

**2007 - 2009**

**COLLECTIVE AGREEMENT**

**between**

**THE CITY OF RICHMOND**

**and**

**THE RICHMOND FIREFIGHTERS' ASSOCIATION, LOCAL 1286**

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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 three (3) years with effect from 2007 January 01 to 2009 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 31<sup>st</sup> 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.

#### 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 those employees covered by this Agreement, save those employees in the Fire Prevention Office, Training Office and Mechanical Division, shall be an average of 42 hours per week. The scheduling of duty hours for employees, other than those in the Fire Prevention Office, Training Office and Mechanical Division, 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 Division and Training Division 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 Office and Training Division shall be open from 8 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, the Chief Fire Prevention Officer and the Chief Training Officer.
- (c) Employees in the class of Mechanic shall work an eight (8) hour day, exclusive of a thirty (30) minute lunch break, based on a five (5) day work week schedule.
- 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 his/her scheduled work week, such employee shall be paid at the rate of one and one-half (1½) times his/her 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) (b) on a Public Holiday, such employee shall be paid at the rate of two (2) times his/her 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 following the completion of a regular shift, shall be paid at the rate of one and one-half (1½) times his/her regular straight-time hourly rate for the first (2) hours worked, and two (2) times his/her regular straight-time hourly rate for all overtime worked beyond two (2) hours.
- (b) An employee who is required to work pre-scheduled overtime (being defined as a minimum of 48 hours' notice) immediately preceding his/her regular shift, shall be paid at one and one-half (1½) times his/her regular straight-time hourly rate for the first two (2) hours worked, and two (2) times his/her regular straight-time hourly rate for all overtime worked beyond two (2) hours preceding his/her regular shift.
- (c) An employee who is required to work overtime immediately following the completion of his/her regular shift on a public holiday, shall be paid at the rate of rate of two (2) times his/her regular straight-time hourly rate for the first two (2) hours worked and two and one-half (2½) times his/her regular straight-time hourly rate for all overtime worked beyond two (2) hours.
- (d) When computing the payment of overtime of an employee under this Clause, all time worked by such employee from the time the employee completes his/her regular shift until he/she returns (if the duties required the employee to leave his/her regular place of work) to his/her 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 his/her 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 his/her 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.

## (c) 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 his/her 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

## 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 Offices and Mechanical Division, shall be based on twelve (12) hours.
- (b) For those employees of the Fire Prevention Office and Training Office, the shift rate shall be based on eight and three-quarter (8¾) hours.
- (c) For those employees of the Mechanical Division, the shift rate shall be based on eight (8) 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 The City will maintain a current seniority list, and will supply a copy thereof to the Union upon request at anytime.

## 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 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 in each and every Fire Hall 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 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 Division, are not eligible for pay for acting in a senior capacity when a senior ranking officer is on his/her regular day off.
- 9.2 The Department will record the number of shifts in each year, commencing in 1975, during which each employee acted in a senior capacity. During each immediately following year, commencing with 1976, each such employee will receive at the time of taking his/her 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 his/her 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 Mechanical Division; 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 lay off 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 his/her suspension or dismissal must do so to the City and notice of such appeal must be made within five (5) 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;
- (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.

- 12.3 All appointments, promotions and transfers shall be on the basis of the first six (6) months being probationary.

### 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:

- (1) 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:
  - (a) The prevention and suppression of fire;
  - (b) The routine housekeeping, painting, and maintenance of equipment and real property, related thereto.

- 14.2 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:

- (a) The prevention and suppression of fire;
- (b) The routine housekeeping, painting, and maintenance of equipment and real property, related thereto.

PROVIDED that 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 Defence, 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 being appointed to the permanent staff, every new employee shall within the first six months of service, file a Certificate of Birth 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 entered the 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. This is to be in effect only during a period of declared hostilities.
- 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 his/her account shall be paid into the employee's Estate.
- 15.6 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 in an underdeveloped country, 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 his/her seniority for the purposes of lay offs, promotions,

remuneration, annual vacations, public holidays, M.S.P. 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 M.S.P. during the Leave of Absence, the employee shall, in writing, notify the Director, Human Resources of his/her election, and shall undertake to pay both the City's premiums and his/her own premiums as an employee.

## 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 ( $1/12$ ) of nine (9) duty shifts for each month or portions of a month greater than one-half ( $1/2$ ) worked by December 31st.
  - (c) During the second (2nd) calendar year of service - nine (9) duty shifts.
  - (d) During the third (3rd) up to and including the tenth (10th) calendar year of service - thirteen (13) 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) - seventeen (17) duty shifts.
  - (f) During the twenty-first (21st) calendar year of service only - twenty-one (21) duty shifts.
  - (g) During the twenty-fourth (24th) and all subsequent calendar years of service - twenty-one (21) 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-twelfth ( $1/12$ ) of fifteen (15) calendar days for each month or portion of a month greater than one-half ( $1/2$ ) worked by December 31st.
- (c) During the second (2nd) calendar year of service - fifteen (15) calendar days.
- (d) During the third (3rd) up to and including the tenth (10th) calendar year of service - twenty-two (22) 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-nine (29) calendar days.
- (f) During the twenty-first (21st) calendar year only - thirty-six (36) calendar days.
- (g) During the twenty-fourth (24th) and all subsequent calendar years of service - thirty-six (36) 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, 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. PROVIDED HOWEVER, when an employee who is entitled to additional leave elects to take such leave, the employee will be absent on leave) at the same time planning/scheduling is taking the employee shall make application to the Fire Chief (stating the period when 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 his/her opinion, the exigencies 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-twelfth ( $1/12$ ) of their vacation entitlement for that year for each month or portion of a month greater than one-half ( $1/2$ ) 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 Superannuation or on attaining maximum retirement age, adjustment will be made for any over-payment of vacation.
- (c) Employees leaving on Superannuation, 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.

## 17. PUBLIC HOLIDAYS

17.1 All Firefighters, Lieutenants, Captains 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 eleven (11) duty shifts which shall be scheduled separately from their annual vacations: New Year's 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, Lieutenant, Captain 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 per centum (50%) of his/her regular rate of pay (calculated on an hourly basis) for each of the hours worked by him/her 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 his/her first part calendar year of service, and
- b) for retiring employees, during his/her 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 his/her first part calendar year of service and during his/her 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 Division, Training Division and Mechanic shall be entitled to observe the following public holidays without reduction in their regular wages or salary: New Year's 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 him/her 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 Employees who are covered by Clause 17.4 and are on a four (4) day work week schedule, shall be credited with seven (7) hours overtime with respect to each public holiday listed in Clause 17.4 which falls on or is observed on one of their scheduled days off.

## 18. CLOTHING

Schedule "D" outlines the joint agreement of the Parties to the clothing program of the City for all employees covered by this Agreement.

## 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, cold weather coat or raincoat 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 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 his/her residence.

## 22. **INSTRUCTORS' ALLOWANCE**

When an employee is a certified instructor and is required to instruct courses in 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. It is understood that the Department may designate additional training programs to qualify pursuant to this provision.

## 23. **EMPLOYEE BENEFITS**

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

- 23.1 **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.

## 23.2 SICK LEAVE:

- 23.2.1 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.

- 23.2.2 In the same case of sick leave, an employee shall be allowed sick leave with pay for a period of three (3) days without producing a Medical Certificate. Effective 2001 July 09, however, in the event that the Fire Chief is not satisfied that such absence is caused by illness, said Fire Chief may require a Medical Certificate for which the employee shall pay. Effective 2001 July 09, if subsequent requests are made by the Fire Chief in regard to the same absence, the Employer will pay for the subsequent medical certificates.

## 23.2.3 GRATUITY PAY

- (i) 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 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.
- (ii) (a) An employee or his/her 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.
- (b) 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 his/her 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 23.4(ii)(b) 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 his/her employment.

- (c) Subject to the provisions of paragraph (d) of this Clause 23.4(ii), an employee who terminates his/her employment after completing not less than ten (10) years of continuous service, shall be entitled to be paid in cash for all gratuity credits accumulated up to the date of the termination of employment.
- (d) 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:
  - (1) 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 his condition);
  - (2) 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 his/her employment, and if the employee has refused to obtain proper medical attention for his/her condition;
  - (3) Theft or conversion of Municipal property;
  - (4) Wilful damage to Municipal property.

23.2.4 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.

#### 23.2.5 SICK LEAVE REIMBURSEMENT

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. 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. The employee shall not enter into any agreement for payment of legal fees relating to the wage or benefit portion of a claim for damages without the prior written consent of the Director, Human Resources. Where a claim for damages is made to the courts the employee, or his or her 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.

Upon reimbursement by the employee of awarded wage and/or benefit monies, the Employer will credit the employee with the number of sick leave and gratuity days which he/she would otherwise have earned but for the disability giving rise to the referenced action. This provision includes actions or claims made to ICBC.

### 23.3 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 Divisional 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 Divisional Chief or delegate at the start of each working shift for each day of Family Leave taken. If a Divisional 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.

- 23.4 B.C. MEDICAL SERVICES PLAN: M.S.P. coverage after completion of six (6) months' continuous service, with the City paying one hundred percent (100%) of the premium.
- 23.5 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 \$3,000 for employees and their dependents. The City shall pay one hundred percent (100%) of the premiums for the Dental Plan.
- 23.6 EXTENDED HEALTH BENEFITS coverage after completion of six (6) months' continuous service, including hospital co-insurance; and Vision Care to a maximum of four hundred dollars (\$400.00) per person in any twenty-four (24) month period,

(including prescription safety goggles or prescription sunglasses) with the City paying one hundred percent (100%) of the premium.

Effective July 14, 2003 the following benefits will be added to Extended Health Benefits:

\* 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 (\$50.00) dollars per year.

\* An eye examination to be conducted by an Optometrist for member employees only once every second year.

Effective September 15, 2009, the following benefits will be added to Extended Health Benefits:

\* Coverage for corrective eye surgery up to a lifetime maximum of \$750.00

- 23.7 **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 \$1,000.

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

#### 23.8 **SPECIAL PENSION AGREEMENT**

The City shall contribute, after completion of six (6) months' continuous service, two and one-half percent (2½%) of each employee's basic monthly salary, to be an additional contribution pursuant to the Special Agreement provisions of the Pension (Municipal) Act, provided that each such employee has completed six (6) months of service and as a condition of employment shall be required to contribute two percent (2%) (effective 2001 July 09, two and one-half percent (2½%)) of his/her basic monthly salary as an addition to Municipal Superannuation.

#### 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 2-week unpaid waiting period before

EI benefits begin to be paid) and up to thirty-five (35) 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 thirty-seven (37) consecutive weeks of parental leave without pay (Note: this includes the 2-week unpaid waiting period before EI benefits begin to be paid). The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

#### 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 fifty-two (52) consecutive weeks following the commencement of the leave.

#### (b) Notice Requirements and Commencement of Leave

- 1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- 2) An employee shall provide written notice, 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.)
- 3) 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.

- 4) 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.
- 5) 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

1. An employee on maternity leave or parental leave shall not be entitled to use sick leave during the period of leave.
2. Notwithstanding paragraph (d)(1), 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)(3) 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

1. MSP, 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.
2. 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:

1. 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.
  2. Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SUB Plan payments.
  3. 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.
  4. 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.
  5. The Plan meets the requirements of Section 38 of the EI Regulations, specifically that, when combined with a 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.
  6. Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an employee is receiving benefits. Under the 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 Division 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. SUPERANNUATION 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. Effective January 1, 2003 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 For employees hired prior to January 1, 2003 and subject to the Municipal Pension Plan Rules as amended from time to time, the City agrees to participate as to one-half the cost determined by the Commissioner of Municipal Superannuation to extend the pensionable service of an employee covered by this Agreement up to a maximum of six months. It is understood that this extension shall represent that period of time served by the employee in a probationary capacity as an employee of the Richmond Fire Department and which has not heretofore been considered as pensionable service. This benefit shall be subject to the following conditions:
- a) Only an employee with a vested interest in the Municipal Pension Plan Rules, made under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the Public Sector Pension Plan Act and who has reached the minimum age of retirement as defined in the aforementioned pension plan shall be eligible, and
  - b) An employee who wishes to take advantage of this benefit shall give at least six (6) months' notice in writing in advance of the date at which the employee wishes to retire and makes such arrangements as may be necessary as regards his/her own contribution.
- 25.3 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 his 60th birthday.
- 25.4 Each employee eligible for Superannuation shall, prior to the effective date of his/her Superannuation, 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.
- 25.5 Effective 2001 July 09, 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 so 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, Superannuation, Union Dues, Canada Savings Bonds, etc.) to determine total deductions that would normally occur if the employee had worked his/her 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 his/her pay had he/she 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 \$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. **UNEMPLOYMENT INSURANCE**

All employees shall be covered by the provisions of the Unemployment 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 Unemployment Insurance Act.

Any savings to the City as a result of the Disability Income Benefits of the Unemployment Insurance Act shall be passed onto the employee in the form of some other benefits as may be determined by the Joint 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.

## 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 seven (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**

Effective 2001 July 09, 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 his/her 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 10 day of FEBRUARY 2010.

and signed by:

For the City of Richmond

Sealed with the Seal of the RICHMOND  
FIREFIGHTERS' ASSOCIATION, LOCAL  
1286

and signed by:

For Richmond Firefighters' Association  
Local 1286

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the 10 day of FEBRUARY 2010.

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Local 1286

## WAGES - SCHEDULE "A"

CITY OF RICHMOND

AND

RICHMOND FIREFIGHTERS' ASSOCIATION, LOCAL 1286

### A. WAGES

The attached schedule has been calculated for the three year term of the Collective Agreement. Rates for 2007 to 2009 are based on the following percentage adjustments:

January 1, 2007	2.0 %
June 30, 2007	1.5%
January 26, 2008	2.5 %
October 4, 2008	2.5 %
January 24, 2009	2.5%
October 1, 2009	2.5%

### B. RATE SCHEDULES: 2007-2009

#### NOTES TO AID IN SCHEDULE INTERPRETATION

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

Firefighter and Assistant 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 Lieutenant, they shall be paid at the appropriate rate for the higher rank.

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

**Schedule "A"**  
**City of Richmond Firefighters**  
**January 1, 2007 – December 31, 2010**

Class Title	Rank Index	Weekly Hours		Jan. 1/07 2.0%	Jun. 30/07 1.5%	Jan. 26/08 2.5%	Oct. 4/08 2.5%	Jan. 24/09 2.5%	Oct. 1/09 2.5%
*Captain (Job Code 176)	122%	42	Monthly	7077	7182	7361	7546	7735	7928
			Biweekly	3255.17	3303.46	3385.79	3470.89	3557.82	3646.59
			Hourly	38.752	39.3269	40.307	41.3201	42.355	43.4118
*Company Officer I (Lieutenant) (Job Code 715)	117%	42	Monthly	6787	6888	7060	7236	7418	7603
			Biweekly	3121.78	3168.23	3247.35	3328.3	3412.01	3497.11
			Hourly	37.164	37.717	38.6589	39.6226	40.6192	41.6323
Firefighter (Job Code 175) 1st 6 months	70%	42	Monthly	3981	4040	4141	4245	4351	4460
			Biweekly	1831.12	1858.25	1904.71	1952.55	2001.3	2051.44
			Hourly	21.799	22.122	22.6751	23.2446	23.825	24.4219
Firefighter 2nd 6 months	75%	42	Monthly	4265	4329	4437	4548	4662	4778
			Biweekly	1961.75	1991.18	2040.86	2091.92	2144.35	2197.71
			Hourly	23.3542	23.7045	24.296	24.9038	25.528	26.1632
Firefighter 2nd year	80%	42	Monthly	4550	4618	4733	4851	4973	5097
			Biweekly	2092.84	2124.11	2177.01	2231.29	2287.4	2344.44
			Hourly	24.9148	25.287	25.9168	26.563	27.231	27.91
Firefighter 3rd year	90%	42	Monthly	5118	5195	5324	5458	5594	5734
			Biweekly	2354.1	2389.51	2448.85	2510.48	2573.04	2637.43
			Hourly	28.025	28.4465	29.153	29.8867	30.6314	31.398
Firefighter 4th year	100%	42	Monthly	5687	5772	5916	6064	6216	6371
			Biweekly	2615.82	2654.91	2721.15	2789.22	2859.14	2930.43
			Hourly	31.1407	31.6061	32.3946	33.205	34.0374	34.8861
Firefighter 10th year	102%	42	Monthly	5801	5887	6034	6185	6340	6498
			Biweekly	2668.25	2707.81	2775.42	2844.88	2916.17	2988.85
			Hourly	31.7649	32.2358	33.0407	33.8676	34.7163	35.5815
Assistant Mechanic (Job Code 182)	102%	40	Monthly	5801	5887	6034	6185	6340	6498
			Biweekly	2668.25	2707.81	2775.42	2844.88	2916.17	2988.85
			Hourly	33.3531	33.8476	34.6928	35.561	36.4521	37.3606
*Company Officer I (Mechanic) (Job Code 824)	117%	40	Monthly	6787	6888	7060	7236	7418	7603
			Biweekly	3121.78	3168.23	3247.35	3328.3	3412.01	3497.11
			Hourly	39.0223	39.6029	40.5919	41.6038	42.6501	43.7139

**Schedule "A"**  
**City of Richmond Firefighters**  
**January 1, 2007 – December 31, 2010**

Class Title	Rank Index	Weekly Hours		Jan. 1/07 2.0%	Jun. 30/07 1.5%	Jan. 26/08 2.5%	Oct. 4/08 2.5%	Jan. 24/09 2.5%	Oct. 1/09 2.5%
*Mechanic (Job Code 190)	117%	40	Monthly	6787	6888	7060	7236	7418	7603
			Biweekly	3121.78	3168.23	3247.35	3328.3	3412.01	3497.11
			Hourly	39.0223	39.6029	40.5919	41.6038	42.6501	43.7139
*Mechanic	122%	40	Monthly	7077	7182	7361	7546	7735	7928
			Biweekly	3255.17	3303.46	3385.79	3470.89	3557.82	3646.59
			Hourly	40.6896	41.2933	42.3224	43.3861	44.4728	45.5824
*Chief Training Officer (Job Code 180)	142%	35	Monthly	8237	8360	8568	8783	9003	9227
			Biweekly	3788.72	3845.3	3940.97	4039.86	4141.06	4244.09
			Hourly	54.1246	54.9329	56.2996	57.7123	59.158	60.6299
*Assistant Training Officer (Job Code 181)	122%	35	Monthly	7077	7182	7361	7546	7735	7928
			Biweekly	3255.17	3303.46	3385.79	3470.89	3557.82	3646.59
			Hourly	46.5024	47.1923	48.3684	49.5841	50.826	52.0941
*Battalion Chief (Job Code 177)	137%	42	Monthly	7947	8065	8267	8473	8686	8902
			Biweekly	3655.33	3709.61	3802.52	3897.27	3995.25	4094.6
			Hourly	43.5158	44.162	45.2681	46.3961	47.5625	48.7452
*Battalion Chief	140%	42	Monthly	8133	8254	8460	8671	8889	9110
			Biweekly	3740.89	3796.54	3891.3	3988.35	4088.62	4190.27
			Hourly	44.5344	45.1969	46.325	47.4804	48.674	49.8842
*Battalion Chief	142%	42	Monthly	8237	8360	8568	8783	9003	9227
			Biweekly	3788.72	3845.3	3940.97	4039.86	4141.06	4244.09
			Hourly	45.1038	45.7774	46.9163	48.0936	49.2983	50.5249
*Captain - Fire Investigator/Special Hazards (Job Code 200)	122%	35	Monthly	7077	7182	7361	7546	7735	7928
			Biweekly	3255.17	3303.46	3385.79	3470.89	3557.82	3646.59
			Hourly	46.5024	47.1923	48.3684	49.5841	50.826	52.0941
*Captain - Fire Protective Services (Job Code 201)	122%	35	Monthly	7077	7182	7361	7546	7735	7928
			Biweekly	3255.17	3303.46	3385.79	3470.89	3557.82	3646.59
			Hourly	46.5024	47.1923	48.3684	49.5841	50.826	52.0941
*Chief Fire Prevention Officer (Job Code 583)	142%	35	Monthly	8237	8360	8568	8783	9003	9227
			Biweekly	3788.72	3845.3	3940.97	4039.86	4141.06	4244.09
			Hourly	54.1246	54.9329	56.2996	57.7123	59.158	60.6299
*Assistant Fire Prevention Officer (Job Code 582)	122%	35	Monthly	7077	7182	7361	7546	7735	7928
			Biweekly	3255.17	3303.46	3385.79	3470.89	3557.82	3646.59
			Hourly	46.5024	47.1923	48.3684	49.5841	50.826	52.0941

**Schedule "A"**  
**City of Richmond Firefighters**  
**January 1, 2007 – December 31, 2010**

<b>Class Title</b>		<b>Rank Index</b>	<b>Weekly Hours</b>		<b>Jan. 1/07 2.0%</b>	<b>Jun. 30/07 1.5%</b>	<b>Jan. 26/08 2.5%</b>	<b>Oct. 4/08 2.5%</b>	<b>Jan. 24/09 2.5%</b>	<b>Oct. 1/09 2.5%</b>
Fire Inspector (Job Code 202)	1st 6 months	70%	35	<i>Monthly</i>	3981	4040	4141	4245	4351	4460
				<i>Biweekly</i>	1831.12	1858.25	1904.71	1952.55	2001.3	2051.44
				<i>Hourly</i>	26.1589	26.5464	27.2101	27.8936	28.59	29.3063
Fire Inspector	2nd 6 months	75%	35	<i>Monthly</i>	4265	4329	4437	4548	4662	4778
				<i>Biweekly</i>	1961.75	1991.18	2040.86	2091.92	2144.35	2197.71
				<i>Hourly</i>	28.025	28.4454	29.1551	29.8846	30.6336	31.3959
Fire Inspector	2nd year	80%	35	<i>Monthly</i>	4550	4618	4733	4851	4973	5097
				<i>Biweekly</i>	2092.84	2124.11	2177.01	2231.29	2287.4	2344.44
				<i>Hourly</i>	29.8977	30.3444	31.1001	31.8756	32.6771	33.492
Fire Inspector	3rd year	90%	35	<i>Monthly</i>	5118	5195	5324	5458	5594	5734
				<i>Biweekly</i>	2354.1	2389.51	2448.85	2510.48	2573.04	2637.43
				<i>Hourly</i>	33.63	34.1359	34.9836	35.864	36.7577	37.6776
Fire Inspector	4th year	100%	35	<i>Monthly</i>	5687	5772	5916	6064	6216	6371
				<i>Biweekly</i>	2615.82	2654.91	2721.15	2789.22	2859.14	2930.43
				<i>Hourly</i>	37.3689	37.9273	38.8736	39.846	40.8449	41.8633
Fire Inspector	10th year	102%	35	<i>Monthly</i>	5801	5887	6034	6185	6340	6498
				<i>Biweekly</i>	2668.25	2707.81	2775.42	2844.88	2916.17	2988.85
				<i>Hourly</i>	38.1179	38.683	39.6489	40.6411	41.6596	42.6979
*Fire Prevention Officer (Job Code 724)	10th year Step 1	112%	35	<i>Monthly</i>	6497	6593	6758	6927	7101	7278
				<i>Biweekly</i>	2988.39	3032.54	3108.44	3186.17	3266.2	3347.62
				<i>Hourly</i>	42.6913	43.322	44.4063	45.5167	46.66	47.8231
*Fire Prevention Officer	10th year Step 2	117%	35	<i>Monthly</i>	6787	6888	7060	7236	7418	7603
				<i>Biweekly</i>	3121.78	3168.23	3247.35	3328.3	3412.01	3497.11
				<i>Hourly</i>	44.5969	45.2604	46.3907	47.5471	48.743	49.9587
*Community Relations Officer (CRO) (Job Code 219)		122%	35	<i>Monthly</i>	7077	7182	7361	7546	7735	7928
				<i>Biweekly</i>	3255.17	3303.46	3385.79	3470.89	3557.82	3646.59
				<i>Hourly</i>	46.5024	47.1923	48.3684	49.5841	50.826	52.0941
*Electrical Safety Inspector-FP (Job Code 748)		122%	35	<i>Monthly</i>	7077	7182	7361	7546	7735	7928
				<i>Biweekly</i>	3255.17	3303.46	3385.79	3470.89	3557.82	3646.59
				<i>Hourly</i>	46.5024	47.1923	48.3684	49.5841	50.826	52.0941

**Schedule "A"**  
**City of Richmond Firefighters**  
**January 1, 2007 – December 31, 2010**

Class Title		Rank Index	Weekly Hours		Jan. 1/07 2.0%	Jun. 30/07 1.5%	Jan. 26/08 2.5%	Oct. 4/08 2.5%	Jan. 24/09 2.5%	Oct. 1/09 2.5%
Fire and Life Safety Educator (Job Code 818)	1st 6 months	70%	35	Monthly	3981	4040	4141	4245	4351	4460
				Biweekly	1831.12	1858.25	1904.71	1952.55	2001.3	2051.44
				Hourly	26.1589	26.5464	27.2101	27.8936	28.59	29.3063
Fire and Life Safety Educator	2nd 6 months	75%	35	Monthly	4265	4329	4437	4548	4662	4778
				Biweekly	1961.75	1991.18	2040.86	2091.92	2144.35	2197.71
				Hourly	28.025	28.4454	29.1551	29.8846	30.6336	31.3959
Fire and Life Safety Educator	2nd year	80%	35	Monthly	4550	4618	4733	4851	4973	5097
				Biweekly	2092.84	2124.11	2177.01	2231.29	2287.4	2344.44
Fire and Life Safety Educator	3rd year	90%	35	Monthly	5118	5195	5324	5458	5594	5734
				Biweekly	2354.1	2389.51	2448.85	2510.48	2573.04	2637.43
				Hourly	33.63	34.1359	34.9836	35.864	36.7577	37.6776
Fire and Life Safety Educator	4th year	100%	35	Monthly	5687	5772	5916	6064	6216	6371
				Biweekly	2615.82	2654.91	2721.15	2789.22	2859.14	2930.43
				Hourly	37.3689	37.9273	38.8736	39.846	40.8449	41.8633
Fire and Life Safety Educator	10th year	102%	35	Monthly	5801	5887	6034	6185	6340	6498
				Biweekly	2668.25	2707.81	2775.42	2844.88	2916.17	2988.85
				Hourly	38.1179	38.683	39.6489	40.6411	41.6596	42.6979

**Rate Calculation:**  $\frac{\text{Monthly Rate} \times 12}{26.089} = \text{Biweekly Rate (Rounded to 2 decimals)}$

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

**SCHEDULE "B"****42 HOUR WEEK 2 PLATOON**

Week	Platoon	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
1	Day	A	A	B	B	C	C	D
	Night	D	D	A	A	B	B	C
<hr/>								
2	Day	D	A	A	B	B	C	C
	Night	C	D	D	A	A	B	B
<hr/>								
3	Day	D	D	A	A	B	B	C
	Night	C	C	D	D	A	A	B
<hr/>								
4	Day	C	D	D	A	A	B	B
	Night	B	C	C	D	D	A	A
<hr/>								
5	Day	C	C	D	D	A	A	B
	Night	B	B	C	C	D	D	A
<hr/>								
6	Day	B	C	C	D	D	A	A
	Night	A	B	B	C	C	D	D
<hr/>								
7	Day	B	B	C	C	D	D	A
	Night	A	A	B	B	C	C	D
<hr/>								
8	Day	A	B	B	C	C	D	D
	Night	D	A	A	B	B	C	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 his/her supervisor and was carrying these out in the manner required by the City and his/her actions arose out of and in the course of his/her 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

\$ 40.00 per hour, up to a maximum of 3 hours for preparation.

\$100.00 per day for trial, hearing, or appeal.

\$ 60.00 per ½ day for trial, hearing or appeal.

\$ 40.00 per appearance upon taking of a plea or upon adjournment.

B. SUPREME AND APPEAL COURTS

\$ 50.00 per hour, up to a maximum of 5 hours for preparation.

\$200.00 per day for trial or appeal.

\$120.00 per ½ day for trial or appeal.

\$ 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 "Richmond Officers' and Employees' Indemnification Against Actions By-Law No. 3153 (1975).

**SCHEDULE "D"**18. Clothing

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

18.2 New recruits will be issued the following prior to being assigned to shift work:

- 2 pair pants
- 4 shirts
- 1 pair boots (a second pair will be issued at 6 months)
- 1 cap c/w badge
- 1 – ¾ length work jacket
- 1 belt
- 4 T-shirts
- 1 tie
- 2 sweat shirts
- 2 sweat pants
- 2 pair shorts
- 1 gym bag
- 6 pair black socks

18.3 Upon completion of 1 year probationary period employees shall be issued:

- 2 pair pants
- 2 shirts
- 4 LS T-shirts
- 1 light work jacket
- 1 vest
- 1 baseball cap
- 1 v-neck sweater
- 1 dress uniform c/w
  - double breasted tunic
  - 1 pair dress trousers
  - 1 pair parade shoes
  - 1 tie
  - 1 pair socks
  - 1 dress shirt (light blue)

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

- 18.5 The proposed uniform system will be changed to an “As Needed – Stores” system starting in June 2004. To assist in the transition, the distribution of pants and shirts will start as soon as possible in 2003. The overall distribution will be as follows:

2003 – 2shirts (ss) +2 pants  
 2004 2shirts (ss) +2 pants (start of new uniform SOG)  
 2005 2shirts  
 2006 and thereafter on an as needed basis from stores.

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

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

Effective June 2004 the Employer will set up a “stores” which will carry an inventory sufficient to supply on an ongoing basis the needs of the department members. The inventory shall not be less than 10% of the 2003 uniform experience for non-tailored items. The distribution will be from a place (yet to be determined) which will allow access 9am-4pm weekdays (excluding holidays).

Uniform replacement will be on an as needed basis defined as “replacement of worn or damaged uniform sufficient to maintain the standard issue.”

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

1. The employer will arrange for measuring once per year per shift. (date and time to be agreed to by management and union)
2. Any member missing his/her measuring times will be required to go to the tailor for individual measuring.
3. Members shall be entitled to a Retirement Blazer and slacks during their year of retirement on superannuation only.
4. 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).

## 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 negotiation. 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. Acting Rank (27 September 1984)
2. Fire Hall Renovation (14 March 1990)
3. Corporate Secondment Program (25 April 2000)
4. Staffing of Apparatus (25 April 2000)
5. Process for Promotions in Suppression Positions for Captains and Process for Selection in the Officer Pool (5 October 2001)
6. Promotional Language (February 9, 2009)
7. Educational Language (February 9, 2009)
8. 2.33% Pension (February 9, 2009)
9. 2010 Olympic and Paralympic Winter Games (February 9, 2009)
10. Colonoscopy (February 9, 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, 2007 to December 31, 2009 . Termination of this letter may be initiated by either Party providing written notice no less than 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.”

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Letter of Agreement #1

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**Re: Acting Rank (27 September 1984)**

The following confirms the arrangement with respect to **ACTING RANK**.

1. Vacancies created by annual vacation, statutory holidays and long service leave will be covered by elevating the senior eligible members within each shift.
2. The policy of one step elevation, i.e. Firefighter to Captain, Captain to District Chief be re-implemented with the understanding that the parties may mutually agree to change the policy whenever unforeseen circumstances arise.
3. Promote the four most senior Lieutenants to positions of Captain.
4. In the case of known long term absences such as sickness and workers' compensation, that will be for a duration of two months or longer, the most senior eligible member(s) will be transferred to cover the Acting rank.

This policy may be reviewed any time problems arise, but in any event a review of the experience will be made after twelve months.

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Letter of Agreement #2

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**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.

With regard to the current work on No. 3 Fire Hall, CUPE Local 394 members will finish the project, commencing no later than March 19, 1990. In this instance, "finishing" is defined as electrical, heating, concrete, gyproc and painting. Firefighters will complete an remaining tasks which are assigned to Corporation employees.

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Letter of Agreement #3

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**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 Firehall 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 his/her 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.

This agreement shall continue to be in effect from year to year, provided that either party may, in writing, give six (6) months notice of intent to rescind the agreement.

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Letter of Agreement #4

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**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 captain and three firefighters.
- Rescue trucks shall have one lieutenant and one firefighter.

- Additional Company Officers will be maintained to cover annual vacation time and statutory holidays.

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Letter of Agreement #5

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**Re: Process for Promotions in Suppression Positions for Lieutenant and Captains and  
Process for Selection into the Officer Pool (5 October 2001)**

1. The Employer and Association agree to waive the requirements for the posting of vacant positions for 14 days as per Clause 8 of the collective agreement for promotions to Lieutenant and Captain in the Suppression Division for the period of one year:
2. Management will maintain a list of qualified employees for:
  - a. Lieutenants for promotion to Captain
  - b. Officer Pool members for promotion to Lieutenant
3. It is understood that either party may request cancellation of the agreement in writing with 30 days notice.

Any consensus recommendations for change will be brought back to the main bargaining table for final discussion with the recommendations for change identifying the issues to be resolved, associated costs and benefits, and suggested implementation timetable. Issues which cannot be resolved by consensus recommendation should be identified with a summary of discussions held, information gathered, differing interests, costs and benefits from each parties perspective. In cases of disagreement, the main bargaining table may be able to assist in resolution.

Both parties understand this prospect of organizational change is not an imperative for immediate implementation. Change of such magnitude may have to be phased in over time to better enable communication, budgeting, or negotiation processes to take place in readiness for implementation. For this reason, no firm dates of completion have been mandated for implementation.

This Letter of Agreement will be in effect for the following term: January 01, 2003 to December 31, 2005 . Termination of this letter may be initiated by either Party providing written notice no less than 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.

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Letter of Agreement #6

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**Re: Promotional Language (February 9, 2009)**

**Fire Prevention**

The Employer and Union agree to the following:

1. 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:
  - a. 1 year at 112% rate.
  - b. Educational requirements as outlined in the Education LOU, dated February 9, 2009.
  - c. Satisfactory performance evaluation.
2. Acting time in the Fire Prevention Office will be limited to one step elevation i.e. Fire Prevention Officer (117%) to Captain and Captain to Chief Fire Prevention Officer.
3. The current agreement for "call out" to investigate fires will be negotiated and formally recognized.

**Fire Prevention Acting Captain Requirements:**

Acting time may only be assigned to members who have achieved the Fire Prevention Officer (117%) increment and successfully completed the courses as outlined in the Education LOU dated February 9, 2009.

**Community Relations Officer Position:**

1. The Community Relations Officer position shall be placed in the Fire Prevention Office upon the retirement of the incumbent.
2. The existing agreement regarding the promotional requirements for the Community Relations Officer shall be used to replace the incumbent.
3. One the incumbent has been replaced and is working in the Fire Prevention Office the seniority portion of the existing agreement shall be amended to read divisional seniority.

**Fire Suppression:**

1. It is understood that current officers and pool officers who were afforded the Richmond Fire Rescue pool course (effective October 7, 2004) will not be subject to the educational requirements outlined in the Education LOU. Current officers and pool officers including and senior to Todd Falconer may avail themselves of the educational requirements on duty providing prior approval has been attained.
2. It is understood that the Officer Pool membership shall not exceed the number of Company Officers (i.e. effective September 1, 2004 there are forty-eight (48) company Officers in fire suppression).

**Promotion From Officer Pool:**

1. Pool Officer members must complete Fire Officer 1 at an institution recognized by the Employer and in accordance with Clause 6.1 of the Collective Agreement, prior to being eligible to act in a higher capacity.
2. Company Officer 1 (Lieutenant) confirmed – to 117%: Promotion from the Officer Pool: Promotions take place when a vacancy occurs as per the Collective Agreement. Probationary period is six (6) months.
3. Company Officer 2 (Captain) confirmed – to 122%: Members must complete Fire Officer II at an institution recognized by the Employer, complete one year as Company Officer 1 (Lieutenant) and receive a successful performance evaluation prior to receiving this rate.
4. Acting Company Officer: Members of the Officers Pool required to assume acting positions shall receive Company Officer 1 (Lieutenant) rate (117%) for actual hours spent in the higher capacity.

**Training:****Assistant Training Officer – Selection Criteria**

1. Eligibility to apply for the Assistant Training Officer position is confirmed Officer in the Richmond Fire Rescue Department or those members who are in the Officer Pool. Please see clause 6.3 in the Collective Agreement.
2. In the event any officer vacancies are created as a result of members accepting ATO positions, the officer vacancy shall be temporarily backfilled. Once the incumbent in the ATO position reverts to their previous division 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.

## Promotional Requirements for Chief Officers

a. **Battalion Chief:**

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 educational requirements in the Education LOU and who have a minimum of 15 years of service will be eligible for the position.

b. **Chief Training Officer:**

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 educational requirements in the Education LOU and who have a minimum of 15 years service will be eligible for the position.

c. **Chief Prevention Officer:**

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 educational requirements in the Education LOU 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 the definition of confirmed officer is deemed to be the effective date of promotion to Company Officer 1 (Lieutenant).

### References:

All of the following LOU's will be eliminated (or no longer in effect) upon the signing of this document:

- Assistant Training Officer Positions dated February 23, 2001
- Assistant Training Officer Positions and Promotional Requirements for Chief Officers dated October 31, 2001
- Educational Requirement for Captain Positions in Fire Prevention dated October 31, 2001
- Selection Rights for Assistant Training Officer dated October 7, 2004
- Fire Prevention Office Re-Organization dated June 11, 2005

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Letter of Agreement #7

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**Re: Education Language (February 9, 2009)**

The Employer and the Union agree to the following:

1. 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.
2. 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.
3. In the event space or funding for the required courses is limited, the department will afford the course(s) to the most senior applicants first.

**Fire Prevention**

**Application Requirements:** A person must have successfully completed the courses outlined below to be eligible to apply for a vacant Fire Prevention Officer position. The senior qualified applicant shall be promoted into the vacant position.

- a. BC Fire Code – BCIT COURSE MSYS-1075 (18 hours) or equivalent
- b. Sprinkler and Standpipe System inspection & testing – BCIT COURSE MSYS-2080 or equivalent
- c. Fire and Life Safety Educator Level 1 (1-day)
- d. Local Assistant to the Fire Commissioner course (2-days +/-)

**Fire Prevention Officer:** A person entering the Fire Prevention Division will receive the initial Fire Prevention Officer rate of pay (112%) for a period of one year; during that one year the following courses are required to be successfully completed prior to a person moving to the full Fire Prevention Officer rate of pay (117%). (See Promotional LOU dated February 9, 2009). Required qualifications include:

- e. Justice Institute of British Columbia
- f. NFPA Inspector Level 1

- g. Fire Service Instructor I
- h. Fire and Life Safety Educator Level 2
- i. Fire Investigator Level 1 (introduction)
- j. Fire investigator Level 2 – JIBC/FPOABC

If a person is unable to complete these courses through the direct result of a management decision or a course not being scheduled; the department will increase their rate of pay (after one year) to the full rate of pay (117%). A person would still 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.

**Fire Prevention Acting Captain Requirements:** 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. Captain-Fire Protection Services
  - i. BC Building Code Part 3 BCIT BLDG 1830
  - ii. Special Fire Suppression Systems BCIT MSYS 2088
- b. Captain-Fire Investigation/ Special Hazards
  - i. BC Building Code Part 3 BCIT BLDG 1830
  - ii. Fire Investigator Level 2

If a person is unable to complete these courses through the direct result of a management decision or a course not being scheduled; the department will increase their rate of pay (after one year) to the full acting rate of pay (122%). A person would still be required to complete the course as soon as possible after it becomes available.

### **Captain Positions in Fire Prevention**

- a. Captain – Inspector Fire Protective Services:
  - Fire Inspector Level II – JIBC
  - Fire Investigator Level II – JIBC or Fire Commissioners Office
  - Fire Services Instructor Level I – JIBC
  - BC Building Code Part III – BCIT
  - Sprinkler Design Level I – BCIT
  - Special Fire Suppression Systems – BCIT
  - Plan's Examiner – JIBC

*Preferred Educational Requirements include: Fire Inspector Level III, Fire Investigator Level III & Fire Services Instructor Level II – JIBC*

b. Captain – Fire Investigator/Special Hazards

- Fire Inspector Level II – JIBC
- Fire Investigator Level III – JIBC or Fire Commissioners Office
- Fire Services Instructor Level I – JIBC
- BC Building Code Part III – BCIT
- Plan's Examiner – JIBC

*Preferred Educational Requirements: Fire Inspector Level III & Fire Services Instructor Level II – JIBC*

c. Community Relations Officer:

- Fire Services Instructor Level II – JIBC
- Fire and Life Safety Educator Level III – JIBC
- Fundamentals of Public Relations – Community College
- City of Richmond – Report Writing
- City of Richmond – Presentation Skills

*Preferred Educational Requirements; Fire Inspector Level I or Fire Officer Level I -JIBC*

It is understood that the incumbents must meet the educational requirements to be eligible for above-mentioned positions, and where educational requirements are met seniority is the determining factor as per Clause 6.1 of the Collective Agreement. The definition of seniority for the positions identified in sub-paragraphs 1(a) and (b) will be that of Divisional Seniority in Fire Prevention. In the case of sub-paragraph 1 (c) seniority is defined as Departmental Seniority for all of Richmond Fire-Rescue positions, until language in the promotional LOU has been complied with.

In the event that applications for courses exceeds the City's training budget, priority shall be determined on the basis of seniority. This does not preclude staff for taking courses through alternate means, i.e. individual development training.

## of Officer Positions

Education requirements for the unionized Chief Officer positions and promotional requirements for the Battalion Chief, Chief Training Officer and Chief Fire Prevention Officer are as follows:

a. **Battalion Chief:**

- Fire Officer Level 1 and 2 and Fire Services Instructor 2 from the Justice Institute of BC
- Selected Management courses from the BCIT Business Administration Certificate: i.e. Introduction to Business, Principles of Management, Organizational Behaviour, Interpersonal Skills, Labour Relations 1
- or equivalent/alternative programs or courses as determined by the employer.

It is also desirable that candidates have attended programs to keep their fire suppression, command knowledge and skills up to date and to have Fire Officer Level 3 from the Justice Institute of BC.

b. **Chief Training Officer:**

- Fire Officer Level 1 and 2, and Fire Service Instructor 2 from the Justice Institute of BC,
- Selected Management courses from the BCIT Business Administration Certificate i.e. Introduction to Business, Management, Organizational Behaviour, Interpersonal Skills, Labour Relations 1
- or equivalent/alternative programs or courses as determined by the employer.

It is also desirable that candidates have attended programs to advance their knowledge, skills and abilities and to have Fire Officer Level 3 from the Justice Institute of BC.

c. **Chief Prevention Officer:**

- Fire Services Instructor 2 from the Justice Institute of BC
- Selected Fire Inspector Level III
- BC Building Code Part III – BCIT
- Plans Examiner – JIBC
- BCIT Business Administration Certificate i.e. Introduction to Business Law – Management, Labour Management 1, Organizational Behaviour
- Or equivalent/alternate programs or courses as determined by the Employer.

It is also important that candidates have kept up to date with fire prevention techniques, community development and information distribution methods and to have Fire Officer Level 3 from the Justice Institute of BC.

In the event that applications for courses exceeds the City's training budget, priority shall be determined on the basis of seniority.

**References:**

All of the following LOU's will be eliminated (or no longer in effect) upon the signing of this document:

- Assistant Training Officer Positions dated February 23, 2001
- Assistant Training Officer Positions and Promotional Requirements for Chief Officers dated October 31, 2001
- Educational Requirement for Captain Positions in Fire Prevention dated October 31, 2001
- Selection Rights for Assistant Training Officer dated October 7, 2004
- Fire Prevention Office Re-Organization dated June 11, 2005

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Letter of Agreement #8

**Re: 2.33% Pension (February 9, 2009)**

Upon approval and definition of the BC Municipal Pension Plan (MPP) amendments to permit an increase in the basic pension plan accrual rate to 2.33% (from current 2%) as approved by the Income Tax Act and the Canada Revenue Agency, the Parties will immediately meet to ensure full joint knowledge of the decisions and facts surrounding the MPP amendments for eligibility, costing, administration and future maintenance of the 2.33% plan. The objective of such discussions will be to seek joint agreement to allow for implementation of this 2.33% alternative to the Supplementary Superannuation (SA) Plan.

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Letter of Agreement #9

**Re: 2010 Olympic and Paralympics Winter Games (February 9, 2009)**

The Union and the Employer agree that when the Fire Service requirements are clearly identified, the parties will meet to discuss the requirements and opportunities in the spirit of assisting in the success of the Games and will complete the details of the Letter of Agreement.

## 1. Dispute Resolution

- a. In the event of a dispute concerning any matter addressed in this LOU, or in the event of any dispute related to the "Games", either party shall put the issue, in writing to, in the case of the Union having a dispute, the General Manager of Corporate Services, or in the case of the Employer having a dispute, the President of the Union.
- b. The parties will meet immediately upon receipt of the matter in dispute.
- c. In the event the matter is not resolved within twenty-four (24) hours of the meeting in (a) above, the dispute shall be referred to Mr. Vince Ready (or an alternate as agreed by the parties) as single mediator/arbitrator with a view to having a hearing and verbal decision rendered within the next 24-hour period
- d. In Mr. Ready refuses the appointment, is not available, and/or the parties are not able to agree on an alternate mediator/arbitrator, the Labour Relations Board of BC shall be requested to appoint a Settlement Officer. The Settlement Officer shall enjoy all the rights and authority of an arbitrator appointed pursuant to the collective agreement.
- e. The mediator/arbitrator will be requested to meet as soon as possible to resolve the dispute. The parties agree to make themselves available on weekends and after normal working hours.
- f. The mediator/arbitrator will conduct a hearing and make inquiries into the details of the dispute, and will attempt to obtain a consensus to resolve the matter by way of Consent Order. Failing a consensus, the mediator/arbitrator will make a final and binding decision.
- g. The mediator/arbitrator will give a verbal decision upon conclusion of the hearing, with a written decision to follow within ten (10) days.
- h. The mediator/arbitrator will give weight and consideration to the intent of the parties to minimize any disruptions experienced by employees in respect of scheduling, hours of work, working conditions and collective agreement provisions.
- i. The mediator/arbitrator will determine the conduct of the hearing. The parties intend a short, informal hearing without case law citations or extensive evidentiary matters.
- j. The parties will share equally the fees and expenses of the mediator/arbitrator.

- k. All decisions of the mediator/arbitrator arising from this LOU are without prejudice to both the Employer and the Union in any and all future matters not related to this LOU and the "Games". They will not be referred to in any proceeding or matter not arising from this LOU.

## 2. Term of Letter of Understanding

This Letter of Understanding is attached to and forms part of the collective agreement effective January 1, 2007. It shall continue in full force and effect until the "Exclusive Use Period" has concluded, or until all disputes arising under this LOU are resolved, whichever is later.

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### Letter of Agreement #10

#### **Re: Colonoscopy (February 9, 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 the 2007 - 2009 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 his or her 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 he or she has paid in full the invoice of the service provider for the procedure.
3. This Letter of Agreement will be limited to the duration of the 2007 – 2009 Collective Agreement and will expire effective December 31, 2009.