

2014

MEMORANDUM OF AGREEMENT

between the

CITY OF RICHMOND
(hereinafter called the "City")

and the

RICHMOND FIREFIGHTERS' ASSOCIATION, LOCAL 1286 OF THE IAFF
(hereinafter called the "Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CITY OF RICHMOND (hereinafter the "City") AGREE TO RECOMMEND TO RICHMOND CITY COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE RICHMOND FIREFIGHTERS' ASSOCIATION, LOCAL 1286 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (hereinafter the "Union") AGREE TO RECOMMEND TO THEIR UNION MEMBERSHIP;

THAT THE COLLECTIVE AGREEMENT COMMENCING 2014 JANUARY 01 AND EXPIRING 2019 DECEMBER 31 (hereinafter the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms and conditions of the Collective Agreement commencing 2010 January 01 and expiring 2013 December 31 (hereinafter the "2010-2013 Collective Agreement") shall apply except as specifically varied below.

2. **Article 2 – Term of Agreement**

The City and the Union agree that the term of the new Collective Agreement shall be for six (6) years, commencing 2014 January 01 and expiring 2019 December 31.

It is further agreed that Subsections 50(2) and 50(3) of the Labour Relations Code shall be specifically excluded from and shall not be applicable to the new Collective Agreement.

3. **Clause 4 – Remuneration and Schedule "A"**

The City and the Union agree that the new Collective Agreement shall reflect wage adjustments as follows:

- (a) Effective 2014 January 01, the monthly 4th Year Firefighter rate in effect on 2013 December 31 (that is, \$7,105) shall be increased by two and one-half percent (2.50%) and

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be rounded to the nearest whole dollar (that is, to \$7,283). All other existing rank indices shall be maintained.

- (b) Effective 2015 January 01, the monthly 4th Year Firefighter rate in effect on 2014 December 31 (that is, \$7,283) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$7,465). All other existing rank indices shall be maintained.
- (c) Effective 2016 January 01, the monthly 4th Year Firefighter rate in effect on 2015 December 31 (that is, \$7,465) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$7,652). All other existing rank indices shall be maintained.
- (d) Effective 2017 January 01, the monthly 4th Year Firefighter rate in effect on 2016 December 31 (that is, \$7,652) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$7,843). All other existing rank indices shall be maintained.
- (e) Effective 2018 January 01, the monthly 4th Year Firefighter rate in effect on 2017 December 31 (that is, \$7,843) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$8,039). All other existing rank indices shall be maintained.
- (f) Effective 2019 January 01, the monthly 4th Year Firefighter rate in effect on 2018 December 31 (that is, \$8,039) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$8,240). All other existing rank indices shall be maintained.
- (g) Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to add the classification of “Fire and Life Safety Educator” at the index of 112% of the 10th year rate of pay. Weekly hours of work of work will be 35 hours per week for 8 ¾ hours per day.
- (h) Any retroactive payments resulting from the wage adjustments in (a) through (f) above shall be processed within sixty (60) calendar days following the date of ratification of the Memorandum of Agreement and shall include all active members, and members who have retired during the term of the Collective Agreement.

4. **Clause 16 – Annual Vacation and Clause 23 – Employee Benefits**

- (a) Effective 2017 January 01, the City and the Union agree to amend Clauses 16.1 and 16.2 in the new Collective Agreement to read as follows:

“16.1 For those employees whose hours of work are regulated in accordance with the provisions of Clause 5.1:

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

16.2 For those employees whose hours of work are regulated in accordance with the provisions of Section 5.2(a) and 5.2(c):

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the *Employment Standards Act*.
- (b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of fourteen (14) calendar days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st.
- (c) During the second (2nd) calendar year of service - fourteen (14) calendar days.
- (d) During the third (3rd) up to and including the tenth (10th) calendar year of service - twenty-one (21) calendar days.
- (e) During the eleventh (11th) up to and including the twenty-third (23rd) calendar year of service, except for the twenty-first (21st) - twenty-eight (28) calendar days.

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- (f) During the twenty-first (21st) calendar year only - thirty-five (35) calendar days.
 - (g) During the twenty-fourth (24th) and all subsequent calendar years of service - thirty-five (35) calendar days.”
- (b) Effective the first of the month following the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend paragraph (b) of Clause 23.3 in the new Collective Agreement to read as follows:

“(b) Combined maximum (\$1250) for the following practitioners:

- (i) chiropractor
- (ii) massage practitioner
- (iii) naturopath
- (iv) physiotherapist
- (v) podiatrist
- (vi) acupuncturist*

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

- (c) Effective the first of the month following the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend paragraph of Clause 23.3 in the new Collective Agreement to read as follows:

“(c) Psychological Services Plan - \$1250 per calendar year.”

- (d) Effective the first of the month following the date of ratification of the Memorandum of Agreement, the City and the Union agree to delete paragraph (c) to Clause 23.3 in the new Collective Agreement.

- (e) Effective the first of the month following the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 23.2 to read as follows:

“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 \$7,500 for employees and their dependents. The City shall pay one hundred percent (100%) of the premiums for the Dental Plan.”

- (f) While not to be included in the Collective Agreement, effective the date of ratification of the Memorandum of Agreement, the Employer will instruct the benefits carrier to amend the vision care coverage from four hundred dollars (\$400) per two (2) calendar years to five hundred dollars (\$500) per two (2) calendar years.

5. **Clause 18 – Uniforms**

- (a) Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 18 in the new Collective Agreement to read as follows:

“18. UNIFORMS

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

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

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

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

Pant – 400NMX-75(FS) Workrite

Shirt – 700NMX-45(FS) Workrite

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

- Double breasted tunic
- 1 pair dress trousers or skirt
- 1 pair parade shoes

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- 1 pair socks
- 1 dress shirt (light blue)

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

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

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

PROVIDED:

- (a) The City will arrange for measuring once per year per shift (date and time to be agreed to by the City and the Union).
 - (b) Any member missing his/her measuring times will be required to go to the tailor for individual measuring.
 - (c) Members shall be entitled to a retirement blazer and slacks during their year of retirement on superannuation only.
 - (d) In the event of promotion or transfer the department will pay for the cost of upgrading the rank insignia on all tailored uniforms or replace them (whatever is most cost effective).”
- (b) Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to delete Schedule “D” from the new Collective Agreement.

6. **Clause 23.8 – 2.33% Municipal Pension Plan**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 23.8 to read as follows:

“23.8 2.33% MUNICIPAL PENSION PLAN

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

All employees eligible for enrolment in Group 5 shall receive a Supplemental Pension Allowance of 0.56% of pensionable earnings to be

to be placed in a Manulife financial vehicle for use by employees at normal retirement. All set up and administration costs of this vehicle will be the responsibility of the Union – subject to approval of process by the City.

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

7. **Letters of Understanding**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to delete Letters of Understanding 1, 5, 6, 7 and 9 and replace them as follows:

- (a) Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to replace the document titled “Letters of Agreement” which immediately follows Schedule “D” in the Collective Agreement with the document in Appendix 1.
- (b) Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to add Letter of Understanding #1, which is attached to this Memorandum of Agreement as Appendix 2, to the new Collective Agreement.
- (c) The City and the Union agree to renew Letters of Understanding 2, 3, 4 and 8 and to renumber them as Letters of Understanding 2, 3, 4 and 5, respectively.

8. **Housekeeping**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union mutually agree to make the following housekeeping changes:

- (a) Clause 2 (Term of Agreement) – to reflect the dates of the new term;
- (b) Clause 14 (Work Coverage) – effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to add amend Clause 14 in the new Collective Agreement to read as follows:

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

- (a) The City shall not, as a condition of the employee's job as a Firefighter, require the employee to perform any work or duty not in any way connected with:
 - (i) The prevention and suppression of fire;
 - (ii) The routine housekeeping, painting, and maintenance of equipment and real property, related thereto.

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

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

- (c) delete Clause 25.1.1 and renumber the remaining provisions;
- (d) update Schedule “A” by mutual agreement as appropriate;
- (e) replace the references to “Superannuation” with “Municipal Pension” wherever they appear in the new Collective Agreement;
- (f) delete outdated effective dates;
- (g) any other changes mutually agreed to between the parties during the drafting of the new Agreement.

9. **Drafting of New Collective Agreement**

The City and the Union agree that in all instances where an amendment to the Collective Agreement is effective on the date of ratification of this Memorandum of Agreement, then for the purposes of drafting the new Collective Agreement, the amended or new provision only shall appear in the new Collective Agreement, together with a sentence referencing its effective date.

10. **Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than forty-five (45) calendar days from the date on which the Memorandum of Agreement is signed.

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DATED this 8th day of March, 2016 in the City of Richmond.

BARGAINING REPRESENTATIVES ON BEHALF OF
THE CITY OF RICHMOND:

“Tim Wilkinson”

“John McGowan”

“Jim Tait”

“Jacquie Griffiths”

“Robert D’Angelo”

BARGAINING REPRESENTATIVES ON BEHALF OF
THE RICHMOND FIREFIGHTERS’ ASSOCIATION,
IAFF 1286:

“Cory Parker”

“Jeremy Duncan”

This is the Appendix 1 referred to in item #7(a).

APPENDIX 1

LETTERS OF AGREEMENT

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

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

The following Letters of Agreement are displayed in their entirety:

1. Promotional Language (Signed during 2014 Bargaining)
2. Corporate Secondment Program (25 April 2000)
3. Staffing of Apparatus (25 April 2000)
4. 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, 2014 to December 31, 2019. Termination of this Letter may be initiated by either Party providing written notice no less than sixty (60) days prior to the above-noted expiry date. Failure to provide written notice will mean continuance of this Letter of Agreement for the same period as the Collective Agreement with renewal, amendment or termination being an issue for discussion at collective bargaining.”

This is the Appendix 2 referred to in item #7(b).

APPENDIX 2

LETTER OF UNDERSTANDING #1

Re: PROMOTIONAL LANGUAGE

The City and the Union agree to the following:

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

EXEMPT MANAGERS

Eligibility

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

Working Conditions

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

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

SUPPRESSION BRANCH

Acting Requirements, Suppression Branch

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

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

Requirements, Company Officer 1 and 2

Preamble

It is understood that effective May 1st, 2004 there are forty-eight (48) Lieutenant and Captain (Company Officer I and Company Officer II) positions in fire suppression. It is also understood that the Officer Pool membership shall not exceed the number of Company Officers i.e. effective Sept 1st, 2004 there are 48 Company Officers in fire suppression.

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

Eligibility

- (1) Lieutenant (Company Officer I) to 117%: Promotion from the Officer Pool. Promotions take place when a vacancy occurs as per the Collective Agreement. Probationary period is six months.

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- (2) Captain (Company Officer II) 122%: Members must complete Fire Officer II at an institution recognized by the City, complete one year as Lieutenant (Company Officer I) and receive a successful performance evaluation prior to receiving this rate.
- (3) Lieutenants and Captains (Company Officer's I & II) will be subject to assignment in all stations.

Conditions to Act as a Company Officer, Suppression Branch

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

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

Requirements, Battalion Chief

Eligibility

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

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

Minimum Educational Requirement

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

Desired Educational Requirements

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

Conditions to Act as Battalion Chief/Suppression Branch

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

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

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

PREVENTION BRANCH

Preamble

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

It is understood that the amended educational requirements for the following positions are effective on the date of ratification of the Memorandum of Agreement renewing the 2010-13 Collective Agreement.

Requirements, Fire Inspector

Eligibility

Positions shall be filled by the senior applicant.

Minimum Educational Requirement

None

Desired Educational Requirements

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

Requirements, Fire Prevention Officer

Eligibility

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

Minimum Educational Requirement

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

Minimum Educational Requirement during first year

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

Working Conditions

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

1. Completion of educational requirements as outlined, and
2. Satisfactory performance evaluation.

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

Requirements, Captain, Fire Investigation/Special Hazards

Eligibility

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

Minimum Educational Requirement

- (a) BC Fire Code, FIRE-1265 - JIBC
- (b) BC Building Code: Part 3 Introduction, BLDG 1830 - BCIT

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

Desired Educational Requirements

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

Conditions to Act as Captain, Fire Investigations/Special Hazards

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

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

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

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

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

Requirements, Captain, Fire Protection Systems

Eligibility

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

Minimum Educational Requirement

- (a) BC Fire Code, FIRE-1265 - JIBC
- (b) BC Building Code: Part 3 Introduction, BLDG 1830 - BCIT
- (c) Local Assistant to the Fire Commissioner
- (d) Fire Inspector 2, FIRE-1210 - JIBC

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- (e) Fire Plan Examiner 1, FIRE-1250 - JIBC
- (f) Fire Cause & Origin 1, 2, 3, FIRE-1270, 1275, 1280 - JIBC
- (g) Fire and Life Safety Educator 1, FIRE-1206 - JIBC
- (h) Automatic Sprinkler and Standpipe Testing, FIRE 2080 - JIBC
- (i) Special Fire Suppression Systems, FIRE 2088 - JIBC
- (j) Introduction to Business and Technical Communication, COMM 1103 - BCIT

Desired Educational Requirements

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

Conditions to Act as Captain, Fire Protection Systems

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

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

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

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

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

Requirements, Chief Fire Prevention Officer

Eligibility

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

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

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Minimum Educational Requirement

- (a) BC Fire Code, FIRE-1265 - JIBC
- (b) BC Building Code: Part 3 Introduction, BLDG 1830 - BCIT
- (c) Fire Plan Examiner 1, FIRE-1250 - JIBC
- (d) Fire Cause & Origin 1, 2, 3, FIRE-1270, 1275, 1280 - JIBC
- (e) Fire and Life Safety Educator 1, FIRE-1206 - JIBC
- (f) Fire Services Instructor 2, FIRE-1202 -JIBC
- (g) Automatic Sprinkler and Standpipe Testing, FIRE 2080 - JIBC
- (h) Special Fire Suppression Systems, FIRE 2088 - JIBC
- (i) Introduction to Business and Technical Communication, COMM 1103 - BCIT
- (j) Project Management Essentials, OPMT 1187 - BCIT
- (k) Principles of Management, BUSA 2005- BCIT
- (l) Organizational Behaviour, ORGB 1105 - BCIT
- (m) Interpersonal Skills, ORGB 2505 - BCIT
- (n) Labour Relations 1, HRMG 3205 - BCIT

Desired Educational Requirements

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

Conditions to Act as Chief Fire Prevention Officer

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

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

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

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

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

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

TRAINING BRANCH

Preamble

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

Requirements, Chief Training Officer

Eligibility

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

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

Minimum Educational Requirement

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

Desired Educational Requirements

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

Conditions to Act as Chief Training Officer

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

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

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

Requirements, Training Officer

Eligibility

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

Please see clause 6.4 in the Collective Agreement.

Minimum Educational Requirement

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

Desired Educational Requirements

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

Selection Process

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

The selection process will include:

Written Assignment - 30%

Practical Exam - 45%

Interview(s) - 25%

Working Conditions

- (1) Training Officers will work a day shift and rotate four (4) days on and three (3) days off from 08:00 hours to 17:00 hours (8¾ hours per day), with the exception of December 25, December 26, January 1 and Good Friday. Training Officer's rotational shift will be Monday to Thursday for two weeks and move forward to Tuesday to Friday for two weeks continuing on the same pattern unless reassigned by the Chief Training Officer. The Training Officers will work flexible schedules to allow for circumstances as may be required to meet training needs and as agreed to between

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the City and the Union. These positions are three (3) year term positions within the branch and will be non-renewable; however, if no new applications are received for the vacant position the incumbent may re-apply.

- (2) The rate of pay for Training Officer (TO) shall be one hundred and twenty two percent (122%) of the tenth (10th) year firefighter rate, working 70 hours biweekly. Members in this position shall not be eligible for instructor premium rates referred to in Clause 22 of the Collective Agreement.
- (3) An employee working in a position in a non-suppression branch may, with the approval of their supervisor, vary a regularly scheduled shift during a workweek. An employee may not vary their scheduled shift such that a work day falls on a weekend. A variation of a regular shift under this provision is not intended to continue on a long term basis, but is instead intended to be an exception, and to apply for a short term period only. An employee shall not be eligible for additional premiums where an employee initiates a change which would qualify the employee for additional premiums. The Employer shall not incur any additional cost as a result of an employee initiated change to a scheduled work day under this provision.

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

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

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

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

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

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

STAFF REPORTING TO THE DEPUTY CHIEF, ADMINISTRATION

Requirements, Fire & Life Safety Educator

Eligibility

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

Minimum Educational Requirement

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

Within 1 year

- Fire Service Instructor 1, FIRE-1201 - JIBC

Selection Process

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

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

Requirements, Community Relations Officer

Eligibility

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

Minimum Educational Requirement

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

Selection Process

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

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