possible notice of the qualifications which will be required. The purpose will be to avoid discrimination against any individual employee by providing, to the greatest extent which is consistent with the safe and efficient operation of the Fire Department, a fair and adequate opportunity to all employees to qualify for the vacant position.

9. PAY FOR ACTING IN SENIOR CAPACITY

- 9.1 (a) Any employee covered by this Agreement who is required to accept the responsibility and carry out the duties incident to a position or rank senior to that which the employee normally holds shall be paid at the rate for the senior position or rank while so acting.
- (b) Employees who are on a compressed work week, i.e. Fire Prevention Branch, are not eligible for pay for acting in a senior capacity when a senior ranking Branch is on a regular day off.

- 9.2 The Department will record the number of shifts in each year, during which each employee acted in a senior capacity. During each immediately following year, each such employee will receive at the time of taking the employee's annual vacation an additional payment over and above the employee's regular salary. Such additional payment shall be based upon the difference in the daily rates for such employee's confirmed rank and for the higher rank at which the employee acted, which amount shall be multiplied by the number of shifts during which the employee acted in the higher capacity during the previous year, and shall be further multiplied by 4.38%, 6.58%, 8.77% or 10.9% depending upon whether such employee is entitled to 8, 12, 16 or 20 duty shifts of annual vacation in the year in which the additional payment is made.

10. DISMISSALS OR LAY OFFS

- 10.1 When a regular employee of the Fire Department is relieved of the employee's position, the employee shall be given thirty (30) days' notice, or in lieu thereof, one (1) month's pay. In the event of a reduction in the staff of the Fire Department being necessary, seniority shall govern, subject to the Department's right to retain employees of the Emergency Vehicle Branch; PROVIDED that any employee may be suspended or dismissed immediately for misconduct which, in the opinion of the Chief, is prejudicial to the efficiency of the Fire Department, and without pay from the date of such suspension or dismissal.

- 10.2 In the event an employee is laid off in accordance with Article 10.1, it is agreed that laid off employees will be recalled to their former position in order of seniority to the Richmond Fire Rescue Department. It is understood that such recall shall be conditional upon the employee remaining able to perform all the duties of a firefighter.

The employee on layoff will retain all earned seniority rights and accredited years of service. Upon return to work, the employee shall be reinstated to their previously held position according to the Richmond Fire Rescue Department seniority list. In the event that other vacancies become available within the bargaining unit, and no internal candidate is awarded the position, the Employer and Union may review those individuals on the Recall list for consideration.

The Employer shall not hire any new employees to fill the laid off employees' former positions until those who are laid off have been given an opportunity for recall as per the following procedure:

- (a) The Employer shall make contact via registered letter with each eligible employee in order of seniority, and each eligible employee shall be reinstated to their former position in such order provided they respond with the time limits stipulated in (i) and (ii) as follows:
- (i) An eligible employee who does not respond within fourteen (14) calendar days of the Employer's initial attempt to make contact or who refuses to report to work shall be repositioned to the bottom of the recall list. A second failure to respond or refusal to report to work shall result in removal from the recall list and revocation of any and all recall rights as outlined herein.
 - (ii) An employee shall report to work on the date and time specified by the Employer or, in extenuating circumstances as mutually agreed at a joint Labour-Management meeting, within three (3) weeks of the specified date and time. Failure to report as directed shall result in removal from the recall list and revocation of any and all recall rights as outlined herein.

- (b) Each employee on layoff will be responsible for keeping the Employer notified of a current contact phone number and address through which the employee can be reached.

The layoff process as outlined above will remain in full force and effect until the earlier date of either all employees on the recall list being given a reasonable opportunity for being recalled/revoked or twenty-four (24) months after the effective date of layoff.

10.3 Any employee who has been wrongfully dismissed or suspended by the City and who is later reinstated shall:

- (a) If reinstated by the City, be compensated in full for all time lost, or
- (b) If reinstated by a Board of Arbitration or by the Labour Relations Board, be compensated in such amount as the Board might direct.

10.4 Upon notification in writing of suspension or dismissal, any employee desiring to appeal against their suspension or dismissal must do so to the City and notice of such appeal must be made within thirty (30) working days of receipt of such notice of suspension or dismissal.

11. NOURISHMENT ON DUTY

The City shall provide at the discretion of the Senior Officer on duty, at any call, nourishment for the crew, if the Senior Officer deems it to be feasible.

12. PROBATIONARY PERIOD

12.1 (a) New employees shall be considered to be on a probationary basis until the completion of twelve (12) months' satisfactory service. If such person continues in the same position, it will be on a permanent basis. Eligibility for seniority, holiday benefits, and other perquisites referable to length of service shall be unaffected by the extension of the probationary period from six (6) months to twelve (12) months and shall be as provided elsewhere in this Agreement.

(b) This probationary period shall be for the purpose of determining an employee's suitability for permanent employment. At any time during this period employment may be terminated if it can be satisfactorily shown the employee is unsuitable for employment.

(c) Suitability for employment will be decided on the basis of factors such as:

- (i) the quality of the employee's work;
- (ii) ability to work harmoniously with others;
- (iii) the employee's conduct; and
- (iv) the employee's ability to meet firefighting standards set by the City.

12.2 Probationary employees shall be entitled to the articles of clothing as per the provisions outlined in clothing agreement Schedule "D" or as modified by the joint Labor-Management Committee. Such articles of clothing shall be returned to the City in the event the probationary employee does not satisfactorily qualify for the regular staff.

13. RECLASSIFICATION AND ADJUSTMENTS

Where the City reclassifies, promotes or surveys the salary of any employee and makes any changes affecting salary, the following shall apply:

- (a) The minimum salary increase shall be one (1) full pay step.
- (b) An employee already experienced in the City in the reclassification shall receive the pay step according to the employee's experience, subject to negotiations between the Union and the City.
- (c) It is agreed that the City will not reclassify an existing classification or introduce any new classification or wage rates into the Collective Agreement during the term of the new Collective Agreement without first securing the agreement of the Union.

14. WORK COVERAGE

14.1 In the event that the Fire Department is merged with or amalgamated in any other Department of the City:

- (a) The City shall not, as a condition of the employee's job as a Firefighter, require the employee to perform any work or duty not in any way connected with:
 - (i) the prevention and suppression of fire; and
 - (ii) the routine housekeeping, painting, and maintenance of equipment and real property, related thereto.
- (b) No employee bound by this Agreement shall perform any work or duty during the course of employment as a Firefighter not in any way connected with:
 - (i) the prevention and suppression of fire; and
 - (ii) the routine housekeeping, painting, and maintenance of equipment and real property, related thereto;

Nothing in this clause shall prevent the City from requesting or requiring an employee, or the employee from performing, as a condition of the employee's job as a Firefighter, any work or duty in connection with Civil Defense, including training, National Survival exercises, and action in the event of war or national emergency and in the event of natural catastrophes.

15. GENERAL

15.1 As a condition of hire, every new employee shall provide a Birth Certificate or satisfactory proof of age, as may be required by the City.

15.2 It is understood and agreed that with reference to seniority where an employee has been called to service with the Canadian Armed Forces while in the employ of the City and upon return from the Armed Forces has returned to the employ of the City, such employee shall be credited with the period of time in the Armed Forces as though it were service with the City.

- 15.3 It is agreed that any general conditions presently in force, but that are not specifically mentioned in this Agreement, shall continue in full force and effect for the duration of this Agreement.
- 15.4 A permanent employee shall be granted Leave of Absence with pay in case of the death of a direct relative, at the discretion of the Fire Chief or designate.
- 15.5 In the event of the employee's death while in the service of the City, credits outstanding to the employee's account shall be paid into the employee's Estate.

Effective with the proclamation into force of B.C. Bill 4: Wills, Estates and Succession Act, an employee may make arrangements for the payment of outstanding wages to the employee's spouse upon death. The Act provides for an employee to designate only their surviving spouse as a beneficiary of wages earned by the employee during the three month period prior to their death as well as any owing or accrued wages at the time of death. A beneficiary designation form must be clearly drafted, completed, signed and witnessed.

16. ANNUAL VACATIONS

Paid annual vacations for all employees covered by this Agreement shall be as follows:

- 16.1 For those employees whose hours of work are regulated in accordance with the provisions of Clause 5.1:
- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the *Employment Standards Act*.
 - (b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of eight (8) duty shifts for each month or portions of a month greater than one-half ($\frac{1}{2}$) worked by December 31st.
 - (c) During the second (2nd) calendar year of service - eight (8) duty shifts.
 - (d) During the third (3rd) up to and including the tenth (10th) calendar year of service - twelve (12) duty shifts.
 - (e) During the eleventh (11th) up to and including the twenty-third (23rd) calendar year of service, except for the twenty-first (21st) - sixteen (16) duty shifts.
 - (f) During the twenty-first (21st) calendar year of service only - twenty (20) duty shifts.
 - (g) During the twenty-fourth (24th) and all subsequent calendar years of service - twenty (20) duty shifts.
- 16.2 For those employees whose hours of work are regulated in accordance with the provisions of Section 5.2(a) and 5.2(c):
- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the *Employment Standards Act*.

- (b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfthth ($\frac{1}{12\text{th}}$) of fourteen (14) calendar days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st.
 - (c) During the second (2nd) calendar year of service - fourteen (14) calendar days.
 - (d) During the third (3rd) up to and including the tenth (10th) calendar year of service - twenty-one (21) calendar days.
 - (e) During the eleventh (11th) up to and including the twenty-third (23rd) calendar year of service, except for the twenty-first (21st) - twenty-eight (28) calendar days.
 - (f) During the twenty-first (21st) calendar year only - thirty-five (35) calendar days.
 - (g) During the twenty-fourth (24th) and all subsequent calendar years of service - thirty-five (35) calendar days.
- 16.3 After the completion of twenty (20) calendar years' service, twenty-eight (28) additional calendar days will be granted as annual leave, to be taken at the option of the employee within the next five (5) calendar year period, and that a similar allowance shall be made at the completion of twenty-five (25) calendar years' service and each subsequent five year period thereafter. If this additional leave is not taken within the specified five (5) calendar year period, it will be paid out to the employee. PROVIDED HOWEVER, when an employee who is entitled to additional leave elects to take such leave, the employee shall make application to the Fire Chief or delegate (stating the period when the employee will be absent on leave) at the same time planning/scheduling is taking place for departmental vacations – the date for this to be determined and communicated by the Fire Chief or delegate on an annual basis. This will allow for such long service vacation to be included in the publication of the annual vacation schedule for the employees by the Department. Any application for additional leave may be amended or changed by the applicant within thirty (30) calendar days following the aforementioned communication date. Any application for additional leave or any application to amend or change any application for additional leave made following the expiration of the prescribed aforementioned thirty (30) calendar-day period may be refused by the Fire Chief, if, in the Fire Chief's opinion, the needs of the Department necessitate such refusal, but such applications shall not be unreasonably refused by the Fire Chief. It is further understood and agreed that a maximum of two (2) employees per shift may be absent on leave at any one time pursuant to this Clause 16.3.
- 16.4 Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfthth ($\frac{1}{12\text{th}}$) of their vacation entitlement for that year for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked to the date of termination.
- 16.5 All vacations shall commence on the first duty shift after the employee's days off and all employees covered by Clause 16.1 shall have vacations allotted on a duty shift basis PROVIDED THAT:
- (a) "Calendar Year" for the purpose of this Agreement shall mean the twelve month period from January 1st to December 31st, inclusive.

- (b) In all cases of termination of service for any reason other than retirement on Municipal Pension or on attaining maximum retirement age, adjustment will be made for any over-payment of vacation.
- (c) Employees leaving on Municipal Pension, or upon leaving at reaching maximum retirement age, are entitled to vacation as follows:

If retiring prior to April 1st, they receive half of the usual Annual Vacation.

If retiring April 1st or later, they receive the full Annual Vacation.

16.6 Vacation Buyout

Employees who have been absent from the workplace for a period of six (6) months or more due to an off-duty injury, illness or WorkSafeBC claim, may elect to be paid out for the entire portion of accrued vacation and public holiday time or take a maximum of two four-day tours off prior to starting back to work with the balance remaining being paid out, or in the event the employee is within three years of minimum retirement age, have the entire portion of accrued vacation and public holiday time banked and not be accessible until their final year of employment.

17. PUBLIC HOLIDAYS

- 17.1 All Firefighters, Company Officers (Captains and/or Lieutenants) and Battalion Chiefs who are engaged in a type of work to be performed continuously and every day including Public Holidays throughout the year and have completed twelve (12) months' continuous service by December 31st shall receive in each calendar year (subject to Clause 17.3) in lieu of the holidays set forth below, time equivalent to twelve (12) duty shifts which shall be scheduled separately from their annual vacations: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day. For any additional Public Holiday declared to be a public holiday by the City Council or by the Federal or British Columbia Governments, employees covered by this Clause 17.1 shall receive time equivalent to a duty shift for each day proclaimed.
- 17.2 Any Firefighter, Company Officers (Captains and/or Lieutenants) or Battalion Chief who is required to work on any of the public holidays listed in Clause 17.1 shall, in addition to the entitlement set forth in Clause 17.1, be paid fifty percent (50%) of the employee's regular rate of pay (calculated on an hourly basis) for each of the hours worked by the employee between the hours of 12:01 a.m. and 11.59 p.m. on such public holiday.
- 17.3 Every employee covered by Clause 17.1 shall receive:
 - (a) for new employees, during their first part calendar year of service, and
 - (b) for retiring employees, during their final part calendar year of service, time equivalent to one (1) duty shift for each of the public holidays listed in Clause 17.1 which occur during the employee's period of service in such part calendar year. For the new employees, should the Employer be unable to schedule such earned time off within the initial calendar year, this issue will be brought in advance to Labour Management and approval sought to extend the time frame for allocating the taking of these holidays into the next calendar year. Each employee so affected will receive their holiday allotment within twelve months of their original employment date.

Every employee covered by Clause 17.1 shall receive, during their first part calendar year of service and during their final part calendar year of service, time equivalent to one (1) duty shift for each of the public holidays listed in Clause 17.1 which occur during the employee's period of service in such part calendar year.

- 17.4 Those employees who are employed in the Fire Prevention Branch, Training Branch and Emergency Vehicle Branch shall be entitled to observe the following public holidays without reduction in their regular wages or salary: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day; provided however, where such a holiday falls on a Saturday or Sunday, employees shall be entitled to observe the holiday on a regular working day to be designated by the Council of the Municipality, without reduction in regular wages or salary. A Fire Prevention Officer whose duties normally require the employee to work on public holidays shall be given a day off in lieu of any public holiday which falls on or is observed from Monday to Friday, inclusive. For any additional public holiday declared to be a public holiday by the City Council or by the Federal or British Columbia Governments, employees shall be entitled to observe such holiday without reduction in their regular wages or salary.
- 17.5 At the Employee's option, the Statutory Holiday allotment of up to twelve (12) days each year (once earned) may be paid out by the Employer to a maximum valuation of 35 people. At the time of scheduling personal vacation, each employee shall declare which of those Public Holidays to have paid out in the pay period in which the Public Holiday falls. At any time during the calendar year employees have the option of requesting pay out of some or all of the Public Holidays that have already been "earned", but not taken to the date of the requested pay out. Within two months following the end of each calendar year, all Public Holidays credited but not taken in that aforementioned calendar year will be paid out to the employee.

18. UNIFORMS

18.1 The City shall supply every employee covered by this Agreement with a standard issue of uniform.

18.2 Employees will be issued the following standard issue of uniform, upon hire:

- 2 pair pants
- 4 shirts (a combination of short and/or long sleeve)
- 1 pair boots
- 1 cap c/w badge
- Cascade shell and Polartec fleece
- 1 belt and buckle
- 8 t-shirts (a combination of short and/or long sleeve)
- 1 tie
- 2 sweat shirts
- 2 sweat pants
- 2 pair shorts
- 1 gym bag
- 6 pair black socks
- Toque
- 1 baseball cap
- 1 v-neck sweater

NOTE: Style and quality of pants/shirts are to be:

Pant – 400NMX-75(FS) Workrite
 Shirt – 700NMX-45(FS) Workrite

18.3 Employees will be measured for a dress uniform, listed below, upon hire and this uniform will be ordered when assigned to shift:

- Double breasted tunic
- 1 pair dress trousers or skirt
- 1 pair parade shoes
- 1 pair socks
- 1 dress shirt (light blue)

18.4 Upon the completion of 4th year Firefighter, a mess kit will be available on request

18.5 Uniform replacement will be on an as needed basis defined as “replacement of worn or damaged uniform sufficient to maintain the standard issue of uniform.” Therefore the City will ensure a minimum supply of inventory for constant availability of non-tailored items.

Tailored uniform items not maintained in inventory shall be ordered, measured and delivered to stores in no more than ninety (90) days from the date of request and measuring

PROVIDED:

- (a) The City will arrange for measuring once per year per shift (date and time to be agreed to by the City and the Union).
- (b) Any member missing their measuring times will be required to go to the tailor for individual measuring.
- (c) Members shall be entitled to a retirement blazer and slacks during their year of retirement on Municipal Pension only.
- (d) In the event of promotion or transfer the department will pay for the cost of upgrading the rank insignia on all tailored uniforms or replace them (whatever is most cost effective).

19. UNIFORM CLEANING

- (i) The City shall pay for the cleaning of the following items of clothing issue for all employees who are required to wear a uniform in the performance of their duties, in accordance with the maximums specified:
 - 1 work or dress shirt per working shift;
 - 1 pair trousers per 2 working shifts; and
 - 1 work jacket, tunic or cold weather coat per working month.
- (ii) The City shall designate a cleaning establishment which will be authorized to perform cleaning for employees as set out under Section 19(i) above.
- (iii) Uniform items cleaned pursuant to Section 19(i) above may be both deposited at and retrieved from any one of the designated cleaning establishments by the employee or by

a designate, while off duty, in accordance with the administrative procedures established by the City from time to time.

20. FIREFIGHTING EQUIPMENT

- 20.1 The City will provide every employee covered by this Agreement whose duty includes the fighting of fires, with firefighting equipment which shall include turnout boots, safety boots, a helmet, a service coat, service trousers, suspenders and any such equipment as may be recommended by the Department and approved by the City. All employees shall have safety equipment replaced when it becomes no longer serviceable.
- 20.2 Employees who are engaged in fire investigations within the Prevention Branch will be provided, by the City, Personal Protective Equipment appropriate for investigations. This will include but not be limited to: coveralls, helmet, respirator, safety boots, gloves, eye/face protection.
- 20.3 All such equipment shall be returned to the City when the employee ceases to perform such duty and may be re-issued, if serviceable, to a replacement.

21. TELEPHONE

Every employee covered by this Agreement shall have a telephone in the employee's residence or be in possession of a mobile phone or equivalent telephony device. The current contact number of either shall be maintained in Fire Administration for contact purposes.

22. INSTRUCTORS' ALLOWANCE

When an employee is a certified instructor and is required to instruct, examine or maintain skills training within the First Responder Program; High Angle Rescue; Water Rescue; Driver Training Program (i.e. YVR Traffic Directive, Emergency Vehicle Operation, Emergency Vehicle Driving; Technical Rescue (i.e. Confined Space and/or Hazmat program) or Information Technology (i.e. CAD, RMS) instruction, that employee shall be paid one hour's pay for each shift or part shift that the employee so instructs, examines or maintains the employee's skills. It is understood that the Department may designate additional training programs to qualify pursuant to this provision.

When an employee is a certified instructor and is required to instruct routine maintenance drills with the First Responder Program, High Angle Rescue, Water Rescue, Driver Training program (YVR Traffic Directive, Emergency Vehicle Operation, Emergency Vehicle Driving; Technical Rescue (i.e. Confined Space and/or Hazmat program or Information Technology (i.e. CAD, RMS) instruction, that employee shall be paid one hour's pay for each shift or part shift that the employee so instructs.

23. EMPLOYEE BENEFITS

It is agreed that the following employee benefits will be continued for the term of this Agreement.

- 23.1 B.C. MEDICAL SERVICES PLAN: MSP coverage after completion of six (6) months' continuous service, with the City paying one hundred percent (100%) of the premium.

- 23.2 DENTAL coverage after completion of six (6) months' continuous service in the form of 100% payment for Plan 'A', 75% for Plan B and 50% for Plan 'C'. The lifetime maximum payable under Plan 'C' shall be seven thousand and five hundred dollars (\$7, 500.00) for employees and their dependents. The City shall pay one hundred percent (100%) of the premiums for the Dental Plan.
- 23.3 EXTENDED HEALTH BENEFITS coverage after completion of six (6) months' continuous service. The annual employee deductible present for extended health benefits is seventy-five dollars (\$75.00). Existing extended health benefits under this Article are available in the January 1, 2013 benefits booklet produced by Pacific Blue Cross and will not be reduced throughout the term of the Collective Agreement, except by mutual agreement. Only new items gained through bargaining will be listed in this article. For complete list of benefits, see PBC booklet.

An annual Prostate Specific Antigen (PSA) test upon employee members attaining forty-five (45) years of age. It is specifically understood this PSA test may be accessed only if ordered by the member's personal physician and is limited to an annual maximum of fifty dollars (\$50.00) per year.

Paramedical Services:

Professional services of the following Practitioners to the maximum amounts indicated per calendar year, but excluding x-rays, appliances and tray fees. Only the services of a private duty nurse require referral by a Physician.

- (a) Speech Language Pathologist – five-hundred dollars (\$500.00)
- (b) Combined maximum one-thousand two-hundred and fifty dollars (\$1250.00) for the following practitioners:
 - (i) chiropractor
 - (ii) massage practitioner
 - (iii) naturopath
 - (iv) physiotherapist
 - (v) podiatrist
 - (vi) *acupuncturist

*acupuncturist practitioner must be registered with the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia (CTCMA). The Chinese School of Acupuncture does not apply as the registering body and must meet Canada Revenue Agency (CRA) regulations to be an eligible expense.

- (c) Psychological Services Plan – one-thousand two-hundred and fifty dollars (\$1250.00) per calendar year.

- 23.4 GROUP LIFE INSURANCE: Employees shall, upon completion of six (6) months of continuous full-time employment, be enrolled in the Group Life Insurance Plan. Coverage shall be two (2) times basic annual salary, which shall be computed to the next higher one-thousand dollars (\$1,000.00).

The City shall pay one hundred percent (100%) of the premiums for Group Life Insurance.

23.5 ACCIDENTAL DEATH AND DISMEMBERMENT: The City agrees to deduct from each employee covered by this Agreement, and to remit to the appropriate Insurance Company, an amount equal to the premium for an additional Accidental Death and Dismemberment Policy.

23.6 SICK LEAVE:

23.6.1 After six (6) completed calendar months of continuous service, a regular employee shall be granted sick leave with pay on the basis of one and two-thirds ($1\frac{2}{3}$) working days per month, accumulative to a maximum of two hundred and sixty-one (261) working days, retroactive to the first completed calendar month of employment.

The Employer agrees to remove the cap on the sick time bank for those members with twenty-five (25) years of service with the City of Richmond and who have reached the cap of 261 days. It is further understood that in the event an Early Retirement Incentive Program is offered in the future and includes the amount of an employee's sick leave bank as part of the ERIP calculation, member employees may not exceed the sick leave cap of 261 days.

23.6.2 An employee shall be allowed sick leave with pay for a period of three (3) days without producing a medical certificate. In the event that the Fire Chief is not satisfied that an absence is caused by illness, said Fire Chief may require a medical certificate for which the employee shall pay. If subsequent requests are made by the Fire Chief in regard to the same absence, the Employer will pay for the subsequent medical certificates.

At the option of the Employer, once an employee has been away from work for six (6) months or more, the Employer may initiate an Independent Medical Examination (IME) with joint agreement of the Employer and the Union on the IME provider for which the Employer will pay.

23.6.3 GRATUITY PAY

(a) It is further agreed and understood that each employee shall be credited with gratuity pay of one (1) working day for each three (3) months of no sick leave to accumulate to a total of one hundred twenty (120) working days, PROVIDED THAT;

- gratuity deductions for sick leave shall not exceed one (1) working day in any one (1) three-month period or for any one illness.

It is further agreed and understood that such employee shall be credited with gratuity pay of one (1) working day per quarter of the calendar year as follows:

- January 1 to March 31
- April 1 to June 30
- July 1 to September 30
- October 1 to December 31

Gratuity Pay may accumulate to a total of one hundred twenty (120) working days, PROVIDED THAT;

- gratuity accrues in the above quarters where there is no sick leave usage in the case of uninterrupted sick leave that spans two quarters, but is less

than three months duration, one gratuity day is accrued in the case of no further sick leave usage.

- in the case of uninterrupted sick leave lasting more than two quarters, an employee will not accrue gratuity days.

- (b) (i) An employee or the employee's estate (as the case may be) shall be entitled to payment in cash for gratuity days accumulated in the event of normal retirement at minimum to maximum age, death in the service, permanent disability or leaving the service after completion of ten (10) years' service.
- (ii) An employee who has completed three (3) years' continuous service with the City may elect, prior to the end of any calendar year but subsequent to the completion of such service, to be paid in cash for all or a portion of the gratuity days that the employee has accumulated up to and including the year in which such election is made, and the employee shall be paid therefore in the following calendar year at a time to be chosen by the employee, subject to payroll time constraints, which payment shall be computed on the basis of the employee's regular rate of pay in effect in that year; PROVIDED HOWEVER that if any such employee who receives any payment from the City pursuant to this Clause 23.6.3(b)(ii) leaves the service of the City prior to the completion of ten (10) years' continuous service with the City such employee shall reimburse the City for all payments so made by the City computed on the basis of the employee's regular rate of pay in effect at the date of the termination of the employee's employment.
- (iii) Subject to the provisions of paragraph (iv) of this Clause 23.6.3(b), an employee who terminates employment after completing not less than ten (10) years of continuous service, shall be entitled to be paid out for all gratuity credits accumulated up to the date of the termination of employment.
- (iv) It is further provided that if an employee is discharged from the service of the City for any of the following causes, the employee shall not necessarily receive all or any accumulated gratuities:
 - (a) Being found, while employed, under the influence of alcohol or a drug (not prescribed by a physician, and if the employee has refused to obtain proper medical attention for the condition);
 - (b) Being found, while employed, in possession of alcohol or a drug under circumstances that suggest that such alcohol or drug has, is, or is about to be consumed by such employee during the hours of the employee's employment, and if the employee has refused to obtain proper medical attention for the employee's condition;
 - (c) Theft or conversion of Municipal property;
 - (d) Willful damage to Municipal property.

23.6.4 The City will forward to the Union a list of employees' accumulated Sick Leave and Gratuity Day credits, the said list to be updated and supplied annually.

23.6.5 SICK LEAVE REIMBURSEMENT

- (a) The Employer is subrogated to the rights of an employee who has received Sick Leave benefits pursuant to Clause 23 of this Collective Agreement, against any third party liable to that employee for damages.
- (b) The employee shall direct that all monies attributable to recovery of wages and benefits shall be paid by the payee (including but not limited to ICBC and/or any defendant) directly to the Employer. Upon receipt, the Employer will credit the employee's account with the number of sick leave and gratuity days which the employee would otherwise have earned but for the disability giving rise to the referenced action.
- (c) Prior to entering into any agreement for payment of legal fees relating to a wage/benefit loss claim, the employee shall first receive the written permission of the Director, Human Resources. This provision includes actions or claims made to ICBC. Having granted written permission, the Employer shall reimburse the employee the cost of the legal fees certified by the employee's legal counsel as being attributable to proving the wage/ benefit loss claim.
- (d) Where a claim for damages is made to the courts, the employee, or the employee's representative, shall request the presiding judge, or judge and jury, to specify the amount of any such award, plus interest, which is attributable to recovery of wages and benefits.

23.7 FAMILY LEAVE:

Family Leave is for the express purpose of providing for the needed care, education, or health interests of their immediate family. Immediate family is defined as the employee's wife, husband, child, ward, brother, sister, parent, grandparent, grandchild, guardian or common-law spouse.

Any regular full time employee who has completed six (6) calendar months of continuous service and who has accumulated a positive sick leave with pay accrual in their Sick Benefit account, may utilize up to four (4) days per calendar year of that account. It is understood that Family Leave is utilized by accessing accrued Sick Benefits and days taken will be considered as sick leave in the calculation of Gratuity Pay. It is also understood that Family Leave cannot be accrued or carried over annually; any unused annual component simply remains in the Sick Benefit account.

To assist in the scheduling of employees, each employee should provide as much notice as possible to the Branch Chief or delegate prior to taking Family Leave. It is recognized however, that the exercise of the Family Leave may not allow the employee sufficient time to provide much notice of impending absence. It is therefore a requirement for each employee to establish contact with their Branch Chief or delegate at the start of each working shift for each day of Family Leave taken. If a Branch Chief or delegate is not satisfied that Family Leave has been used for the express purpose for which it is intended, the employee may be asked to substantiate such use.

23.8 2.33% MUNICIPAL PENSION PLAN

All eligible employees will be covered by and be subject to the current and any future rules established by the Municipal Pension Board and the Pension Corporation governing Group 5 participation.

All employees eligible for enrolment in Group 5 shall receive a Supplemental Pension Allowance of 0.56% of pensionable earnings to be placed in a Manulife financial vehicle for use by employees at normal retirement. All set up and administration costs of this vehicle will be the responsibility of the Union – subject to approval of process by the City.

Employee balances in the Special Agreement Pension shall be handled in accordance with the rules established by the Municipal Pension Plan.

24. MATERNITY AND PARENTAL LEAVE

(a) Length of Leave:

Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave (Note: this includes the unpaid waiting period before EI benefits begin to be paid) and up to sixty-one (61) consecutive weeks of parental leave. All such leave shall be without pay, subject to any compensation entitlements which shall be available to employees in accordance with section (f) below. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay (Note: this includes the unpaid waiting period before EI benefits begin to be paid). The employee shall take the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the employee.

Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed seventy-eight (78) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (i) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (ii) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (iii) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (iv) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (v) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date of birth.

(c) Return to Work

On resuming employment an employee shall be reinstated to their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (i) An employee on maternity leave or parental leave shall not be entitled to use sick leave during the period of leave.
- (ii) Notwithstanding paragraph (d)(i), an employee on maternity leave or parental leave who has notified their Department Head of their intention to return to work pursuant to paragraph (b)(iii) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

- (i) Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.

- (ii) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Pension (Municipal) Act.

(f) Maternity Leave Supplemental Unemployment Benefit Plan

The Employer and the Union agree to implement a Supplemental Unemployment Benefit (SUB) Plan as follows:

- (i) Birth mothers who are entitled to maternity leave as provided for in this Section of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SUB Plan payments.
- (ii) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SUB Plan payments.
- (iii) The SUB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth, or as provided for in Paragraph 2 above.
- (iv) The SUB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (a) For the first six (6) weeks, which includes the two (2) week Employment Insurance waiting period; and
 - (b) Up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (v) The Plan meets the requirements of Section 38 of the EI Regulations, specifically that, when combined with an employee's weekly EI 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.
- (vi) Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SUB Plan, the Employer does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

(g) Protection of the Unborn Child

Upon the request of a pregnant employee, the Employer shall endeavor to temporarily transfer the employee out of the Suppression Branch for the duration of the pregnancy; in any event, the employee shall be relieved of Suppression duties. The employee shall not suffer any loss of pay or benefits during the time of temporary transfer or relief.

In the event a pregnant employee has not requested a temporary transfer as outlined in the paragraph above, and if in the opinion of the Fire Chief, is no longer able to effectively perform their duties as a direct result of the pregnancy, the Employer reserves the right to temporarily transfer the pregnant employee until termination of the pregnancy. An employee shall suffer no loss of pay or benefits during the temporary transfer.

25. MUNICIPAL PENSION AND RETIREMENT

- 25.1 The Municipal Pension Plan Rules, made under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the Public Sector Pension Plans Act, apply to all eligible employees. All new employees shall be required to participate in the aforementioned pension plan beginning from their first day of employment with the City of Richmond.
- 25.2 Each employee bound by this Agreement shall, upon reaching the maximum retirement age of 60 years, be Superannuated from the Fire Department, effective the end of the calendar month in which the employee reaches their 60th birthday.
- 25.3 Each employee eligible for Municipal Pension shall, prior to the effective date of the employee's Municipal Pension, be entitled to such amount of annual vacation for the calendar year in which the effective date falls, as is in Clause 16.5(c) of this Agreement provided.
- 25.4 In a member's retirement year only, an employee may elect, upon receiving approval from the Fire Chief, to be paid out all due annual vacation and public holiday time and all due accumulated paid leave time (not including sick time) prior to the effective date of such employee's retirement. In the event not all employees, who so elected to receive a pay out, receive approval from the Fire Chief, then consideration shall be given to the more senior employee(s).

26. JURY DUTY

Any employee called for Jury Duty or as a Crown Witness will be allowed time off during the period of such duty. The employee's regular pay will be continued and any remuneration received for such duty will be remitted to the Director, Human Resources.

27. WORKSAFE BC

- (a) Employees absent from duty due to personal injury by accident arising out of and in the course of their employment, shall receive full salary during such absence for long as the Workers' Compensation Board remits their compensation allowance to the City.
- (b) Notwithstanding Subsection (a) above, employees absent from duty due to personal injury by accident arising out of and in the course of their employment, shall receive normal net take-home pay (as opposed to regular gross pay) for so long as the Workers' Compensation Board remits their time-loss compensation to the City.

Normal net take home pay is defined as the employee's regular net take-home wages to ensure that the non-taxable status of Worker's Compensation benefits does not provide an opportunity for an injured worker to earn more while on claim than when they were working. All statutory and other deductions will be deducted (i.e. Income Tax, CPP, EI, Municipal Pension, Union Dues,

Canada Savings Bonds, etc.) to determine total deductions that would normally occur if the employee had worked the employee's scheduled shifts.

With respect to CPP and EI deductions, if the employee is injured at the beginning of the year and had not reached the maximum for these two deductions, the deductions would continue until such time as the cap has been reached (i.e. approximately July).

If the Employee is injured after the maximums have been reached and remains on WCB into the following year, the CPP and EI deductions would start again in January until the maximums have been reached even though WCB award payments do not attract CPP and EI deductions. This will ensure that the employee's net pay is identical to the employee's pay had the employee been working. (It is important to note that only the Employer Income Supplement is subject to CPP however in order to ensure identical net pay, an employee's pay cheque will fluctuate by approximately two-hundred dollars (\$200.00) between January and June and July and December).

In the event that an employee was acting in a higher capacity (pursuant to the provisions of Clause 9) at the time the injury was sustained, then "normal net take-home pay" shall be calculated based upon the rate in effect for the higher capacity class or rank. Similarly, in the event that an employee was scheduled to act in a higher capacity at any time during the period of the compensable absence, then for such period(s) that the employee was scheduled to so act, "normal net take-home pay" shall be retroactively calculated based upon the rate in effect for the higher capacity class or rank.

28. EMPLOYMENT INSURANCE

All employees shall be covered by the provisions of the Employment Insurance Act, and the City and the employees shall contribute thereto.

The benefits that are presently received under the Sick Leave provision of the present Collective Agreement shall not be reduced by the introduction of the Disability Income Benefits of the Employment Insurance Act.

Any savings to the City as a result of the Disability Income Benefits of the Employment Insurance Act shall be passed onto the employee in the form of some other benefits as may be determined by the joint Labour/Management Committee.

29. ABSENCE FROM DUTY OF UNION OFFICIALS

Leave with pay shall be granted to Officers of the Union upon application to and permission of the Human Resources Department in each specific case, when it becomes necessary to transact business affecting the members of the Union.

All employees covered by this Agreement who have attained the rank of 4th year Firefighter or above, if appointed or elected to a full-time position in the service of the International Association of Firefighters, or if appointed by the Federal or Provincial Governments to public service for a term not to exceed the greater of four (4) years or one full term of the appointing government, or if accepted as a student by the Canadian Labour College, shall be granted Leave of Absence without pay while so engaged, and subject to the following provisions:

- (a) No more than one employee may be granted Leave of Absence at any one time for the purpose of attending the Canadian Labour College.
- (b) The Union agrees that when any one or more employees are granted Leave of Absence without pay under this Clause, the employee or employees equal in number to those who are so absent, and who were last hired by the City, shall be subject to lay off in accordance with the provisions of Clause 10.1 upon the return of the said absentee or absentees.
- (c) It is understood and agreed that while on such Leave of Absence, the employee will retain seniority for the purposes of layoffs, promotions, remuneration, annual vacations, public holidays, MSP coverage, sick leave entitlement and gratuity entitlement.
- (d) It is also understood and agreed that the accumulated sick leave and gratuity days credited to the employee at the time of taking such Leave of Absence shall remain to the employee's credit during the period of the absence.
- (e) In the event the employee elects to continue to be covered by the Group Life Insurance Plan and/or MSP during the Leave of Absence, the employee shall, in writing, notify the Director, Human Resources of the employee's election, and shall undertake to pay both the City's premiums and the employee's own premiums as an employee.

30. GRIEVANCE PROCEDURE

Should any difference arise between either party to this Agreement concerning its interpretation, application, operation or alleged violation thereof, there shall be no stoppage of work or change of operation or personnel on account of such difference, and it shall be the subject of collective bargaining between the Union and the City and be finally and conclusively settled under and by the following procedure:

- (a) Within thirty (30) calendar days of the date on which the incident giving rise to the grievance occurred or of the date when the employee(s) first became aware of the incident, whichever is later, the aggrieved employee or the Union shall, in the first instance, give in writing, full particulars of the grievance to the Fire Chief; however, in the event that the Union files a grievance on behalf of an employee or specific employees, the grievance shall detail the name(s) of the employees involved.

The time limitation in this clause (a) does not apply to probationary employees, nor shall it extinguish the legal right of any employee to individually pursue redress in other venues separate and apart from the provisions of the Collective Agreement. Additionally, the time limits in this Agreement may be extended with the mutual consent of both parties.
- (b) If the alleged grievance is not settled by the Fire Chief within seven (7) days, the matter shall be referred to the Employer's Grievance Committee, which shall arrange for meetings with the Union within seven (7) days from receipt of such request.
- (c) Any dispute (as defined in the Labour Relations Code of British Columbia) with respect to matters not covered by the terms of this Agreement shall, during the term of this Agreement, be the subject of collective bargaining between the Union and the City as represented by the Employer's Grievance Committee.

- (d) If no settlement is reached with the Employer's Grievance Committee within even (7) days, then the grievance shall be finally and conclusively settled without stoppage of work by submission to a Board of Arbitration within ninety (90) days of the Employer's Grievance Committee issuing its final response to the Union.

31. ARBITRATION

A Board of Arbitration shall consist of one (1) member appointed by mutual agreement of the Employer and the Union, unless either party wishes the grievance to be heard by a three-person Board of Arbitration, in which case the Employer shall nominate one (1) member and the Union shall nominate one (1) member to the Board, and the two so nominated shall by mutual agreement select a third member who shall be Chairperson of the Board. The representatives of the parties concerned must meet within seven (7) days of appointment and are allowed a further five (5) days to agree upon a chairperson.

Should the nominees of the respective parties fail to select a Chairman, then either party to the Agreement may apply to the Minister of Labour for the Province of British Columbia to appoint such third member. The expenses and compensation to the arbitrators shall be borne by the respective parties. The expenses and compensation for the Chairman shall be borne equally between the parties.

32. INTERPRETATION

Interpretation of this Collective Agreement shall be made by the Director of Human Resources or designate from within the Human Resources Department only, subject to the provisions of Clause 31 of this Agreement.

33. LEGAL COUNSEL

It is agreed between the parties hereto that Schedule "C" annexed hereto shall form part of this Agreement.

34. TRAINING

During the term of this Agreement, the Employer and Union shall continue to co-operatively explore and investigate current, new and future training practices and policies within the Fire-Rescue Department.

35. EMPLOYEE FILES

An employee shall be notified of and supplied with a copy of any material in the employee's file which may jeopardize continued employment or future promotions.

36. PER DIEM AND EXPENSES

- (a) When an employee is required to travel in accordance with the City's expense reimbursement procedures, such employee will receive a per diem allowance for meals

and expenses in the amount of seventy-five dollars (\$75.00) in the currency of the country of destination.

- (b) When an employee is required to travel on City business in circumstances which do not qualify for a per diem pursuant to Section (a) above, such employee shall be reimbursed for reasonable expenses supported by receipts.
- (c) Voluntary Travel: When an employee has requested to participate in an event that is funded by the City’s training and development policy, the provisions of the City procedure regarding per diems will apply and not the per diem pursuant to Section (a) above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the

25 day of August 2023.

and signed by:

For the City of Richmond

“Malcolm Brodie”

MAYOR

“Claudia Jesson”

CORPORATE OFFICER

“Jim Wishlove”

“Laurie Bachynski”

and signed by:

For Richmond Firefighters’ Association Local
1286

“Jim Dickson”

IAFF LOCAL 1286 PRESIDENT

“Craig Teichrieb”

IAFF LOCAL 1286 SECRETARY

SCHEDULE "A" - WAGES

CITY OF RICHMOND

AND

RICHMOND FIREFIGHTERS' ASSOCIATION, LOCAL 1286

A. WAGES

The attached schedule has been calculated for the two (2) year term of the Collective Agreement. Rates for 2020 to 2021 are based on the following percentage adjustments:

January 1, 2020 2.50%

January 1, 2021 2.50%

B. RATE SCHEDULES: 2020-2021**NOTES TO AID IN SCHEDULE INTERPRETATION**

Fire Alarm Operator & Fire Inspector rates as per Firefighter rates.

Firefighter and Mechanic rates based on 4th year rate; others based on 10th year rate.

Experience of Firefighters, Fire Prevention Inspectors and Alarm Operators shall be credited in respect of all experience gained in any such capacities, e.g., a Fire Prevention Inspector who has two years' experience as a Firefighter shall be paid the rate provided for below as Fire Prevention Inspector, third year.

Applicable to Firefighters and Fire Prevention Inspectors after such employees have completed ten (10) calendar years of service in the Department; such rate shall be paid to them for as long as they continue to hold these respective ranks. Where such employees act in the rank of Company Officer I (Lieutenant), they shall be paid at the appropriate rate for the higher rank.

The new rates have been verified by both the City and the Union. The proper calculation is done by adjusting the 4th year monthly rate by the general adjustment, and calculating each of the other monthly rates by applying the rank index to the 4th year (or 10th year as appropriate) monthly rates and applying the round function throughout the calculations.

Ten (10) Year Rate: 103%

Schedule "A"
City of Richmond Firefighters
January 1, 2020 – December 31, 2021

		Jan 1/20	Jan 1/21
4th year Firefighter	Monthly (100%)	\$8,446	\$8,657
10th year Firefighter	Monthly (103%)	\$8,699	\$8,917
Negotiated General Increase		2.50%	2.50%

Class Title	Weekly Hours		Rank Index	Jan 1/20 2.5%	Jan 1/21 2.5%				
*Company Officer II (Captain) (Job Code 176)	42	Monthly	122%	10613	10879				
		Biweekly		4881.60	5003.95				
		Hourly		58.1143	59.5708				
*Company Officer I (Lieutenant) (Job Code 715)	42	Monthly	117%	10178	10433				
		Biweekly		4681.51	4798.80				
		Hourly		55.7323	57.1286				
Firefighter Recruit (Job Code 893)	35	Monthly	70%	5912	6060				
		Biweekly		2719.31	2787.38				
		Hourly		38.8473	38.8197				
Firefighter Recruit (Job Code 893)	35	Monthly	75%	6335	6493				
		Biweekly		2913.87	2986.55				
		Hourly		41.6267	42.6650				
Firefighter (Job Code 175)	42	Monthly	70%	5912	6060				
		Biweekly		2719.31	2787.38				
		Hourly		32.3727	33.1831				
Firefighter	42	Monthly	75%	6335	6493				
		Biweekly		2913.87	2986.55				
		Hourly		34.6889	35.5542				
Firefighter	42	Monthly	80%	6757	6926				
		Biweekly		3107.98	3185.71				
		Hourly		36.9998	37.9251				
Firefighter	42	Monthly	90%	7601	7791				
		Biweekly		3496.19	3583.58				
		Hourly		41.6213	42.6617				
Firefighter	42	Monthly	100%	8446	8657				
		Biweekly		3884.86	3981.91				
		Hourly		46.2483	47.4037				
Firefighter	42	Monthly	103%	8699	8917				
		Biweekly		4001.23	4101.50				
		Hourly		47.6337	48.8274				

Schedule "A"
City of Richmond Firefighters
January 1, 2020 – December 31, 2021

Class Title	Weekly Hours		Rank Index	Jan 1/20 2.5%	Jan 1/21 2.5%					
Mechanic (Job Code 182)	40	Monthly Biweekly Hourly	103%	8699 4001.23 50.0154	8917 4101.50 51.2688					
*Emergency Vehicle Technician (Job Code 824)	40	Monthly Biweekly Hourly	117%	10178 4681.51 58.5189	10433 4798.80 59.9850					
*Emergency Vehicle Technician, Captain (Job Code 190)	40	Monthly Biweekly Hourly	122%	10613 4881.60 61.0200	10879 5003.95 62.5494					
*Chief Training Officer (Job Code 180)	35	Monthly Biweekly Hourly	142%	12353 5681.93 81.1704	12662 5824.06 83.2009					
*Training Officer (Job Code 181)	35	Monthly Biweekly Hourly	122%	10613 4881.60 69.7371	10879 5003.95 71.4850					
*Battalion Chief (Job Code 177)	1 st 140 hours	Monthly Biweekly Hourly	137%	11918 5481.85 65.2601	12216 5618.92 66.8919					
*Battalion Chief	2 nd 140 hours	Monthly Biweekly Hourly	140.2%	12196 5609.72 66.7824	12502 5750.47 68.4580					
*Battalion Chief		Monthly Biweekly Hourly	142%	12353 5681.93 67.6420	12662 5824.06 69.3340					
*Captain – Fire Investigator/ Special Hazards (Job Code 200)	35	Monthly Biweekly Hourly	122%	10613 4881.60 69.7371	10879 5003.95 71.4850					
*Captain Fire Prevention Services (Job Code 201)	35	Monthly Biweekly Hourly	122%	10613 4881.60 69.7371	10879 5003.95 71.4850					
*Chief Fire Prevention Officer (Job Code 583)	35	Monthly Biweekly Hourly	142%	12353 5681.93 81.1704	12662 5824.06 83.2009					

Schedule "A"
City of Richmond Firefighters
January 1, 2020 – December 31, 2021

Class Title	Weekly Hours		Rank Index	Jan 1/20 2.5%	Jan 1/21 2.5%					
*Assistant Fire Prevention Officer (Job Code 582)	35	Monthly Biweekly Hourly	122%	10613 4881.60 69.7371	10879 5003.95 71.4850					
Fire Inspector (Job Code 202)	1 st 6 months	35	Monthly Biweekly Hourly	70%	5912 2719.31 38.8473	6060 2787.38 39.8197				
Fire Inspector	2 nd 6 months	35	Monthly Biweekly Hourly	75%	6335 2913.87 41.6267	6493 2986.55 42.6650				
Fire Inspector	2 nd year	35	Monthly Biweekly Hourly	80%	6757 3107.98 44.3997	6926 3185.71 45.5101				
Fire Inspector	3 rd year	35	Monthly Biweekly Hourly	90%	7601 3496.19 49.9456	7791 3583.58 51.1940				
Fire Inspector	4 th year	35	Monthly Biweekly Hourly	100%	8446 3884.86 55.4980	8657 3981.91 56.8844				
Fire Inspector	10 th year	35	Monthly Biweekly Hourly	103%	8699 4001.23 57.1604	8917 4101.50 58.5929				
*Fire Prevention Officer Job Code (724)	10 th year Step 1	35	Monthly Biweekly Hourly	112%	9743 4481.43 64.0204	9987 4593.66 65.6237				
*Fire Prevention Officer	10 th year Step 2	35	Monthly Biweekly Hourly	117%	10178 4681.51 66.8787	10433 4798.80 68.5543				
*Community Relations Officer (CRO) (Job Code 219)		35	Monthly Biweekly Hourly	122%	10613 4881.60 69.7371	10879 5003.95 71.4850				
Electrical Safety Officer - FP (Job Code 748)		35	Monthly Biweekly Hourly	122%	10613 4881.60 69.7371	10879 5003.95 71.4850				

Schedule "A"
City of Richmond Firefighters
January 1, 2020 – December 31, 2021

Class Title	Weekly Hours		Rank Index	Jan 1/20 2.5%	Jan 1/21 2.5%					
Fire and Life Safety Educator	10 th year	35	Monthly	103%	8699	8917				
			Biweekly		4001.23	4101.50				
			Hourly		57.10604	58.5929				
Fire and Life Safety Educator	10 th year	35	Monthly	112%	9743	9987				
			Biweekly		4481.43	4593.66				
			Hourly		64.0204	65.6237				

Rate Calculation: $\frac{\text{Monthly Rate} \times 12}{26.089} = \text{Biweekly Rate (Rounded to 2 decimals)}$ $26.089 = \frac{365.25 \text{ days per year (to account for leap years)}}{14 \text{ days per pay period}}$

$\frac{\text{Biweekly Rate}}{\text{Biweekly Hours}} = \text{Hourly Rate (Rounded to 4 decimals)}$

SCHEDULE "B" - 42 HOUR WEEK 2 PLATOON

Week	Platoon	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
1	Day Night	A D	A D	B A	B A	C B	C B	D C
2	Day Night	D C	A D	A D	B A	B A	C B	C B
3	Day Night	D C	D C	A D	A D	B A	B A	C B
4	Day Night	C B	D C	D C	A D	A D	B A	B A
5	Day Night	C B	C B	D C	D C	A D	A D	B A
6	Day Night	B A	C B	C B	D C	D C	A D	A D
7	Day Night	B A	B A	C B	C B	D C	D C	A D
8	Day Night	A D	B A	B A	C B	C B	D C	D C

This Schedule "B" shows the duty shifts worked by all groups. Day shifts comprise ten (10) hours of duty, and night shifts comprise fourteen (14) hours of duty. All employees covered by this Schedule "B" work a total of three hundred and thirty-six (336) hours in each cycle.

SCHEDULE "C"

LEGAL COUNSEL - if charged under the Criminal Code

- (1) The City agrees to contribute, in the manner set forth in Paragraph (2), to the cost of one solicitor retained by any employee covered by the terms of this Agreement who is:
 - (a) charged with an offence under the Criminal Code of Canada, or under any Federal or Provincial Statute; or
 - (b) summonsed to a Coroner's Court as a witness under circumstances where it is likely (in the absolute discretion of the City) that Criminal or Statutory charges will be laid against the employee at the conclusion of the Inquest;

where the events which constitute the alleged or anticipated offence arose under circumstances where the employee was following authorized instructions of the employee's supervisor and was carrying these out in the manner required by the City and the employee's actions arose out of and in the course of the employee's employment.
- (2) In those cases where the City undertakes to contribute to the legal fees of an employee, such fee shall be based upon the following schedule:
 - (a) **PROVINCIAL, COUNTY AND CORONER'S COURTS**

Forty dollars (\$40.00) per hour, up to a maximum of three (3) hours for preparation.
 One-hundred dollars (\$100.00) per day for trial, hearing, or appeal.
 Sixty dollars (\$60.00) per one-half (½) day for trial, hearing or appeal.
 Forty dollars (\$40.00) per appearance upon taking of a plea or upon adjournment.
 - (b) **SUPREME AND APPEAL COURTS**

Fifty dollars (\$50.00) per hour, up to a maximum of five (5) hours for preparation.
 Two-hundred dollars (\$200.00) per day for trial or appeal.
 One-hundred and twenty (\$120.00) per one-half (½) day for trial or appeal.
 Fifty dollars (\$50.00) per appearance upon adjournment.
 - (c) During the term of this Agreement Subsections 2(A) and 2(B) will be amended to reflect any changes in fees as established by the B.C. Bar Association during the year.
- (3) In the event that more than one employee has retained the same lawyer in the same action, the City will not be obliged to pay more than one contribution to legal fees in such action.
- (4) If more than one employee is charged with an offence, or summonsed to a Coroner's Court, under conditions outlined in Paragraph (1), where the alleged or anticipated offences arose out of the same incident or a closely related series of incidents, the City will not be obliged to pay more than one contribution to legal fees for the group of employees so charged or summonsed; provided, however, should the City and a given member of such group of employees agree that the circumstances surrounding the incident clearly indicate a conflict of interest between the employee and one or more of the other employees, then the City will contribute separately to such employee's legal fees.

- (5) Claims processed in a Civil Court against an employee arising out of the performance of the employee's duties shall be dealt with as provided for in the Officers and Employees Indemnification Bylaw No. 4896 (1987).

LETTERS OF AGREEMENT

For reference and ease of communication purposes, the following Letters of Agreement are displayed with the current collective agreement. It is the intention of both Parties that Letters of Agreement be for the express purpose of defining and/or clarifying an issue with joint resolution during the time frame between collective agreement negotiations. Renewal provisions are defined within the body of each individual Letter of Agreement.

Should there be mutual agreement by both parties to create, terminate, or otherwise amend documented Letters of Agreement at a time other than formal collective bargaining, it is agreed that such action is to be accomplished via use of the Labor-Management Committee.

The following Letters of Agreement are displayed in their entirety:

1. Promotional Language (8 March 2016)
2. Fire Hall Renovation (14 March 1990)
3. Corporate Secondment Program (25 April 2000)
4. Staffing of Apparatus (25 April 2000)
5. Colonoscopy (9 February 2009)

It is understood and agreed that this listing of Letters of Agreement may not be fully complete due to record-keeping procedures of years past. Should either Party uncover additional Letters of Agreement they may wish to rely upon in formal discussions, such documents will be made available to the other Party and discussions entered into at Labour Management meetings to determine mutual acceptance, amendment or termination. Failure of the Parties to mutually agree on the disposition of such uncovered Letters of Agreement will not preclude such documentation being introduced into any formal arbitral proceeding with the Arbitrator's decision as to admissibility/validity being binding on both Parties.

NOTE: It is also agreed by both Parties that each Letter of Agreement should contain the following Termination Clause unless a termination, renewal or amendment clause is already contained therein.

"This Letter of Agreement will be in effect for the following term: January 01, 2020 to December 31, 2021. Termination of this letter may be initiated by either Party providing written notice no less than sixty (60) days prior to the above-noted expiry date. Failure to provide written notice will mean continuance of this Letter of Agreement for the same period as the Collective Agreement with renewal, amendment or termination being an issue for discussion at collective bargaining."

Letter of Agreement #1

Re: Promotional Language (8 March, 2016)

The City and the Union agree to the following:

- (a) All provisions and working conditions provided for by the current Collective Agreement shall prevail except where expressly provided here within without exception unless mutually agreed to by the parties.
- (b) For the purpose of this document it is understood that the definition of confirmed Officer is deemed to be the effective date of permanent promotion to Officer.
- (c) In the event that space or funding for required courses is limited, the City will afford the course(s) to the most senior applicant first. This does not preclude staff from taking courses through alternate means, i.e. individual development training.
- (d) In the event that an employee requests an equivalency to any educational requirements located within this Letter of Agreement. The City shall base the decision to grant equivalency on learning outcomes or competencies that are included in the course description from the institution.
- (e) The City will pay in accordance with the language of Article 9.1(a), i.e. when an employee is required by the City to accept the responsibility and carry out the duties of the senior position or rank. The requirement to act outside of suppression will be solely determined by the City.
- (f) It is understood that all required courses mentioned below and those for Company Officer I and II (Lieutenant and Captain) would be "on duty". The exception to this will be the BCIT courses required of the Chief Officer positions as listed below. Shift adjustments and rescheduling of days off may be necessary to alleviate the need for overtime. Shift adjustments and rescheduling of days off will be conducted in accordance to the Pool Officers training agreement.

Exempt Managers

Eligibility

In the case of an absence or vacancy in the Exempt position of Fire Chief or Deputy Fire Chief, the City (at its sole option) may temporarily appoint a member of the bargaining unit to fulfill such duties. Such selection must be agreeable to the individual employee and will be a Richmond Fire-Rescue confirmed Officer. Primary consideration for promotion will be based on skills, knowledge, ability and the capacity for leadership.

Working Conditions

Employees filling the vacant Exempt role will be compensated at 150% of the 10th year firefighter rate.

When a member of the bargaining unit is acting in such an exempt role, that employee will still be required to pay union dues and will continue to accrue service within the bargaining unit but will be subject to exempt staff working and compensation conditions and programs. In recognition of the individual's required return to the bargaining unit, the employee shall not be required to participate in decision making concerning labour relations input or actions, specifically those activities within the Collective Agreement that call for the response or decision making of the Fire Chief or delegate.

Suppression Branch

Acting Requirements, Suppression Branch

The following confirms the arrangement with respect to Acting Rank within the **Fire Suppression Branch**. An employee fulfilling an Acting role shall be both qualified (applicable courses) and perform the core duties of the assigned role.

- (1) Vacancies created by short term illness, annual vacation, statutory holidays and long service leave will be covered by elevating the senior qualified member(s) within each shift.
- (2) In the case of known long term absences such as sickness and workers' compensation, that will be for a duration of two (2) months or longer, the most senior qualified member(s) will be transferred to cover the Acting rank.
- (3) The policy of one step elevation, i.e. Firefighter to Company Officer, Company Officer to Battalion Chief, be recognized.

Requirements, Company Officer 1 and 2

Preamble

There are forty-eight (48) Company Officer I and Company Officer II (Lieutenant and Captain) positions in fire suppression and the Officer Pool membership shall not exceed the number of Company Officers.

All required courses for Company Officer I and II (Lieutenant and Captain) will be completed "on-duty".

Eligibility

- (1) Company Officer I (Lieutenant) to 117%: Promotion from the Officer Pool. Promotions take place when a vacancy occurs as per the Collective Agreement. Probationary period is six months.
- (2) Company Officer II (Captain) 122%: Members must complete Fire Officer II at an institution recognized by the City, complete one year as Company Officer I (Lieutenant) and receive a successful performance evaluation prior to receiving this rate.
- (3) Company Officer's I & II (Lieutenants and Captains) will be subject to assignment in all stations.

Conditions to Act as a Company Officer, Suppression Branch

Pool Officers members must complete Fire Officer 1 at an institution recognized by the City and in accordance with Clause 6.1 of the Collective Agreement, prior to being eligible to act in a higher capacity.

Acting Company Officer: Members of the Officers Pool required to assume acting positions shall receive Company Officer I (Lieutenant) rate (117%) for actual hours spent in the higher capacity.

Requirements, Battalion Chief

Eligibility

Rank/Service Requirements: Confirmed Officer in the Richmond Fire-Rescue Department. If there are no confirmed Officers who meet the educational requirements, officer pool members who meet the minimum educational requirements and who have a minimum of fifteen years of service will be eligible for the position.

It is understood that all members who have completed or are enrolled for BCIT course, Introduction to Business, as of the date of ratification, will be granted equivalency with Project Management Essentials OPMT 1187.

Minimum Educational Requirement

- (a) Fire Officer I and II -JIBC
- (b) Fire Services Instructor 2, FIRE-1202 -JIBC
- (c) Project Management Essentials, OPMT 1187 - BCIT
- (d) Principles of Management, BUSA 2005 - BCIT
- (e) Organizational Behaviour, ORGB 1105 - BCIT
- (f) Interpersonal Skills, ORGB 2505 - BCIT
- (g) Labour Relations 1, HRMG 3205 - BCIT

Desired Educational Requirements

It is desirable that candidates have attended programs to keep their Fire-Suppression command knowledge and administrative skills up to date such as Fire Officer III from the Justice Institute of British Columbia (JIBC) or the Fire Executive Management Program at the British Columbia Institute of Technology (BCIT) or equivalent.

Conditions to Act as Battalion Chief/Suppression Branch

An employee fulfilling an Acting role shall be both qualified (applicable courses) and perform the core duties of the assigned role. Vacancies created by short term illness, annual vacation, statutory holidays and long service leave will be covered by elevating the senior qualified member(s) within each shift.

In the case of known long term absences such as sickness and workers' compensation, that will be for a duration of two (2) months or longer, the most senior qualified member(s) will be transferred to cover the Acting rank.

The policy of one step elevation, i.e. Firefighter to Officer, Company Officer to Battalion Chief, be recognized.

Fire Prevention Branch

Requirements, Fire Inspector

Eligibility

Positions shall be filled by the senior applicant.

Minimum Educational Requirement

None

Desired Educational Requirements

- (a) Fire Inspector 1, FIRE-1210 - JIBC
- (b) BC Building Code: Part 3 Introduction, BLDG 1830 - BCIT
- (c) Fire Service Instructor 1, FIRE-1201 - JIBC

Requirements, Fire Prevention OfficerEligibility

A person must have successfully completed the courses outlined below to be eligible to apply for a Fire Prevention Officer position.

Minimum Educational Requirement

- (a) Fire Inspector 1, FIRE-1210 - JIBC
- (b) BC Building Code: Part 3 Introduction, BLDG 1830 - BCIT
- (c) Fire Service Instructor 1, FIRE 1201 - JIBC

Minimum Educational Requirement during first year

- (a) Local Assistant to the Fire Commissioner
- (b) Fire and Life Safety Educator 1, FIRE-1206 - JIBC
- (c) Fire Cause & Origin 1, 2, 3, FIRE-1270, 1275, 1280 - JIBC
- (d) BC Fire Code, FIRE-1265 - JIBC

Working Conditions

That the rates of pay for Fire Prevention Officer shall be a two-step incremental rate starting at 112% of the tenth year rate and increasing to 117% of the tenth year rate provided the requirements as outlined below are met. Requirements will include:

1. One year at 112%,
2. Completion of educational requirements as outlined, and
3. Satisfactory performance evaluation.

If a person is unable to complete these courses through the direct result of a City decision or a course not being scheduled, the department will increase their rate of pay (after one full year) to the full rate of pay (117%). A person would still however, be required to complete the course as soon as possible after it becomes available. It is expected that members will participate in ongoing training and professional development as directed by the CFPO and fire management.

Requirements, Captain, Fire Investigation/Special HazardsEligibility

A person must be a Fire Prevention Officer who has achieved all of the course objectives identified within this agreement and who has successfully completed a performance review(s).

Minimum Educational Requirement

- (a) BC Fire Code, FIRE-1265 - JIBC
- (b) BC Building Code: Part 3 Introduction, BLDG 1830 - BCIT
- (c) Local Assistant to the Fire Commissioner
- (d) Fire Inspector 2, FIRE-1210 - JIBC
- (e) Fire Cause & Origin 1, 2, 3, FIRE-1270, 1275, 1280 - JIBC
- (f) Fire and Life Safety Educator 1, FIRE-1206 - JIBC
- (g) Strategic Planning - Community Risk Reduction, FIRE-2115 - JIBC
- (h) Automatic Sprinkler and Standpipe Testing, FIRE 2080 - BCIT
- (i) Introduction to Business and Technical Communication, COMM 1103 - BCIT

Desired Educational Requirements

- (a) Project Management Essentials, OPMT 1187 - BCIT
- (b) Fire Services Instructor 2, FIRE-1202 - JIBC

Conditions to Act as Captain, Fire Investigations/Special Hazards

The City will pay in accordance with the language of Article 9.1(a), i.e. when an employee is required by the City to accept the responsibility and carry out the duties of the senior position or rank. The requirement to act will be solely determined by the City.

An employee fulfilling an acting role shall be both qualified (applicable courses) and perform the core duties of the assigned role.

1. Vacancies created by annual vacation, statutory holidays and long service leave will be covered by elevating the senior qualified member(s) within the Prevention Branch.
2. Vacancies are not deemed to occur on an employee's regularly scheduled day off.

Acting time may only be assigned to members who have achieved the Fire Prevention Officer (117%) increment and successfully completed the following educational requirements:

- (a) BC Building Code: Part 3 Introduction, BLDG 1830 - BCIT
- (b) Fire Cause & Origin 1, 2, 3, FIRE-1270, 1275, 1280 - JIBC

Requirements, Captain, Fire Protection SystemsEligibility

A person must be a Fire Prevention Officer who has achieved all of the course objectives identified within this agreement and who has successfully completed performance review(s).

Minimum Educational Requirement

- (a) BC Fire Code, FIRE-1265 - JIBC
- (b) BC Building Code: Part 3 Introduction, BLDG 1830 - BCIT
- (c) Local Assistant to the Fire Commissioner
- (d) Fire Inspector 2, FIRE-1210 - JIBC
- (e) Fire Plan Examiner 1, FIRE-1250 - JIBC
- (f) Fire Cause & Origin 1, 2, 3, FIRE-1270, 1275, 1280 - JIBC
- (g) Fire and Life Safety Educator 1, FIRE-1206 - JIBC

- (h) Automatic Sprinkler and Standpipe Testing, FIRE 2080 - BCIT
- (i) Special Fire Suppression Systems, FIRE 2088 - BCIT
- (j) Introduction to Business and Technical Communication, COMM 1103 - BCIT

Desired Educational Requirements

- (a) Project Management Essentials, OPMT 1187 - BCIT
- (b) Fire Services Instructor 2, FIRE-1202 - JIBC

Conditions to Act as Captain, Fire Protection Systems

The City will pay in accordance with the language of Article 9.1(a), i.e. when an employee is required by the City to accept the responsibility and carry out the duties of the senior position or rank. The requirement to act will be solely determined by the City.

An employee fulfilling an Acting role shall be both qualified (applicable courses) and perform the core duties of the assigned role.

- (1) Vacancies created by annual vacation, statutory holidays and long service leave will be covered by elevating the senior qualified member(s) within the Prevention Branch.
- (2) Vacancies are not deemed to occur on an employee's regularly scheduled day off.

Acting time may only be assigned to members who have achieved the Fire Prevention Officer (117%) increment and successfully completed the following educational requirements:

- (a) Automatic Sprinkler and Standpipe Testing, FIRE 2080 - BCIT
- (b) Introduction to Business and Technical Communication, COMM 1103 - BCIT
- (c) Fire and Life Safety Educator 1, FIRE-1206 - JIBC

Requirements, Chief Fire Prevention Officer

Eligibility

Rank/Service Requirements: Confirmed officer in the Richmond Fire-Rescue Department. If there are no confirmed officers who meet the educational requirements, officer pool members or fire prevention inspectors who meet the minimum educational requirements and who have a minimum of fifteen years of service will be eligible for the position.

It is understood that all members who have completed or are enrolled for BCIT course, Introduction to Business, as of the date of ratification, will be granted equivalency with Project Management Essentials OPMT 1187.

Minimum Educational Requirement

- (a) BC Fire Code, FIRE-1265 - JIBC
- (b) BC Building Code: Part 3 Introduction, BLDG 1830 - BCIT
- (c) Fire Plan Examiner 1, FIRE-1250 - JIBC
- (d) Fire Cause & Origin 1, 2, 3, FIRE-1270, 1275, 1280 - JIBC
- (e) Fire and Life Safety Educator 1, FIRE-1206 - JIBC
- (f) Fire Services Instructor 2, FIRE-1202 - JIBC
- (g) Automatic Sprinkler and Standpipe Testing, FIRE 2080 - BCIT
- (h) Special Fire Suppression Systems, FIRE 2088 - BCIT

- (i) Introduction to Business and Technical Communication, COMM 1103 - BCIT
- (j) Project Management Essentials, OPMT 1187 - BCIT
- (k) Principles of Management, BUSA 2005- BCIT
- (l) Organizational Behaviour, ORGB 1105 - BCIT
- (m) Interpersonal Skills, ORGB 2505 - BCIT
- (n) Labour Relations 1, HRMG 3205 - BCIT

Desired Educational Requirements

It is desirable that candidates have kept up to date with fire prevention techniques, community development, and information distribution methods such as Fire Prevention Officer Certificate from the Justice Institute of British Columbia (JIBC) or the Fire Executive Management program at the British Columbia Institute of Technology (BCIT) or equivalent.

Conditions to Act as Chief Fire Prevention Officer

The City will pay in accordance with the language of Article 9.1(a), i.e. when an employee is required by the City to accept the responsibility and carry out the duties of the senior position or rank. The requirement to act will be solely determined by the City.

An employee fulfilling an Acting role shall be both qualified (applicable courses) and perform the core duties of the assigned role.

1. Vacancies created by annual vacation, statutory holidays and long service leave will be covered by elevating the senior qualified member(s) within the Prevention Branch.
2. Vacancies are not deemed to occur on an employee's regularly scheduled day off.

Acting time may only be assigned to members who have achieved the Captain in Fire Prevention and have successfully completed the following educational requirements:

- (a) Project Management Essentials, OPMT 1187 - BCIT
- (b) Principles of Management, BUSA 2005 - BCIT

Acting time in the Fire Prevention Branch will be limited to one step elevation i.e. Fire Prevention Officer (117%) to Captain and Captain to Chief Fire Prevention Officer.

Training Branch

Preamble

In the event any Officer vacancies are created as a result of members accepting TO positions, the Officers vacancy shall be temporarily backfilled. Once the incumbent in the TO position reverts to their previous Branch and position, the individual who temporarily backfilled the officer position will revert to their previous rank and position. The only exception to this would be if there is a known retirement within six (6) months that would provide a vacancy in that rank, in which case the department shall temporarily operate over complement until such retirement.

Requirements, Chief Training Officer

Eligibility

Rank/Service Requirements: Confirmed officers in the Richmond Fire-Rescue Department. If there are no confirmed officers who meet the educational requirements, officer pool members who meet the minimum educational requirements and who have a minimum of fifteen years' service and fire prevention inspectors who meet the educational requirements and who have a minimum of fifteen years' service will be eligible for the position.

It is understood that all members who have completed or are enrolled for BCIT course, Introduction to Business, as of the date of ratification, will be granted equivalency with Project Management Essentials OPMT 1187.

Minimum Educational Requirement

- (a) Fire Officer I and II - JIBC
- (b) Fire Services Instructor 2, FIRE-1202 - JIBC
- (c) Project Management Essentials, OPMT 1187 - BCIT
- (d) Principles of Management, BUSA 2005 - BCIT
- (e) Organizational Behaviour, ORGB 1105 - BCIT Interpersonal Skills, ORGB 2505, - BCIT
- (f) Labour Relations 1, HRMG 3205 - BCIT

Desired Educational Requirements

It is desirable that the candidate have attended programs to advance their knowledge, skills and abilities such as Fire Officer III from the Justice Institute of British Columbia (JIBC) or the Fire Executive Management program at the British Columbia Institute of Technology (BCIT) or equivalent.

Conditions to Act as Chief Training Officer

The City will pay in accordance with the language of Article 9.1(a), i.e. when an employee is required by the City to accept the responsibility and carry out the duties of the senior position or rank. The requirement to act will be solely determined by the City.

An employee fulfilling an Acting role shall be both qualified (applicable courses) and perform the core duties of the assigned role.

- (1) Vacancies created by annual vacation, statutory holidays and long service leave will be covered by elevating the senior qualified member(s) within the Training Branch.
- (2) Vacancies are not deemed to occur on an employee's regularly scheduled day off.

Requirements, Training Officer

Eligibility

Rank/Service Requirements: Eligibility to apply for the Training Officer position is confirmed officer in the Richmond Fire Rescue Department or those members who are in the Officers Pool.

Please see clause 6.4 in the Collective Agreement.

Minimum Educational Requirement

- (a) Fire Officer I - JIBC
- (b) Fire Service Instructor 1, FIRE-1201 - JIBC

Desired Educational Requirements

- (a) Fire Officer II - JIBC
- (b) Fire Services Instructor 2, FIRE-1202 - JIBC

Selection Process

The primary consideration for promotion to Training Officer will be based on the skills, knowledge, ability, capacity for leadership and a demonstrated interest and enthusiasm for training, in the event that those attributes are equal (within 10%), seniority will then be the determining factor.

The selection process will include:

Written Assignment - 30%

Practical Exam - 45%

Interview(s) - 25%

Working Conditions

- (1) Training Officers will work a day shift and rotate four (4) days on and three (3) days off from 08:00 hours to 17:15 hours (8¾ hours per day), with the exception of December 25, December 26, January 1 and Good Friday. Training Officer's rotational shift will be Monday to Thursday for two weeks and move forward to Tuesday to Friday for two weeks continuing on the same pattern unless reassigned by the Chief Training Officer. The Training Officers will work flexible schedules to allow for circumstances as may be required to meet training needs and as agreed to between the City and the Union. These positions are three (3) year term positions within the branch and will be non-renewable; however, if no new applications are received for the vacant position the incumbent may re-apply.
- (2) The rate of pay for Training Officer (TO) shall be one hundred and twenty two percent (122%) of the tenth (10th) year firefighter rate, working 70 hours biweekly. Members in this position shall not be eligible for instructor premium rates referred to in Clause 22 of the Collective Agreement.
- (3) An employee working in a position in a non-suppression branch may, with the approval of their supervisor, vary a regularly scheduled shift during a workweek. An employee may not vary their scheduled shift such that a work day falls on a weekend. A variation of a regular shift under this provision is not intended to continue on a long term basis, but is instead intended to be an exception, and to apply for a short term period only. An employee shall not be eligible for additional premiums where an employee initiates a change which would qualify the employee for additional premiums. The Employer shall not incur any additional cost as a result of an employee initiated change to a scheduled work day under this provision.

The City and the Union agree that the hours of work provisions outlined in paragraphs (1), (2) and (3) above will remain in effect until at least 2017 December 31. Thereafter, the two preceding paragraphs will remain in effect until either party serves sixty (60) calendar days' notice of its intention to cancel the hours of work provisions set out in paragraphs (1), (2) and (3) above and to instead apply the hours of work provisions set out in paragraphs (4) and (5) below. The cancellation will take effect 60 calendar days from the date that the notice is served. Should notice be served by either party, such notice shall only apply to paragraphs (1) to (5) in this section only (Training Officer) and the notice will have no effect on any other provision in this Letter of Agreement.

- (4) Training Officers will work a day shift and rotate four (4) days on and four (4) days off from 08:00 hours to 18:00 hours, with the exception of December 25, December 26, January 1 and Good Friday. They will also work flexible schedules to allow for circumstances as may be required to meet training needs and as agreed to between the City and the Union. These positions are three (3) year term positions within the branch and will be non-renewable; however, if no new applications are received for the vacant position the incumbent may re-apply.
- (5) The rate of pay for Training Officer (TO) shall be one hundred and twenty two percent (122%) of the tenth (10th) year firefighter rate, and shift leveled at 70 hours biweekly. Members in this position shall not be eligible for instructor premium rates referred to in Clause 22 of the Collective Agreement.

Members in these term positions are permitted to apply, and accept positions in their former branch;

Upon completion of temporary assignments, members shall revert to their former rank and rate of pay with no loss of seniority, with the exception of:

If after a year less a day, a member returns to the member's former branch prior to completing their temporary assignment, for any reason other than being a successful candidate in a job competition, the rules of the "Promotion/Lower-Rate Position/Lateral Transfer" Chapter V Subject 18 Operation Manual shall apply.

In the event any officer vacancies are created as a result of members accepting TO positions, the officer vacancy shall be temporarily back filled. Once the incumbent in the TO position reverts to their previous branch and position, the individual who temporarily back filled the officer position will revert to their previous rank and position. The only exception to this would be if there is a known retirement within six (6) months that would provide a vacancy in that rank, in which case the department shall temporarily operate over complement until such retirement.

Staff Reporting to the Deputy Chief, Administration

Requirements, Fire & Life Safety Educator

Eligibility

All employees covered by this Collective Agreement may apply for this role. When determining seniority ranking, the departmental seniority list will apply.

Minimum Educational Requirement

- Fire and Life Safety Educator 1, FIRE-1206 - JIBC

Within 1 Year

- Fire Service Instructor 1, FIRE-1201 - JIBC

Selection Process

Completion of the minimum educational requirements with the successful applicant having demonstrated an ability to present Fire and Life Safety Information to staff and public groups. The ability to present Fire and Life Safety information will be evaluated based on standards established by the City.

The senior qualified member who meets the minimum educational requirements and has passed the Fire and Life Safety Information demonstration shall be placed into the vacant position.

Requirements, Community Relations OfficerEligibility

All employees covered by this Collective Agreement may apply for this role. When determining seniority ranking, the departmental seniority list will apply.

Minimum Educational Requirement

- (a) Fire and Life Safety Educator 1, FIRE-1206 - JIBC
- (b) Fire Services Instructor 2, FIRE-1202 - JIBC
- (c) Strategic Planning - Community Risk Reduction, FIRE-2115 - JIBC
- (d) Information Officer, EMRG-1334 - JIBC

Selection Process

Completion of the minimum educational requirements with the successful applicant having demonstrated an ability to present Fire and Life Safety Information to staff and public groups. The ability to present Fire and Life Safety information will be evaluated based on standards established by the City.

The senior qualified member who meets the minimum educational requirements and has passed the Fire and Life Safety Information demonstration shall be placed into the vacant position.

Letter of Agreement #2

Re: Fire Hall Renovation (14 March, 1990)

It is acknowledged that the Corporation has the exclusive right to determine how work will be carried out on its buildings and facilities. Where the Corporation decides to have renovation work on Fire Halls performed by its employees, such work assignments will be governed by the following guidelines:

- (1) There will be a presumption that Firefighters will do projects in their living quarters, defined as kitchens, dormitories, weight rooms and T.V. rooms.
- (2) Renovation projects in any other part of the Fire Hall will be done by CUPE members.
- (3) Any projects dealing with structural changes (i.e. moving bearing walls, etc.) in Fire Halls will be done by CUPE members.
- (4) Nothing in the above will restrict the rights of any of the parties under existing Collective Agreements.

Letter of Agreement #3
Re: Corporate Secondment Program (25 April, 2000)

Purpose:

To provide training and educational opportunities for members through successful completion of approved projects and pilot programs outside of their regular workplace.

Definition:

A secondment position for the purpose of this agreement is defined as a temporary re-assignment of an individual to do specific short term projects outside of the Richmond Fire/Rescue Department (RFR). A secondment position is not an internal acting assignment nor a temporary transfer/re-assignment of duties within the Richmond Fire/Rescue Department (RFR).

- (1) All members are eligible to apply. However, only those meeting the posted qualification may be considered.
- (2) The positions will be posted at each Fire Hall for a minimum of 14 calendar days, and such posting shall include: rate of pay, expected duration of position, job description, and required qualification.
- (3) Seconded positions will continue to pay Union dues, and will be considered members in good standing during the term of the secondment.
- (4) At the conclusion of the secondment, the member shall return to the member's former position with no loss of rank, seniority, or benefits.
- (5) Any proposed secondment project or pilot program within Richmond Fire/Rescue which might entail duties normally performed by IAFF members shall be discussed and require Union agreement prior to being posted.

Letter of Agreement #4
Re: Staffing of Apparatus (25 April, 2000)

The Employer and the Union agree to the following staffing of apparatus:

- Engine/ladder companies shall have one Company Officer and three firefighters.
- Rescue trucks shall have one Company Officer and one firefighter.
- Additional Company Officers will be maintained to cover annual vacation time and statutory holidays.

Letter of Agreement #5
Re: Colonoscopy (9 February, 2009)

Whereas

- (A) Colonoscopy is a diagnostic medical procedure covered by the Medical Services Plan of BC when authorized by physician referral based on family history and/or the presence of symptoms;
- (B) Certain Fire Suppression employees over age 45 may wish to have a colonoscopy performed on an elective basis purely as a preventative health measure;
- (C) An elective colonoscopy may not be covered by the Medical Services Plan of BC in the absence of physician referral; and
- (D) The City is supportive of preventative employee health measures generally.

The Employer and the Association hereby agree as follows:

During the term of this Collective Agreement, The City will reimburse a one-time only payment of up to \$500 to any Fire Suppression employee over the age of 45 who elects to have a colonoscopy performed at a private medical clinic where the performance of the procedure has not been authorized by physician referral and is not covered by the Medical Services Plan of BC.

- (1) It is not the parties' intention to duplicate coverage offered through the Medical Services Plan. Therefore, an employee claiming reimbursement must provide the City with sufficient documentation from the employee's physician to satisfy the City that coverage for the colonoscopy is not available under the Medical Services Plan.
- (2) The Fire Suppression employee is fully responsible for payment to the service provider for the elective procedure. The City will reimburse the amount referred to in paragraph 1 directly to the employee upon presentation by the employee of proof satisfactory to the City that the employee has paid in full the invoice of the service provider for the procedure.