

**COLLECTIVE  
AGREEMENT**

**CITY OF NEW  
WESTMINSTER**

**&**

**CITY FIREFIGHTERS'  
UNION, LOCAL 256**

**2012 - 2019**



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THIS AGREEMENT made and entered into the 14<sup>th</sup> Day of November in the year Two Thousand and Fourteen.

BETWEEN

**THE CORPORATION OF THE CITY OF NEW WESTMINSTER**  
(hereinafter called the "Employer"),

OF THE FIRST PART

AND

**CITY FIREFIGHTERS' UNION, LOCAL 256,**  
**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**  
(hereinafter called the "Union"),

OF THE SECOND PART

## **PREAMBLE**

The purpose of this agreement is to secure for the City of New Westminster (City), the Union and the employees of the City, the full benefit of orderly and legal collective bargaining, and to ensure to the utmost extent possible, the safety of employees and citizens, economy of operation, quality and quantity of output and protection of property. It is recognized by the Agreement to be the duty of the City and the Union and the Employees to cooperate fully, individually and collectively, for the advancement of said conditions.

The management, operation and the direction of the working force is vested exclusively in the City provided that it is not against or contrary to the articles of this Agreement.

The Union agrees that there shall be no soliciting by its individual members of individual members of the City Council or the Council as a whole for the purpose of obtaining special privileges in respect to rates of pay, working conditions, or any other matter covered by this Agreement.

## **1. COVERAGE**

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

AND WHEREAS the Union is the duly certified bargaining authority for those employees of the City Fire Department, excepting those employed in a confidential capacity or having authority to employ or discharge employees;

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**

- a) The Agreement shall be for the term of eight (8) years with effect from 2012 January 01, to and including 2019 December 31 and shall remain in full force and effect thereafter from year to year unless either party, within the four (4) calendar months immediately preceding the expiry date gives to the other party written notice of its desire to terminate or amend the Agreement.
- b) The provisions of Subsections 50(2) and 50(3) of the Labour Relations Code will be excluded from this Collective Agreement.

## **3. UNION SECURITY**

- a) The Employer will not discriminate against any member of the Union by reason of Union activities.
- b) 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, such payment to be made by payroll deduction, provided membership in the Union remains on a voluntary basis and is not a condition of employment. This deduction shall become effective on the first day of the month coincident with or next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the Employer on the final day of the first pay period in that month. Deductions shall be made in respect of all subsequent months provided an employee works any part of the month. These arrangements shall remain in effect for so long as this Union remains the recognized bargaining authority.

## **4. WORKING CONDITIONS**

### **4.1 Hours of Work**

The hours of work for employees covered by this Agreement shall be as follows:

- a) The classes of Firefighter, Firefighter – First Aid Instructor, Lieutenant, Captain, and Assistant Fire Chief shall work an average of 42 hours per week with a schedule of two (2), 10-hour days followed by two (2), 14-hour nights. Such employees will have their hours averaged over a fifty-six (56) day period. Each employee must have at least two (2) full days of 24-hours off per week.

The fifty-six (56) day cycle will have an initial calculation date of January 7, 2012. All cross shift transfers will be balanced according to the fifty-six (56) day cycle.

- b) The classes of Fire Inspector 1, Fire Inspector 2, Fire Inspector 3 and Chief Fire Inspector shall work thirty-five (35) hours per week. Employees of the Fire Protection Branch, save and except the Chief Fire Inspector, may have their hours of work scheduled to accommodate a mutually acceptable four day work week.
  - i) At the end of each calendar year there will be a joint review of the personnel records of the employees who have worked a four (4) day week in the Fire Protection Branch to ensure that such employees have neither gained nor lost benefits under the Gratuity and Sick Leave Plans as a result of having worked a four (4) day week in the branch rather than a five (5) day week. Any necessary adjustment to entitlement under the Sick Leave and Gratuity Plans shall be made to the nearest half day.
- c) The class of Mechanic shall work forty (40) hours per week.
- d) The classes of Fire Alarm Operator/Clerk and Training Officer shall work thirty-seven and one-half (37½) hours per week.
- e) For up to six (6) months, new recruits will be considered undergoing training and orientation and will not be assigned to any specific division. They will normally be required to work a thirty-five (35) hour week, but may be

assigned to other shift postures as required. Time spent during the orientation and training period will not be a factor in promotion.

#### **4.2 Postings**

Before filling any bargaining unit position for regular staff of the Employer, notice thereof will be posted in all Fire Stations and in such other places as may be designated by the Employer for no less than thirty (30) calendar days.

#### **4.3 Promotional Policy**

- a) In making promotions, other things being equal, effect shall be given to seniority.
- b) A fair and adequate opportunity shall be given to all members of the Union to qualify for promotion.
- c) The Employer agrees to reimburse members of the Union for expenses incurred by such members on the successful completion of a course or courses approved by the Director of Fire and Rescue Services (hereinafter referred to as "Fire Chief") and Fire Committee which courses are over and above in-service training.

#### **4.4 Probationary Period**

- a) Each new employee shall be placed on probation until they have completed twelve (12) months of service.
- b) This probationary period shall be for the purpose of determining the employee's suitability for permanent employment. At any time during such period, a probationary employee may be terminated if it can be satisfactorily shown that they are unsuitable for permanent employment.
- c) A probationary employee's suitability for permanent employment will be decided on the basis of factors such as the employee's
  - i) quality of work
  - ii) conduct
  - iii) ability to work harmoniously with others



- iv) ability to meet firefighting standards set by the Employer
- d) If a probationary employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the original date of employment.
- e) Upon being promoted or transferred, an employee shall be placed on probation until they have completed six (6) months of service to the satisfaction of the Employer. Any employee, however, who acts in the rank they are promoted to or a higher rank, shall receive as credit towards their Probationary Period each full tour of duty while acting in such rank(s) during the two (2) years prior to their appointment. For the purposes of this Article, a full tour of duty is a block of four consecutive shifts (i.e. two (2) days and two (2) nights with no intervening shifts off).

**Effective 2016 January 1: Please refer to LOA #1-2015**

- f) Where an employee is absent from work during their probationary period under paragraphs (a) or (e) above, not including their vacation or Statutory Holiday entitlement, for a cumulative total of one (1) or more months, the probationary period shall be extended by a period equal to the total time absent.

#### **4.5 Seniority**

For the purpose of establishing seniority of present employees of the Fire and Rescue Services Department, there is attached hereto as Schedule "B" a list of all employees presently employed showing the date from which seniority shall commence and which is accepted by both parties hereto as establishing such seniority.

#### **4.6 Training**

Where the Employer requires an employee from the Fire Suppression Division to instruct or receive training, the following conditions shall apply:

- a) When the Employer is able to do so, an employee shall be provided with a minimum of thirty (30) calendar days' notice of the transfer from the Fire Suppression Division for the purposes of instructing or receiving training.

- b) Employees who are transferred from Fire Suppression shall be scheduled in accordance with items (c) or (d) below in exchange for their full tour of duty (two (2), ten (10) hour days followed by two (2), fourteen (14) hour nights).
- c) All in-house training (within the jurisdiction of the Employer) shall be scheduled for a minimum of four (4) consecutive days of ten (10) hours per day, inclusive of a one (1) hour paid lunch period, unless mutually agreed between the Employer and the Union to do otherwise.
- d) Training outside the jurisdiction of the Employer shall be scheduled for a maximum of five (5) consecutive days of eight (8) hours per day at straight-time rates, inclusive of a one (1) hour paid lunch period.
- e) An employee's schedule may be realigned pursuant to items (c) and (d) above, to coincide with a scheduled training session(s) provided that the realignment does not result in the employee working eight (8) consecutive working days and provided that the employee's working days are reconciled over a fifty-six (56) day cycle.
- f) An employee's bi-weekly rate of pay shall not be affected due to the rescheduling change under this provision.
- g) Effective January 1, 2015, employees scheduled for training during off duty hours will be paid at the special rate of straight time pay for up to the first four days or part days spent in training programs in each calendar year.

#### **4.7 Changes Affecting the Agreement**

The Employer agrees that any reports or recommendations to be made to Council dealing with any matters covered by this Agreement or any proposed changes in general conditions presently in force, but which are not specifically mentioned in the Agreement, shall forthwith be communicated to the Union in order to afford the Union opportunity to oppose such changes if it so desires when the reports or recommendations or proposed changes are dealt with by the Employer.

#### **4.8 Residence Privileges**

- a) Every employee shall, as a condition of employment, reside either within the territorial limits of the City of New Westminster or not farther than twenty-four (24) kilometers from those said limits.

- b) Following the submission of a written request to the Fire Chief from an employee, and only with the subsequent written approval of the Fire Chief, an employee may be exempted from the limitation described in Subsection 4.8(a) above, but in no event shall the number of exempted employees exceed ten (10) in total.
- c) Employees who on 1983 March 22nd were residing outside of the limits described in Subsection 4.8(a) above, but who were residing within the Lower Mainland of British Columbia, shall be exempted from the provisions of Subsection 4.8(a) above, but shall be included as a portion of the maximum of ten (10) exempted employees as described in Subsection 4.8(b) above.

#### **4.9 Shift Exchanges**

Suppression firefighters may use Shift Exchanges at the approval of the Employer. Shift Exchanges shall not be used by Employees during their first six (6) months of probation or in a manner that negatively affects operational requirements or when a Shift Exchange results in a prolonged shift (in excess of twenty-four (24) hour period). Shift Exchanges shall not be permitted if it involves an exchange of money or other form of compensation greater than a shift, for a shift exchange.

The Employer recognizes Shift Exchanges provide Employees with an increased quality of life and shall not unreasonably deny a Shift Exchange.

#### **4.10 Telephone**

Every employee covered by this Agreement shall have a telephone at their place of residence.

### **5. REMUNERATION**

#### **5.1 Pay**

The scale of remuneration set out in Schedule "A" attached hereto shall apply during the term of this Agreement and the said Schedule "A" shall form a part of this Agreement.

## 5.2 Acting Pay

- a) Any employee who is required to accept the responsibilities and carry out the duties incident to a position or rank senior to that which they normally hold shall be paid at the rate for the senior position or rank while so acting.
- b) Where an employee has worked regularly scheduled hours (excluding extra shifts, overtime, and callout) in a higher classification than their normal classification during the calendar year, the employee shall receive at the end of the said calendar year a lump sum payment calculated in accordance with the following formula:

$$\frac{\text{\# of hours acting in a higher or senior rank}}{\text{Total regularly scheduled hours worked}} \times \text{Annual Vacation Entitlement (hours)} \times \text{Acting Pay Premium (per hour)}$$

Note: Acting Pay Premium is equal to the higher rate minus the employee's normal classified rate. It is understood and agreed by the parties that the original payments for time on vacation (including Statutory Holidays) shall be made on the basis of the rate for the employee's normal classification.

## 5.3 Call Out

An employee reporting for work at the call of the Employer in response to an emergency alarm, or at any time one hour or more following the commencement of a shift, shall be paid at the rate of two (2) times their regular rate of pay for the entire period spent at their place of work in response to the call, with a minimum of three (3) hours at the rate of two (2) times their regular rate of pay PROVIDED HOWEVER, when such a call out to work occurs on a Statutory Holiday as defined in Article 7.3 of this Agreement the employee shall be paid at the rate of three (3) times their regular rate of pay.

## 5.4 Extra Shifts

Where an employee agrees to work or is required by the Employer to work hours in excess of their scheduled work week, the employee will receive pay at the rate of one and one-half times (1½X) the regular hourly rate for all hours worked.

## 5.5 Overtime

- a) An employee who is required to work overtime immediately following the completion of their regular shift shall be paid at one and one-half (1 1/2) times the hourly rate of the employee for the first two hours, and two (2) times the hourly rate of the employee for all overtime hours worked beyond two hours computed on the basis of the employee's normal working hours.
- b) When computing the payment of overtime of an employee under Article 5.5(a) herein, all time worked by such employee from the time they complete their regular shift until they return (if their duties required them to leave their regular place of work) to their regular place of work (e.g. the Fire Hall at which they are stationed) and has been relieved of further duties, shall be deemed to be overtime.
- c) Overtime pay for all employees shall be computed on an hourly basis as follows:

$$\frac{\text{Monthly Rate} \times 12}{26.089} = \text{bi-weekly rate (round to two decimal places)}$$

$$\frac{\text{Bi-weekly Rate}}{\text{Bi-weekly Hours}} = \text{hourly rate (round to four decimal places)}$$

The figure 26.089 is derived as follows: 365-1/4 days (the average over four years allowing for a leap year) divided by 14.

## 6. SPECIAL ALLOWANCES

### 6.1 Uniform Issue

- a) i) Except where circumstances are beyond the control of the Employer, within thirty (30) calendar days of the date of hire of all new employees, the following new clothing issue will be provided:
  - one pair of work boots;
  - four (4) work shirts (Fire Inspectors to receive five (5) dress shirts (light blue) in lieu of work shirts);
  - three (3) pairs of trousers;

- one (1) pair of shorts;
  - one belt and buckle;
  - one (1) jacket (¾ length or bomber); and, in addition
  - the use of two pairs of coveralls.
- ii) Except for Fire Inspectors who shall receive a dress uniform as soon as possible following their appointment, the Employer will provide, upon completion of the probationary period, each new employee referenced above a complete new uniform as follows:
- one (1) dress tunic;
  - one (1) dress cap;
  - one (1) cap badge;
  - one (1) dress shirt (light blue);
  - one (1) pair of red stripe trousers;
  - one (1) tie;
  - one (1) pair of oxford shoes;
  - one (1) raincoat.
- iii) For newly appointed Fire Inspectors, in addition to the clothing referenced in (ii) above, they shall receive:
- two (2) ties.
- iv) Except for reasons beyond the control of the Employer, on or before February 1<sup>st</sup> of each year, employees will receive the following new clothing issue:
- one (1) pair of work boots (Fire Inspectors and Assistant Chiefs may select one (1) pair of shoes instead of one (1) pair of boots);
  - two (2) pairs of trousers;
  - four (4) work shirts (Captains, Assistant Chiefs, and Fire Inspectors shall receive four (4) dress shirts in lieu of the work shirts).
- v) Except for reasons beyond the control of the Employer, on or before February 1<sup>st</sup> of each year, employees during their third year of service and every third year thereafter, will receive the following new clothing issue:
- one (1) work jacket;

- one (1) tie (except Fire Inspectors who shall have two ties issued annually).
- vi) Except for reasons beyond the control of the Employer, on or before February 1<sup>st</sup> of each year, employees during their fifth year of service and every fifth year thereafter, will receive the following new clothing issue:
- one (1) pair of dress shoes or their normal annual issue of boots;
  - one (1) pair of dress, red stripe trousers;
  - one (1) dress tunic;
  - one (1) dress cap.
- vii) Except for reasons beyond the control of the Employer, on or before February 1<sup>st</sup> of each year, employees during their eighth year of service and every eighth year thereafter, will receive the following new clothing issue:
- one (1) raincoat.
- b) The Employer will also provide every employee covered by this Agreement whose duties include the fighting of fires with firefighting equipment which shall include rubber boots, a helmet and service coat and such other equipment as may be recommended by the Fire Chief and approved by the City Council; all such equipment shall be returned to the Employer when the employee ceases to perform such duties PROVIDED THAT on application to the Fire Chief and on approval of the City Administrator, where reasonable cause is shown, the Employer may substitute a raincoat for a tunic in any given year.
- c) Employees in their year of retirement will not receive the full set of their eligible clothing issue but instead will be provided with one blazer, one pair of slacks, one shirt, one pair of shoes, and one tie. In order to be entitled to this benefit, the employee must provide notice of their intent to retire prior to February 1 in their year of retirement.

## **6.2 Uniform Cleaning Allowance**

- a) The Employer 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 of trousers per 2 working shifts; and
  - 1 tunic or jacket per working month.
- b) The Employer shall designate a cleaning establishment which will be authorized to perform cleaning for employees as set out under Subsection 6.2(a) above. The Employer shall discuss the selection of such establishment with the Union.
- c) Uniform items cleaned pursuant to Subsection 6.2(a) above may be both deposited at and retrieved from the designated cleaning establishments by the employee or by their designate, while off duty in accordance with the administrative procedures established by the Employer from time to time.

### **6.3 Retirement Pay**

Any Fulltime employee

- a) who has reached minimum retirement age as defined in the rules of the Municipal Pension Plan and has completed at least ten (10) years of pensionable service as defined in the Plan; or
- b) whose age and years of service with the Employer total eighty (80) years or more,

shall be entitled to receive one (1) month of pay at their normal salary rate on termination of their employment for any reason.

### **6.4 Instructors' Allowance**

Employees, other than the Chief Training Officer, who are required to instruct courses outside the normal course of their expected daily duties in Structural Collapse, Rapid Intervention Team (RIT), Emergency Vehicle Operations (EVO), Auto Extrication, Driver Training Program, First Responder Program, Technical Rope Rescue Program, and/or in Water Rescue, shall be paid one (1) hour's pay at their regular rate of pay for each shift or part shift such employee so instructs. It is understood that the Department may designate additional training programs to qualify pursuant to this provision.



## **7. VACATIONS AND OTHER LEAVE**

### **7.1 Vacations**

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

- 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) Employees hired after May 1<sup>st</sup> in any calendar year may be paid their vacation entitlement in their first calendar year of service in cash, in lieu of leave, at the discretion of the Employer.
- c) Vacation and statutory holiday entitlement will be prorated when an employee is off on sick leave or unpaid leave for more than 90 consecutive calendar days.
- d) Firefighting Element
  - i) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ( $\frac{1}{12}$ ) of nine (9) duty shifts (one hundred and eight (108) hours) for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked by December 31<sup>st</sup>.
  - ii) During the second (2<sup>nd</sup>) calendar year of service - nine (9) duty shifts (one hundred and eight (108) hours).
  - iii) During the third (3<sup>rd</sup>) to and including the tenth (10<sup>th</sup>) calendar year of service - thirteen (13) duty shifts (one hundred and fifty-six (156) hours).
  - iv) During the eleventh (11<sup>th</sup>) to and including the twenty-third (23<sup>rd</sup>) calendar year of service, except during the twenty-first (21<sup>st</sup>) calendar year of service - seventeen (17) duty shifts (two hundred and four (204) hours).
  - v) During the twenty-first (21<sup>st</sup>) calendar year of service – twenty-one (21) duty shifts (two hundred and fifty-two (252) hours).

- vi) During the twenty-fourth (24<sup>th</sup>) and all subsequent calendar years of service – twenty-one (21) duty shifts (two hundred and fifty-two (252) hours).
- vii) All vacations shall commence on the first duty shift after the employee's days off and all vacations shall be on duty shift basis. Days off that fall after the vacation will be treated as part of the employee's vacation.

**Effective 2016 January 1: Please refer to LOA #1-2015**

e) Other Employees

- i) In the first part calendar year of service, vacation will be granted on the basis one-twelfth ( $\frac{1}{12}$ ) of eleven (11) working days (seventy-seven (77) or eighty-two and one-half (82.5) hours for a thirty-five (35) or thirty-seven and one-half (37.5) hour work week respectively) for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked by December 31<sup>st</sup>.
- ii) During the second (2<sup>nd</sup>) calendar year of service – eleven (11) working days (seventy-seven (77) or eighty-two and one-half (82.5) hours for a thirty-five (35) or thirty-seven and one-half (37.5) hour work week respectively).
- iii) During the third (3<sup>rd</sup>) to and including the tenth (10<sup>th</sup>) calendar year of service – sixteen (16) working days (one hundred and twelve (112) or one hundred and twenty (120) hours for a thirty-five (35) or thirty-seven and one-half (37.5) hour work week respectively).
- iv) During the eleventh (11<sup>th</sup>) to and including the twenty-third (23<sup>rd</sup>) calendar year of service, except during the twenty-first (21<sup>st</sup>) calendar year of service – twenty-one (21) working days (one hundred and forty-seven (147) or one hundred and fifty-seven and one-half (157½) hours for a thirty-five (35) or thirty-seven and one-half (37.5) hour work week respectively).
- v) During the twenty-first (21<sup>st</sup>) calendar year of service - twenty-six (26) working days (one hundred and eighty-two (182) or one hundred and ninety-five (195) hours for a thirty-five (35) or thirty-seven and one-half (37.5) hour work week respectively).

- vi) During the twenty-fourth (24<sup>th</sup>) and all subsequent calendar years of service - twenty-six (26) working days (one hundred and eighty-two (182) or one hundred and ninety-five (195) hours for a thirty-five (35) or thirty-seven and one-half (37.5) hour work week respectively).

**Effective 2013 January 1:**

Reduce vacation accrual by one working day. Employees who have been approved for their full vacation accrual in the calendar year 2013, will not be required to pay back the vacation day that has been reduced.

**Effective 2014 January 1:**

The increase in vacation that occurs in the 21<sup>st</sup> calendar year for all employees will be removed and instead will have the final vacation increase occur in the 23<sup>rd</sup> calendar year rather than the 24<sup>th</sup> year. Employees in their 22<sup>nd</sup> or 23<sup>rd</sup> year who have already taken their vacation entitlement for the 21<sup>st</sup> year will not be entitled to the increase in vacation entitlement until their 24<sup>th</sup> year.

**Effective 2016 January 1: Please refer to LOA #1-2015**

- f) 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.

**PROVIDED THAT:**

Where an employee transfers between the Fire Suppression Division and the Fire Protection Division, vacation entitlement (in hours) for that calendar year shall be adjusted to reflect the proportion of time spent in each Division on the basis of one-twelfth (1/12) entitlement for each month (or portion of a month greater than one half) spent in each division.

"Calendar Year" for the purpose of this Agreement shall mean the twelve (12) month period from January 1st to December 31st inclusive.

In all cases of termination of service for any reason other than retirement on the Municipal Pension Plan or on attaining maximum retirement age, adjustment will be made for any overpayment of vacation.

## **7.2 Vacation at Retirement**

Employees leaving on Municipal Pension Plan, or upon leaving at reaching maximum retirement age, are entitled to vacation as follows: If retiring prior to March 31st, they receive one-half (1/2) of the usual annual vacation. If retiring March 31st or later, they receive the full annual vacation.

## **7.3 Statutory Holidays**

- a) Employees engaged in a type of work required to be performed continuously and on every day, including Statutory Holidays throughout the year shall receive in each calendar year twelve (12) consecutive duty shifts in lieu of the following Statutory Holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by Council or by the Federal or British Columbia Governments to be a Civic or Statutory Holiday.
- b) Fire Inspection staff who receive Statutory Holidays as they occur shall not be granted the time off in lieu of Statutory Holidays stated above, but shall receive twelve (12) guaranteed Statutory Holidays per year. When a holiday falls on a Saturday or a Sunday, and if no other day has been proclaimed in lieu of it, the Employer will provide each employee with another paid holiday or with an additional day of pay.
- c) All employees covered by this Agreement and engaged in a type of work required to be performed continuously and on every day, including the Statutory Holidays listed in Article 7.3(a) herein, shall in addition to the entitlement set forth in that Article, receive a payment in cash at the rate of fifty percent (50%) of the regular hourly rate for each of the hours on duty on such Statutory Holiday between the hours of 00:01 and 23:59.

#### **7.4 Long Service Leave**

- a) All employees at the completion of twenty (20) years of service shall be entitled to twenty-eight (28) additional calendar days as vacation which shall be taken before the completion of twenty-five (25) years of service and a similar allowance shall be made at the completion of twenty-five (25) years of service and each five (5) year period thereafter.
- b) Long Service Leave may be taken from January 1st in the calendar year in which the qualifying anniversary occurs, provided however, that if an employee exercises this privilege and fails to remain employed by the Employer, for any reason until their anniversary date in that year, they must reimburse the Employer for the cost of their Long Service Leave.
- c) Long Service Leave may be taken until the end of the calendar year in which the last anniversary date occurred and this principle shall be maintained for each five (5) year period thereafter.
- d) Effective January 1, 2016, Long Service Leave will be merged with annual vacation leave as outlined in Letter of Agreement #1 -2015.

#### **7.5 Bereavement Leave**

An employee shall be granted a maximum of four (4) consecutive calendar days leave without loss of pay in the case of the death of a member of their immediate family (i.e. spouse, child, mother, father, step-parent, mother-in-law, father-in-law, sister or brother, sister-in-law, brother-in-law, common-law spouse, grandparent, ward or other relative living in the employee's household). Such leave will be for the day the death occurs plus three (3) consecutive calendar days. If the day of the funeral does not occur during the four (4) consecutive days referred to then such day shall be granted without loss of pay.

#### **7.6 Jury and Witness Duty**

An employee who has been granted paid leave of absence while serving the Court as a subpoenaed juror, as a witness for the Crown, or as a witness in a matter arising from their duties for the Employer, shall remit to the Employer all monies paid them by the Court except travelling, parking and meal allowances not reimbursed by the Employer.

## 7.7 Court Attendance

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 their firefighting duties shall be paid at the rate of one and one-half (1½) times their regular hourly rate for all such time spent.

## 7.8 Maternity and Parental Leave

### a) Length of Leave

#### i) Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. 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.

#### ii) 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. The employee shall commence 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.

#### iii) 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**

- i) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.**
- ii) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)**
- iii) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.**
- iv) 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.**
- v) 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.**
- vi) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.**

**c) Return to Work**

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

and an employee may elect not to take that portion of vacation which is unpaid.

d) Sick Leave

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

e) Benefits

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

f) Supplementary Employment Insurance Benefits

- i) Regular Full-Time birth mothers who are entitled to maternity leave as provided for in (a)(i) above and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- ii) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have



applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.

- iii) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth, or as provided for in paragraph f ii) above.
- iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
  - a) for the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
  - b) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- v) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- vi) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are 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.

## **8. EMPLOYEE BENEFITS**

### **8.1 Medical Services Plan**

Each Fulltime employee shall be entitled to enroll in the Medical Services Plan effective the first day of the calendar month immediately following the

completion of one (1) month of continuous employment. The Employer shall contribute the full premium for the aforesaid Plan.

## **8.2 Extended Health Benefits Plan**

Each Fulltime employee shall be entitled to enroll in the Extended Health Benefits Plan effective the first day of the calendar month immediately following the completion of six (6) months of continuous employment. This Plan shall include a Vision Care Option in the amount of Four hundred dollars (\$400.00) per person claimable per 24 month period and a maximum lifetime benefit of One million dollars (\$1,000,000) per person. The Employer shall contribute the full premium for the Extended Health Benefits Plan. The extended health deductible shall be one hundred dollars (\$100.00).

## **8.3 Dental Plan**

Each Fulltime employee shall be enrolled in the Dental Plan effective the first day of the calendar month immediately following the completion of six (6) months of continuous employment. An employee who is receiving coverage from an alternate source and can produce satisfactory evidence of that alternate coverage to the Employer may refrain from enrolling in the Dental Plan which provides coverage for employees of the Employer. The Employer will contribute the full premium for this Plan.

The Dental Plan will provide for the following services:

- a) Basic Dental Services (Plan A) - The Plan will pay for one hundred percent (100%) of the approved schedule of fees.
- b) Prosthetics, Crowns and Bridges (Plan B) - The Plan will pay for sixty percent (60%) of the approved schedule of fees.
- c) Orthodontics (Plan C) - The Plan will pay for sixty percent (60%) of the approved schedule of fees. Benefits are provided for the Plan member and dependent(s) to a Lifetime maximum of Five Thousand, Five Hundred Dollars (\$5,500) per eligible person.

#### **8.4 Group Life Insurance**

- a) Each Fulltime employee shall be enrolled in the Group Life Insurance Plan effective the first day of the calendar month following the completion of six (6) months of continuous employment. The Group Life Insurance Plan will provide for Eighty Thousand Dollars (\$80,000) of coverage on the life of each employee so enrolled. The Employer shall contribute the full premium for this Plan.
- b) Each Fulltime employee will be entitled to optional Group Life Insurance coverage to a maximum optional coverage of Two hundred thousand dollars (\$200,000) under the terms and conditions set out by the Group Life insurer which provides group life insurance coverage for employees who qualify in Section 8.4(a) of this Agreement. The employee shall contribute the full premium for the optional group life insurance coverage.

#### **8.5 Short Term Sick Leave Plan**

- a) Short Term Sick Leave shall be defined as the first eighty-four (84) hours (or equivalent hours equal to two weeks dependent on regular weekly hours) of any absence due to illness or non-occupational injury.
- b) Each Fulltime employee shall be enrolled in the Short Term Sick Leave Plan effective the first day of the calendar month following the completion of three (3) months of continuous employment.
- c) The Short Term Sick Leave Plan will provide for benefits for authorized sick leave absences equal to their regular classified salary net of income tax deductions and Municipal Pension Plan (including supplementary Municipal Pension Plan) contributions.
- d) The Union shall undertake responsibility for the Short Term Sick Leave Plan. The participating members of the Plan shall contribute a percentage of their regular classified salary on a regular basis to be determined by the Union. The amount of such contributions shall be determined by the Union and its members shall contribute the full premium necessary to fund authorized short term sick leave absences.

## **8.6 Medium Term Sick Leave Plan**

- a) Medium Term Sick Leave shall be defined as the next six hundred and thirty (630) hours (or equivalent hours equal to fifteen (15) weeks dependent on regular weekly hours) of any absence due to illness or non-occupational injury in excess of Short Term Sick Leave.
- b) Each Fulltime employee shall be enrolled in the Medium Term Sick Leave Plan effective the first day of the calendar month following the completion of three (3) months of continuous employment.
- c) The Medium Term Sick Leave Plan shall provide for benefits at 100% of regular classified salary.
- d) The initial credit of fifteen (15) weeks shall be reinstated in full immediately after an employee who has used any portion of the fifteen week entitlement has returned to work for a continuous period of one (1) month.
- e) The full cost of the Medium Term Sick Leave shall be paid by the Employer and shall be partially offset by the employer/employee rebates of Employment Insurance premiums.

## **8.7 Long Term Sick Leave Plan**

- a) Long Term Sick Leave shall be defined as the next sixty (60) weeks of any absence due to illness or non-occupational injury in excess of Short Term and Medium Term Sick Leave.
- b) Each Fulltime employee shall be enrolled in the Long Term Sick Leave Plan effective the first day of the calendar month following the completion of twelve (12) months of continuous employment.
- c) On December 31 of each year, each Fulltime employee will be credited with 252 hours (or equivalent hours equal to six (6) weeks dependent on regular weekly hours) which shall accumulate to a total of 2,520 hours (or equivalent hours equal to sixty (60) weeks dependent on regular weekly hours). An employee shall not accumulate more than 2,520 hours (or equivalent hours equal to sixty (60) weeks dependent on regular weekly hours) at any time under Articles 8.6 and 8.7 in this Agreement.

- d) The Long Term Sick Leave Plan will provide for benefits of one hundred percent (100%) of regular classified salary.

## **8.8 Recurring Illness**

- a) If an employee who returns to work after receiving sick leave benefits is absent again as a consequence of a recurrence of the same illness for which such sick leave benefits were initially received, within sixty (60) calendar days of their return to work, then their sick benefits shall continue as though their illness was continuous from its onset. If, however, the employee is absent following the expiration of the sixty (60) calendar day period identified above, then their subsequent absence shall be deemed to be a new illness.
- b) Disputes as to what constitutes a recurring illness for purposes of this Section shall be referred to a physician chosen by the Employer for final determination.

## **8.9 Sick Leave Recovery**

- a) An employee may use sick leave credits for time lost through accidental injuries PROVIDED THAT prior to making a claim or commencing an action for damages against a third party in respect of such injuries, the employee shall notify the Employer of such claim and enable the Employer the opportunity to be represented in all proceedings or settlement discussions relating to the claim. Any such claim shall include a claim for loss of wages including pre- and post-judgement interest, and to the extent that recovery is made, such amount will be reimbursed to the Employer. The Employer will reimburse the employee, fifty percent (50%) of the cost of the legal fees certified by the employee's legal counsel as being attributed to proving the wage/benefit loss claim.
- b) An employee who fails to notify the Employer in accordance with Article 8.9(a) shall be required to reimburse the Employer in the amount of the wage loss benefit (i.e. sick leave credits), regardless of whether or not the employee received any monies in settlement of their claim.
- c) Once the Employer has been reimbursed for wage loss benefits under this Article 8.9, it shall credit the employee with the number of sick days equivalent thereto and any resultant gratuity days to which they may be entitled.

## **8.10 Certificate of Disability**

The Employer, at its discretion, may require an employee to provide written confirmation or certification at any time, including the period when an employee is receiving Short Term Sick Leave, of the employee's disability or incapacity to work, or continuing incapacity to work, and the date when the employee is expected to be able to return to work. Such confirmation may be required in the form of a statement from the employee's physician, the medical consultants of the Employer or other qualified practitioner nominated by the Employer.

## **8.11 Long Term Total Disability**

a) Each Fulltime employee shall be enrolled in the Long Term Total Disability Plan effective the first day of the calendar month following the completion of twelve (12) months of continuous employment.

b) If evidence is received that any regular Fulltime employee who has completed twelve (12) months of continuous employment, has become totally and permanently disabled by accident, injury or disease, so that such employee shall be permanently, continuously and wholly prevented thereby from performing any work for compensation or profit, then such employee shall be entitled to a total disability benefit, which when combined with any compensation (other than an employee's privately purchased insurance) such as Workers' Compensation, and disability pension benefits pursuant to the Canada Pension Plan, any periodic payments related to the disability under a "no-fault" automobile insurance policy, will achieve a benefit calculated as follows:

67% of the regular salary at the time of disability, such rate of benefit to be indexed annually in accordance with annual general wage increases to a maximum of six percent (6%) and to be continued during the period of total disability from year to year until maximum retirement age pursuant to the rules of the Municipal Pension Plan.

c) The period of total disability referenced in Subsection 8.11(b) above shall be considered as representing "service" pursuant to the rules of the Municipal Pension Plan, and shall therefore be approved for purposes of providing an indexed pension at maximum retirement age, without Municipal Pension Plan contributions being made during such period of disability.

- d) The Employer will contribute the full premium for this Long Term Total Disability Plan. In addition, the Employer will continue to pay the full premiums for the Medical Services Plan, Extended Health Benefits Plan, Dental Plan and Group Life Insurance coverage during the period of total disability.
- e) An employee who has been granted a Total and Permanent Disability benefit shall retain employee status for the purpose only of payment of benefits under this Total and Permanent Disability Plan.

### **8.12 Gratuity Credits Plan**

- a) Each Full-Time Employee of the Fire Suppression Division will be credited with twelve (12) hours for every three (3) months of continuous employment with the Employer, each Full-Time Employee of the Fire Protection Division shall be credited with seven (7) hours for every three (3) months of continuous employment with the Employer, and each Training Officer shall be credited with seven and one-half (7.5) hours for every three (3) months of continuous employment with the Employer, provided that deductions shall not exceed one (1) working day in any one three (3) month period or for any one illness. Deductions shall be applicable to the current calendar year and shall not affect any gratuity accumulated prior to the current calendar year. Gratuity credits may be accumulated to a maximum of 1440 hours for employees in the Fire Suppression Division, 840 hours for employees in the Fire Protection Division, and 900 hours for the Training Officer.

Employees transferring between Divisions shall retain any credits earned in the original Division and shall commence earning credits in accordance with entitlement levels in the new Division, subject to the maximum accumulation above.

- b) The total number of gratuity credits earned by each employee will be calculated on December 31st of each calendar year and will remain to the credit of each employee regardless of time lost in any subsequent year through illness or for any other reason.
- c) An employee who has completed three (3) years of continuous service may withdraw all or a portion of the gratuity credits which that employee has

accumulated to December 31st of the previous calendar year under the following conditions:

- i) Gratuity credits may be withdrawn in cash or in leave subject to other provisos contained in this Article 8.12;
- ii) All requests for withdrawal shall be made in writing by the employee;
- iii) Gratuity credits which are withdrawn will be paid at the employee's regular classified rate at the time of the payout in cash or in leave;
- iv) A request for the conversion of gratuity credits into leave shall be subject to the approval of the Employer and shall be taken in whole days. When requesting such leave, the employee must guarantee a replacement who shall be paid at straight time rates;
- v) An employee shall receive their total gratuity accumulation in cash upon leaving the employ of the Employer provided that they have completed at least three (3) years of continuous service. The aforementioned gratuity credits will be paid at the employee's regular rate of pay in effect at the time of their severance of employment with the Employer.

### **8.13 Workers' Compensation**

- a) Employees absent from duty due to injuries received while on duty shall receive normal net take-home pay (as opposed to gross regular pay) for a period not exceeding twelve (12) months, but monies received from WorkSafeBC shall be remitted to the Employer during that period PROVIDED HOWEVER that:
  - i) An employee who was acting in a higher rank at the time the injury was sustained will be paid normal net take-home pay which shall be calculated based upon the rate in effect for the higher rank;
  - ii) An employee who was scheduled to act in a higher rank at any time during the period of the compensable absence, will be retroactively paid normal net take-home pay for the period during which they were scheduled to act based upon the rate in effect for the higher rank;



#### **8.14 Supplementary Compensation for Firefighter Killed in the Course of Duty**

If an employee is killed as a direct result of the performance of the employee's duties in the preservation of life and property in active firefighting including investigations and inspection work and approved firefighting training and other assigned duties, a monthly supplement will be paid to the spouse to bring the spouse's after-tax income from Workers' Compensation, Canada Pension and Municipal Pension Plan and any other source of income not contracted for by the deceased employee to the difference between the regular classified rate of pay of the deceased employee and normal deductions, such payment to continue until such a time the spouse remarries or until the date the deceased employee would have been entitled to full and compulsory pension retirement had the employee not been killed, whichever date shall first occur, provided:

- a) The regular monthly rate of pay shall be that for the class of position held by the employee on the date of the employee's death or pending at the time of the employee's death and shall not include acting or temporary positions and when calculating the rates of pay of the employee, overtime rates of pay, shift differential and other premium payments, allowances or benefits shall not be included.
- b) The normal deductions shall include income tax, Canada Pension Plan premiums, Employment Insurance premiums, Municipal Pension Plan premiums (basic and supplemental), union dues, sick plan premiums and any other deduction which may be included in subsequent agreements.
- c) The supplement shall be recalculated annually in consideration of the indexing of WorkSafeBC, Canada Pension Plan and Municipal Pension Plan and the changes occurring in revisions to the collective agreements.
- d) In the event the spouse is under 40 years of age and is without child, the WorkSafeBC lump sum payment on the death of the employee, for the purposes of calculating the supplement, shall be divided by the years from the date of the employee's death and their compulsory retirement date if they had lived.
- e) In the event there is no surviving spouse and there are dependent children, or in the event the spouse dies subsequent to the death of the employee and the employee's dependent children, the supplement shall be calculated as follows:

- i) One child - a sum sufficient to bring the after-tax income of the child to 1/3 of the difference between the regular monthly pay of the deceased employee and their normal deductions, further abated by WorkSafeBC, Canada Pension Plan and Municipal Pension Plan and other sources not contracted for by the deceased employee.
  - ii) Two or more children - as above except at the rate of 50%.
- f) For the purposes of Section (e), a child shall mean:
  - i) a child under the age of 18 years including a child of the deceased employee yet unborn;
  - ii) an invalid child of any age; and
  - iii) a child under the age of 21 years who is regularly attending an academic, technical or vocational place of education.
- g) For the purposes of Section 8.14, a "spouse" shall mean:
  - i) In relation to a firefighter, a person who at the time of the firefighter's death was married to, or in a common-law relationship with, that firefighter.
  - ii) Notwithstanding any other provision in this Agreement, the parties expressly agree that there shall at no time be more than one "spouse", nor payment made to more than one "spouse" pursuant to Section 8.14.
- h) Any sums of money payable by the Employer to any dependent child under the age of 18 years or to an invalid child may properly be paid by the Employer to the legal guardian of such dependent child whose receipt shall be sufficient discharge to the Employer.
- i) On the compulsory retirement date of the deceased, had the employee lived, a calculation of the pension due to the spouse, had the deceased superannuated on that date, shall be made. From that date, the Employer shall supplement the spouse's income from WorkSafeBC, Canada Pension Plan, Municipal Pension Plan and any other sources as referred to herein, to

bring the spouse's income to the level of the Municipal Pension Plan calculation referred to less income tax on that sum.

- j) The Employer agrees to contribute up to the equivalent of two (2) months of a First Class Fire Fighters (100%) salary towards the costs incurred to provide a full honours Line of Duty Death service for any employee covered by this agreement whose death has been attributed to the work they perform as an employee of the New Westminster Fire & Rescue Services. The ceremonial service and associated ceremony events shall be coordinated and collaborated on together and by agreement, with a committee consisting of the family liaison, the Association and the Fire Chief or designate and as approved by the family liaison.

### **8.15 Pension Plan**

- a) Employees shall contribute to the Municipal Pension Plan in accordance with the rules of the Municipal Pension Plan effective the date of hire.
- b) The Employer shall enroll eligible employees into Group 5 Municipal Pension Plan Group at the first date of hire. All employees eligible for enrolment in Group 5 shall receive a Supplemental Pension Allowance (SPA) of 0.50% of pensionable earnings to be directed to a group tax free savings plan (Group TFSA). The payment shall be provided to IAFF Local 256 to manage and distribute to the Employee Group TFSA's. There shall be no cost incurred by the Employer as a result of managing and/or handling the Group TFSA accounts or disbursements. The payments shall be recorded on the Employee's final pay cheque of the calendar year.

Employees enrolled in Group 5, upon reaching the age of sixty (60) years, shall be pensioned from the Employer effective at the end of the calendar month in which the employee reaches their sixtieth (60<sup>th</sup>) birthday.

New hires into positions that are not eligible to participate in the Group 5 Pension will be treated as Group 1 or Group 4 as appropriate under the rules of the Municipal Pension Plan.

- c) Subject to the qualifying provision contained in the rules of the Municipal Pension Plan, the Employer will contribute fifty percent (50%) of the cost (to be determined by the Pension Corporation) of extending the pensionable service of an employee up to a maximum of one (1) year. This extension shall

represent that period of time served by the employee in a probationary capacity in the employ of the Employer which has not heretofore been considered as pensionable service. This benefit shall be subject to the following conditions:

- i) An employee must have a vested interest in the Municipal Pension Plan and must have reached the age of minimum retirement in order to qualify.
- ii) Any employee of the Fire and Rescue Services Department who wishes to take advantage of this benefit must give at least six (6) months of notice in advance of the contemplated retirement date and make such arrangements as are necessary at that time regarding their own contributions.

d) Over-Contributions

When an employee reaches an income level at any point during a calendar year of \$78,153 (using 2009 as the tax year, such figure to be adjusted annually based on changes in the Yearly Maximum Pensionable Earnings (YMPE) and the maximum pensionable contributions under CCRA rules), the Employer agrees not to make any further Special Agreement deductions from the employee's pay cheque and the Employer will no longer contribute for purposes of the Special Agreement for such employee. Employer contributions thereafter will be paid to the employee on their pay cheque and identified as Special Agreement over-contributions.

**9. ABSENCE FROM DUTY OF UNION OFFICIALS**

The Employer agrees that where it is necessary for employees who are members of the Union Executive to leave their employment temporarily for the purpose of settling grievances as outlined in Article 11 below, the said employees shall suffer no loss of pay for the time so spent. Permission for such absence is at the discretion of the Fire Chief.

**10. LEAVE OF ABSENCE**

All employees covered by this Agreement who have attained the rank of 4th Year Firefighter and who are below the rank of Assistant Chief, if appointed or elected to a Fulltime position in the service of the International Association of Firefighters

or the British Columbia Professional Firefighters' Association, 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 shall be entitled to leave of absence at any one time for the purpose of attending the Canadian Labour College, but nothing shall prevent the Employer from agreeing to allow more than one.
- b) The Union agrees that when any one or more employees are granted leave of absence without pay under this Article, the employee or employees equal in number to those who are absent, and who were last hired by the Employer in order to replace an absentee or absentees, shall be subject to lay-off 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 their seniority for the purposes of promotions, remuneration, annual vacations, statutory holidays, Medical Services Plan coverage, sick leave entitlement and gratuity entitlement. However, it is understood and agreed that any employee who withdraws their terminal benefits after having been granted leave of absence under this Article, will forfeit their seniority and the protection otherwise provided in this paragraph.
- 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 their credit during the period of such absence.
- e) In the event the employee elects to continue to be covered by the Group Life Insurance Plan and/or the Medical Services Plan during their leave of absence, they shall in writing notify the Employer of their election, and shall undertake to pay both the Employer's premiums and their own premiums as an employee.
- f) It is understood and agreed that an employee shall be required to be in as good physical condition upon their return from leave of absence granted under this Article, as is reasonably consistent with their age and their physical condition at the time of being granted such leave of absence.

## **11. GRIEVANCE PROCEDURE**

### **11.1 Grievance Steps**

#### **Step one – Informal Discussion**

The Association shall initiate all grievances within fourteen (14) calendar days of either the occurrence or first knowledge of the grounds for the grievance. A representative of the Association and the employee shall first take up the grievance verbally, with the appropriate Deputy Chief. If the grievance involves a Deputy Chief where a conflict or perceived conflict of interest exists, upon request by either the Deputy Chief involved or the Union, the Fire Chief shall designate an alternate Deputy Chief to hear said grievance.

The Deputy Chief shall give a verbal response within seven (7) calendar days.

#### **Step Two**

Failing resolution, within fourteen (14) calendar days of Step One, the Association shall submit the grievance in writing, giving the general nature of the grievance with sufficient particulars to identify the dispute, to the Fire Chief or designate.

The Association shall request a meeting with the Fire Chief or designate, and at such meeting they shall attempt to resolve the grievance.

The Fire Chief or designate shall give a written response within seven (7) calendar days.

#### **Step Three**

Failing resolution, within fourteen (14) calendar days of Step Two, the Association shall request that the grievance be heard by the Chief Administrative Officer or designate, and at such meeting, they shall attempt to resolve the grievance.

A written response shall be given by the Chief Administrative Officer within seven (7) calendar days.

Failing resolution at Step 3, within thirty (30) calendar days, the Association may refer the grievance to be heard at arbitration.

## **11.2 Arbitration**

A three-person arbitration board shall hear all grievances, unless the parties mutually agree to submit a grievance to a single arbitrator.

As an alternative, the parties upon mutual agreement may refer a grievance to Expedited Arbitration in accordance with the process outlined in Section 104 of the Labour Relations Code (B.C.).

The arbitrator shall not alter, amend or change the terms and/or conditions of the Collective Agreement. Each party shall bear their own expenses and pay half the expenses of the arbitrator.

## **11.3 Time Limits**

If one of the parties is unable to meet within the stipulated timeframe, then the other party may refer the matter to the next step. Time limits may however, be extended at any of the steps in the grievance procedure by mutual agreement.

## **11.4 Policy Grievances**

Grievances arising from City Policy and/or Departmental Operating Guidelines shall omit step one of the grievance procedure and commence at step two of the grievance procedure.

## **11.5 Union Representation**

An employee shall be advised of his/her right to have a Union Representative with him/her during or prior to any investigation which may lead to disciplinary action taken against that employee or any other action that will form part of the employee's disciplinary record. Further, the Union shall be notified prior to any meeting the employer has with unionized employees when it is reasonable to assume the meeting will lead to disciplinary action. The Union shall also be notified when verbal disciplinary action is to be taken against an employee in the bargaining unit and shall be given a copy of any written notification of disciplinary action that will form part of an employee's disciplinary record.

## **12. LAYOFF AND RECALL**

### a) Layoffs.

In the event of a layoff, the Employer shall designate the position(s) to be eliminated and the incumbent employee(s) shall be laid off unless the employee is qualified (has the skill, knowledge and ability) to perform the work of another position with a familiarization period not to exceed thirty (30) working days (the familiarization period will consist of on the job orientation and will not include training) and has greater seniority than the incumbent of such position as follows:

- i) the employee may bump laterally (at the same pay level) into the position occupied by the employee with the least seniority;
- ii) the employee may bump downward (at a lower pay level) into the position occupied by the employee with the least seniority.

Where the employee is unable to bump, or elects not to bump, the employee shall be laid off. An employee who is bumped by another employee shall have the same rights to bump under this Article.

### b) Advance Notice of Layoff

Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall notify employees, who have acquired seniority rights, and who are to be laid off, at least thirty (30) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work during the thirty (30) calendar days referred to above, the employee shall be paid for those days for which work was not made available.

### c) Recall

Employees shall be recalled to positions for which they are qualified (as defined above), in the order of their bargaining unit-wide seniority.

No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows:



The Employer shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order providing they are qualified to perform the available work and providing they respond within the stipulated time limits. Each employee on layoff will be responsible for keeping the Employer advised of a current address and telephone number where the employee can be contacted for Recall. If the Employer is unable to contact the employee by telephone, notice of Recall shall be delivered by couriered letter to the employee's last address in which case the employee shall have 72 hours from the time of delivery of the notice of Recall to respond. The 72 hour time period shall not include time on weekends or Statutory Holidays. An employee shall report to work at the time specified by the Employer except where the employee is unable to report to work due to circumstances beyond the employee's control.

An employee who fails to respond to a notice of Recall shall be bypassed for the purposes of that specific Recall and shall retain their position on the Recall list.

An offer of employment to replace another employee who is absent shall not be considered a Recall and shall not affect an employee's recall rights or adjust the twelve (12) month seniority retention period.

d) Seniority

Laid off employees shall maintain but not accumulate seniority and shall not be entitled to or earn benefits while on layoff. An employee recalled within twelve (12) months shall be credited with their previous service for determining seniority and length of service for perquisites. An employee shall lose seniority and right of recall if continuously laid off for a period of more than twelve (12) consecutive months.

**13. LABOUR MANAGEMENT COMMITTEE**

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

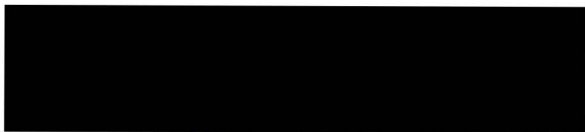
- b) The Labour Management Committee shall be comprised of four (4) members to be appointed by the Employer and four (4) members to be appointed by the Union.

**14. USE OF GENDER**

Wherever the masculine gender is used in this Collective Agreement, the same shall be construed as meaning the feminine unless otherwise specifically stated.

IN WITNESS WHEREOF the Employer has caused these presents to be sealed with the common seal of the Corporation of the City of New Westminster and signed by the Mayor and City Clerk and the Union has caused these presents to be executed under the hands of proper officers duly authorized in that behalf as of the day and year first above written.

Signed for the CORPORATION OF THE CITY OF NEW WESTMINSTER:



MAYOR



DIRECTOR OF HUMAN RESOURCES

DATE

*May 9, 2018*

Signed for the CITY FIREFIGHTERS' UNION, Local No. 256, International Association of Firefighters:



PRESIDENT



VICE PRESIDENT

DATE

*May 10 2018*

**NEW WESTMINSTER FIRE DEPARTMENT  
MONTHLY SALARIES AND RATES**

A. Effective 2012 Jan 1	2.5%	E. Effective 2016 Jan 1	2.5%
B. Effective 2013 Jan 1	2.5%	F. Effective 2017 Jan 1	2.5%
C. Effective 2014 Jan 1	2.5%	G. Effective 2018 Jan 1	2.5%
D. Effective 2015 Jan 1	2.5%	H. Effective 2019 Jan 1	2.5%

<b>CLASS TITLE</b>	<b>INDEX</b>		<b>MONTHLY</b>	<b>BI-WEEKLY</b>	<b>HOURLY</b>
FIREFIGHTER (1st 6 months)	70	A	4852	2231.75	26.57
		B	4974	2287.86	27.24
		C	5098	2344.90	27.92
		D	5226	2403.77	28.62
		E	5356	2463.57	29.33
		F	5490	2525.20	30.06
		G	5627	2588.22	30.81
		H	5768	2653.07	31.58
(2nd 6 months)	75	A	5199	2391.35	28.47
		B	5329	2451.15	29.18
		C	5462	2512.32	29.91
		D	5599	2575.34	30.66
		E	5739	2639.73	31.43
		F	5882	2705.51	32.21
		G	6029	2773.12	33.01
		H	6180	2842.58	33.84
(2nd year)●	80	A	5546	2550.96	30.37
		B	5684	2614.44	31.12
		C	5826	2679.75	31.90
		D	5972	2746.90	32.70
		E	6122	2815.90	33.52
		F	6274	2885.81	34.35
		G	6431	2958.03	35.21
		H	6592	3032.08	36.10
(3rd year)●	90	A	6239	2869.72	34.16
		B	6395	2941.47	35.02
		C	6555	3015.06	35.89
		D	6719	3090.50	36.79
		E	6887	3167.77	37.71
		F	7059	3246.89	38.65
		G	7235	3327.84	39.62
		H	7416	3411.09	40.61

<b>CLASS TITLE</b>	<b>INDEX</b>		<b>MONTHLY</b>	<b>BI-WEEKLY</b>	<b>HOURLY</b>
(4th year)●	100	A	6932	3188.47	37.96
		B	7105	3268.04	38.91
		C	7283	3349.92	39.88
		D	7465	3433.63	40.88
		E	7652	3519.64	41.90
		F	7843	3607.50	42.95
		G	8039	3697.65	44.02
		H	8240	3790.10	45.12
(11th year)●	103	A	7140	3284.14	39.10
		B	7318	3366.02	40.07
		C	7501	3450.19	41.07
		D	7689	3536.66	42.10
		E	7882	3625.44	43.16
		F	8078	3715.59	44.23
		G	8280	3808.50	45.34
		H	8487	3903.71	46.47
(15th year)● Effective Nov. 25, 2013	106	A			
		B			
		C	7720	3550.92	42.27
		D	7913	3639.69	43.33
		E	8111	3730.77	44.41
		F	8314	3824.14	45.53
		G	8521	3919.35	46.66
		H	8734	4017.33	47.83
FIRE INSPECTOR 1 (1 <sup>st</sup> 6 months)	70	A	4852	2231.75	31.88
		B	4974	2287.86	32.68
		C	5098	2344.90	33.50
		D	5226	2403.77	34.34
		E	5356	2463.57	35.19
		F	5490	2525.20	36.07
		G	5627	2588.22	36.97
		H	5768	2653.07	37.90
(2nd 6 months)	75	A	5199	2391.35	34.16
		B	5329	2451.15	35.02
		C	5462	2512.32	35.89
		D	5599	2575.34	36.79
		E	5739	2639.73	37.71
		F	5882	2705.51	38.65
		G	6029	2773.12	39.62
		H	6180	2842.58	40.61

CLASS TITLE	INDEX		MONTHLY	BI-WEEKLY	HOURLY
FIRE INSPECTOR 1● (2 <sup>ND</sup> Year)	80	A	5546	2550.96	36.44
		B	5684	2614.44	37.35
		C	5826	2679.75	38.28
		D	5972	2746.90	39.24
		E	6122	2815.90	40.23
		F	6274	2885.81	41.23
		G	6431	2958.03	42.26
		H	6592	3032.08	43.32
(3rd year)●	90	A	6239	2869.72	41.00
		B	6395	2941.47	42.02
		C	6555	3015.06	43.07
		D	6719	3090.50	44.15
		E	6887	3167.77	45.25
		F	7059	3246.89	46.38
		G	7235	3327.84	47.54
		H	7416	3411.09	48.73
(4th year)●	100	A	6932	3188.47	45.55
		B	7105	3268.04	46.69
		C	7283	3349.92	47.86
		D	7465	3433.63	49.05
		E	7652	3519.64	50.28
		F	7843	3607.50	51.54
		G	8039	3697.65	52.82
		H	8240	3790.10	54.14
(11th year)●	103	A	7140	3284.14	46.92
		B	7318	3366.02	48.09
		C	7501	3450.19	49.29
		D	7689	3536.66	50.52
		E	7882	3625.44	51.79
		F	8078	3715.59	53.08
		G	8280	3808.50	54.41
		H	8487	3903.71	55.77
(15th year)● Effective Nov. 25, 2013	106	A			
		B			
		C	7720	3550.92	50.73
		D	7913	3639.69	52.00
		E	8111	3730.77	53.30
		F	8314	3824.14	54.63
		G	8521	3919.35	55.99
		H	8734	4017.33	57.39

<b>CLASS TITLE</b>	<b>INDEX</b>		<b>MONTHLY</b>	<b>BI-WEEKLY</b>	<b>HOURLY</b>
▲ FIRE INSPECTOR 2	112	A	7997	3678.33	52.55
		B	8196	3769.86	53.86
		C	8401	3864.16	55.20
		D	8612	3961.21	56.59
		E	8828	4060.56	58.01
		F	9047	4161.29	59.45
		G	9274	4265.71	60.94
		H	9505	4371.96	62.46
▲ FIRE INSPECTOR 3	122	A	8711	4006.75	57.24
		B	8928	4106.56	58.67
		C	9151	4209.13	60.13
		D	9381	4314.92	61.64
		E	9616	4423.01	63.19
		F	9855	4532.94	64.76
		G	10102	4646.56	66.38
		H	10354	4762.47	68.04
▲ LIEUTENANT	112	A	7997	3678.33	43.79
		B	8196	3769.86	44.88
		C	8401	3864.16	46.00
		D	8612	3961.21	47.16
		E	8828	4060.56	48.34
		F	9047	4161.29	49.54
		G	9274	4265.71	50.78
		H	9505	4371.96	52.05
▲ FIREFIGHTER FIRST AID INSTRUCTOR	112	A	7997	3678.33	43.79
		B	8196	3769.86	44.88
		C	8401	3864.16	46.00
		D	8612	3961.21	47.16
		E	8828	4060.56	48.34
		F	9047	4161.29	49.54
		G	9274	4265.71	50.78
		H	9505	4371.96	52.05
▲ CAPTAIN (1st 96 shifts)	117	A	8354	3842.54	45.74
		B	8562	3938.21	46.88
		C	8776	4036.64	48.06
		D	8996	4137.84	49.26
		E	9222	4241.79	50.50
		F	9451	4347.12	51.75
		G	9688	4456.13	53.05
		H	9930	4567.44	54.37

<b>CLASS TITLE</b>	<b>INDEX</b>		<b>MONTHLY</b>	<b>BI-WEEKLY</b>	<b>HOURLY</b>
▲ CAPTAIN	122	A	8711	4006.75	47.70
		B	8928	4106.56	48.89
		C	9151	4209.13	50.11
		D	9381	4314.92	51.37
		E	9616	4423.01	52.65
		F	9855	4532.94	53.96
		G	10102	4646.56	55.32
		H	10354	4762.47	56.70
▲ TRAINING CAPTAIN	125	A	8925	4105.18	48.87
		B	9148	4207.75	50.09
		C	9376	4312.62	51.34
		D	9611	4420.71	52.63
		E	9853	4532.02	53.95
		F	10098	4644.72	55.29
		G	10350	4760.63	56.67
		H	10609	4879.76	58.09
▲ PLATOON CAPTAIN	130	A	9282	4269.39	50.83
		B	9513	4375.64	52.09
		C	9751	4485.11	53.39
		D	9996	4597.80	54.74
		E	10247	4713.25	56.11
		F	10501	4830.08	57.50
		G	10764	4951.05	58.94
		H	11033	5074.78	60.41
▲ CHIEF TRN OFFICER Effective Nov. 25, 2013	140	A			
		B			
		C	10501	4830.08	64.40
		D	10765	4951.51	66.02
		E	11035	5075.70	67.68
		F	11309	5201.73	69.36
		G	11592	5331.90	71.09
		H	11882	5465.29	72.87
▲ ASSISTANT FIRE CHIEF** Effective Nov. 25, 2013	140	A			
		B			
		C	10501	4830.08	57.50
		D	10765	4951.51	58.95
		E	11035	5075.70	60.43
		F	11309	5201.73	61.93
		G	11592	5331.90	63.48
		H	11882	5465.29	65.06

<b>CLASS TITLE</b>	<b>INDEX</b>		<b>MONTHLY</b>	<b>BI-WEEKLY</b>	<b>HOURLY</b>
▲ CHIEF FIRE INSPECTOR*	122	A	8711	4006.75	57.24
		B	8928	4106.56	58.67
		C	9151	4209.13	60.13
		D	9381	4314.92	61.64
		E	9616	4423.01	63.19
		F	9855	4532.94	64.76
		G	10102	4646.56	66.38
		H	10354	4762.47	68.04
▲ CHIEF FIRE INSPECTOR*	127.4	A	9096	4183.83	59.77
		B	9323	4288.24	61.26
		C	9556	4395.42	62.79
		D	9796	4505.81	64.37
		E	10042	4618.96	65.99
		F	10291	4733.49	67.62
		G	10549	4852.16	69.32
		H	10812	4973.13	71.04
▲ CHIEF FIRE INSPECTOR*	133.2	A	9510	4374.26	62.49
		B	9748	4483.73	64.05
		C	9991	4595.50	65.65
		D	10242	4710.95	67.30
		E	10499	4829.16	68.99
		F	10760	4949.21	70.70
		G	11029	5072.94	72.47
		H	11305	5199.89	74.28
▲ CHIEF FIRE INSPECTOR*	139.1	A	9932	4568.36	65.26
		B	10179	4681.97	66.89
		C	10434	4799.26	68.56
		D	10695	4919.31	70.28
		E	10964	5043.04	72.04
		F	11236	5168.16	73.83
		G	11517	5297.41	75.68
		H	11805	5429.87	77.57
▲ CHIEF FIRE INSPECTOR*	145.1	A	10360	4765.23	68.07
		B	10618	4883.90	69.77
		C	10884	5006.25	71.52
		D	11157	5131.82	73.31
		E	11437	5260.61	75.15
		F	11721	5391.24	77.02
		G	12014	5526.01	78.94
		H	12315	5664.46	80.92



CLASS TITLE	INDEX		MONTHLY	BI-WEEKLY	HOURLY
FIRE ALARM OP/CLERK	70	A	4852	2231.75	29.76
		B	4974	2287.86	30.50
		C	5098	2344.90	31.27
		D	5226	2403.77	32.05
		E	5356	2463.57	32.85
		F	5490	2525.20	33.67
		G	5627	2588.22	34.51
		H	5768	2653.07	35.37
FIRE ALARM OP/CLERK	75	A	5199	2391.35	31.88
		B	5329	2451.15	32.68
		C	5462	2512.32	33.50
		D	5599	2575.34	34.34
		E	5739	2639.73	35.20
		F	5882	2705.51	36.07
		G	6029	2773.12	36.97
		H	6180	2842.58	37.90
FIRE ALARM OP/CLERK	80	A	5546	2550.96	34.01
		B	5684	2614.44	34.86
		C	5826	2679.75	35.73
		D	5972	2746.90	36.63
		E	6122	2815.90	37.55
		F	6274	2885.81	38.48
		G	6431	2958.03	39.44
		H	6592	3032.08	40.43
FIRE ALARM OP/CLERK	90	A	6239	2869.72	38.26
		B	6395	2941.47	39.22
		C	6555	3015.06	40.20
		D	6719	3090.50	41.21
		E	6887	3167.77	42.24
		F	7059	3246.89	43.29
		G	7235	3327.84	44.37
		H	7416	3411.09	45.48
FIRE ALARM OP/CLERK	100	A	6932	3188.47	42.51
		B	7105	3268.04	43.57
		C	7283	3349.92	44.67
		D	7465	3433.63	45.78
		E	7652	3519.64	46.93
		F	7843	3607.50	48.10
		G	8039	3697.65	49.30
		H	8240	3790.10	50.53

CLASS TITLE	INDEX		MONTHLY	BI-WEEKLY	HOURLY
FIRE ALARM OP/CLERK	102	A	7071	3252.41	43.37
		B	7247	3333.36	44.44
		C	7429	3417.07	45.56
		D	7614	3502.17	46.70
		E	7805	3590.02	47.87
		F	8000	3679.71	49.06
		G	8200	3771.70	50.29
		H	8405	3866.00	51.55
MECHANIC	112	A	7764	3571.16	44.64
		B	7958	3660.39	45.75
		C	8157	3751.93	46.90
		D	8361	3845.76	48.07
		E	8570	3941.89	49.27
		F	8784	4040.32	50.50
		G	9004	4141.52	51.77
		H	9229	4245.01	53.06
MECHANIC	117	A	8110	3730.31	46.63
		B	8313	3823.68	47.80
		C	8521	3919.35	48.99
		D	8734	4017.33	50.22
		E	8953	4118.06	51.48
		F	9176	4220.63	52.76
		G	9406	4326.42	54.08
		H	9641	4434.51	55.43

\*All those appointed to this rank, unless they have served in the capacity of Chief Fire Inspector on a temporary basis for sufficient periods of time to qualify for a higher step, shall be paid at the first step in the scale for their first six (6) months. Progression to each subsequent higher step shall take place after six (6) months at the previous step.

\*\*Receives the next higher increment following the completion of six (6) months of service in this position except that any employee who has acted in the rank of Assistant Fire Chief shall, upon permanent appointment to that rank, receive as a credit toward eligibility for placement at the second increment of the pay range, all full tours of duty acted by them as an Assistant Chief the twelve (12) month period immediately preceding their permanent appointment to the rank of Assistant Fire Chief.

The monthly salaries for the Firefighter, Fire Inspector 1 and Fire Alarm Operator/Clerk are derived by applying their respective differentials to the monthly salary of the fourth year Firefighter. The monthly salaries for all other classes are derived by applying their respective differentials to the monthly salary of the eleventh year Firefighter.

▲ These rates use the 11th year Firefighter rate as a base. All others are based on the 4th year Firefighter rate.

● Increments are granted on an employee's anniversary and subsequent anniversaries of their appointment to the position.

## SENIORITY LIST

Effective Date: April 1, 2016

Employee Name	Date Entering Fire Service	Date of Entering City Service
1. Grossman, D.	1987 Apr 13	1987 Apr 13
2. Wilson, D.	1989 Jul 4	1989 Jul 4
3. MacDonald, R.	1989 Oct 30	1989 Oct 30
4. Zelter, B.	1990 Jun 18	1990 Jun 18
5. Bulpitt, E.	1990 Jul 23	1990 Jul 23
6. Loss, P.	1991 Mar 11	1991 Mar 11
7. Torget, S.	1991 Jun 17	1991 Jun 17
8. MacInnes, T.	1991 Jun 17	1991 Jun 17
9. Knutson, Q.	1992 May 25	1992 May 25
10. Malcom, T.	1992 May 25	1992 May 25
11. Bergman, C.	1992 May 25	1992 May 25
12. Puchailo, R.	1992 Oct 13	1992 Oct 13
13. Laing, J.	1994 Dec 5	1994 Dec 5
14. Keen, R.	1994 Dec 5	1994 Dec 5
15. Phillips, D.	1995 Aug 14	1995 Aug 14
16. Stuber, R.	1995 Aug 14	1995 Aug 14
17. Williams, E.	1995 Aug 14	1995 Aug 14
18. Cartwright, J.	1995 Aug 14	1995 Aug 14
19. Conley, T.	1995 Aug 14	1995 Aug 14
20. Reid, G.	1995 Aug 14	1995 Aug 14
21. Denhoed, G.	1997 Jun 9	1997 Jun 9
22. Marshall, L.	1998 Jun 30	1998 Jun 30
23. Barranti, J.	1998 Sep 14	1998 Sep 14
24. Davie, B.	1999 Apr 19	1999 Apr 19
25. Floris, D.	1999 Apr 19	1999 Apr 19
26. Gill, J.	1999 Apr 19	1999 Apr 19
27. Pakulak, S.	1999 Apr 19	1999 Apr 19
28. Black, C.	2000 Feb 28	1996 Sep 25
29. Edwards, D.	2000 Oct 2	2000 Oct 2
30. McCullough, R.	2000 Oct 2	2000 Oct 2
31. Rempel, A.	2001 Jan 2	2001 Jan 2
32. Nemeth, P.	2001 Feb 5	2001 Feb 5
33. Bailey, G.	2001 Jun 11	2001 Jun 11
34. Schneider, T.	2001 Jun 11	2001 Jun 11
35. Ius, K.	2001 Jun 11	2001 Jun 11
36. Lindenbach, D.	2002 Mar 4	2002 Mar 4
37. Bruce, C.	2002 Mar 4	2002 Mar 4
38. Matson, D.	2002 Mar 4	2002 Mar 4
39. Romanyk, J.	2003 Oct 20	1999 Sep 28
40. Morin, B.	2003 Oct 20	2003 Oct 20
41. Shokar, B.	2003 Oct 20	2003 Oct 20
42. Kula, K.	2003 Oct 20	2003 Oct 20
43. Rutledge, D.	2003 Oct 20	2003 Oct 20
44. Mulleda, A.	2004 May 10	2004 May 10
45. Adamson, P.	2004 May 10	2004 May 10

46. Cameron, M.	2004 May 10	2004 May 10
47. Schlecker, F.	2004 May 10	2004 May 10
48. Fullerton, J.	2004 May 13	2004 May 13
49. Gardiner, T.	2005 Sep 6	2005 Sep 6
50. Berube, C.	2005 Sep 6	2005 Sep 6
51. Tyler, J.	2005 Sep 6	2005 Sep 6
52. Doucette, J.	2005 Sep 6	2005 Sep 6
53. Calogiros, C.	2005 Sep 6	2005 Sep 6
54. Poelzer, M.	2005 Sep 6	2005 Sep 6
55. Mitchell, D.	2006 Aug 1	2006 Aug 1
56. Sarson, D.	2006 Aug 1	2006 Aug 1
57. Bourdeaud'huy, J.	2006 Aug 1	2006 Aug 1
58. Stewart, J.	2007 Jun 4	2007 Jun 4
59. Poole, M.	2007 Jun 4	2007 Jun 4
60. Clapton, C.	2007 Jun 4	2007 Jun 4
61. Lange, J.	2007 Jun 4	2007 Jun 4
62. Schiebler, J.	2007 Jun 4	2007 Jun 4
63. Auer, C.	2007 Jun 4	2007 Jun 4
64. Sherwood, A.	2007 Jun 4	2007 Jun 4
65. James, R.	2007 Jun 4	2007 Jun 4
66. Tougas, T.	2012 Mar 9	2012 Mar 9
67. Sharkey, J.	2012 Mar 9	2012 Mar 9
68. Zimmermann, J.	2012 Mar 9	2012 Mar 9
69. McCaig, J.	2012 Mar 9	2012 Mar 9
70. Gambicourt, D.	2012 Mar 9	2012 Mar 9
71. Baranj, A.	2013 Mar 4	2013 Mar 4
72. Murray, D.	2013 Mar 4	2013 Mar 4
73. Campbell, I.	2013 Mar 4	2013 Mar 4
74. Paterson, C	2013 Mar 4	2013 Mar 4
75. Javens, D	2014 Mar 31	2014 Mar 31
76. MacLean, M.	2014 Mar 31	2014 Mar 31
77. Lowden, S.	2014 Mar 31	2014 Mar 31
78. Downey, S.	2014 Mar 31	2014 Mar 31
79. Hayre, J.	2014 Mar 31	2014 Mar 31
80. Dunbar, A.	2014 Mar 31	2014 Mar 31
81. Tremblett, R.	2015 Jan 05	2015 Jan 05
82. Schick, C.	2015 Jan 05	2015 Jan 05
83. Reppen, C.	2015 Jan 05	2015 Jan 05
84. Mikoda, K.	2015 Mar 30	2015 Mar 30
85. Hlina, K.*	2015 Dec 07	2015 Dec 07
86. Stockbruegger, K.*	2015 Dec 07	2015 Dec 07
87. Lasell, B.*	2015 Dec 07	2015 Dec 07
88. Lakey, T.*	2015 Dec 07	2015 Dec 07
89. Hutton, J.*	2016 Jan 18	2016 Jan 18
90. Picher, E.*	2016 Jan 18	2016 Jan 18
91. Wells, C.*	2016 Jan 18	2016 Jan 18
92. Mayer, B.*	2016 Jan 18	2016 Jan 18
93. Brill, S.*	2016 Jan 18	2016 Jan 18
94. Noma, D*	2016 Jan 18	2016 Jan 18

\* Temporary Fulltime Employees

**LETTERS OF AGREEMENT**

**2014:**

- #1 – 2014 Hours of Work – Fire Prevention Division (Revised October 2015)
- #2 – 2014 Fire Prevention Task Force (Revised October 2015)
- #3 – 2014 Clothing Issue Agreement (Revised October 2015)
- #4 – 2014 Promotional Protocols (Revised October 2015)
- #5 – 2014 Restructuring of Operational Deployment (Revised October 2015)
- #7 – 2014 Tour of Duty Adjustments to Accommodate Training, Inter-Shift and Inter-Division Transfers (Revised October 2015)
- #8 – 2014 Provision for Proration of Vacation Entitlement (Revised October 2015)

**2015:**

- #1 – 2015 Long Service Leave
  - #2 – 2015 Restructuring Committee
- Attachments:**
- Operational Guideline – Officer Promotional Process (EDMS #772277)
  - Fire Development Program Request Letter (EDMS #772505)
  - Fire Officer Career Development Program (EDMS #439425)
  - Fire Officer I & II-Captain (EDMS #649984)
  - Fire Officer III – Platoon Captain (EDMS #614656)
  - Policy: Code of Conduct (EDMS #326244)
  - Policy: Respectful Workplace and Human Rights Policy (EDMS #133506)
  - Policy: Attendance and Disability Management – Fire (EDMS #408502)
  - Terms of Reference – Captain (EDMS #771957)
  - Terms of Reference – Training Captain (EDMS #771962)
  - Terms of Reference – Platoon Captain (EDMS #771959)
  - Terms of Reference – Chief Training Officer (EDMS #771960)

**Note:**

- #6 – 2014 Restructuring of Operational Staffing (Temporary Transitional Agreement)  
Expired

## Letter of Agreement #1-2014(Revised October, 2015)

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THE CITY OF NEW WESTMINSTER

and

IAFF, LOCAL 256

### **RE: Hours of Work Fire Prevention Division**

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CITY OF NEW WESTMINSTER (hereinafter called "the Employer");

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE NEW WESTMINSTER FIRE FIGHTERS' UNION, IAFF LOCAL 256 (hereinafter called "the Union");

#### **TERM:**

The Employer and the Union agree that this LOA forms part of the Collective Agreement and shall become effective upon ratification and remain in effect for the duration of the current 2012-2019 Collective Agreement as well as any statutory extensions provided for under the labour relations code and fire and police service collective bargaining act.

#### **SCOPE:**

The Employer and the Union acknowledge that there is a need and desire to alter the hours of work for the Fire Prevention Division with respect to the Fire Inspector 1 and the Fire Inspector 2. With the implementation of the Fire Prevention "Task Force" and with the increasing need to serve the public seven days a week not only in Suppression but also in Prevention, it is agreed that alternate scheduling in the Fire Prevention Division will accomplish this objective.

To achieve the desired objective the Employer and the Union agree to alter the language contained in the Collective Agreement under Article 4.1 – Hours of Work, subsection 'b' as indicated by that which follows.

- 1) All provisions, terms and working conditions of the collective agreement shall prevail except when expressly provided for otherwise herein, without exception, unless mutually agreed upon by both parties.
- 2) The Class of Fire Inspector 3 shall work thirty-five (35) hours per week, with a schedule of seven (7) hours per day exclusive of a one hour lunch break, Monday to Friday in accordance with Article 4.1 b) of the Collective Agreement.
- 3) The Class of Fire Inspector 1 and Fire Inspector 2 shall work an average of thirty-five (35) hours per week and eight and three-quarter (8.75) consecutive hours per day exclusive of a one (1)

## Letter of Agreement #1-2014(Revised October, 2015)

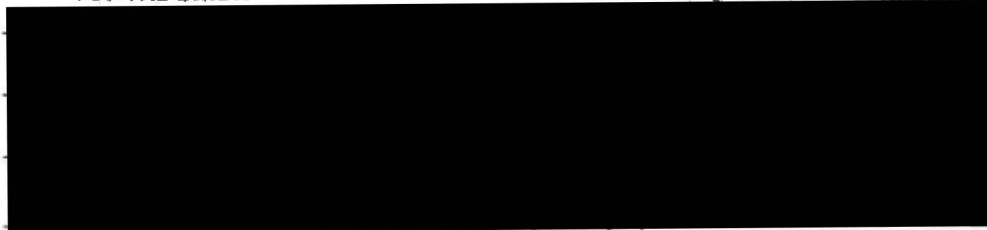
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hour lunch break. Hours shall be balanced over the 56 day cycle and the schedule shall consist of consecutive working days in any given week.

- 4) The Class of Fire Inspector 1 and Fire Inspector 2 shall work one of the rotating schedules as follows: Fire Inspector 1 – five (5) days working, followed by two (2) days off followed by three (3) days working, followed by four (4) days off continuously repeated. Fire Inspector 2 – three (3) days working followed by Two (2) days off followed by five (5) days working followed by Four (4) days off continuously repeated. – see attached shift example
- 5) When required to work on a Statutory Holiday, the Fire Inspector 1 and Fire Inspector 2 shall be compensated in accordance with Article 7.3 c) of the Collective Agreement.
- 6) When a holiday falls on any day where no other day has been proclaimed in lieu of it, the Employer will provide the Fire Inspector 1 or the Fire Inspector 2 another paid holiday or with an additional day of pay in accordance with Article 7.3 b) of the Collective Agreement.
- 7) At the conclusion of the agreement, and upon mutual agreement between the parties, this agreement may be lengthened for an additional defined period of time or if mutually agreed upon, entered as an amendment to the Collective Agreement on a permanent basis.
- 8) The terms of this Letter of Understanding may be enforced under the Grievance Procedure in the Collective Agreement, including grievance arbitration.
- 9) The Fire Inspector 1 and Fire Inspector 2 members may be approved for shift exchange in the same manner as all other suppression members.

FOR THE UNION

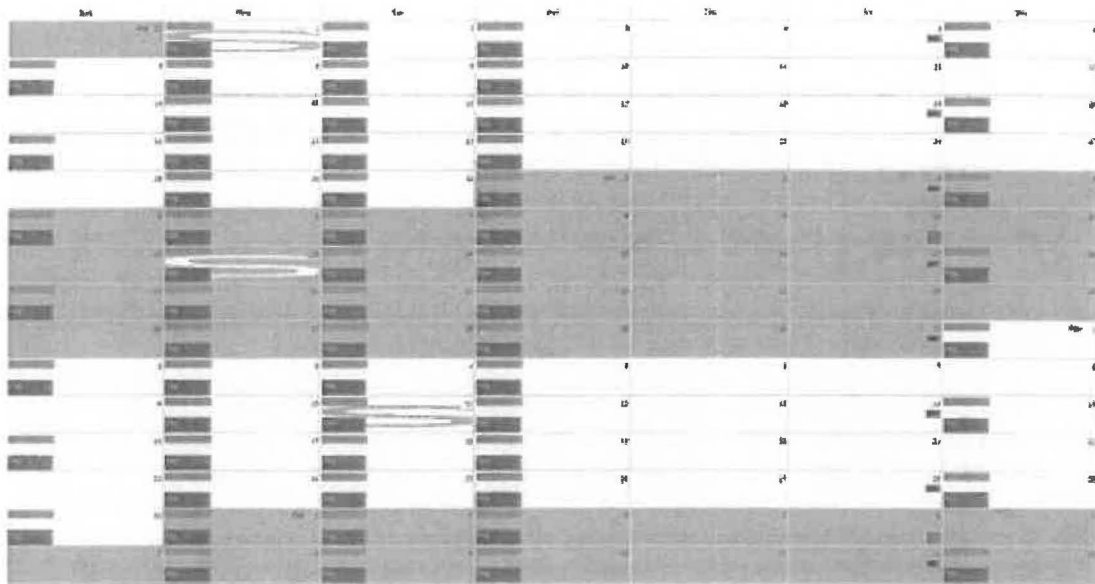
FOR THE CITY OF NEW WESTMINSTER



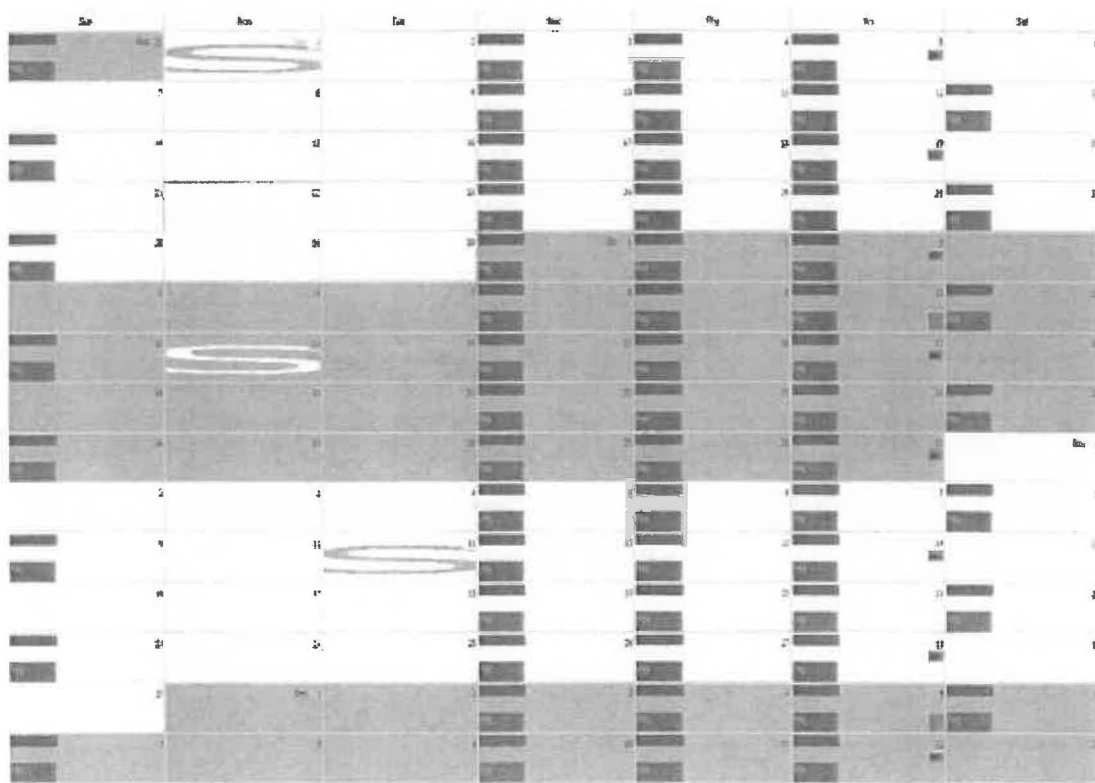
10 Nov 2015  
Date

Letter of Agreement #1-2014(Revised October, 2015)

Task Force 1 Shift Pattern



Task Force 2 Shift Pattern





## Letter of Agreement #2-2014(Revised October, 2015)

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THE CITY OF NEW WESTMINSTER

and

IAFF, LOCAL 256

### RE: FIRE PREVENTION TASK FORCE

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CITY OF NEW WESTMINSTER (hereinafter called "the Employer");

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE NEW WESTMINSTER FIGHTERS' UNION, IAFF LOCAL 256 (hereinafter called "the Union");

#### **TERM:**

The Employer and the Union agree that this LOA forms part of the Collective Agreement and shall become effective upon ratification and remain in effect for the duration of the current 2012-2019 Collective Agreement as well as any statutory extensions provided for under the labour relations code and fire and police service collective bargaining act.

#### **SCOPE:**

The Employer and the Union agree that there is a mutual desire to proactively review and audit the inventory of buildings in the City of New Westminster with respect to age and type of construction as well as the population demographics of the residents as a fire prevention initiative.

To achieve the desired objective the Employer and the Union agree to cooperate in the development of Fire Prevention Task Force (the "Task Force") whose objective is to identify all buildings and assess and evaluate all fire and safety related risks as follows:

- 1) All provisions, terms and working conditions of the collective agreement shall prevail except when expressly provided for otherwise herein, without exception, unless mutually agreed upon by both parties.
- 2) If a member of the "Task Force" becomes eligible for a promotion in Fire Suppression during the time of their commitment to the "Task Force", such promotion shall not be withheld from the member and the resulting rate of pay from the promotion shall be the subsequent rate of pay for the member for the duration of their commitment to the "Task Force".
- 3) Applicants for the "Task Force" may be from any rank. Any member selected to serve as a Task Force Captain must be minimally qualified to act as a Suppression Captain.

## Letter of Agreement #2-2014(Revised October, 2015)

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- 4) Any member that accepts a position with or is assigned to the "Task Force" shall not be eligible for acting pay for the duration of the commitment.
- 5) The Employer and the Union agree to cooperate and collaborate to achieve the desired objectives in developing and operating the Fire Prevention Task Force ("the Task Force") for the term of this agreement.
- 6) Due to the desire to have these postings filled in a timely manner, in this instance, the Union agrees to a shortened posting. The Employer will post for fourteen (14) days, a notice at all work sites seeking interested members for participation in the task force. The posting shall provide all details related to working conditions, and the employer's expectations of team members.
- 7) Members who are selected to participate in "the Task Force" shall not suffer any loss of pay, benefits or rank.
- 8) The most senior members who apply to be selected for the posting shall form "the Task Force" team members.
- 9) If there are not a minimum number of applicants to the posting, the remaining positions will be filled with the most junior members who have successfully completed their probation period.
- 10) The Employer and the Union will collaborate to develop "the Task Force" scope, methods and hours of operation, which shall in part include: an Education Program for residents and owners, a "Home Safe" program, A Smoke Detector program, evaluating and improving the interoperability of Bylaws, Police, Building & Planning with the Fire Service, and other associated tasks.
- 11) The "Task Force" team members shall work four consecutive ten (10) hour days with four consecutive 24-hour periods off depending on operational needs. All shifts will be balanced over a 56-day cycle. It is understood that "Task Force 1" and "Task Force 2" will normally work opposite shift patterns in order to cover operational needs.
- 12) The start time of the shift shall be 08:00 hours and may be changed with fourteen (14) days notice to as early as 07:00 hours and with shifts ending no later than 22:00 hours, as determined by the employer due to a bona fide operational need to achieve the "Task Force" objectives. If notice of altered hours is less than fourteen (14) days, the right of refusal shall be with the "Task Force" members.
- 13) The "Task Force" team members shall be divided into two shifts (platoons) of two members each known as "TF1" and "TF2".
- 14) "Task Force" team members may be approved for shift exchange in the same manner as all other suppression members.

## Letter of Agreement #2-2014(Revised October, 2015)

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- 15) "Task Force" team members, for purposes of seniority and promotions, shall for all intents and purposes be considered suppression division members and suffer no loss of seniority for any time spent as a member of the "Task Force".
- 16) The Employer and the Union will review the work of the "Task Force" monthly at Labour Management meetings and report to the membership the progress of the "Task Force" quarterly.
- 17) The Employer and the Union agree to cooperate in keeping each other informed and aware of any communication related to the work of the team that may be made to the City's leadership team including Mayor and Council, Fire Service personnel, the public or media.
- 18) It is agreed that should either party feel that the terms of this agreement are not being adhered to or that the intent of the agreement is not being respected, the initial approach to redress will be an attempt to deal with the issue through dialogue at the initial stages of the grievance procedure. Any of the terms of this Letter of Agreement can be enforced under the Grievance Procedure in the Collective Agreement, including Grievance Arbitration.
- 19) As it may be required of the "Task Force" members to attend at a large scale incident at the call of the employer, it will be required that all "Task Force" members maintain their core suppression skills, for example but not limited to F.R./AED, Auto Extrication, E.V.O., and Fire Ground skills and tactics, at an appropriate level. Such training shall be scheduled for and provided at the discretion of the Chief Training Officer.
- 20) Task Force members will be utilised as suppression staffing during times when the daily suppression roster has vacancies that the Task Force can fill. (Reference, LOA # 5-2014).
- 21) Any sickness, injury or absence of any kind that may result in a total absence of more than one month will result in the affected "Task Force" member being removed from the "Task Force". In this instance, the Union will agree to a temporary posting that will be posted for no less than Fourteen (14) calendar days to fill the vacancy. The posting shall be posted at all work sites. The posting shall provide all details related to working conditions, and the employer's expectations of team members. If any of the terms from the original posting are altered, the changes shall first be conveyed to the Union and the posting must be posted in accordance with the Collective Agreement, a minimum of thirty (30) days.
- 22) Both parties enter into this Letter of Agreement understanding that it is without prejudice to any future positions that either party may take regarding the intent or meaning of any provisions herein with respect to future rounds of collective bargaining. Further, the Agreement is without prejudice to any provisions that either party may table in any future round of collective bargaining, and cannot be used as evidence in mediation or interest arbitration.
- 23) Short, Medium, and Long Term Sickness shall be deducted from "Task Force" members at a rate of 12 hours per shift.

Letter of Agreement #2-2014(Revised October, 2015)

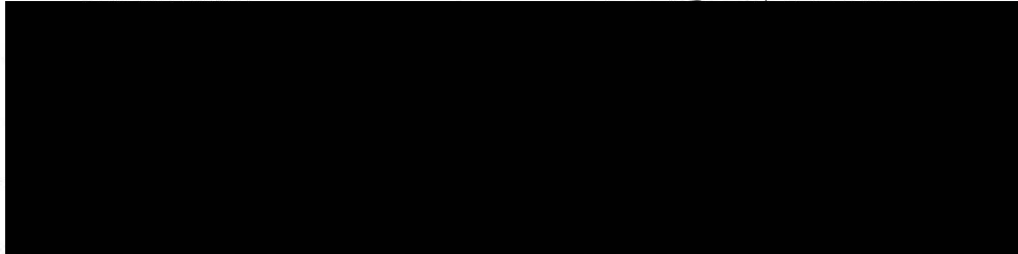
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24) Fire Stat, Fire Vacation and Gratuity credits taken in time will be deducted at a rate of 12 hours per shift.

25) Task Force personnel working during a statutory holiday will be compensated as per the Collective Agreement.

FOR THE UNION

FOR THE CITY OF NEW WESTMINSTER



Date

NOV 10/15

**LETTER OF AGREEMENT #3 – 2014 (Revised October, 2015)**

**THE CITY OF NEW WESTMINSTER**

and

**I.A.F.F. LOCAL 256**

**RE: CLOTHING ISSUE AGREEMENT**

**THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CITY OF NEW WESTMINSTER (hereinafter called "the Employer")**

**AND**

**THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE NEW WESTMINSTER FIREFIGHTERS' UNION, IAFF LOCAL 256 (hereinafter called "the Union")**

**TERM:**

This agreement will remain in place until March of 2016 after which the process, costs and agreement will be reviewed.

**SCOPE:**

The Standard Issue, Optional Issue, Dress Uniform, New Recruits, Retirement and Default Issue will together be known as the Clothing Issue Package.

The current clothing issue in the Collective Agreement has not been visited for number of years and provides limited flexibility for both the Employer and the Union. This agreement between the Employer and the Union is to find an arrangement which will both help the Employer meet departmental needs while providing flexibility to the Union. The new agreed upon clothing issue will also maintain cost neutrality when compared to the negotiated clothing issue currently in the 2010-2011 Collective Agreement.

**General**

The trial Clothing Issue Package will be made up of the 6 above mentioned issue sections. Through the Clothing Order Rules, Clothing Order Sheet and O.G. on Departmental Dress and

Presentation, members will be able to determine their own individual needs to complete a professional and current clothing inventory.

### **Administration**

Administration of the Clothing Issue will be done by both the Employer and Union. The Employer will be responsible for placing all finalized orders as compiled by the Union, handling exchanges and returns on defective/miss measured merchandise. The Union will fill Order Forms, compile a finalized list of items to be ordered and distribute Clothing Issue when it arrives. The Employer will provide an appropriate space in which the Clothing Issue may be distributed from.

### **Costs**

It is acknowledged by both the Employer and the Union that costs of the Clothing Issue will go up over time due to reasons out of control of both the Employer and Union. As such, part of this agreement will be to determine and agree on a way to make adjustments for such cost increases. Such an agreement will need to be agreed upon by both the Employer and the Union.

Costs of items on the Clothing Order sheet will be rounded up to the nearest dollar eg: \$9.75 would be rounded to \$10.00 and \$9.25 would be rounded to \$10.00. The leftover amount of each members clothing allowance would be applied to the maintenance of the "Honour Guard's" uniforms and accessories (decorative axes, medals, flags etc.).

### **Changes to the 2010-2011 Collective Agreement**

A number of items may need to be changed based on a successful two year trial of the new Clothing Issue. At the end of the two year trial, the Employer and the Union will meet and agree on changes to be made to the Collective Agreement, if any. In the event the changes cannot be mutually agreed upon, both parties agree to revert to the current languages in the Collective Agreement.

### **Article 6. Special Allowances**

#### **6.1 Uniform Issue**

- a) i) Except where circumstances are beyond the control of the Employer, within (30) calendar days of the date of hire of all new employees, the following new clothing issue will be provided:
- one pair of work boots

- four (4) work shirts (Fire Inspectors to receive five (5) dress shirts (light blue) in lieu of work shirts);
  - three (3) pairs of trousers;
  - one (1) belt and one (1) buckle;
  - one (1) set of Gore-Tex jacket and pants with integral insulated liner;
  - four (4) t-shirts with department insignia and member number;
  - two (1) pairs of shorts with department insignia and member number;
  - the use of coveralls.
- ii) Except for Fire Inspectors who shall receive a dress uniform as soon as possible following their appointment, the Employer will provide, upon completion of the probationary period, each new employee referenced above a complete new uniform as follows:
- one (1) dress tunic;
  - one (1) dress cap;
  - one (1) cap badge;
  - one (1) dress shirt (light blue);
  - one (1) pair of black striped dress trousers;
  - one (1) tie;
  - one (1) pair of oxford shoes;
  - one (1) raincoat (poly);
  - one (1) firefighter badge complete with members name and number.

Articles 6.1 iv, v, vi, vii would be replaced by the following:

- iv) Except for reasons beyond the control of the Employer, on or before February 1st of each year, employees will receive their issue as per the current Employer/Union agreed upon clothing order form. The order form is a living document, which will be agreed upon each year by the Employer and Union. It has been established as a living document in order to be flexible to departmental/member needs. A current version of an Order Sheet, Guidelines and Clothing Issue rules can be found in Schedule C? of the Collective Agreement.

Article 6.1 c) would be replaced by the following:

- c) Employees who will be retiring will be responsible to order the following:
- one (1) retirement blazer;
  - one (1) pair of slacks;

- one (1 ) shirt;
- one (1 ) pair of dress shoes;
- one (1) tie.

### **New Article(s)**

Article 6.1 v) would be added and would read as following:

v) Uniform Kit:

With reasonable notice, a member may be requested by either the Employer or Union Executive to produce, for inspection, all items in the "Uniform Kit". Items not in an acceptable condition must be ordered in following orders to complete the members "Uniform Kit".

Definition of a required "Uniform Kit":

- |  |                                     |
|--|-------------------------------------|
| four (4) dress shirts;                               | Confirmed Officers, Fire Inspectors |
| one (1) dress shirt;                                 |                                     |
| four (4) work shirts;                                | Suppression members                 |
| three (3) pairs of work pants;                       |                                     |
| one (1) dress Tunic;                                 |                                     |
| one (1) dress pants with black stripe;               |                                     |
| one (1) dress cap with badge;                        |                                     |
| one (1) tie;   |                                     |
| one (1) raincoat;                                    |                                     |
| one (1) set of Gore-Tex raingear (jacket and pants); |                                     |
| one(1) belt and buckle;                              |                                     |
| one (1) pair of dress shoes;                         |                                     |
| one (1) pair of work boots;                          |                                     |
| two (2) pairs of black socks.                        |                                     |

Article 6.1 vi) would be added and would read as following:

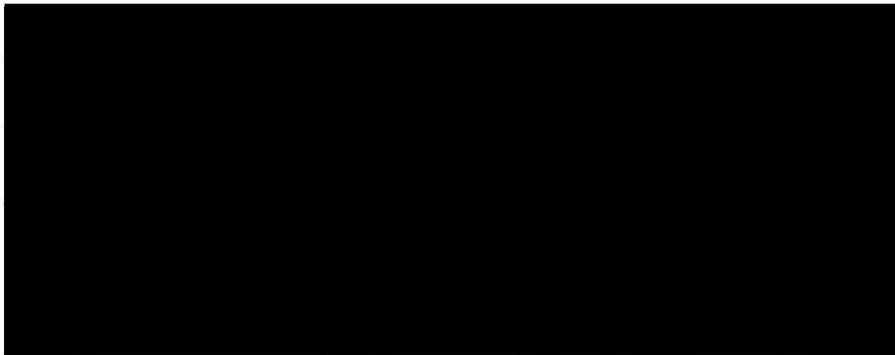
vi) Officer Epaulettes and Bugles:



Replacement Epaulettes & Bugles for lost or damaged items (except in unusual circumstances, e.g. contamination from body fluids) can be ordered through members' yearly clothing allowance.

For the Union

For the City of New Westminster



10 Nov / 2015

LETTER OF AGREEMENT #4 – 2014 (Revised October, 2015)

THE CITY OF NEW WESTMINSTER  
and  
IAFF, LOCAL 256

**RE: PROMOTIONAL PROTOCOLS**

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CITY OF NEW WESTMINSTER (hereinafter called "the Employer");

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE NEW WESTMINSTER FIGHTERS' UNION, IAFF LOCAL 256 (hereinafter called "the Union");

**TERM:**

This agreement shall remain in full force and effect until mutually agreed by both parties to amend it. Provision for review of this Letter of Agreement will be open to review and amendment with 90 days written notice by either party.

**SCOPE:**

The Employer and the Union agree that the intent of this letter is to avoid any confusion regarding Article 4.3 Promotional Policy, specifically Subsection (a). It is agreed by both parties that the purpose of this letter is to provide clarification of intent and it is not intended to alter the terms and conditions of the Collective Agreement.

The application of the principals contained herein will pertain to all promotions in suppression regardless of which qualifying position a member is seeking. The following provides the details with respect to intent and interpretation of the Collective Agreement:

- 1) All provisions, terms and working conditions of the collective agreement shall prevail except where expressly provided for otherwise herein, without exception unless mutually agreed to by the parties.
- 2) The Employer agrees that any vacancy in an officer rank shall be posted immediately upon the vacancy being created. Given a situation where there are qualified members in the acting pool that have completed their probationary period successfully, the next senior qualified member will be confirmed into the vacant position and the Employer may forego the posting process.
- 3) The Employer and the Union agree to inform the membership prior to the start of holiday selection in any given year of the promotional processes that are foreseen for the following calendar year. This will assist members to select their holidays accordingly so as not to preclude any member from taking part in a process in accordance with their seniority. (The first labour management meeting after the summer break the Employer and Union will discuss potential

vacancies in the upcoming year and determine the number of officers required to fill potential vacancies. Notice will be given prior to holiday selection.

- 4) The Employer is responsible to determine the operational needs of the Fire Department. Should they determine there is a need for additional qualified officers, regardless of which position; a notice shall be posted relevant to the need, seeking members interested.
- 5) Postings shall provide all details pertaining to the required qualifications, process and measures the employer shall use for a member to succeed. The posting shall indicate a start date for training programs as well as a completion date. Any member that is taking part in any specific promotional process, regardless of whether that member has completed all process requirements, will not be able to act or be promoted until the process completion date has passed and all relevant components of the program are complete. This will allow each member an equal opportunity to complete the process. Subsequent to the scheduled, pre-determined completion date, members will be allowed to act out of seniority. As senior members complete their course requirements, acting work shall once again be by seniority.
- 6) The Employer agrees that all bargaining unit promotions will be filled from qualified internal applicants providing there is an interest from members.
- 7) The senior applicant shall be provided the opportunity to enter promotional training programs and the senior qualified applicant shall be provided permanent promotions. Qualification for promotion shall include acting in the sought capacity for no less than 96 scheduled shifts worked. During this acting period, there shall be 3 performance evaluations conducted (evenly spaced). After the third and final performance review, an oral assessment/review shall be scheduled and conducted. Upon successful completion of the 'acting' period, as well as an overall grade of more than 70% (combined grade of all components in the scoring matrix), the candidate will be deemed fit for promotion.
- 8) If a member declines an opportunity to participate in any part of the promotional protocol, their seniority would fall in behind the last successful applicant but senior to any applicants in the seniority grouping that follows.
- 9) Acting opportunity shall be in accordance with where the applicant fits according to #8 above. Their seniority shall be compromised for the purpose of the specific opportunity related to item #8 above and they shall return to their rightful seniority position for acting opportunity and permanent promotion, when they have been out of step as long as they were delayed by their actions as indicated in item #8 above up to a maximum of three (3) years (time out vs. time in). Any seniority lost for acting or promotion is temporary until meeting the necessary requirements for the promotion applied for, but in any event no longer than three (3) years. Reference Local 256 "Proposed Clarification of 'Time in Time out Calculation" – appendix I
- 10) Junior members will not be permitted to bypass senior members except as expressly provided for in item #8 above and even then only if coincidental to the timing of the temporary compromise of seniority caused by the senior members actions as indicated in item #8 above. Reference Local 256 "Proposed Clarification of 'Time in Time out Calculation".
- 11) Members accepted to the training program are expected to take the applicable promotion that is related to the training program, when the opportunity is provided and finish the program through to its ultimate completion. If a member chooses not to proceed in any specific process

but rather decides to opt out, any overtime costs incurred by the employer for the education of that member in the uncompleted process shall be reimbursed to the employer by the member. If the employer takes issue with the candidate's ability to be promoted, repayment of overtime shall not apply.

- 12) Once a member has achieved a permanent promotion they cannot be bumped as a result of a senior member whose seniority had been temporarily compromised and once they have gained back their rightful seniority.
- 13) The Officer Development program protocols shall be detailed in appendix "A" attached to this Letter and as agreed to by the parties. The parties agree to consider reasonable and relevant requirements and shall not unreasonably withhold agreement.
- 14) It is agreed that the intent of the NWFRS Officer Development Program is for the program to remain current and provide New Westminster Fire & Rescue Services Officers and candidates with the required knowledge, skills and abilities (KSA) necessary for an officer to function at an efficient and appropriate level with excellence in all aspects to protect staff and citizens' lives, and property.
- 15) It is understood that the employer may seek to provide course and curriculum equivalent and or alternative programs or courses that are relevant to specific promotions based on industry accepted standards.
- 16) It is agreed that sufficient number of senior candidates selected by seniority shall be permitted to participate in training programs to ensure an adequate number of qualified members for future promotion and acting duties as can be reasonably predicted.
- 17) The employer agrees to provide for costs associated with the promotional training programs. Members will be compensated in accordance with the Collective Agreement for time spent participating in promotional training programs as directed by the employer and applicant selection procedures except as indicated in #11 above. (Project work and studying will be done at the employee's discretion and will not be compensated for the time spent).
- 18) The parties shall agree on a scoring matrix for each promotion program attached in Appendix "A" which shall be noted in the postings and shall consist of the following:
  - a. Theory – classroom participation and/or assignments that may include exams
  - b. Practical – Operations scenario that shall be an in-field scenario based on a realistic scenario. A presentation may be substituted where the parties agree.
  - c. Performance Evaluations – up to three of the most recent evaluations may be considered
  - d. Oral Assessment – a Panel of not more than three may conduct an oral assessment of applicants. A reasonable time frame will be allocated for the process. There shall be an agreed to scoring matrix utilized for the panel oral assessment that shall be consistent for all candidates. The same number of principle questions will be required of all candidates.
  - e. Problem Solving – practical, relevant issues related to the scope of the position sought or applied for

- I. It is agreed that where practical, weighting of each of the above components shall be equal, but in any event, no one component, for scoring purposes, shall be weighted high enough to, in and of itself, be cause for failure.
- II. It is agreed that applicants must achieve an agreed to passing grade on each component and an overall agreed to passing grade to achieve qualification to the position sought, which shall be noted in the postings.
- III. It is agreed that successful candidates to a permanent promotion shall have three (3) performance evaluations within a trial period consisting of the first ninety-six (96) scheduled shifts worked. The evaluations shall be spaced evenly apart and shall provide the candidate with enough accurate and constructive feedback so as to assist the candidate to be successful. The performance evaluations are a partnership between the candidate, senior officers mentoring, the Chief Training Officer and the employer. All parties need to be proactive in establishing dates for performance evaluations and completing evaluations as set out by the employer.
- IV. It is agreed that if a candidate is not successful during the trial period (96 scheduled shifts worked) for cause, a temporary seniority placement as described in item #8 would take place and the candidate would be provided remedial assistance designed to assist their success at the next opportunity.
- V. Candidates will only be required to re-do a failed component of the promotional process. Once each component has been finished successfully, it will not have to be repeated in order to be successful. Candidates will have 3 attempts at each failed component. Upon employee request reasonable effort and resources shall be made available from the Employer.

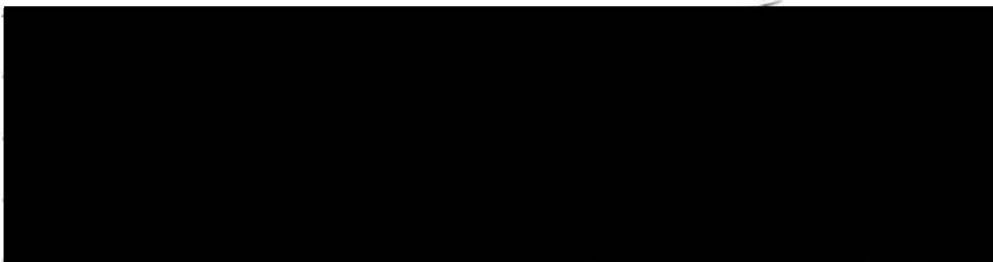
19) The employer agrees that the promotional program shall remain transparent, equitable and provide for seniority when qualified throughout the process.

20) Before any promotions or confirmations are made the parties agree to meet to discuss the appointment.

21) The union shall participate in the process and the union agrees they will appoint a qualified scrutinizer/observer who has completed all aspects of the process or they are not eligible to participate in the process. The observer shall be permitted to provide comment and/or question the employer representatives on matters related to scoring. A qualified observer representing the Union will be compensated by the Local.

FOR THE UNION

FOR THE CITY OF NEW WESTMINSTER



NOV 18 / 15

Date

LETTER OF AGREEMENT #5-2014 (Revised October, 2015)

THE CITY OF NEW WESTMINSTER

and

IAFF, LOCAL 256

**RE: RESTRUCTURING OF OPERATIONAL DEPLOYMENT\***

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CITY OF NEW WESTMINSTER (hereinafter called "the Employer");

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE NEW WESTMINSTER FIGHTERS' UNION, IAFF LOCAL 256 (hereinafter called "the Union");

**TERM:**

This Agreement shall remain in full force and effect until otherwise mutually agreed to by the parties, unless either party provides the other ninety (90) days written notice of their desire to enter into discussion to seek revisions to this agreement. Agreement shall not be unreasonably withheld.

**SCOPE:**

The Employer follows the direction of Mayor and Council with respect to service and staffing levels. The Employer and the Union agree to restructure the staffing and deployment of the bargaining unit positions of the New Westminster Fire Department as follows:

- 1) All provisions, terms and working conditions of the collective agreement shall prevail except where expressly provided for otherwise herein, without exception, unless mutually agreed to by the parties.
- 2) The parties agree that the personnel staffing the day-staff positions such as fire prevention, training and public education may be considered for deployment of suppression activities, at the discretion of the Fire Chief, in response to incidents or to back-fill positions on apparatus, during their normal regularly scheduled hours to avoid overtime.
- 3) All personnel not normally scheduled to suppression duties will be provided, and expected to participate in, the necessary training to maintain certifications where required and maintain the normally expected suppression skill sets, in order to be eligible for deployment to suppression duties by the Fire Chief.
- 4) The Employer is responsible to determine the operational needs of the Fire Department. Should they determine there is a need for fewer or additional personnel or apparatus they shall advise the union in advance of deploying the changes whenever it is practical to do so.

- 5) Notwithstanding item #4 above, the Employer agrees to maintain a minimum in total, of four (4) qualified firefighters, inclusive of the Captain, on Engines 1, 2 and 3 at all times. Rescue 1 / Tower 1 will have a minimum crew of three (3) firefighters inclusive of a Captain with the exception of when the Squad is in service. The Squad, when in service, will have a minimum of two firefighters inclusive of a Captain.
- 6) It is agreed that if on duty, active suppression staffing levels fall below 16 members including five qualified officers as per Article #5 above at any time, the vacant positions shall be filled as per Telestaff rules and as per Article 5.4 'Extra Shifts' of the Collective Agreement. On duty active suppression staff includes FPO and 'Task Force' and 'Training' staff alike.
- 7) At the discretion of the Employer, any vacancy at any rank will be operationally filled either by a qualified firefighter in an acting capacity, a temporary reassignment from another division; I.E. a qualified member from: the Training Division, 'Task Force', FPO, or via extra shifts.
- 8) Vacancies due to illness, injury, or vacation in non-suppression day staff positions shall be filled at the discretion of the Fire Chief.
- 9) It is acknowledged that there are currently five (5) emergency response apparatus normally deployed in ready response operation at present. Should a deployment restructuring result in fewer staffed apparatus in ready response operation, the Employer agrees there will be no loss of Officer's positions in total. Regardless of the operational deployment structure there shall remain a minimum of eighteen (18) confirmed Captains, four Training Captains, 1 Chief Training Officer, 1 Fire Prevention Captain and four (4) confirmed Platoon Captains at all times.

It is agreed that should there be fewer suppression Captains deployed as a result of restructuring, those positions shall transition to another role and scope within the New Westminster Fire and Rescue Service without loss of rank or pay.

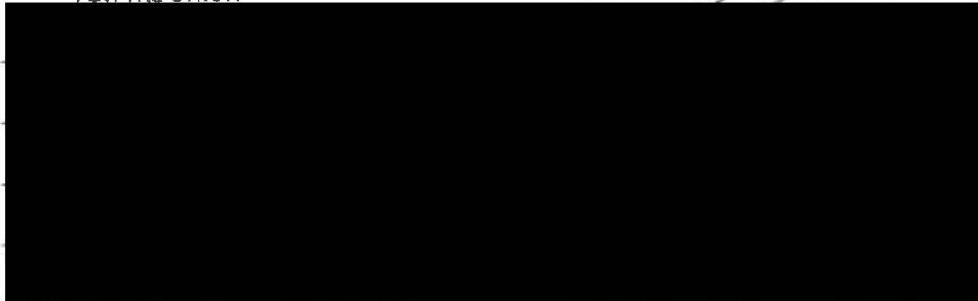
- 10) Hours of Work for the Training Captains: Each training Captain will work two ten-hour days followed by two fourteen-hour nights, followed by four consecutive 24-hour periods off depending on operational needs. All shifts will be balanced over a 56-day cycle. .
- 11) Shift Exchanges: Training Captains may be approved for shift exchanges in the same manner as all other suppression members. Shift exchange requests for the training Captains will be limited to similarly qualified staff.
- 12) Opportunity to transition to a Captain Training Officer shall be posted and the senior qualified applicant shall receive the position. Should there not be enough qualified applicants to fill the available positions, Captains shall be posted to the Captain Training Officer position on the basis of reversed seniority, that is the most junior Captain shall be the Captain Training Officer. After the initial posting has expired, a qualified Captain may express interest in a training Captain position, at any time, with a written letter to the Fire Chief. All members posted or appointed to a Training Captain position must fulfill a commitment to the training division of no less than two years, unless otherwise agreed to by the Fire Chief. After the two year term expires, the newly vacant position will once again be posted and filled in the same manner as it was initially and

again revert to appointment via reversed seniority, should there be insufficient qualified applicants.

\* This letter is without prejudice to the union's grievance concerning a 5<sup>th</sup> Assistant Chief and when signed off this LOU will result in the withdrawal of the grievance concerning Article 4.7.

FOR THE UNION

FOR THE CITY OF NEW WESTMINSTER



CO Nov/2015  
Date



LETTER OF AGREEMENT #7-2014 (REVISED OCTOBER, 2015)

CITY OF NEW WESTMINSTER

and

IAFF, LOCAL 256

**RE: TOUR OF DUTY ADJUSTMENTS TO ACCOMMODATE TRAINING, INTER-SHIFT AND INTER-DIVISION TRANSFERS**

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CITY OF NEW WESTMINSTER (hereinafter called the "Employer");

And

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CITY OF NEW WESTMINSTER FIREFIGHTERS' UNION, LOCAL 256 (hereinafter called "the Union");

**TERM:**

This agreement shall remain in full force and effect until mutually agreed by both parties to amend it. Provision for review of this Letter of Agreement will be open to review and amendment with 90 days written notice by either party.

**SCOPE:**

It has been jointly identified that the language contained in Articles 4.1 and 4.6 of the Collective Agreement is limiting to the Employer with respect to the scheduling of full tours of duty to accommodate training, inter-shift and, permanent shift/division transfers. The purpose of this Letter of Understanding is to identify a joint agreement with respect to altering a "Tour of Duty" to accommodate training programs, inter-shift transfers for training or shift reassignments, transition from recruit training programs and inter-division transfers. Further, it will provide needed clarity to the definition of 'jurisdiction' as it is used in article 4.6 (c) and (d).

**1) TRAINING**

Collective Agreement clauses 4.6 (c) and (d) reference to "jurisdiction" is defined as "under the control of" meaning that in article (c) New Westminster Fire and Rescue Services plans, schedules and delivers the training course or program utilizing in-house trainers, whereas in article (d) the planning, scheduling, and delivery of a training program is under the control of an "outside" agency. This Letter of Understanding also distinguishes between department directed training activities and optional career advancement activities. The following items are either to define or supplement items in Collective Agreement clause 4.6, Training, and as such the following requirements shall be met:

- a) Employee suppression schedules may be modified to accommodate mandatory or optional career advancement training. The Employee shall be provided with 30 calendar days' notice of a

modified schedule for the purpose of training or receiving training unless mutually agreed upon to do otherwise.

- i) The exchange of shifts does not encroach into the 4 dates following an employee's holiday selection.
  - ii) The exchange of shifts does not result in working eight (8) consecutive dates.
- b) In addition to requirements (a) above, employee suppression schedules may be modified to accommodate "in house" mandatory or optional career advancement training provided that:
- i) An exchange for a full tour of duty is for 4 consecutive training days
  - ii) The training duration will be standard suppression day shift of ten (10) hours inclusive of a one (1) hour paid lunch period, unless mutually agreed between the Employer and the Union to do otherwise.
  - iii) The revised schedule to accommodate the training will result in a minimum of 2 consecutive 24 hour periods off prior to the start of the training course or 2 consecutive 24 hour periods off duty after the course. Where course dates would not meet these requirements the member will be cross shifted to either the block of shifts prior to or after or both blocks of shifts to prevent working too many consecutive shifts. All schedules must balance out to 14 days and 14 nights in a 56 day cycle or the overtime provision shall apply.
- c) In addition to requirements (a) above, employee suppression schedules may be modified to accommodate "outside the jurisdiction" mandatory training or optional career advancement provided that:
- i) An exchange for a full tour of duty is for a maximum of 5 consecutive dates with a maximum of 8 hours in duration per day inclusive of a one (1) hour lunch.
  - ii) The training event start and end time will fall within standard suppression day shift start and end times.
  - iii) The revised schedule to accommodate the training will result in a minimum of 2 consecutive 24 hour periods off prior to the start of the training course and or 2 consecutive 24 hour periods off duty post course completion. Where course dates would not meet these requirements the employee will be cross shifted to either the block of shifts prior to or after or both blocks of shifts to prevent working too many consecutive shifts.
- d) Employees' suppression schedules may be modified to accommodate single day training events or a course of less than 4 consecutive dates in duration provided that:
- i) The training event duration is 10 hours or less.
  - ii) Where the training event date coincides with a regularly scheduled day shift, the day shift will be exchanged for the training event date.
  - iii) Where the training event falls on the date of the second regularly scheduled night shift and the course is a mandatory training event the employee will be given the previous night shift off in lieu to attend the course.

- iv) Where a training event falls on the date of the first regularly scheduled night shift, the employee will be compensated at the rate of time and one-half (1.5X) for the duration of the training event, however, the employee will subsequently report for duty as scheduled.
- v) Where the training date falls on a regularly scheduled day off between tours of duty, a tour of duty shift cannot be substituted for that date
- vi) Where training events occur that are less than a tour of duty in length and overlap the start of a tour of duty, the off duty dates will be compensated at the rate of time and one-half (1.5X) and as well, the employee be released from duty on the day shifts to complete the training. See reference 1d
- vii) Training events that occur that are less than 4 consecutive dates and occur on the dates between scheduled tours of duty will be compensated at the rate of time and one-half (1.5X).
- viii) Employees must be given 30 calendar days' notice of an altered work schedule due to a specific training event, unless mutually agreed upon by both parties.
- ix) When the training event is less than 4 consecutive dates, a minimum of 4 hours will be paid at the rate of time and one-half (1.5X) for days that do not fall on a regularly scheduled working shift.
- x) An employee's bi-weekly rate of pay shall not be affected due to the rescheduling changes under this Letter of Understanding.

**2) TEMPORARY INTERSHIFT (CROSS SHIFTING) TRANSFERS ( Non training)**

- a) When a cross shift occurs it will be for full tour of duty (full block of shifts).
- b) When a cross shift occurs there will be a minimum of two consecutive 24 hour periods between the last regularly scheduled worked date and the first date of the cross shift. All cross shift transfers must balance within a 56 day cycle unless mutually agreed upon. When temporary cross shifting occurs to accommodate training, other cross shifting may be required to balance shift strengths.

**3) PERMANENT SUPPRESSION SHIFT TRANSFERS**

- a) Shall be reconciled over the 56 day period to 14 day shifts, 14 night shifts and 28 days off duty.
- b) During the transition the minimum number of consecutive dates worked is two (2) and the maximum number of consecutive dates is six (6).
- c) The change in shifts may result in an intermediate shift change to avoid working 8 straight dates.

**4) TRANSITION FROM RECRUIT TRAINING SCHEDULE TO SUPPRESSION SCHEDULE**

- a) Shall have a minimum of 2 shifts off during the transition.
- b) All recruits will work the same number of shifts from the start of the recruit training program to the end of the first suppression 56 day cycle following the transfer to suppression.
- c) The transition may result in the employee working less than a full tour of duty however, the transition shall still balance over a 56 day cycle

**5) TRANSITION FROM SUPPRESSION TO TRAINING OR INSPECTION DIVISIONS**

- a) The transition will occur at the end of a pay period.
- b) The employee will have a minimum of two consecutive 24 hour periods off during the transition.
- c) The transition will occur so that when calculating the average work week in suppression to the end of the 56 day cycle in which the transition occurs the average work week hours will be 42 hours or less.
- d) The transition may result in the employee working less than a full tour of duty, however the transition shall balance over a 56 day cycle

**6) TRANSITION FROM TRAINING OR INSPECTION TO SUPPRESSION**

- a) The transition will occur at the end of a pay period
- b) The transition will result in the employee working a maximum average of a 42 hour work week for the weeks remaining in the 56 day cycle in which the transition occurs.
- c) The transition may result in the employee working less than a full tour of duty however the transition shall balance over a 56 day cycle

**7) CROSS SHIFTING FOR TEMPORARY OFFICER ABSENCES**

- a) When a confirmed officer absence from duty is known to be for a period of 3 tours of duty or more (this definition does not include absences of the type that are "week to week" based) a member will be cross shifted at the onset of the absence. If the absence is more than 3 weeks on a "week to week" basis, a member will be cross-shifted for the start of the 4<sup>th</sup> tour of duty.
  - i) If the vacancy is for an Platoon Captain position:
    - (1) The senior qualified and available Captain will be cross shifted to fill the vacancy.
    - (2) The senior qualified and available Firefighter will then be cross shifted to fill the resulting Captain vacancy.
  - ii) If the vacancy is for a Captain position:
    - (1) Senior qualified and available Firefighter will be cross shifted to fill the resulting Captain vacancy.

**8) SCHEDULING AT RETIREMENT**

When retirement date is known, members who are set to retire may be scheduled for less than a full tour of duty during their final 56 day cycle. The altered schedule shall not affect the member's bi-weekly rate of pay or pensionable earnings.

**9) SHIFT BALANCING**

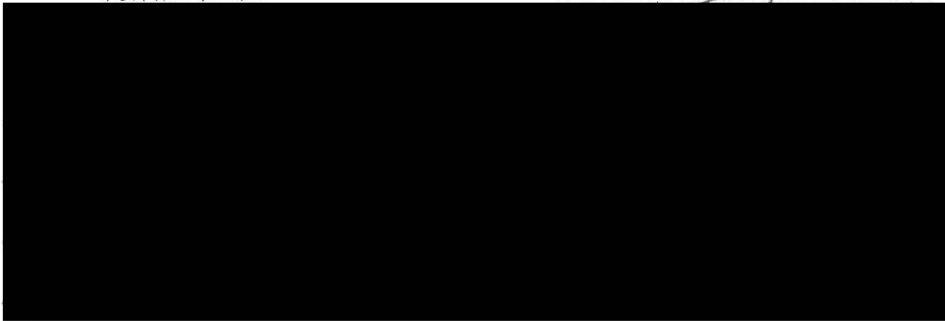
The Union and the Employer agree to review shift seniority balancing on a quarterly basis and make adjustments as appropriate incorporating the following principles:

- Officer qualifications
- Staff qualifications
- Staff instructional ability

- Staffing numbers
- Acting Officer abilities
- Seniority

FOR THE UNION

FOR THE CITY OF NEW WESTMINSTER



10 Nov 2015  
Date

Appendix 1d:

**Appendix 1d:**

**Methodology:** A day shift is a straight exchange for a Training Day, where a night shift would result in working 3 shifts over a 38 hour period ( a Night, Day, Night or a Day, Night, Day combination) a night shift is exchanged for a training shift otherwise the training day is an overtime training event.

**TEX = Training with Shift Exchange**

**TOT = Training on Overtime**

**D = Day Shift**

**N = Night Shift**

**ED = Exchanged Day Shift for Training Day**

**EN = Exchanged Night Shift for Training Day**

Type	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
3 Day		TOT	ED	ED	N	N	
3 Day			ED	ED	TOT, N	N	
3 Day	D	D	EN	TEX, EN	TEX	TOT	
3 Day	D	D	TEX, EN	TEX, EN	TOT		
2 Day		TEX, ED	TEX, ED	N	N		
2 Day		TOT	ED	D	N	N	
2 Day		D	D	TEX, EN	TOT, N		
2 Day		D	D	EN	TEX, EN	TEX	
1 Day		TEX, ED	D	N	N		
1 Day		D	TEX, ED	N	N		
1 Day		D	D	TOT, N	N		
1 Day		D	D	EN	TEX, N		

LETTER OF AGREEMENT #8-2014 (Revised October, 2015)

CITY OF NEW WESTMINSTER

and

IAFF, LOCAL 256

**RE: PROVISION FOR PRORATION OF VACATION ENTITLEMENT**

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CITY OF NEW WESTMINSTER (hereinafter called "the Employer");

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE NEW WESTMINSTER FIGHTERS' UNION, IAFF LOCAL 256 (hereinafter called "the Union");

**TERM:**

This agreement shall remain in full force and effect until mutually agreed by both parties to amend it. Provision for review of this letter will be open to review and amendment with 90 days written notice by either party.

**SCOPE:**

This letter of Understanding is intended to provide clarity to the newly bargained provision for the proration of Vacation Entitlement for members that are utilizing benefits for a period of over 90 consecutive calendar days. The following will be added as subsections to the article as it is printed in the memorandum of agreement signed on November 22, 2013.

- 1) All provisions, terms and working conditions of the collective agreement shall prevail except where expressly provided for otherwise herein, without exception, unless mutually agreed to by the parties.
- 2) It is understood that employees must be off on sick leave or unpaid leave for 90 consecutive calendar days within a specific calendar year (January 1<sup>st</sup> – December 31<sup>st</sup>) in order for their vacation entitlement to be prorated in that calendar year. All members will begin at zero (0) days of absence, with respect to the calculation of proration, on January 1<sup>st</sup> of each new calendar year.

This agreement does not apply to members in a graduated return to work or modified duty capacity or an accepted WorkSafe BC claim.

- 3) On the ninety-first (91) consecutive calendar day of absence due to sickness or unpaid leave, the affected employee's vacation entitlement will be prorated as per table (see appendix).
- 4) It is understood that if an employee incurs a negative balance regarding vacation or statutory holiday entitlement, and is subsequently off on sick leave or unpaid leave for 90 consecutive calendar days later in that same calendar year, the employee will not be liable for retroactive reimbursement to the Employer. An employee will never have a negative balance.
- 5) If a member retires March 31<sup>st</sup> of the current calendar year and has been off on sickness or unpaid leave as of January 1<sup>st</sup> of the current calendar year, the member's vacation entitlement would be prorated as per table in year of retirement.
- 6) It will be the decision of the affected employee as to which pre-selected holiday dates the member wishes to cancel due to the proration. A set time period shall be given for the cancelled holiday selection to be submitted and failing a submission by the deadline, the decision shall be at the discretion of the Fire Chief or designate.
- 7) Should a member be off on sick leave or unpaid leave in the final quarter of a year (with less than 90 days remaining in the calendar year), and the employee has scheduled vacation leave during the period of absence, and the absence continues into a new calendar year, the Employer will be permitted to pay out any remaining holiday hours that are left outstanding as of December 31<sup>st</sup>. The employee will then begin at day one (1) of absence as of January 1<sup>st</sup> of the new calendar year. The 90 day provision will not be carried over into the next year.
- 8) The Employer will pay out any outstanding vacation or statutory hours that remain for employees as of December 31 of each calendar year at their confirmed rank. Pay out of holiday benefits will be used as a last resort.
- 9) When it is necessary to re-schedule vacation due to sickness or unpaid leave, and the absence was less than 90 consecutive calendar days (no proration results). The Employer will re-schedule holidays at the discretion of the Fire Chief or designate for new calendar dates where it is operationally feasible to do so. If the only option to re-schedule the holidays before December 31 of the current calendar year would result in more than 4 shifts utilizing the overtime provision for backfilling, the Employer will have the option to pay out the remaining holidays in lieu of re-scheduling.
- 10) Employees will not have an option to select payment of holiday benefits over utilizing the vacation benefit as time off.
- 11) Once a member requests and/or has had their re-scheduled vacation entitlement approved it will no longer be altered and will be deemed permanently scheduled.



FOR THE UNION

FOR THE CITY OF NEW WESTMINSTER



10 Nov / 2015  
Date

Appendix A - Prorated Holiday Calculation After 90 Days

**Scheduled Vacation and Statutory Holidays**

Division	Entitlement in Shifts	Factor
Suppression	32	0.0876
	28	0.0767
	24	0.0657
	20	0.0548
Task Force	32	0.0876
	28	0.0767
	24	0.0657
	20	0.0548
Training Captain	32	0.0876
	28	0.0767
	24	0.0657
	20	0.0548
FPO 1 & 2	32	0.0876
	28	0.0767
	24	0.0657
	20	0.0548

**Scheduled Vacation Only**

Division	Entitlement in Shifts	Factor
Chief Training Officer	25	0.0684
	20	0.0548
	15	0.0411
	10	0.0274
Inspection FPO 3	25	0.0684
	20	0.0548
	15	0.0411
	10	0.0274

**Examples of Holiday Adjustment**

**Suppression:** Suppression member with 32 shift entitlement misses 124 consecutive days due to sickness

Sample calculation

(365.25 Days minus 124 Days) times factor = number of shifts available for vacation and stats in total

$365 - 124 = 241.25 \times 0.0876 = 21.13$  Shifts

**Training:** Chief Training Officer with 20 vacation shift entitlement is off duty for 147 consecutive days due to sickness

Sample calculation

(365.25 Days minus 147 Days) times factor = number of shifts available for vacation

$365.25 - 147 = 218.25 \times 0.0548 = 11.96$  Vacation Shifts

**LETTER OF AGREEMENT # 1-2015**

**THE CITY OF NEW WESTMINSTER**

and

**IAFF, LOCAL 256**

**Re: Long Service Leave**

**THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE  
CITY OF NEW WESTMINSTER (hereinafter called the "Employer")**

**AND**

**THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE  
NEW WESTMINSTER FIRE FIGHTERS' UNION, IAFF LOCAL 256 (hereinafter called the  
"Union");**

**TERM:**

**This Letter of Agreement shall become effective January 1, 2016 and shall be treated as if it were part of the collective agreement and may only be changed through mutual agreement of the parties.**

**SCOPE:**

**The Employer and the Union agree that there are administrative issues with administering the Long Service Leave contained in Article 7.4 of the collective agreement. Both parties wish to blend the Long Service Leave into the regular vacation schedule and agree as follows:**

- 1) Other than as set out in this Agreement, Employees will no longer be entitled to Long Service Leave, and section 7.4 will be removed from the Collective Agreement.
- 2) The vacation entitlement for employees represented by the Local 256 bargaining unit set out in Article 7 of the collective agreement will be revised as follows:

## **7. VACATIONS AND OTHER LEAVE**

### **7.1 Vacations**

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

- 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) Employees hired after May 1<sup>st</sup> in any calendar year may be paid their vacation entitlement in their first calendar year of service in pay, in lieu of leave, at the discretion of the Employer.
- c) Vacation and statutory holiday entitlement will be prorated when an employee is off the roster on sick leave or unpaid leave for more than 90 consecutive calendar days.
- d) Firefighting Element
  - a. In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of eight (8) duty shifts (ninety-six (96) hours) for each month or portion of a month greater than one-half (1/2) worked by December 31<sup>st</sup>.
  - b. During the second (2<sup>nd</sup>) year of calendar service to the fifth (5<sup>th</sup>) – eight (8) duty shifts (ninety-six (96) hours).

- c. During the sixth (6<sup>th</sup>) to the ninth (9<sup>th</sup>) calendar years of service – twelve (12) duty shifts (one hundred and forty-four (144) hours)
- d. During the tenth (10<sup>th</sup>) to the 13<sup>th</sup> calendar years of service – 16 duty shifts (one hundred and ninety-two (192) hours).
- e. During the 14<sup>th</sup> to the 18<sup>th</sup> calendar years of service – 20 duty shifts (two hundred and forty (240) hours).
- f. During the 19<sup>th</sup> to the 25<sup>th</sup> calendar years of service – 24 duty shifts (two hundred and eighty-eight (288) hours).
- g. During the 26<sup>th</sup> to the 30<sup>th</sup> calendar years of service – 28 duty shifts (three hundred and thirty-six (336) hours).
- h. During the 31<sup>st</sup> to 33<sup>rd</sup> calendar years of service – 24 duty shifts (two hundred and eighty-eight (288) hours).
- i. During the 34<sup>th</sup> and all subsequent calendar years of service – 20 duty shifts (two hundred and forty (240) hours).
- j. All vacations shall commence on the first duty shift after the employee's days off and all vacations shall be on duty shift basis. Days off that fall after the vacation will be treated as part of the employee's vacation.

e) Other Employees\*

\* - Working days assuming five (5) working days in a row, followed by two (2) days off.

- a. In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of ten (10) working days (seventy (70), or seventy-five (75) hours for a 35 or 37.5 hour work week respectively) for each month or portion of a month greater than one-half (1/2) worked by December 31<sup>st</sup>.

- b. During the second (2<sup>nd</sup>) to the fifth (5<sup>th</sup>) calendar years of service – ten (10) working days (seventy (70) or seventy-five (75) hours for a 35 or 37.5 hour work week respectively).
  - c. During the sixth (6<sup>th</sup>) to the ninth (9<sup>th</sup>) calendar years of service – fifteen (15) working days (one-hundred and five (105) or one-hundred and twelve and ½ (112.5) hours for a 35 or 37.5 hour work week respectively).
  - d. During the tenth (10<sup>th</sup>) to the 13<sup>th</sup> calendar years of service – 20 working days (140 or 150 hours for a 35 or 37.5 hour work week respectively).
  - e. During the 14<sup>th</sup> to the 18<sup>th</sup> calendar years of service – 25 working days (175 or 187.5 hours for a 35 or 37.5 hour work week respectively).
  - f. During the 19<sup>th</sup> to the 25<sup>th</sup> calendar years of service – 35 working days (245 or 262.5 hours for a 35 or 37.5 hour work week respectively).
  - g. During the 26<sup>th</sup> to the 30<sup>th</sup> calendar years of service – 40 working days (280 or 300 hours for a 35 or 37.5 hour work week respectively).
  - h. During the 31<sup>st</sup> to the 33<sup>rd</sup> calendar years of service – 35 working days (245 or 262.5 hours for a 35 or 37.5 hour work week respectively).
  - i. During the 34<sup>th</sup> and all subsequent calendar years of service – 25 working days (175 or 187.5 hours for a 35 or 37.5 hour work week respectively).
- f) 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.

PROVIDED THAT:

Where an employee transfers between the Fire Suppression Division and the Fire Protection Division, vacation entitlement (in hours) for that calendar year shall be adjusted to reflect the proportion of time spent in each Division on the basis of one-twelfth (1/12) entitlement for each month (or portion of a month greater than one-half (1/2)) spent in each division.

Calendar Year for the purpose of this agreement shall mean the twelve (12) month period from January 1<sup>st</sup> to December 31<sup>st</sup> inclusive.

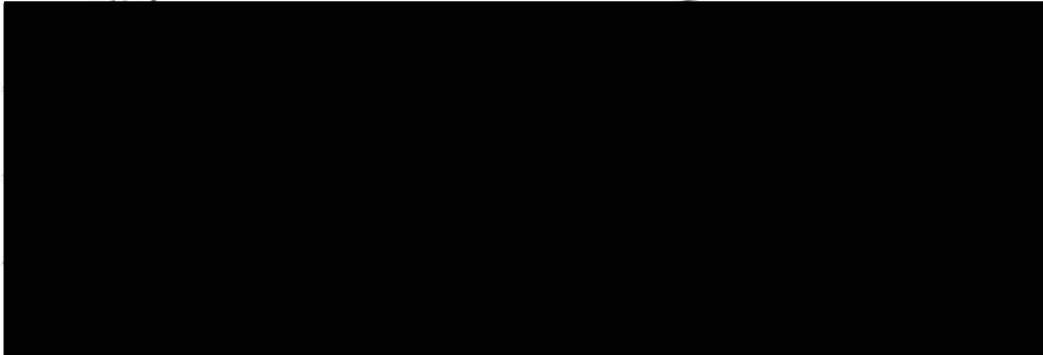
In all cases of termination of service for any reason other than retirement on the Municipal Pension Plan or on attaining maximum retirement age, adjustment will be made for any overpayment of vacation.

3) Employees who reach one of the five year anniversary dates in the current Long Service Leave provisions prior to January 1, 2016 shall be grandfathered under the existing collective agreement language until they reach their next five year anniversary increment date, at which time the terms of this Agreement then apply to them and they are no longer entitled to Long Service Leave. All other employees will move to the terms of this Agreement in full on January 1, 2016. For clarity, an employee who completes 20 years of service on December 1, 2015 will be credited with 192 hours of Long Service Leave, to be taken as per the current leave provisions and will remain under the current vacation entitlements until December 1, 2019. An employee who will complete 25 years of service (or any other five year anniversary date) after December 31, 2015 will not receive Long Service Leave but will be allocated holiday hours as outlined under the terms of this Agreement effective January 1, 2016 and must use any accrued entitlements as of December 31, 2015 by the end of the year in which the last anniversary date occurred.

4) The Employer and the Union agree to transition any IAFF staff who fall under the current LSL vacation allowance to a no loss no gain outcome that is mutually acceptable to both parties.

FOR THE UNION:

FOR THE CITY OF NEW WESTMINSTER:



DATED: 10 Nov., 2015



NWFRS Long Service Agreement - October, 2015							
Current CA (Suppression FF)				Effective 01 January, 2016 (Suppression FF)			
1032				1092			
Year	Vacation	Statutory Holidays	LSL	Year	Vacation	Statutory Holidays	LSL
1	8	12	0	1	8	12	0
2	8	12	0	2	8	12	0
3	12	12	0	3	8	12	0
4	12	12	0	4	8	12	0
5	12	12	0	5	8	12	0
6	12	12	0	6	12	12	0
7	12	12	0	7	12	12	0
8	12	12	0	8	12	12	0
9	12	12	0	9	12	12	0
10	12	12	0	10	16	12	0
11	16	12	0	11	16	12	0
12	16	12	0	12	16	12	0
13	16	12	0	13	16	12	0
14	16	12	0	14	20	12	0
15	16	12	0	15	20	12	0
16	16	12	0	16	20	12	0
17	16	12	0	17	20	12	0
18	16	12	0	18	20	12	0
19	16	12	0	19	24	12	0
20	16	12	0	20	24	12	0
21	16	12	16	21	24	12	0
22	16	12	0	22	24	12	0
23	20	12	0	23	24	12	0
24	20	12	0	24	24	12	0
25	20	12	0	25	24	12	0
26	20	12	16	26	28	12	0
27	20	12	0	27	28	12	0
28	20	12	0	28	28	12	0
29	20	12	0	29	28	12	0
30	20	12	0	30	28	12	0
<b>30yr Subtotal:</b>	<b>464</b>	<b>360</b>	<b>32</b>	<b>30yr Subtotal:</b>	<b>560</b>	<b>360</b>	<b>0</b>
31	20	12	16	31	24	12	0
32	20	12	0	32	24	12	0
33	20	12	0	33	24	12	0
34	20	12	0	34	20	12	0
35	20	12	0	35	20	12	0
<b>5yr Subtotal:</b>	<b>100</b>	<b>60</b>	<b>16</b>	<b>5yr Subtotal:</b>	<b>132</b>	<b>60</b>	<b>0</b>
<b>35yr Total:</b>	<b>564</b>	<b>420</b>	<b>48</b>	<b>35yr Total:</b>	<b>672</b>	<b>420</b>	<b>0</b>

LETTER OF AGREEMENT #02-2015

**NWFRS RESTRUCTURING COMMITTEE**

**(Letter of Understanding)**

**Between City of New Westminster and NWFRS Local 256**

**November 10, 2015**

The Undersigned Bargaining Representatives acting on behalf of the City of New Westminster (hereinafter called "the Employer")

And

The Undersigned Bargaining Representatives acting on behalf of the City of New Westminster Firefighters' Union Local 256 (hereinafter called "the Union")

**The Parties agree to recommend to their respective, approving bodies to accept the terms in this LOU and the attached supporting Agreements, Terms of Reference and Process Documentation.**

## **TERM OF THE AGREEMENT**

The Employer and the Union agree that this Letter of Understanding (LOU) shall become effective upon ratification and remain in effect for the duration of the current 2012-2019 Collective Agreement.

## **SCOPE**

This Letter of Understanding (LOU) will outline the restructuring of the Officer Ranks of New Westminster Fire & Rescue Services (NWFRS) as determined in the 2012-2019 Memorandum of Agreement: Section 9 (Officer Restructuring).

## **RIGHTS AND RESPONSIBILITIES**

NWFRS retains the responsibility to exercise its managerial rights which include but are not limited to as follows:

- Creating and implementing policy and ensuring company policies are followed
- Authorizing overtime, time off or leaves of absence
- Calling employees in to work
- Altering work processes
- Establishing or altering work schedules
- Determining of operational needs
- Hiring, training and promoting employees
- Committing or authorizing the use of company resources
- Managing a budget
- How many employees are to be employed;
- What services and to which level they should be provided;
- From whom should supplies be purchased;
- Following direction from City of New Westminster Mayor and Council

IAFF Local 256 retains the responsibility to represent members of the bargaining unit; that responsibility includes but is not limited to as follows:

- Representing Union members during collective bargaining
- Collectively work with management and/or with the City of New Westminster to support any agreed upon labour initiative

### **Joint Responsibilities:**

- Both Management and Union collectively work to protect employees under the Charter of Rights and Freedoms.
- Both the Employer and the Union support the City of New Westminster Code of Conduct Policy – EDMS: 326244
- Both the Employer and the Union support the City of New Westminster Respectful Workplace & Human Rights Policy – EDMS: 133506
- Both the Employer and the Union support the City of New Westminster Attendance & Disability Management Policy – EDMS: 408502



## **ORGANIZATIONAL STRUCTURE**

The Employer and the Union have agreed that following the implementation of this LOU the organizational structure for NWFRS is attached at the Appendix entitled "Organizational Structure".

### **1. Job Duties:**

The Terms of Reference for the following positions are attached:

Captain: EDMS - 771957

Training Captain: EDMS - 771962

Platoon Captain: EDMS - 771959

Chief Training Officer: EDMS - 771960

### **2. Eliminate Assistant Chief Rank:**

Upon execution of the restructuring the confirmed position of Assistant Chief will be eliminated. The "Red Circled" rate of pay will not apply as there are currently no confirmed Assistant Chiefs within NWFRS.

### **3. Qualifications:**

Any member currently qualified as an Assistant Chief will be considered qualified to serve in the role of Platoon Captain.

- Any member who has initiated the process to become qualified to work as an Assistant Chief will be credited for the components already completed. In addition, any previously assigned work which is no longer required to become qualified to work as a Platoon Captain will no longer need to be completed before being qualified to work as a Platoon Captain.
- Members will be considered qualified to work as a Platoon Captain after successful completion of all education and evaluation components as outlined in the NWFRS Operating Guideline 5.01.10.000 - Officer Promotional Process – EDMS: 772277.
- Any member who has passed up a promotional opportunity for Assistant Chief or Platoon Captain, or any member who has passed up a training opportunity to become qualified to work as an Assistant Chief or Platoon Captain, will have the opportunity to accept and commit to training as it becomes available which is based on operational needs as determined by the department. All related training opportunities will be offered to personnel in order of rightful seniority. The "time in / time out" rule will not apply to any member for any passed up opportunities for the Assistant Chief position or the Platoon Captain position for an aforementioned opportunity that was declined prior to January 1, 2016. (I.e. Time in / Time out rule

will only apply for opportunities declined after January 1, 2016. Calculation of "sit out times" will use the dates for the posting after January 1, 2016 which was declined).

- Any vacant Platoon Captain positions will be posted and awarded to the most senior qualified applicant as per article 4.3 of the current Collective Agreement.
- The Platoon Captain will be assigned to supervise all on-duty suppression staff (Suppression Staff, Training Staff, Task Force Staff) and will respond as part of an engine company as per the Terms of Reference for the Platoon Captain (EDMS: 771959).

#### **4. Reclassify Lieutenant Role:**

- All four Lieutenant positions will be reclassified to Captain.
- Any shift worked previously to the agreed implementation date as an officer (as a Lieutenant or as a Captain) will be credited towards the 96 probationary shifts probationary period as per the NWFRS Operational Guideline 5.01.10.000 - Officer Promotional Process – EDMS: 772277.
- The existing four Lieutenants will be promoted to Captain upon implementation of this restructure and paid at the rate of 122% of 11<sup>th</sup> year firefighter. The existing four (4) Lieutenants must successfully complete all relevant training components and have completed a total of three (3) successful performance appraisals and practical incident evaluations by February 1, 2016.

#### **5. Filling Officer Vacancies:**

- Any officer vacancies will be filled with the most senior qualified applicant as per Section 4.3 of the Collective Agreement.
- Promoted officers will initially be compensated at 117% of 11<sup>th</sup> year firefighter rate during their 96 shift probationary period. During this 96 shift probationary period these officer candidates will need to receive a minimum of three successful performance appraisals and practical incident scenarios in order to receive their next pay increment which is 122% of 11<sup>th</sup> year firefighter.
- In the event that the employer has been unable to assess the candidate in a timely manner or extenuating circumstances, once the candidate has been successfully assessed they will be retroactively made whole. The candidate will receive the Captain's rate of 122% for all hours worked retroactively to the 97<sup>th</sup> shift.
- Those officer candidates who have completed shifts in an acting capacity prior to the implementation of this restructure will have those shifts credited towards their 96 shift probationary period. The requirement to receive a minimum of three successful performance appraisals and practical incident scenarios remains.

**6. Withdraw 5<sup>th</sup> Assistant Chief Grievance:**

- It is the understanding of the Employer that the 5<sup>th</sup> Assistant Chief grievance was to be withdrawn upon the signing of the LOA # 5 – 2014 – Restructuring of Operational Deployment in April of 2014.

**7. Evaluation and Revision:**

- The Employer and the Union recognize the complexity of the restructuring process. The Employer and Union agree to add Restructuring as a regular agenda item at Labour Management Meetings. As well, a comprehensive review of the entire restructure will be scheduled for 18 months after implementation.

**8. Signees Responsibilities:**

- The consideration of and signing of this agreement is up to both parties to review, sign and take responsibility for the terms herein.

**9. Revised Letters of Agreement:**

- LOA #1 – 2014 Hours of Work Fire Prevention Division (Updated EDMS #772393)
- LOA #2 – 2014 Fire Prevention Task Force (Updated EDMS #772408)
- LOA #3 – 2014 Clothing Issue Agreement (Updated EDMS #772435)
- LOA #4 – 2014 Promotional Protocols (Updated EDMS #772448)
- LOA #5 – 2014 Restructuring of Operational Deployment\* (Updated EDMS #772482)
- LOA #6 – 2014 Removed
- LOA #7 – 2014 Tour of Duty Adjustments to accommodate Training, Inter-shift and Inter-division Transfer (Updated EDMS #772486)
- LOA #8 – 2014 Provision for Proration of Vacation Entitlement (Updated EDMS #772492)

**10. Pre-Promotional Qualifications:**

- The Union and the Employer agree that in addition to any agreed-to educational and tenure criteria to apply for a vacant officer position, the following criteria will be required to be completed before an applicant can apply for these positions:
  - Platoon Captain:
    - Candidates must have completed:
      - A full term working as a member in the Fire Prevention Task Force, or
      - A full term working as a member in the Fire Prevention Division, or
      - Instructed two disciplines for a minimum of two years each.

- **Training Captain:**
  - Candidates must have completed:
    - A full term working as a member in the Fire Prevention Task Force, or
    - A full term working as a member in the Fire Prevention Division, or
    - Instructed two disciplines for a minimum of two years each.
  
- **Captain:**
  - Candidates must have completed:
    - A full term working as a member in the Fire Prevention Task Force, or
    - A full term working as a member in the Fire Prevention Division, or
    - Instructed one discipline for a minimum of two years time.
  
- The Employer has agreed to implement a grace period (five years from the date of ratification) in which members in the department are able to forecast and understand the timing of gaining experience in the aforementioned areas with enough time to be able to apply for officer development training opportunities and open officer vacancies independent of immediate pending promotions.
  
- **11. Attached Documentation:**
  - a. **Letter of Agreement # 1 – 2015 – Long Service Leave: EDMS 774028**
  - b. **NWFRS Operational Guideline 5.01.10.000 (Officer Promotional Process): EDMS 772277**
  - c. **Fire Officer Development Program Application: EDMS 772505**
  - d. **Fire Officer Career Development Program Checklist: EDMS 439425**
  - e. **Fire Officer Development Program – Fire Officer I and II (Captain): EDMS 649984**
  - f. **Fire Officer Development Program – Fire Officer III (Platoon Captain): EDMS 614686**



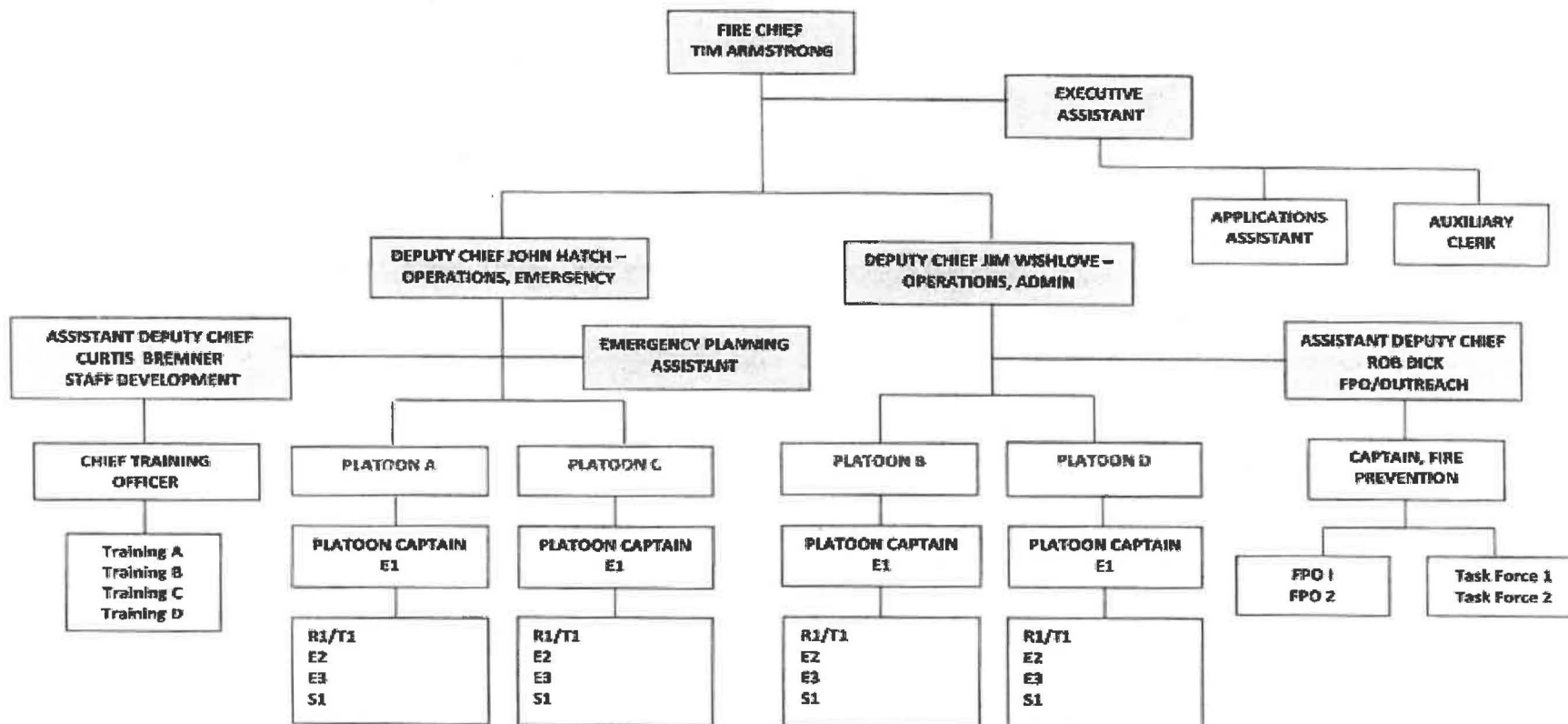
Dated 10 day of November, 2015 in the City of New Westminster

BARGAINING REPRESENTATIVES ON  
BEHALF OF THE CITY OF NEW  
WESTMINSTER

BARGAINING REPRESENTATIVES ON  
BEHALF OF NEW WESTMINSTER  
FIREFIGHTERS' UNION, IAFF LOCAL  
256



## NWFRS Organizational Structure



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Attachment (a)

Letter of Agreement #1 – 2015 - Long Service Leave

please see page 79

## OPERATIONAL GUIDELINE

<b>NEW WESTMINSTER FIRE &amp; RESCUE SERVICES</b>	<b>OG # 5.01.10.000</b> <b>NW-EDMS # 772277</b>
<b>TITLE: Officer Promotional Process</b>	<b>Page 1 of 12</b>

**PURPOSE:** To outline the process, expectations, timelines and requirements for NWFRS staff to participate and be successful in a promotional process within the Department for a role which is considered an officer and supervisory position.

**SCOPE:** All uniformed NWFRS staff.

### A. Importance of the Company Officer

The company officer is at the tip of the fire and emergency medical service "spear", directly overseeing the application of the agency's personnel, training, equipment, and apparatus to the resolution of issues faced by the agency. Furthermore, they are the first contact with all fire department customers. Therefore, they are in a unique position to have either a positive or a negative effect on the organization's reputation. These roles are important to the personnel they supervise, the administration they support, and the public they serve.

Recognizing and understanding the importance of the position and the responsibilities are critical to the success of a company officer. Filling the position requires competency as a leader, ethical behavior, and supervisory skills that many new officers will have to develop. New officers should adopt an appropriate level of humility and respect for those they supervise in order to make the transition to officer less lengthy and difficult.

<b>Fire Chief Signature:</b> <span style="background-color: black; color: black;">[REDACTED]</span>	<b>Effective:</b> September 18, 2013
<b>Replaces: NEW</b>	<b>Issued On: January 1, 2016</b>

## OPERATIONAL GUIDELINE

<b>NEW WESTMINSTER FIRE &amp; RESCUE SERVICES</b>	<b>OG # 5.01.10.000</b> <b>NW-EDMS # 772277</b>
<b>TITLE: Officer Promotional Process</b>	<b>Page 2 of 12</b>

### B. DEFINITIONS:

**- Act/Acting:**

- Any member who is qualified as per NWFRS policy to serve in an elevated role act at the higher rank in a non-permanent status for short or medium-term durations and will be compensated as per the collective agreement.
- Article 4.4 (e) of the Collective Agreement states:
  - *Upon being promoted or transferred, an employee shall be placed on probation until they have completed six (6) months of service to the satisfaction of the Employer. Any employee, however, who acts in the rank they are promoted to or a higher rank, shall receive as credit towards their Probationary Period each full tour of duty while acting in such rank(s) during the two (2) years prior to their appointment. For the purposes of this Article, a full tour of duty is a block of four consecutive shifts (i.e. two (2) days and two (2) nights with no intervening shifts off).*

**- Company Officer:**

- The individual in charge of a crew of firefighters, their responding apparatus and any assigned equipment.

**- NWFRS Fire Officer I/II Program:**

- The Fire Officer I/II program prepares candidates to serve in the role as an acting and promoted officer within the department.
- Fire Officer levels I and II are defined under the following Chapters in the National Fire Protection Association (NFPA) Standard 1021 – “Standard for Fire Officer Professional Qualifications (2009)”:
  - Fire Officer I: (NFPA 1021, Chapter 4 – 2009)
  - Fire Officer II: (NFPA 1021, Chapter 5 – 2009)

Fire Chief Signature: <span style="background-color: black; color: black;">[REDACTED]</span>	Effective: September 18, 2013
Replaces: NEW	Issued On: January 1, 2016

## OPERATIONAL GUIDELINE

<b>NEW WESTMINSTER FIRE &amp; RESCUE SERVICES</b>	<b>OG # 5.01.10.000</b> <b>NW-EDMS # 772277</b>
<b>TITLE: Officer Promotional Process</b>	<b>Page 3 of 12</b>

- NWFRS Fire Officer III Program:
  - o The Fire Officer III program prepares Fire Officer II graduates to serve in the role as an acting and promoted Platoon Captain.
  - o Fire Officer Level III is defined under the following chapter in the NFPA 1021 Standard (2009):
    - Fire Officer III: (NFPA 1021, Chapter 6 – 2009)
  
- Promotional policy statement as found in the current collective agreement (4.3 Promotional Policy):
  - o *a) In making promotions, other things being equal, effect shall be given to seniority.*
  - o *b) A fair and adequate opportunity shall be given to all members of the Union to qualify for promotion.*
  - o *c) The Employer agrees to reimburse members of the union for expenses incurred by such members on the successful completion of a course or courses approved by the Director of Fire and Rescue Services (hereinafter referred to as "Fire Chief") and Fire Committee which courses are over and above in-service training.*
  
- Public Servant:
  - o The company officer and members of a unit are often the first direct contacts the public will have with the fire and emergency services of a local government. The contact often occurs when citizens are experiencing a crisis. As well, there are numerous non-emergency circumstances that provide the company officer with the opportunity to make a positive impression with the public.
  - o The public sees and may judge the entire organization through the company officer and crew. How that initial contact develops and the results of it are crucial to the impressions that the public will have of the organization. Company officers must understand the role of public servants and ensure that the unit's members understand this role. Customer service concepts should be applied to maintain a positive public perception of the agency.

Fire Chief Signature:	Effective: September 18, 2013
Replaces: NEW	Issued On: January 1, 2016

## OPERATIONAL GUIDELINE

<b>NEW WESTMINSTER FIRE &amp; RESCUE SERVICES</b>	<b>OG # 5.01.10.000</b> <b>NW-EDMS # 772277</b>
<b>TITLE: Officer Promotional Process</b>	<b>Page 4 of 12</b>

- Fire and emergency services members are held accountable for delivering a service that meets the external customers' needs. The public expects efficient delivery of those services. Company officers should consider the fire and emergency services organization to be customer service-oriented. Customer service applies to volunteer as well as career organizations.

**- Subordinate:**

- New company officers need to recognize that they are both a supervisor and a subordinate. A company officer is responsible for the members of the unit and their actions while on-duty. The organization's administration expects the company officer to supervise the unit and effectively complete assigned duties.
- The company officer is also expected to represent the administration and ensure compliance with administration policies, rules, and regulations. As a subordinate, a company officer is expected to execute the orders of superior officers. A company officer may have to enforce what others perceive as unpopular or unfair policies or orders. Being a supervisor is not a popularity contest! Officers should not publicly question or criticize policies or orders that they believe to be unfair as this provides a negative example for both subordinates and peers. Any criticisms or questions about policies or orders should be discussed privately with the administration in order to search for solutions.

**- Supervisor:**

- A person who is responsible for directing the actions and performance of other people or assigned staff,
- Fire and emergency response units are generally close-knit. They look to the company officer as their supervisor to make decisions that will provide them with motivation and satisfaction to maximize performance in the workplace,
- The company officer performs many functions including but not limited to:
  - Provides leadership
  - Acting as a role model
  - Giving advice
  - Providing representation for members to the administration

Fire Chief Signature:	Effective: September 18, 2013
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## OPERATIONAL GUIDELINE

<b>NEW WESTMINSTER FIRE &amp; RESCUE SERVICES</b>	<b>OG # 5.01.10.000</b> <b>NW-EDMS # 772277</b>
<b>TITLE: Officer Promotional Process</b>	<b>Page 5 of 12</b>

- Seeking to resolve interpersonal conflicts
  - Applying counselling or coaching when necessary
  - Directing the work and ensuring readiness
- All of these functions take place continuously with some conflicting with others. The company officer's most important task is to ensure the safety of the unit's personnel. The company officer must balance the acceptable level of risk to the unit while fulfilling assigned objectives.

### C. POLICY:


#### **Promotional Protocols:**

The intent of the NWFRS Officer Development Program is for the program to remain current and provide NWFRS officers and candidates with the required knowledge, skills and abilities (KSA) necessary for an officer to function at an efficient and appropriate level with excellence in all aspects to protect staff and citizens' lives, and property.

These KSAs include but are not limited to:

- Understanding the structure, policies, procedures of NWFRS and the City of New Westminster,
- Knowing how to effectively communicate orally and in writing in both routine and emergency situations,
- Knowing the fundamentals of human resources management,
- Knowing how to protect the safety and health of assigned NWFRS personnel,
- Knowing basic building construction and building systems,
- Understanding the planning process, inspection procedures, investigation techniques, and public fire and life-safety education,
- Knowing how to deliver company-level emergency services to the public,
- Knowing how to deliver company-level training in order to maintain a high degree of company proficiency

The Fire Chief may provide equivalent or alternative programs or courses as appropriate.

Fire Chief Signature: 	Effective: September 18, 2013
Replaces: NEW	Issued On: January 1, 2016



## OPERATIONAL GUIDELINE


<b>NEW WESTMINSTER FIRE &amp; RESCUE SERVICES</b>	<b>OG # 5.01.10.000</b> <b>NW-EDMS # 772277</b>
<b>TITLE: Officer Promotional Process</b>	<b>Page 6 of 12</b>

All promotions may be subject to the final approval of the Fire Chief, Director of Human Resources and the City of New Westminster Chief Administrative Officer.

A sufficient number of applicants will be allowed to participate in the preparatory programs to ensure an adequate number of qualified persons is available for future promotion and relieving duties.

An individual candidate will have three (3) opportunities in which to attain a passing grade for each component of the development programs. If an applicant is unsuccessful in completing any component after three attempts, the applicant will be deemed unsuccessful in the Fire Officer program and will not be accepted for further fire officer training. For purposes of this section, a failed opportunity is defined as failing to meet core requirements in order to pass a component of any Officer/Supervisor examination or evaluation in a specific Fire Officer program (refer to scoring matrix of each program). The Fire Chief shall have the right to make an exception if reasonable circumstances warrant. Candidates for the positions of Captain after qualifying for promotion will be promoted once a position becomes available according to their seniority as set out in the seniority list. For the positions of Fire Inspector 3, Task Force Captain, Training Captain, Platoon Captain and the Chief Training Officer the role will be filled by a qualified individual upon successful completion of a selection process as determined by the referenced promotional program documents:

- Fire Officer Promotional Process Flowchart: EDMS 439425
- Fire Officer Development Program (FO III): EDMS 649984
- Platoon Captain Proficiency Program (FO III): EDMS 614686
- Training Captain Program: EDMS: Under Review
- Fire Inspector 3 Program: EDMS: 436413
- Chief Training Officer Program: EDMS: Under Review
- Task Force Captain Program: EDMS: Under Review

Fire Chief Signature: 	Effective: September 18, 2013
Replaces: NEW	Issued On: January 1, 2016

## OPERATIONAL GUIDELINE

<b>NEW WESTMINSTER FIRE &amp; RESCUE SERVICES</b>	<b>OG # 5.01.10.000</b> <b>NW-EDMS # 772277</b>
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### **Right of appeal of Examination Results:**

A candidate may appeal his/her examination result by writing to the Fire Chief within seven (7) calendar days of receipt of such results. Appeals will be considered by an examination board appointed by the Fire Chief within fourteen (14) days of receipt of the appeal request. The decision of the examination board shall be final and binding.

### **D. APPLICATION, CONTACT and ENROLEMENT INFORMATION:**

To apply for enrolment in either the Fire Officer I/II or the Fire Officer III programs, a candidate needs to complete a declaration form and submit to the appropriate office prior to the deadline indicated for the application process.

The application process will be initiated through the Deputy Chief's office at a time in the training calendar when training programs are available and the need for officer development is present in the roster due to pending vacancies.


### **E. MEETING CHALLENGES AND EXPECTATIONS FOR A SUCCESSFUL TRANSITION**

The company officer is the vital link between the unit and the administration of the organization. The move from the backseat or driver's seat to the officer's seat brings with it challenges and expectations. These challenges and expectations may be external or internal. New company officers, in particular, must be aware of these challenges and how to meet them.

#### **Challenges**

Challenges that a new officer will encounter consist of learning and applying concepts such as:

- **Leadership** – Officers must begin to cultivate the leadership skills needed to ensure that a unit operates safely, effectively, and efficiently.
- **Ethics** - Ethical conduct takes on greater importance because the officer is a role model for subordinate members of the unit, peers, and even the public.
- **Supervision** – Company officer level supervision may be the most difficult type of supervision one can encounter. The move from being supervised to supervising while still under the supervision of higher officers can seem overwhelming.

Fire Chief Signature: 	Effective: September 18, 2013
Replaces: NEW	Issued On: January 1, 2016

## OPERATIONAL GUIDELINE

<b>NEW WESTMINSTER FIRE &amp; RESCUE SERVICES</b>	<b>OG # 5.01.10.000</b> <b>NW-EDMS # 772277</b>
<b>TITLE: Officer Promotional Process</b>	<b>Page 8 of 12</b>

- Responsibility – A new officer must assume not only responsibility for his or her own actions, but is now responsible for the actions of subordinates.
- Authority – Officers must learn what authority is legitimately assigned to the position and how to apply it in a fair and equitable manner.

New company officers will experience a variety of personal and professional changes during this transition to becoming an officer. Relationships will change because of the officer's newfound authority as will the perception that others have of an individual who recently was a peer. The transition to company officer can also change the dynamics within a group and result in personal changes.

### **Personal Factors/Personal Changes**

New company officers may have to make personal changes to avoid the antagonism, resentfulness, and loss of friendships that can occur if the transition isn't well managed. To overcome these personal challenges, the new officer must:

- Commit to the responsibilities, duties and requirements of the supervisory position – Learn about, be interested in, and be dedicated to the position.
- Show loyalty to the organization – Support the leadership team and political authority. Do not openly criticize the organization, management, or decisions that are made by it.
- Show loyalty toward company personnel – Share your company's concerns, ideas, opinions, and complaints to your supervisor so that the unit has a voice with management.
- Act as a liaison – As a supervisor and part of the management structure in the organization, act as a two-way information agent, expressing agency policies, and listening to and passing on reactions to that policy.
- Support all types of education and training – Seek opportunities to learn and also provide them to other members of the organization.
- Guard conversations – Never say anything, on or off the job that would dishonor a person, a position, or the organization. Do not disclose information that is confidential, in particular information concerning subordinates. Consider information confidential unless told otherwise.

Fire Chief Signature: <span style="background-color: black; color: black;">[REDACTED]</span>	Effective: September 18, 2013
Replaces: NEW	Issued On: January 1, 2016

## OPERATIONAL GUIDELINE

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<b>TITLE: Officer Promotional Process</b>	<b>Page 9 of 12</b>

- Accept criticism graciously and accept praise, honours, and advancement modestly – Admit mistakes and errors and take responsibility for them. Give credit to members of your crew for their accomplishments and their contributions to crew accomplishments.
- Lead by example – Set a positive example for subordinates founded on a consistent adherence to a set of moral, ethical, and social values. Such an example is of the utmost importance and is essential to the successful leadership of any organization.
- Praise in public; discipline in private – Never discredit subordinates publicly. Point out mistakes or areas for correction to subordinates in private. Causing someone personal embarrassment or humiliation in public can destroy a relationship.
- Project a professional image – Project a professional image to the public, elected officials, internal and external stakeholders, and to peers.

### Approaches for a Successful Transition

New officers have the choice to see their new challenges and expectations as either a burden or an opportunity to excel. Successful officers choose to see the transition as an opportunity to grow as a professional. In order to take advantage of the opportunities that becoming an officer provides, a new company officer should try the following approaches:

- Communicate effectively.
- Apply appropriate supervisory techniques.
- Manage effectively.
- Project a command presence.
- Develop an appropriate leadership style.
- Show respect for others.
- Be loyal to the company, organization, and community.
- Be a positive and ethical role model at all times.
- Live by a personal and professional code of ethics.
- Set high yet attainable standards.
- Value diversity in people and situations.
- Praise accomplishments.

Fire Chief Signature: <span style="background-color: black; color: black;">[REDACTED]</span>	Effective: September 18, 2013
Replaces: NEW	Issued On: January 1, 2016

## OPERATIONAL GUIDELINE

<b>NEW WESTMINSTER FIRE &amp; RESCUE SERVICES</b>	<b>OG # 5.01.10.000</b> <b>NW-EDMS # 772277</b>
<b>TITLE: Officer Promotional Process</b>	<b>Page 10 of 12</b>

- Listen to others.
- Commit to education and training.
- Remain humble.

By applying and practicing the previously listed skills, an officer will provide the type of role model that the company, organization, and profession will recognize and try to emulate. Attaining these skills will require the officer to recognize what is lacking and work to develop it.

A new officer should rarely resort to using rank as a reason for compliance. The officer should establish relationships based on mutual respect for the abilities of members of the unit and the officer. An officer may have already established a reputation for good leadership, strong interpersonal skills, and fair supervision as an acting company officer. This previous relationship can provide a bridge for the new officer.

A new officer should always remember that respect must be earned. It is possible that members of the unit may decide to respect the position and not the person filling it. Then the new officer will have to work to gain the personal respect of the members.

### **"Start Tight, Then Go Light"**

A new company officer should remember that it is easier to start applying policies and procedures strictly and then ease the restrictions than to become strict after initially being lenient. One way of saying it is "start tight, then go light".

There is also the possibility that the officer may be faced with a subordinate who will only respond to strict authority, causing the officer to have to state, "I am the officer in charge of this company". This approach should only be used in the most extreme situations and as a last resort.

### **Responsibilities**

By understanding their responsibilities and the people they are responsible to, company officers will have to be able to perform the duties that are assigned to them. Company officers have responsibilities to all of the following:

Fire Chief Signature:	Effective: September 18, 2013
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## OPERATIONAL GUIDELINE

<b>NEW WESTMINSTER FIRE &amp; RESCUE SERVICES</b>	<b>OG # 5.01.10.000</b> <b>NW-EDMS # 772277</b>
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- **Subordinates** – Adhere to and enforce safety regulations in order to provide a safe work environment; also represent the needs of their subordinates to the organization and provide:
  - Ethical leadership
  - Fair and just supervision
  - Educational and training opportunities
- **Organization** – Administer all policies and procedures of the organization; represent the organization to members of the unit and the public.
- **Public** – Provide effective and efficient professional service to the public; be aware that the public provides resources to the organization and that officers are stewards of those resources.
- **Profession** – Serve as visible representatives and role models, like all fire and emergency services members. The public and the organization’s members judge the profession by the actions of its officers.
- **Family** – Listen to expectations and needs of your family and communicate the expectations of the new position.
- **Themselves** – Live by a set of ethical standards and values that are based on the accepted moral values of the community if they expect their subordinates to live by them; respect themselves and abide by their convictions if they expect the same from others.

Fire Chief Signature: <span style="background-color: black; color: black;">[REDACTED]</span>	Effective: September 18, 2013
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## OPERATIONAL GUIDELINE


<b>NEW WESTMINSTER FIRE &amp; RESCUE SERVICES</b>	<b>OG # 5.01.10.000</b> <b>NW-EDMS # 772277</b>
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### Summary

The company officer holds a position that is unique in the fire and emergency services and supervisory positions in general. As a working supervisor, the officer must perform the same firefighting, rescue, or EMS tasks that other members perform. As a member of management, the officer must perform the functions of a first-level supervisor, evaluate personnel, provide training, and develop budget requests, among other duties. The company officer must also be a representative of the unit to the administration, the administration to the unit, and the organization to the public.

In each of these roles, an officer must make decisions, act ethically, and apply supervisory and management skills to provide a professional service to the public and members of the unit. Finally, the company officer must understand and adhere to acknowledged standards of leadership and ethical behavior. Leader, supervisor, manager, and unit member are all roles that a company officer must learn to play effectively and simultaneously.

**REFERENCES:** Fire Officer Career Development Checklist: EDMS - 439425  
Fire Officer Development Program (FO I/II): EDMS - 649984  
Platoon Captain Proficiency Program (FO III): EDMS - 614686  
Fire Inspector 3 Program: EDMS - 436413  
NWFRS Collective Agreement  
Letter of Understanding #4-2014: Promotional Protocols: EDMS - 772448  
Letter of Understanding (Restructure)(October 2015): EDMS - 772225  
Application for Fire Officer Development: EDMS - 772505

Fire Chief Signature: 	Effective: September 18, 2013
Replaces: NEW	Issued On: January 1, 2016



**Assistant Deputy Chief Curtis Bremner**  
New Westminster Fire & Rescue Services  
1 East 6<sup>th</sup> Avenue  
New Westminster BC  
V3L 4G6

**RE: Fire Officer Development Program**

Assistant Deputy Chief Bremner:

Please accept this letter as confirmation of my wish to enroll in the upcoming Fire Officer Development Program which begins:\_\_\_\_\_.

Upon Completion of the Program I will accept any duties assigned to me as a Company Officer.

In addition to this signed copy I have kept a second copy for my records.

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Fire Officer Development Program (FO I/II, FO III, Etc.):



## Fire Officer Career Development Program

Name: \_\_\_\_\_

Date Program Commenced: \_\_\_\_\_

	Initial	Date	Comments
<b>Fire Officer I &amp; II Captain</b>			
<input type="checkbox"/> Application for Company Officer Program submitted by candidate. <input type="checkbox"/> Reply and acknowledgment letter to FO candidate, <input type="checkbox"/> CTO provides pre-learning package to candidate. CTO will review the Fire Officer development program with the FO candidate and their company officer. <input type="checkbox"/> Schedule defined - completion dates for all components established.			
<b>Step 1 Pre-learning modules</b>			
<input type="checkbox"/> Hazmat Operations-NFPA 472 <input type="checkbox"/> Fire Service Instructor NFPA 1041-Level I <input type="checkbox"/> FDM modules, Telestaff <input type="checkbox"/> TCI			
<b>Step 2 -Self Directed study</b>			
<input type="checkbox"/> J. & B Fire officer Principles and Practice Student Workbook <input type="checkbox"/> Directed self-study assignment and in house exam <input type="checkbox"/> Buddy to Boss leadership book assignment and Open Book exam completed			
<b>Step 3- FO I &amp; II Certification component</b>			
<input type="checkbox"/> Fire Officer I course - Module 1 completed <input type="checkbox"/> Fire Officer I course - Module 2 completed <input type="checkbox"/> Fire Officer I course - Module 3 "in house" completed			
<input type="checkbox"/> Fire Officer I course assignments completed and marked			
<input type="checkbox"/> Fire Officer II course - Module 1 completed <input type="checkbox"/> Fire Officer II course - Module 2 completed <input type="checkbox"/> Fire Officer II course assignments completed and submitted <input type="checkbox"/> "Preceptorship Program" completed -EDMS #s: 656502,-647040			

<input type="checkbox"/>	Successfully completed practical scenario/s <ul style="list-style-type: none"> <li>▪ Structure fire,</li> <li>▪ MVI,</li> <li>▪ Hazardous materials incident</li> </ul>			
<input type="checkbox"/>	Indicator to act as Captain created in Telestaff.			
<input type="checkbox"/>	Letter confirming status to act in the Captain position			
<b>Step 4- Probationary Period</b>				
<input type="checkbox"/>	Completion of 32 shifts as acting Captain. Candidate will track progress and schedule performance appraisals with the Platoon Captain.			
<input type="checkbox"/>	Submit completed performance appraisal to Deputy Chief			
<input type="checkbox"/>	First Successful performance appraisal Successful evaluated operational practical scenario			
<input type="checkbox"/>	Completion of 64 shifts as acting Captain. Candidate will track progress and schedule performance appraisals with the Platoon Captain.			
<input type="checkbox"/>	Submit completed performance appraisal to Deputy Chief			
<input type="checkbox"/>	Successful evaluated operational practical scenario			
<input type="checkbox"/>	Completion of 96 shifts as acting Captain. Candidate will track progress and schedule performance appraisal with the Platoon Captain			
<input type="checkbox"/>	Second successful performance appraisal –submit to Deputy Chief			
<input type="checkbox"/>	Successful evaluated operational practical scenario			
<input type="checkbox"/>	Probationary period completed Letter to candidate confirming promotion to Captain			
<input type="checkbox"/>	Annual performance appraisal by Platoon Captain–submit to Deputy Chief			
<input type="checkbox"/>	Successful completion of annual practical scenario.			
<b>Step 5 – Review</b>				
<input type="checkbox"/>	Oral Assessment			
<b>Step 6 -Promotion</b>				
<input type="checkbox"/>	Promotion			

<b>Fire Officer III - Platoon Captain</b>			
<b>Step 1 – Application &amp; Self Directed study</b>			
<input type="checkbox"/>	Candidate requests permission to begin Fire Officer III program, apply in writing to the Fire Chief or designate.		
<input type="checkbox"/>	Confirmation letter to applicant		
<input type="checkbox"/>	Platoon Captain proficiency package issued to candidate. EDMS # 413298		
<input type="checkbox"/>	Candidate requests to meet and review terms of reference with Deputy Chief or Assistant Deputy Chief		
<input type="checkbox"/>	Appropriate signatures captured on candidate's proficiency program package		
<b>Step 2 – Self directed study &amp; mentoring program</b>			
<input type="checkbox"/>	Review of FO II material- including but not limited to <ul style="list-style-type: none"> <li>• Hazardous materials</li> <li>• TCI program</li> <li>• High rise</li> <li>• ICS</li> </ul>		
<input type="checkbox"/>	Platoon Captain program assignments completed; appropriate signatures captured		
<input type="checkbox"/>	Successful completion of LAFC course		
<b>Step 3 – In house component</b>			
<input type="checkbox"/>	Candidate requests oral assessment date, outlook meeting request to applicant confirming oral assessment date		
<input type="checkbox"/>	Review of Fire Chief expectations, Roles and responsibilities, daily duties		
<input type="checkbox"/>	Review of administrative duties including but not limited to: <ul style="list-style-type: none"> <li>• EDMS</li> <li>• Telestaff</li> <li>• MS Office</li> <li>• FDM-Training module, station journal etc</li> <li>• Equipment-inventories, maintenance, repairs</li> <li>• MCU, DOC operations</li> <li>• HR</li> <li>• Health and wellness</li> <li>• Performance appraisals</li> <li>• Accident investigation</li> <li>•</li> </ul>		
<b>Step 4 - Assessment</b>			

<input type="checkbox"/>	Panel oral assessment and situational testing			
<input type="checkbox"/>	2 <sup>nd</sup> oral assessment/evaluation (Optional if necessary)			
<input type="checkbox"/>	3 <sup>rd</sup> oral assessment/evaluation (Optional if necessary)			
<input type="checkbox"/>	Successful completion of Practical Scenarios: <ul style="list-style-type: none"> <li>▪ Multi-family structure fire</li> <li>▪ Hazardous material incident</li> <li>▪ Commercial structure fire</li> </ul>			
<input type="checkbox"/>	Situational scenario evaluations TeleStaff.			
<input type="checkbox"/>	Indicator to act as Platoon Captain created in Telestaff.			
<input type="checkbox"/>	Letter confirming status to act in the Platoon Captain position			
<b>Step 5- Probationary period</b>				
<input type="checkbox"/>	Completion of 32 shifts as acting Platoon Captain. Candidate will track progress and schedule performance appraisals with Deputy Chief.			
<input type="checkbox"/>	First Successful performance appraisal - Deputy Chief			
<input type="checkbox"/>	Successful evaluation of a practical scenario			
<input type="checkbox"/>	Completion of 64 shifts as acting platoon captain.-Candidate will track progress and schedule performance appraisal with the Platoon Captain			
<input type="checkbox"/>	Second successful performance appraisal –Deputy Chief			
<input type="checkbox"/>	Successful evaluation of a practical scenario			
<input type="checkbox"/>	Completion of 96 shifts as acting Platoon Captain. Candidate will track progress and schedule performance appraisals with Deputy Chief.			
<input type="checkbox"/>	First Successful performance appraisal - Deputy Chief			
<input type="checkbox"/>	Successful evaluation of a practical scenario			
<input type="checkbox"/>	Application submitted by candidate to apply for posted Platoon Captain position			
<input type="checkbox"/>	Confirmation letter into promoted role			

# **New Westminster Fire & Rescue Services**

## **Fire Officer Development Program**

### **Fire Officer I & II-Captain**

**Purpose:** To define the career path for Fire Officer Development, from a senior firefighter to Platoon Captain within New Westminster Fire & Rescue Services. NWFRS Officer Promotional Process O.G. 5.01.10.000-EDMS 772277 and the career development program checklist identify the components of this program and further define the process to transition from a firefighter to company officer.

**Scope:** All staff eligible to enter the Fire Officer Development Program.

**Program:** Fire Officer Development from firefighter to Platoon Captain.

**Pre-requisite to entering Fire Officer Program:**

- Eligibility to enter the program is dependent on operational need, seniority, and successful completion of pre-requisites. Completion of 10 years of service, NFPA 1001, F.F. levels 1 and 2, NFPA 472 Operations Level, NFPA 1041 Fire Service Instructor, a full term served in either of the FPO division or the Fire Prevention Task Force, or identified in-house operational instructional qualifications.
- Upon notice, members interested in participating in the Officer Development Program need to apply in writing to the Fire Chief or designate for acceptance into the program. Acceptance into the program will be on a seniority basis and limited to the number of vacancies available in the current Fire Officer Program. Applicants will receive a letter from the Fire Chief or designate advising them they have been accepted into the program.
- The Fire Chief may modify requirements based on operational staffing needs however, such requirements will only be altered prior to the start of a given process and not while any given process is in midstream.

#### **Probationary Period (Performance Appraisals):**

Once each candidate has successfully completed the course requirements for each level of the officer development program, FO I/FO II, & FO III (Platoon Captain) they will enter into a probationary period that will be defined as the first 96 shifts worked in an acting capacity. This period of probation is designed to give each candidate the opportunity to learn from

the experience of senior officers and is meant to assist the acting officer in gaining the knowledge and skills of working at a higher level of responsibility. During the 96 scheduled working shifts, the candidate will be provided with three performance appraisals and three practical scenario evaluations. The evaluative process will provide a feedback mechanism for the officer candidate's development and to facilitate mentoring and coaching necessary for each candidate to be successful.

The purpose of the performance appraisal program will be to:

- Assess Performance,
- Highlight areas that will require additional attention, and
- Develop and support individual learning plan(s)

### Process and Educational Content

#### Step 1

##### **Pre-Learning Module (Prior to Fire Officer 1):**

*Note: Fire Officer Candidates are required to successfully complete the Pre-Learning module before entering the directed self-study component:*

- Minimum 10 years' service (subject to discretion of the Fire Chief based on an operational need)
- NFPA 1001, Firefighter Level I and II
- NFPA 472, Operations Level Haz-Mat
- NFPA 1041, Fire service instructor
- In-house truck company inspections (TCI) program,
- Introduction to Telestaff, FDM (Incident, Property and Training modules)
  - Incident module- FDM RMS –(PPT) EDMS # 607223
  - Inspection module - TCI's, reporting guidelines – ADC Dick to provide
    - TCI PPT EDMS # 385690
  - Training Module – session entry and audits
    - Lesson Plan for raining module EDMS # 618439
    - Workflow –EDMS # 627371
    - FDM Training Module- Training session entry OG – EDMS # 606441
    - How to create a training session doc. EDMS # 618635
  - Station Journal
  - Telestaff - Work scheduling

- Technical writing for incident reports & communications,
- From Buddy to Boss: (Effective Fire Service Leadership, by Chase Sargent) assignment and subsequent evaluation.
- All operational skill codes (I.E., EVO, Tower Driver, FR 3,)

## **Step 2**

### **Directed Self Study Component (Pre-Fire Officer I):**

*Note: Entry into the Self Study Component requires successful completion of the Pre-Learning Module.*

1. NWFRS Terms of Reference:
  - a. Captain (EDMS # 389307)
2. Building construction:
  - a. J&B Fundamentals of Fire Fighter Skills, Chapter 6
  - b. Chapter 6 Review (EDMS #419697)
3. Electrical Safety:
  - a. Operational Guidelines
    - i. 2.25.04.000 Downed Electrical Lines (EDMS #367525)
    - ii. 2.25.04.001 Substations – Electrical Vaults (EDMS #367526)
    - iii. 4.07.01.000 Removal of Electrical Meters (EDMS #367564)
  - b. Other Agencies
    - i. BC Hydro Electrical Hazards Facing Firefighters (EDMS #447335)
  - c. Department Information
    - i. Entry into New Westminster Electrical Vault (EDMS #447102)
    - ii. Electrical Hazards Facing Firefighters (EDMS #447105)
  - d. PowerPoint Presentations
    - i. Electrical Emergency Scene Safety PowerPoint (EDMS #447073)
    - ii. Natural Gas and Utilities Emergency Management (EDMS #447240)
4. Elevators:
  - a. Operational Guidelines
    - i. 2.16.04.000 Elevator Rescue – Hydraulic Elevators (EDMS #367445)
    - ii. 2.16.04.001 Elevator Rescue – Traction Elevators (EDMS #367446)
    - iii. 2.25.05.000 Firefighters' Elevators (EDMS #367530)
    - iv. 2.16.03.000 Rescues – No Fires (EDMS #367430)
  - b. J&B Fundamentals of Fire Fighter Skills, Chapter 26, Elevator and Escalator Rescue
5. Fire Alarm Systems
  - a. Operational Guideline
    - i. EDMS # 466453
  - b. Fire Detection Systems, J&B Fire Inspector Principles and Practice, Chapter 8
6. Clandestine Lab/Grow Op Awareness
  - a. EDMS # 447306
  - b. J&B Hazardous Materials Awareness and Operations Chapter 13
7. Natural Gas, Propane and Other Gases Safety

- a. Operational Guidelines
  - i. 1.07.06.001 Gas Detector – Maintenance Procedures (EDMS #367277)
  - ii. 1.07.06.002 Gas Detector – Calibration and Service (EDMS #367278)
  - iii. 1.07.06.003 Gas Detector – Bump Test Procedure (EDMS # 367279)
  - iv. 1.07.07.000 Compressed Gas Cylinders – Hydrostatic Dates (EDMW #367280)
  - v. 1.07.07.001 Handling Compressed Gas Cylinders (EDMS #367281)
  - vi. 2.17.09.000 Compressed Gas Cylinders (EDMS #367467)
  - vii. 2.17.09.001 Liquefied Petroleum Gas – LPG (EDMS #367468)
  - viii. 2.17.10.000 Natural Gas Response – General Rule (EDMS #367469)
  - ix. 2.17.10.001 Gas Fired Boilers – Overheating (EDMS #367470)
  - x. 2.17.10.002 Natural Gas in a Structure – With Fire (EDMS #367471)
  - xi. 2.17.10.003 Natural Gas in a Structure – No Fire (EDMS #367472)
  - xii. 2.17.10.004 Natural Gas Leak – With Fire (EDMS #367473)
  - xiii. 2.17.10.005 Natural Gas Leak – No fire (EDMS #367474)
  - xiv. 2.17.11.000 Carbon Monoxide Gas (EDMS #367475)
- b. Department Information
  - i. Natural Gas Awareness (EDMS # 447161)
- c. Propane Awareness
  - i. EDMS # 466457
- d. PowerPoint Presentations
  - i. Natural Gas Awareness PowerPoint (EDMS #447159)
  - ii. Natural Gas and Utilities Emergency Management (EDMS #447240)
- 8. TransLink, light rapid transit, SkyTrain
  - a. Operational Guidelines
    - i. 2.25.04.004 SkyTrain Sub Station Procedures (EDMS #367529)
    - ii. 2.25.13.000 SkyTrain – General (EDMS #367539)
    - iii. 2.25.13.002 SkyTrain - Station Run Through Procedures (EDMS #367540)
  - b. SkyTrain Emergency Response Agency Handbook
  - c. Department Information
    - i. Memo #18 2012 SkyTrain Fire Command Post Location Change (EDMS #396380)
    - ii. SkyTrain Addresses
      - 1. 22<sup>nd</sup> Street Station – 2124 Seventh Street
      - 2. New Westminster Station – 34 Eighth Street
      - 3. Columbia Station – 425 Columbia Street
      - 4. Sapperton Station – 202 Keary Street
      - 5. Braid Station – 81 Braid Street
    - iii. Training Video – (Each Fire Hall Has a copy)
      - 1. SkyTrain Emergency Rescue
  - d. PowerPoint Presentations
    - i. SkyTrain Jacking for Firefighters PowerPoint (EDMS #447368)
  - e. BC Transit Compress Natural Gas Fuelled Vehicles (EDMS #447638)
- 9. Vehicle extrication, I&B Fundamentals of Fire Fighter Skills, Chapter 25
  - a. Operational Guidelines
    - i. 2.16.03.009 Extrication – Motor Vehicle Accidents (EDMS #367439)
  - b. PowerPoint Presentation
    - i. Vehicle Rescue and Extrication Chapter 25 (EDMS #419719)
- 10. NWFRS Truck Company Inspection Process



- a. Operational Guidelines
  - i. 5.03.02.001 Truck Company Inspections (EDMS #367178)
  - ii. 5.03.02.001 Truck Company Inspections Appendix (EDMS #367177)
  - iii. 5.03.02.002 Familiarizations Inspections Rest Homes and Hospitals (EDMS #367180)
- b. PowerPoint Presentations
  - i. TCI PPT Feb 2013 (EDMS #385690)
- 11. Types of Occupancies, J&B Fire Inspector Principles and Practice, Chapter 3
- 12. Fire Prevention & Public Education, J&B Fundamentals of Firefighter Skills, Chapter 35
  - a. J&B Fire Prevention and Public Education Chapter 35 PowerPoint (EDMS #419736)
- 13. Fire Cause Determination, J&B Fire Officer Principles and Practice, Chapter 17
- 14. Portable fire extinguishers, J&B Fundamentals of Firefighter Skills, Chapter 7
  - a. PowerPoint, J&B Portable Fire Extinguishers Chapter 07 (EDMS #423893)
- 15. Haz-Mat/Emergency Response Guide:
  - a. Recognizing and identifying the hazards
  - b. ERG guide-EDMS # 470215
  - c. J&B Fundamentals of Firefighter Skills, Chapter 29
  - d. PowerPoint Presentation, Recognizing and Identifying the Hazards (EDMS #419724)
- 16. Haz-Mat: PPE, Scene Safety and Scene Control
  - a. J&B Fundamentals of Firefighter Skills, Chapter 31
  - b. PowerPoint Presentation, Scene Safety and Scene Control (EDMS #419728)
- 17. Haz-Mat: Decontamination
  - a. J&B Fundamentals of Firefighter Skills, Chapter 33
  - b. PowerPoint Presentation, Decontamination Techniques (EDMS #419734)
- 18. Salvage and overhaul
  - a. J&B Fundamentals of Firefighter Skills, Chapter 18
  - b. PowerPoint Presentation, Salvage and Overhaul Chapter 18 (EDMS #423906)
- 19. Fire Service Communication.
  - a. J&B Chapter three-EDMS # 636305
- 20. Fire Flow and Fire Suppression Systems
  - a. J&B Fire Inspector, Chapter 9
- 21. Ventilation
  - a. J&B Fundamentals of Firefighter Skills, Chapter 14
  - b. PowerPoint Presentation, Ventilation Chapter 14 (EDMS #418817)
- 22. Water Supply
  - a. J&B Fundamentals of Firefighter Skills, Chapter 15
  - b. PowerPoint Presentation, Water Supply Chapter 15 (EDMS #423901)
- 23. High-Rise Operations
  - a. Operation Guidelines
    - i. 2.17.05.000 High Rise Fire Attack
  - b. J&B Fundamentals of Firefighter Skills, Chapter 16
- 24. ICS 100
  - a. Operational Guidelines
    - i. 2.02.00.000 Incident Command System (EDMS #367293)
    - ii. 2.02.01.000 Incident Command – Responsibilities (EDMS #367294)
    - iii. 2.02.01.001 Command Post – Incident Command System (EDMS #367295)
    - iv. 2.02.02.002 Rehabilitation Area – Incident Command (EDMS #367300)
    - v. 2.02.02.003 Incident Command – Rehabilitation (EDMS #367301)
    - vi. 2.02.05.000 Information Officer – Incident Command System (EDMS #367304)

- vii. 2.02.07.000 Planning Section Chief – Incident Command System (EDMS #367306)
- viii. 2.02.08.000 Logistics Section Chief – Incident Command System (EDMS #367307)
- ix. 2.02.09.000 Finance Section Chief – Incident Command System (EDMS #367308)
- x. 2.17.00.002 Initial Response – Size Up Command (EDMS #367448)
- b. J&B Fundamentals of Firefighter Skills, Chapter 4
- c. Incident Command Addendum (EDMS #419774)
- d. PowerPoint Presentations
  - i. Incident Command System (EDMS #419014)
  - ii. NW Incident Command (EDMS #423857)
  - iii. Incident Command and Passport Accountability Review (EDMS #419016)
  - iv. J&B ICS Incident Command (EDMS #419695)
- 25. Asbestos Exposure Control Plan
  - a. Operational Guideline
    - i. 1.01.06.001 Asbestos Plan Operational Guideline (EDMS #421319)
  - b. Information
    - i. Asbestos Awareness OHS 306 (EDMS #164043)
    - ii. Sources of Asbestos in the Home (EDMS #164040)
    - iii. Vermiculite Insulation (EDMS #164038)
    - iv. Health Risks of Asbestos (EDMS #164032)
    - v. Asbestos About Your Home (EDMS #162151)

### **Step 3**

The Fire Officer I & II program shall be scheduled by the Fire Chief (or their designate) dependent on the operational need for company officers. FO1 and FO II will be delivered concurrently.

#### **Fire Officer I:**

Module 1 - Administrative, Supervisory, Leadership and Managerial Classroom Sessions:

- Successfully complete the required certified course:

Module 2 - Emergency Scene Management Level I Classroom Sessions:

- Successfully complete the required certified course, inclusive of examination and evaluations.
- Successful completion of course assignments
- Successful completion of preceptorship program

#### **Fire Officer II:**

Module 1 – Administrative, Supervisory, Leadership and Managerial Classroom Sessions:

- Successfully complete the required certified course, inclusive of examinations.

Module 2 – Emergency Scene Management Level II Classroom Sessions:

- Successfully complete the required certified course, inclusive of examinations and evaluations.

Module 3 – In house Administrative Training (currently under development):

- Roles and Responsibilities – Terms of Reference Company Officer (EDMS 417472)
- EDMS- Report writing EDMS 484312 (PPT) Under development
- Office procedures and Computer training (Outlook, MS Word, MS Power point, MS Excel) – Under development
- OH&S
  - o Accident reporting procedures (City vehicle involvement in MVI)
  - o Accident / Injury reporting and accident investigation
- HR:
  - o Attendance and Disability Management program, doc. # 141052
  - o Performance management
  - o Labour relations
  - o Performance reviews
  - o Respectful Workplace Policy, - Doc. # 133506
- Legal issues:
  - o Section 217 (Bill C 45)
  - o Liability
  - o Risk Management
  - o Due diligence
  - o Awareness and Understanding of the LAFC – 6.1. (a-c) of fire services act.
  - o Awareness and Understanding of the CNW Fire Protection Bylaw No. 6940, 2004
- DOC and Mobile Command Centre-
  - o NWFRS emergency management
- Leadership & Interpersonal training
  - o Interpersonal Skills
  - o Organizational Behaviour
  - o Conflict Resolution
  - o Frontline Leadership/Supervision
- Successfully completes multiple operational practical scenarios, including but not limited to:
  - o Single family structure fire
  - o Multi-family;
    - Three story walk ups
    - High rise
    - Residential over commercial
    - Commercial structure fire
    - Medical aid call
    - MVI
    - Hazardous Material incident

## **Step 4 Probationary Period**

### **Scoring matrix 20% / category:**

1. Theory: - this shall encompass all classroom participation, self-study material, and all homework assignments.
2. Practical: - this shall be an operational scenario that shall be an in-field scenario based on a realistic scenario using NWFRS operational apparatus and crews.
3. Problem-solving session: - this shall be an in-house facilitated problem-solving session whereby the candidate showcases their ability to manage a number of Human Resource, Leadership, Staffing, Situational Problems presented in hard copy and evaluated by the CTO, ADC and/or a Deputy Chief.

- 
- Passing grade for each component shall be 70%.
  - Candidates are required to meet the minimum passing grade in each category in order to be successful in the process and proceed further.

*Note: The candidate now begins the probationary period of 96 scheduled shifts working. This probationary period is for Captain confirmation. (Reference Collective Agreement Article 4.4 (e))*

*Note: CTO issues Jones & Bartlett Fire Officer Principles and Practice – Student Workbook to candidate, with assignments indicated – to be completed by the end of the 96 scheduled shifts probationary period.*

Successfully complete probationary period of 96 scheduled and worked shifts. This includes 3 successful performance appraisals.

4. Performance Appraisal: Based on the candidates' ability to improve on areas identified as needs or meets requirements, and the efforts taken to improve on the job performance. Performance appraisals are to be used as coaching and mentoring tools to assist in improving job skills and knowledge.

## **Step 5- Oral Assessment**

5. Oral Assessment: this shall be an interview utilized to review areas previously identified in performance evaluation as well as questions utilizing the use of a scoring matrix that shall be consistent for all members.

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- Passing grade for each component shall be 70%.
- Candidates are required to meet the minimum passing grade in each category in order to be successful in the process.

## **Step 6**

### **PROMOTION:**

- Once each candidate is successful in their probationary period (has shown the ability to learn, improve and receive successful performance appraisals) and is successful in the five scoring matrix components (all classroom theory, the practical scenario, the facilitated problem-solving sessions, the oral assessment process, and three performance appraisals) as identified in the promotional process the candidate will then be eligible for promotion to Captain into a posted position.

## **New Westminster Fire & Rescue Services**

### **Fire Officer Development Program**

#### **Fire Officer III Program -Platoon Captain**

**Purpose:** To define a career path for Fire Officer Development from the role of a confirmed Fire Captain to Platoon Captain within New Westminster Fire & Rescue Services. Refer to the NWFRS Officer Promotional Process O.G. 5.01.10.000 (EDMS 772277) and the NWFRS fire Officer Development Program checklist EDMS # 439425. The NWFRS fire Officer Development documents identify the knowledge, skills, abilities, and education and qualification process necessary for the development of Fire Officers to the level Platoon Captain. Refer to the Platoon Captain's Terms of Reference (EDMS 771959).

**Scope:** Any member of the NWFRS that is a confirmed Captain

**Program:** The Fire Officer Development program; FO III - Platoon Captain level consists of the candidate successfully completing:

- Eligibility to enter the FO III Platoon Captain program is dependent on operational need, successful completion of all pre-requisites, and a full term served in either the FPO Division, the Fire Prevention Task Force, or identified in-house operational instructional qualifications.
- A directed self-study and mentoring component supported by the assigned Deputy/Assistant Deputy Chief and the confirmed Platoon Captain,
- In-house education delivery,
- Successful completion of Local Assistant to the Fire Commissioner (LAFC) course,
- Successful completion of practical operational scenario,
- Completion of a successful facilitated situational problem solving session,
- Completion of a successful written exam, and
- Successful completion of oral assessment

#### **Probationary Period**

Once each candidate has successfully completed the course requirements for each level of the officer development program (FO I/FO II & FO III/) they will enter into a probationary period that will be defined as the first 96 scheduled shifts worked in an acting capacity. This period of probation is designed to give each candidate the opportunity to learn from the experience of senior officers and is meant to assist the acting officer in gaining the knowledge and skills of

working at a higher level of responsibility. During the 96 scheduled working shifts the candidate will be provided with three performance appraisals and practical evaluation at equal intervals (32, 64, and 96 shifts) during the probationary period that will be effectively used as a mentoring and a learning tool and to identify areas of necessary improvement. The intent of the Performance Appraisal program is to provide feedback on a candidate's performance and to provide the tools necessary for each candidate to be ultimately successful throughout the process and in the new role. The purpose of the performance appraisal program will be to:

- Assess Performance,
- Highlight areas that will require additional attention, and
- Develop and support individual learning plan(s).

#### **The Fire Officer III Development Program Outline (FO III):**

Pre-requisites to entering FO III Program:

- Eligible to enter the Fire Officer III development program upon successful completion of Fire Officer II and confirmed to the rank of Fire Captain in NWFRS.
- Upon notice, members interested in participating in the FO III/ Program need to apply in writing to the Fire Chief or designate for acceptance into the program. A letter will be sent to the applicant from the Fire Chief or designate accepting them to the program. Acceptance into the program will be on a seniority basis and limited to the number of spots available in the current Fire Officer III program.
- The Fire Chief may modify requirements based on operational staffing needs, however, such requirements will only be altered prior to the start of a given process and not while any given process is in midstream.

#### **STEP 1**

##### **Early learning modules (refresher from Fire Officer I):**

Note: participation in the program requires successful completion of each module prior to acceptance. Topics include but are not limited to:

- Hazardous materials operations level (refresher)
- Fire Service Instructor (refresher)

- NWFRS In-house truck company inspections (TCI) program,
- Incident report writing & communications,
- *From Buddy to Boss*: (Effective Fire Service Leadership, by Chase Sargent) assignment and subsequent evaluation.

## STEP 2

### **Directed self-study and mentoring component:**

The candidate will be issued the Platoon Captain Self-Study Program package (EDMS TBD).

The Platoon Captain Program has been created as an in-house training and mentoring program that Fire Officer III candidates will complete to enhance their understanding, knowledge and ability to fill the position. The process is designed for the Fire Officer III candidate to complete while on-duty working with the on-duty Deputy/Assistant Deputy Chief in a practical mentorship environment. It is expected that the Platoon Captain Proficiency Program training be completed within four months of implementation.

## STEP 3

### **In-House Educational Delivery:**

The following topics will be delivered to the candidate while on-shift and on-duty:

- Fire Chief's Expectations
- Role and Responsibilities – Platoon Captain Terms of Reference
- Administrative duties, daily, weekly.
- Office procedures and Computer training:
  - EDMS
  - MS Word
  - MS Excel
  - Firehall Daily Journal
  - Training Records
  - Small Equipment Log Book
  - First-Aid Supplies
  - Weekly Inventories



- Equipment Repair / Replacement procedures
- Outlook
- TeleStaff:
  - Payroll
  - Exceptions
  - Leave Requests
  - Special Circumstances
  - Instructor Pay
  - Work Scheduling
  - Up staffing When Required
- Training Calendar
- FDM:
  - Incident Reporting/Recording
  - Accepting/Rejecting FDM Reports
  - FIRE Reporting
  - TCI Inspection Completion
  - Training Records
- Mobile Command Unit
- DOC/EOC
- E-Comm CAD/RMS Procedures
- Basic Attendance Management Program Understanding, (book off, book back procedures)
- WorkSafe Staffing Procedures:
  - Injury/Incident Investigation
  - Notification Procedures
- Respectful Workplace policy and Harassment policy
- On call Duty Chief
- Operational Responsibilities – Platoon Captain
- Fire Inspections, Investigations and Public Education
- LAFC Responsibilities and Obligations
- Fire and Rescue Policy and Procedures, Rules
  - Responsibility Forms
  - Alarm Panels
- Safety Committee Process/Procedures
- NWFRS Policy and Procedures
- Performance Planning:
  - Personal
  - Direct Reports

- Health and Safety guidelines, Health and Safety – Critical Incident Response Management, Incident Safety, Work Safe BC – Part 31 Firefighting, Personal Protective Equipment, Personal Injury and Vehicle Accidents
- NWFRS Collective Agreement
- Practical Emergency Incident Management Evaluations

#### **STEP 4: Assessment /evaluations:**

##### **Practical Operational Scenario:**

Each candidate will have to manage an operational scenario with NWFRS resources. A number of scenarios will be presented to the candidate face-down, and the candidate will select one to facilitate and manage. The assessment of the outcome of the scenario will be conducted by the CTO, and/or the Deputy/Assistant Deputy Chief(s).

##### **Situational Problem Solving Session:**

The candidate will be asked to showcase their skills in a number of areas and present solutions to the following situational problems:

- Staffing Rosters
- Leadership
- Human Resource Management
- Communications
- Operations

The situational problems will be presented to the candidate and will be solvable with the tools and experience the candidate has received throughout their career and the Fire Officer program.

Upon Successful completion of all the components the candidates is qualified to act as a Platoon Captain.

## Scoring Matrix:

1. Annual Emergency Incident Management Practical Scenario: 25% - This shall be an operational scenario that shall be an in-field scenario based on a realistic scenario using NWFRS resources.
2. Performance Appraisals: 25% - This shall be based on the candidate's ability to improve on areas identified as needs or meets requirements as outlined in the terms of reference, and the efforts taken to improve on the job performance. *Bremerism?*
3. Problem Solving Session: 25% - This shall be concluded from a scoring matrix consistent to all candidates and pertains to situational problem-solving questions.
4. Written Examination: 25% - This shall be a written exam covering the educational material from the FO III training.
5. Candidate must pass each component
6. A passing grade for the completion of the program is 70%.
7. Candidates are required to meet the minimum passing grade in each category in order to be successful in the process. Failure of one component in the evaluation matrix constitutes an overall failure of the program.

## Probationary Period

Once the candidate has successfully completed the program requirements for FO III the Platoon Captain they will enter into a probationary period that will be defined as the first 96 scheduled shifts worked in an acting capacity. This period of probation is designed to give each candidate the opportunity to learn from the experience of senior officers and is meant to assist the acting officer in gaining the knowledge and skills of working at a higher level of responsibility. During the 96 scheduled working shifts the candidate will be provided with three performance appraisals and practical evaluation at equal intervals (32, 64, and 96 shifts) during the probationary period that will be effectively used as a mentoring and a learning tool and to identify areas of necessary improvement. The intent of the Performance Appraisal program is to provide feedback on a candidate's performance and to provide the tools necessary for each candidate to be ultimately successful throughout the process and in the new role. The purpose of the performance appraisal program will be to:

- Assess Performance,
- Highlight areas that will require additional attention,
- Develop an appropriate learning plan(s) as necessary.

Upon the completion of the 96 shifts, three successful performance appraisals, and three successful practical scenario evaluations, the candidate can apply for the posted Platoon Captain position.



<b>Policy Title:</b>	<p><b>CODE OF CONDUCT</b></p> <p><b>Includes (but not limited to):</b></p> <ul style="list-style-type: none"> <li>• <b>Affidavits and Legal Opinions</b></li> <li>• <b>Business Lunches, Seminars and Social Functions</b></li> <li>• <b>City Property and Information</b></li> <li>• <b>Conflict of Interest</b></li> <li>• <b>Criminal Implications</b></li> <li>• <b>Disclosure of Property Ownership or Organization</b></li> <li>• <b>Fraud and Anti-Theft Measures</b></li> <li>• <b>Gifts and/or Personal Benefits</b></li> <li>• <b>Outside Employment</b></li> <li>• <b>Political Activity</b></li> <li>• <b>Public Comment</b></li> <li>• <b>Reporting and Whistleblower Protection</b></li> <li>• <b>Substance Use</b></li> <li>• <b>Telephones (land and mobile)</b></li> <li>• <b>Workplace Behaviour</b></li> </ul>
<b>Issue Date:</b>	<b>1998 AUGUST</b>
<b>Revised Date:</b>	<b>2013 JANUARY</b>
<b>Prepared by:</b>	<b>JOAN BURGESS</b>
<b>Document #:</b>	<b>326244</b>

**Purpose**

Local government is an accessible and accountable form of government. To ensure public trust the highest standards of ethical conduct are to be maintained by municipal employees. This Policy is meant to promote high ethical standards and behaviour within the City’s workforce. It does not provide specifics for every circumstance.

City employees have a responsibility not merely to obey the law, but to act in such manner that their conduct will bear the closest public scrutiny.

## **Scope**

This Policy applies to all persons associated with and employed by the City of New Westminster, elected officials, and Boards, and to all aspects of the employment relationship.

- **Affidavits and Legal Opinions**

Employees should not swear affidavits or execute statutory declarations or any other documents relating to facts that have come to their knowledge in the course of their duties with the City, which documents may be used in court proceedings, unless such documents have been approved by the Chief Administrative Officer and the City Solicitor or by a lawyer acting for the City.

Employees should not release any written opinion prepared by the City Solicitor or by a lawyer acting for the City to any persons not employed by the City or who are not members of City Council without prior approval from the Chief Administrative Officer.

- **Business Lunches, Seminars and Social Functions**

The City discourages the practice of conducting business during breakfast, lunch or dinner. Employees are encouraged to conduct business at City premises during working hours eliminating the need for the “business” meal. It is acknowledged however, that unique circumstances may result in the infrequent need to conduct business during a meal.

If an employee chooses to attend a seminar, social function, fundraising dinner, or community breakfast, lunch or dinner, the employee should pay for his or her own expenses incurred unless approval has been granted by the employee’s supervisor to attend the function as an official designated City representative. In the latter instance, the City will reimburse the employee for reasonable, substantiated business expenses such as cost of the event and/or meal, parking and mileage if incurred.

Expenses incurred by an employee’s spouse or guest attending a function are the employee’s expense unless the invitation clearly includes spouses and/or guests. Unusual circumstances are addressed by the Chief Administrative Officer.

Employees will not be reimbursed for liquor expenses.

- **City Property and Information**

City property including vehicles, equipment, mobile phones, computer software and hardware, materials and City information (oral, written or computerized) should be used only in the performance of an employee's employment duties and should not be used for personal benefit. Information accumulated by the City, whether by employees or other sources, is the property of the City and, unless generally available to the public, is not to be shared externally without the permission of the relevant department head.

Use of City equipment in the pursuit of training and performance enhancement is acceptable with a direct supervisor's permission.

- **Conflict of Interest**

Employees of the City of New Westminster are expected to conduct themselves with personal integrity, ethics, honesty and diligence in performing their duties for the organization. Employees are required to support and advance the interests of the organization and avoid placing themselves in situations where their personal interests actually or potentially conflict with the interests of the City.

The City recognizes the right of its employees to be involved in activities as citizens of the Community and especially encourages nonprofit involvement in community activities. Employees should, however, ensure their role as private citizens remains separate and distinct from their responsibilities as employees of the City and avoid conflict of interest situations. A conflict of interest can occur where an employee's private interests interfere, or could be perceived by a reasonable person to interfere, with his or her duties and responsibilities as an employee of the City. "Private interests" are those aspects of an employee's activities outside of his or her employment duties. These include an employee's:

- a. financial interests;
- b. paid and unpaid activities beyond his or her employment duties;
- c. relationships with third parties who may be:
  - i. employed by the City;
  - ii. doing business in the City; or
  - iii. seeking employment or benefits from the City.

It is not only actual conflicts of interest, but also the appearance of conflicts or the potential for conflicts that should be avoided. Employees should arrange their private interests in a manner that would preclude a reasonable person from asserting that a conflict or perceived conflict of interest has occurred.

As public servants we must carry out our work with the City of New Westminster's best interests in mind, not our own. We must conduct ourselves without bias, without favour and without allowing outside interests to conflict with work decisions.

Every municipal employee must perform his or her duties in an impartial manner.

- **Criminal Implications**

Employees should be aware of the following offences under the *Criminal Code* of Canada which form part of these guidelines:

- a. influencing or attempting to influence the voting and official activities of a municipal or other government official by means of bribery, fraud, threats or by the suppression of truth when one has a duty to disclose the truth; and
- b. selling, purchasing or influencing public appointments or offices and the corrupt offering or acceptance of secret commissions in relation to the affairs or business of one's employer or principal.

- **Disclosure Of Property Ownership Or Organization**

An employee who has a real or potential conflict of interest, or could reasonably be perceived to have a conflict of interest related to business and real estate matters undertaken by the City, should advise their Department Head or the Chief Administrative Officer immediately. Designated Officers and Department Heads should also submit disclosure of their personal business, real estate and other holdings under the "*Financial Disclosure Act*" to the Director, Finance and Information Services.

Employees should not deal directly with an issue where their own positions and responsibilities would place them in a conflict of interest.

- **Fraud and Anti-Theft Measures**

Fraud includes any acts characterized by intentional deception. Dishonest, illegal or fraudulent activities include, but are not limited to:

- Forgery or alteration of documents (cheques, promissory notes, time sheets, independent contractors agreements, purchase orders, etc.);



- Misrepresentation of information by an individual;
- Misappropriation of funds, securities, supplies or any other asset;
- Unauthorized use, disappearance or destruction of City property, equipment, materials or records;
- Improperities in the handling or reporting of money transactions;
- Authorization or receipt of payments for goods not received or services not performed;
- Authorization or receipt of payment for hours not worked;
- Any inappropriate expense claim made, which is unrelated to City business or the employee's job responsibilities;
- Any apparent violation of Federal, Provincial or local laws.
- All City of New Westminster property (including supplies, materials, equipment, vehicles, buildings, etc.) has been purchased in support of City business. Private use of City property will not be permitted without the authorization of the employee's immediate supervisor. Use of City equipment by any person other than a City employee will not be permitted without the authorization of the employee's immediate supervisor.

Employees are not permitted to take anything from the City's premises without approval of the relevant supervisor and/or manager. This includes equipment, materials, tools, software, etc.

Anyone caught stealing from the City will face dismissal and possible legal ramifications.

- **Gifts and/or Personal Benefits**

Employees may not accept gifts, money, discounts or favours including benefit to family members, friends or business associates for doing work that the City pays them to do. The exceptions to this are promotional or thank you gifts – gifts of nominal value. If you are in doubt, check with Human Resources.

An employee should not place himself or herself in a position where he or she is or may be under an obligation to any person who has business or other dealings with the City and would benefit from special consideration by the City.

An employee should not use the name of, or his or her employment with, the City to obtain discounts for goods and services for personal use, where such a discount is only offered to the employee and/or his or her immediate family rather than being generally available to City employees.

The City recognizes that staff members may wish to recognize their co-workers on occasions such as birthdays, showers, illnesses, family deaths and other major life

events. The City does not prohibit such gifts; the cost of such gifts are to be borne by the co-workers unless specifically approved by the Director of Human Resources or the Chief Administrative Officer.

- **Outside Employment**

As a general rule, employees should refrain from engaging in outside work or a business undertaking whether as an employee, director, officer, shareholder, principal, or agent:

- that interferes with or influences the performance of his or her duties as a City employee;
- in which an advantage is derived from being a City employee;
- if, in so doing, it appears to others that the employee is acting on behalf of the City or representing the City's opinion.

- **Political Activity**

Municipal employees are to be allowed as great a measure of political rights as can be reconciled with the need to ensure the fact and appearance of impartiality in the performance of their duties with the City. The point at which an appropriate balance can be struck in any particular case depends primarily on the nature and level of the employee's responsibilities.

Without restricting the scope of this rule, the following shall be considered breaches of the Code of Conduct:

- To use the authority or influence of his/her position with the City on behalf of a political party or candidate.
- To engage during working hours in any activity for or against a candidate.
- When seeking election to the City, an employee must adhere to the requirements of the Local Government Act.

- **Public Comment**

Every municipal employee shall display the reserve inherent in his/her position with the City when publically expressing personal opinions on matters of political controversy or on existing or proposed municipal policy or administration. Confidential matters must

be held in confidence by employees. In the employment relationship there is a balance between Freedom of Speech and Duty of Loyalty to the Employer.

- **Reporting and Whistleblower Protection**

If an employee becomes aware of a violation of the Code of Conduct, or another City policy, the employee should report the matter to their Manager, the Director of Human Resources or the Chief Administrative Officer. An employee can report via email, by meeting with the Manager, Director of HR or the Chief Administrative Officer or, in writing. No employee will be disciplined for making a report in good faith about a violation of this Code of Conduct or any other City policy, nor will the City tolerate any retaliation against an employee who has made such a report or participated in an investigation. However, an employee making false accusations will be disciplined.

- **Substance Use**

The following outlines the City's expectations and processes regarding the use of legal or illegal substances that impact employees', contractors' or volunteers' ability to perform their duties safely and efficiently. Reporting fit for work and remaining fit for work at all times while at work is a fundamental requirement of employment. Employees are expected to abstain from any substance during their work shifts that could impair their ability to safely and/or efficiently perform their duties. Employees are expected to refrain from the possession, distribution, offering or sale of illegal or legal (alcohol) substances at the workplace. Employees are expected to assume responsibility for their substance use problem, in the event of, and report their treatment program to Human Resources and work with the Return to Work Coordinator for the purposes of oversight and support (Attendance and Disability Management Program).

- **Telephones (land and mobile)**

Personal long distance charges incurred by an employee using a City telephone or cell phone must be recorded/reported by the employee and promptly paid by the employee.

The City will provide mobile telephones to employees requiring to use such equipment on a regular basis to carry out City business away from the office. Mobile telephone requests must be approved by the Department Head and submitted to the Purchasing Agent (Chief Information Officer, Finance & Information Technology) who will make the appropriate arrangements with the City's mobile telephone service provider. Only a mobile telephone billed through the City's program will be considered to be an authorized expenditure. Overages in the mobile telephone billing will be addressed with

the relevant employee; dependent on the cause of the overage, the employee may be responsible for the additional charges.

- **Workplace Behaviour**

Employees should ensure that at all times during the performance of their employment duties or while on City property or using City facilities that they abide by the Respectful Workplace and Human Rights Policy.

**Related Policies:**

P-Card Usage Policy

Respectful Workplace and Human Rights' Policy

Social Media Policy

Attendance and Disability Management Policy

**Replaces Policies:**

Conflict of Interest



# NEW WESTMINSTER

Human Resources

<b>Policy Title:</b>	<b>RESPECTFUL WORKPLACE AND HUMAN RIGHTS POLICY</b>
<b>Issue Date:</b>	<b>2010 June</b>
<b>Revised Date:</b>	<b>2016 January</b>
<b>Prepared by:</b>	<b>Joan Burgess, Director of Human Resources</b>
<b>Document #:</b>	<b>133506</b>

## 1. PURPOSE

The City of New Westminster values all of its Employees and is committed to providing a Workplace where people are treated, and treat each other, professionally and respectfully in their interactions. Through this Policy, the City supports the maintenance of a respectful workplace by providing education about human rights, harassment, bullying, and appropriate behaviour in the workplace and by setting out processes for resolution of respectful workplace complaints.

Principles:

- A Respectful Workplace enhances job satisfaction, teamwork and productivity and thus is in the best interests of the City, its Employees, Council, Boards and those providing services to the City and the citizens of New Westminster.
- This Policy responds to the City of New Westminster's responsibility under the BC Human Rights Code to prevent discrimination and harassment, to provide procedures to handle complaints, to resolve problems and to remedy situations when a breach of this Policy occurs. This Policy is also intended to comply with WorkSafeBC's policies on workplace bullying and harassment.
- The City of New Westminster will not tolerate disrespectful behaviour. All persons associated with and employed by the City of New Westminster are accountable for their own conduct and are required to conduct themselves in a respectful and appropriate manner at the workplace and at work-related gatherings. They are also responsible for reporting any breaches of this Policy to Human Resources (Managers, Karen Pollard or Jeannie Ziraldo or Assistant Director,

Richard Fong or the Director, Joan Burgess) and for participating in the City's initiatives to improve respect and conflict management within their work units.

- The City of New Westminster will provide training designed to support the administration of this Policy and to ensure that all persons governed by this Policy are aware of their responsibilities under this Policy.

## 2. **SCOPE**

- 2.1 This Policy applies to all Persons associated with and employed by the City of New Westminster, elected officials, and Boards, and to all aspects of the employment relationship. It governs conduct at the workplace and at work-related gatherings.
- 2.2 This Policy does not limit the rights or responsibilities of the City of New Westminster to manage work performance appropriately and in good faith. Actions by City Managers that are part of their responsibilities and performed for legitimate business purposes, such as changing work assignments or performance management, do not constitute a breach of this Policy.
- 2.3 The City may investigate an incident(s) on its own initiative where there are concerns about alleged breaches of this Policy, and the potential impact of inappropriate conduct on a respectful workplace.
- 2.4 This Policy supersedes previous City operating guidelines and/or policy on this matter.

## 3. **DEFINITIONS**

**A Respectful Workplace:** is characterized by courteous and considerate behaviour towards others; inclusion of all persons of different backgrounds, cultures or opinions; safety from inappropriate behaviour; and includes constructive resolution of disputes.

**Disrespectful Behaviour:** means any conduct in breach of this Policy and includes Workplace bullying and harassment which are defined as including any inappropriate conduct or comment that a person knows or reasonably ought to know would cause another person to be humiliated or intimidated but excludes any reasonable action taken by the City relating to the management and direction of its Employees or the workplace. Examples include verbal aggression or insults, calling a person derogatory names, reprimanding in the presence of others, harmful hazing or initiation practices, vandalizing personal belongings or the City's equipment, and spreading malicious gossip or rumours.

For the purposes of this Policy, disrespectful behaviour also includes discrimination and harassment as defined below.

**Allegation:** is an unproven assertion or statement.

**Complainant:** is the person bringing forward a complaint or allegation of disrespectful behaviour. There may be more than one Complainant in a complaint.

**Discrimination:** is unfair differential treatment of an individual or group, whether intended or not, on the basis of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, or unrelated criminal conviction. Discrimination of this nature imposes burdens or obligations on an individual or group that serve no work-related function. Such conduct is not only a breach of this Policy; it may also be a breach of the BC Human Rights Code.

The City of New Westminster is under a legal duty to accommodate individuals, or groups protected from discrimination under the BC Human Rights Code, unless it would create undue hardship for the City.

**Employee:** includes all employees (exempt, unionized, full-time, part-time, auxiliary, temporary, seasonal and probationary), applicants, apprentices, students, volunteers, members of Council and City Boards, contractors and consultants working for the City of New Westminster.

**Harassment:** any behaviour that satisfies one or more of the following definitions of harassment:

(a) **Harassment based on a prohibited ground of discrimination:** Behaviour directed towards another person or persons that:

- is abusive, unfair, offensive, or demeaning; and
- is related to a prohibited ground of discrimination under the BC Human Rights Code; and
- a reasonable person would know or ought to know would have the effect of interfering with an individual's work or participation in work-related activities or would create an intimidating, hostile or offensive environment for work or participation in a work-related activity.

(b) **Sexual harassment:**

- conduct or comment of a sexual nature made by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; or
- the expressed or implied promise of a reward for complying with a request of a sexual nature; or
- the actual reprisal or an expressed or implied threat of reprisal for refusal to comply with such a request; or

- conduct or comment of a sexual nature which is intended to, or has the effect of, creating an intimidating, hostile or offensive environment.

Examples of sexual harassment include unwelcome advances or flirtations, comments or physical contact, propositions or invitations for sexual favours; unwelcome suggestive jokes, the display or circulation of sexually suggestive or pornographic materials.

**(c) Personal harassment:** Behaviour directed towards a specific person or persons that:

- serves no legitimate work-related purpose; and
- a reasonable person would know or ought to know would create an intimidating, humiliating, or hostile work environment.

Examples of personal harassment include making derogatory comments, swearing, yelling, inappropriately interfering with another's work, embarrassing practical jokes, ridicule, gossip, abuse of authority, physical assault.

**Mediation:** is a voluntary process where the Complainant and the Respondent consent to meet with a Manager of Human Resources to determine whether the dispute can be informally resolved in a mutually satisfactory manner. In some instances the City may determine that an external mediator should be called upon to assist in achieving resolution. Mediation discussions between the parties are treated as private and confidential.

**Person(s):** includes all Employees, suppliers delivering material to the City, and members of the public who are accessing City services or City operated facilities.

**Workplace(s):** includes City buildings, facilities, sites, offices or work environment, locations visited by Employees while traveling on City related business including conferences, meetings, vendor/supplier or customer sites and locations of work-based social gatherings.

**Reasonable Person Standard:** refers to whether or not a reasonable person in roughly the same position as the Complainant would determine disrespectful behaviour to have occurred.

**Respondent:** is a person or persons against whom an allegation of disrespectful behaviour has been made pursuant to this Policy.

**Retaliation:** is taking adverse action against another person for making a complaint in good faith or providing information in connection with an investigation or as a result of the resolution of a complaint. Examples of retaliation may include withholding information, sabotaging a person's work, denial of a transfer or promotion, unjust negative evaluations or references.



#### **4. POLICY**

- 4.1 Disrespectful behaviour is not tolerated by the City. All persons associated with and employed by the City of New Westminster are responsible for conducting themselves in a respectful manner in the Workplace and at work-related gatherings. Any person found to be in breach of this Policy will be subject to discipline up to and including termination from employment, cancellation of contract or denial of services.
- 4.2 All persons associated with and employed by the City of New Westminster will be treated equitably under this Policy. All matters arising under this Policy will be dealt with in a fair, unbiased and timely manner.
- 4.3 All persons associated with and employed by the City of New Westminster have a responsibility for ensuring that the City's working environment is free from disrespectful behaviour. Council, Boards, management and union representatives bear the primary responsibility for maintaining a working environment free from disrespectful behaviour. They are expected to act on this responsibility whenever necessary, whether or not they are in receipt of a complaint. The expertise of the Human Resources department is available to all persons associated with and employed by the City to assist with the interpretation and implementation of this Policy.
- 4.4 Efforts at informal resolution will be encouraged as a first avenue to resolution of a complaint.
- 4.5 This Policy will be interpreted, administered and applied in accordance with the principles of procedural fairness and natural justice. In particular:
- a. All persons will be advised of the provisions of this Policy and of the procedures available to them under the terms of this Policy.
  - b. Any Complainant who wishes the City to assist in the resolution of a complaint through mediation or investigation must be prepared to be identified to the Respondent.
  - c. Complainants and Respondents must be given the opportunity to present evidence in support of their positions and to defend themselves against allegations of disrespectful behaviour.
  - d. Complainants and Respondents may be accompanied by a support person, or a representative of their union, or legal counsel (for exempt Employees) throughout the process established by this Policy.
  - e. All complaints that proceed beyond the informal resolution phase must be submitted in writing. All submissions, responses, comments and decisions pursuant to the Policy will be made in writing if the complaint proceeds beyond the informal resolution phase.

- 4.6 Those responsible for interpreting, administering and applying this Policy will use a Reasonable Person Standard.
- 4.7 This Policy will not be applied in such a way as to limit the rights and responsibilities of those in supervisory roles to manage and discipline Employees in accordance with collective agreements or applicable City policies and procedures.
- 4.8 Persons associated with and employed by the City of New Westminster have an obligation to participate in the procedures established under this Policy and to cooperate in a forthright manner by providing honest, accurate and timely information.
- 4.9 If, following an investigation, the City determines that a complaint has been made in bad faith or is frivolous, vexatious or malicious the City may take disciplinary action up to and including the termination of employment, cancellation of contract or denial of services. A misunderstanding, a misinterpretation or an unfounded complaint do not constitute a complaint made in bad faith.
- 4.10 A Complainant or a Respondent may object to the participation of a person in the administration of this Policy on grounds of conflict of interest or reasonable apprehension of bias. Such objection should be submitted in writing to the Director of Human Resources whose decision will be final. Where the objection relates to the participation of the Director of Human Resources, the Chief Administrative Officer will make the determination.

## **5. RESPONSIBILITIES**

### **Employees:**

- 5.1 Employees must participate in appropriate training, familiarize themselves with this Policy and know their rights and obligations arising from it. They must not engage in disrespectful behaviour as defined in this Policy.
- 5.2 Employees must treat every person with dignity and respect; attempt to resolve differences with other Employees in a respectful way as soon as possible; raise concerns in a timely manner; cooperate in interventions and investigations to resolve complaints of disrespectful behaviour; and maintain confidentiality related to such complaints.

### **Council, Management and Union Representatives:**

- 5.3 Management has primary responsibility for the administration of this Policy and must have a thorough knowledge of this Policy. Management will set and enforce standards of appropriate workplace conduct and will intervene as soon as practicable when they witness or receive a report of any disrespectful behaviour.

- 5.4 Council, Boards, management and union representatives will lead by example in treating all Employees with dignity and respect and exercising authority and, or leadership in a respectful manner.
- 5.5 All complaints of disrespectful behaviour will be taken seriously.
- 5.6 Management will assist a Complainant to resolve a concern, by facilitating a discussion between the Complainant and the Respondent. Where possible they will coach the Complainant and the Respondent to change their behaviour.
- 5.7 Management will take all reasonable steps to deal with alleged disrespectful behaviour that they are aware of, or reasonably should have been aware of (even if a direct complaint has not been made), in a timely fashion while maintaining as much confidentiality as possible.
- 5.8 Management will consult with Human Resources for guidance to address complaints of disrespectful behaviour.

**Human Resources:**

- 5.9 The Human Resources department will take a leadership role in providing training for management and employees on respectful workplace behaviour. They will also give advice on this Policy, addressing and providing assistance to resolve issues of disrespectful behaviour.
- 5.10 The Human Resources department will provide mediation where the Complainant and the Respondent consent to meet to determine whether the dispute can be resolved in an informal and mutually satisfactory manner. In some instances, the Human Resources department may determine that a third party mediator should be called upon to assist in achieving resolution.
- 5.11 The Human Resources department will determine how and when investigations will occur and will oversee the investigation process.

**6. CONFIDENTIALITY**

- 6.1 Allegations of disrespectful behaviour may involve the collection, use and disclosure of sensitive personal information. Confidentiality is required so that those who may have experienced disrespectful behaviour will feel free to come forward. Confidentiality is also required so that the reputations and interests of those accused of disrespectful behaviour are protected. However, either the Complainant or the Respondent may discuss the case in confidence with her/his supervisor, a support person or union representative.
- 6.2 Subject to any limits or disclosure requirements imposed by law or required by this Policy, any and all information, oral and written, created, gathered, received or

compiled through the course of a complaint is to be treated as confidential by the Complainant or the Respondent, their representatives, witnesses, and any other persons designated by this Policy. Information will be disclosed only to the extent necessary to investigate and resolve the complaint.

- 6.3 All investigatory and evidentiary documents as gathered and/or prepared by Human Resources or their designate(s) including summary investigation reports will be deemed the property of the City and will be held in the strictest confidence. Such documents will not be copied or distributed, subject to disclosure requirements imposed by legal proceedings or required by this Policy or by agreement between the parties.
- 6.4 All recorded personal information will be treated as "supplied in confidence" for the purposes of compliance with the *Freedom of Information and Protection of Privacy Act* of BC and responding to access requests under that legislation.
- 6.5 The Director of Human Resources may provide information concerning a complaint, to appropriate City officials on a need-to-know basis.
- 6.6 Any person breaching confidentiality may be subject to discipline or other appropriate action.

## **7. PROCEDURES FOR RESOLVING DISRESPECTFUL BEHAVIOUR IN THE WORKPLACE**

- 7.1 The City of New Westminster recognizes that conflicts and disagreements can occur within the workplace and expects such issues to be resolved in a manner that contributes to a healthy and productive workplace. Employees are encouraged to resolve disputes at an early stage through respectful and open dialogue between themselves, or by calling upon the assistance of their supervisors and, or, someone from the Human Resources department.
- 7.2 The following procedures have been established so that complaints can first be addressed informally; and only if that is not possible, then formally. The goal of this Policy and its procedures is to prevent, correct and remedy situations of disrespectful behaviour and not to be punitive; although, depending on circumstances, discipline may result.
- 7.3 Complaints against, or by members of City Council or Boards should be directed to the Chief Administrative Officer.

### **The Informal Process**

#### **Step 1: The Informal Conversation**

- Persons who experience disrespectful behaviour are strongly encouraged to engage in a conversation with the Respondent to clarify and resolve the concerns.

- Where a Complainant is unable to have the conversation directly with the Respondent, he/she should contact his/her Manager or Supervisor as soon as possible. If needed, the Manager/Supervisor will offer assistance such as scheduling the conversation between both parties or attending the meeting as an observer.
- Union participation and support is welcome.

## **Step 2: Mediation with the Direct Assistance of a Manager/Supervisor or Human Resources Personnel**

If there is no resolution under Step 1 and the Complainant continues to seek resolution, then he/she should approach his/her Manager or Supervisor with the concern(s). The goal is to understand and mutually resolve the issue so that persons conduct themselves in a civil, respectful and cooperative manner.

Steps taken by the Manager/ Supervisor/ or Human Resources personnel could include:

- Meeting separately with the Complainant and the Respondent to review the concerns;
- Meeting together with the Complainant and the Respondent to facilitate a conversation aimed at understanding and resolving the issue;
- Reviewing applicable policies with the Complainant and the Respondent and reinforcing expectations of respectful conduct;
- Seeking commitments from the Complainant and the Respondent that they will conduct themselves in a respectful manner;
- Following-up where appropriate with the Complainant and the Respondent after the resolution process to ask whether commitments to respect are being adhered to; and, or
- Recording steps taken in the resolution process.

In the event Employees cannot resolve their differences by informal conversation between themselves, or with the help of management or Human Resources personnel, the Human Resources department may provide the assistance of an external mediator to support the Employees informally, and to find a mutually acceptable way to resolve the conflict. This external mediator will report to Human Resources on the conclusion of the mediation.

### **Interim Measures**

It may be necessary that interim measures be taken while a complaint is being resolved, investigated or decided. Such measures will be precautionary, not disciplinary and may include separating the Complainant from the Respondent by transfer or by assignment of different hours, etc.

## **The Formal Process**

### **Step 3: Formal complaint**

If there is no resolution under Steps 1 and 2, and the Complainant continues to seek resolution, then he/she must file a written complaint to his/her Manager or to the Director of Human Resources.

A complaint must be filed within three (3) months of the alleged incident, or of the last incident if there is more than one incident. The Director of Human Resources may extend that time limit in exceptional circumstances.

Information required for a written complaint

- The specific incident(s) that have led to the filing of the complaint — if there is more than one, number them;
- The date the incident(s) occurred;
- The identity of the Respondent;
- What the Respondent(s) said or did that was in breach of this Policy;
- The names and department(s) of any potential witnesses;
- How the incident(s) affected the Complainant; and any impact the incident(s) had on the Complainant's work.
- Any attempts made to resolve the complaint under Steps 1 or 2; what those were, and who assisted.

## **The Investigation**

Once a written complaint is received, the Director of Human Resources or delegate will undertake an investigation immediately.

The names of the parties and the circumstances related to the complaint will not be disclosed except where necessary to investigate the complaint, or to take appropriate disciplinary measures.

The Director of Human Resources may reject a complaint on the grounds that it is made in bad faith, is frivolous, vexatious or malicious, or that it lies outside the jurisdiction of this Policy, or is beyond the time limits for making a complaint. This decision must include the reasons for the decision.

If a complaint of disrespectful behaviour is made against the Director of Human Resources, the Chief Administrative Officer will receive the complaint and handle all matters related to the investigation and resolution of the complaint.

If a complaint proceeds, the Director of Human Resources may appoint an external investigator to investigate the allegations made in the complaint. The Complainant and the Respondent will be notified that an investigation will proceed and given the name and contact information of the investigator. The Director of Human Resources, or delegate, will oversee the investigation process.

Respondents will be provided with the opportunity to explain themselves and to have those explanations fully considered by whoever is carrying out the investigation.

The investigator's mandate will include interviewing the Complainant, Respondent and witnesses where appropriate; making findings of fact; determining whether the facts constitute disrespectful behaviour in breach of this Policy; and issuing a summary report consistent with the mandate. The investigation will be thorough, objective, expeditious and fair for all parties involved.

In reaching a decision on whether this Policy has been breached, the investigator will use a standard of proof corresponding to the civil burden of proof on a balance of probabilities.

The investigator's report will be delivered to the Director of Human Resources. All documentation related to the investigation is the property of the City. The Complainant and the Respondent will be advised of the outcome of the investigation, but will not be provided with a copy of the report. Witnesses who participate in the investigation will be advised that the investigation has concluded.

In the event of legal proceedings (e.g. grievance and arbitration); documentation required for the judicial process will be made available by the Director of Human Resources to the requesting legal counsel, or union representative, representing the parties.

The Director of Human Resources will consider the findings contained in the report and determine what steps or remedy to take. These may include education, counseling, discipline, or some other action. The Director of Human Resources will communicate this decision in writing to the Complainant, the Respondent, and their representatives, if applicable.

The Complainant or Respondent may request a review of this decision by the Director of Human Resources; this request must be made in writing within thirty (30) days of receipt of the Director's decision.

This Policy is meant to foster a respectful workplace environment through fair and equitable process and does not contemplate any form of financial remedy.

## **8. THE CONSEQUENCES OF NON-COMPLIANCE WITH THIS POLICY**

- 8.1 Any person who breaches this Policy will be subject to remedial measures and/or disciplinary action, up to and including termination of employment, cancellation of contract or denial of services.
- 8.2 Where behaviour may constitute a criminal offence, the City will refer the matter to the City of New Westminster Police Department for further investigation.
- 8.3 Every person has the right to report, in good faith, incidents of disrespectful behaviour without fear of retaliation. The City prohibits any form of retaliatory action against any person who, in good faith, files a complaint. Retaliation by any person against anyone involved in an informal, internal or external formal complaint process will be subject to discipline, up to and including termination of employment, cancellation of contract or denial of services.

## **9. EMPLOYEE'S RIGHTS**

- 9.1 In the event an Employee makes a complaint under this Policy, the Employee retains the right to make a complaint to the BC Human Rights Tribunal or WorkSafeBC. If the Union has filed a grievance on behalf of the Employee, the Employee will not be entitled, later, to make a complaint under this Policy based on the same facts.





# NEW WESTMINSTER

Human Resources

<b>Policy Title:</b>	<b>ATTENDANCE AND DISABILITY MANAGEMENT PROGRAM FIRE &amp; RESCUE SERVICES</b>
<b>Issue Date:</b>	<b>August 2012</b>
<b>Revised Date:</b>	
<b>Prepared by:</b>	<b>JOAN BURGESS, Director of Human Resources</b>
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## 1. Purpose

The New Westminster Fire & Rescue Services Attendance and Disability Management Program provides a framework for the promotion of regular attendance and employee health and wellness through an open, supportive, consistent and systematic process that is based on collaboration between the employee, management, union and Human Resources. The program utilizes an integrated approach that is based on the following goals and objectives:

- Fair, consistent and transparent application of the program with consideration for both the department and the individual circumstances of the employee.
- Promote and support employees to achieve high standards of attendance through a problem-solving, non-disciplinary approach.
- Ensure employees understand that regular and consistent attendance is an integral part of their employment relationship with NWFRS.
- Address attendance and disability issues through proactive early intervention, open and supportive communication, return to work programs, workplace accommodation, occupational health and safety programs and employee wellness programs.
- Define the roles and responsibilities of the employee, management, union and Human Resources within the program.
- Respect and protect the confidentiality of the information provided under the program.

The NWFRS Attendance and Disability Management Program will be applied in conjunction with the City of New Westminster Attendance and Disability Management Policy. This program is consistent with the Fire Collective Agreement, Human Resources policies and other applicable legislation, regulations and codes.

## 2. **Scope**

The Attendance and Disability Management Program applies to all union and exempt employees of New Westminster Fire & Rescue Services.

## 3. **Attendance Management Program**

The goal of the Attendance Management Program is to manage attendance at NWFRS using a problem-solving approach. The program objective is to resolve attendance issues through proactive early intervention, offering assistance and support where possible and providing a systematic framework to address absenteeism. This objective is supported by the key principle of collaboration between all parties including the employee, management, union and Human Resources. This open and cooperative approach will assist in the reduction of absenteeism and will result in effective workplace accommodation and return to work plans.

### **Absenteeism**

NWFRS expects all employees to attend work on a regular and consistent basis and is committed to making every reasonable effort to assist employees in achieving and maintaining acceptable levels of work attendance. The City of New Westminster and the Fire Union offer an income continuance program (i.e. sick leave) to provide employees with financial security in the event an employee is unable to attend work due to illness or injury.

Absenteeism is defined as “unplanned or unauthorized time away from the job, or failure to attend work as scheduled”.

Absenteeism creates significant problems in the workplace including (but not limited to):

- Disrupts work and operations.
- Impacts service, training and productivity.
- Increases workload burden.
- Increases overtime.
- Creates additional costs.
- Damages morale.

There are two types of absenteeism:

1. **Non-culpable (innocent) absenteeism** is an absence due to illness, injury or disability that is beyond the employee’s control. Non-culpable absenteeism is addressed using a problem

solving approach to provide assistance so that the employee can improve attendance and return to work.

The Attendance Management Program is intended to address non-culpable absenteeism which is the most common use of sick leave. The program applies to sick leave, unpaid sick leave and WorkSafeBC claims. Within consistent policy application, each type of absence will be managed based on its unique circumstances.

- 2. Culpable (blameworthy) absenteeism** is when an employee is willfully absent and the absence is considered within the employee's control. Examples include tardiness, leaving early, being absent without authorization (AWOL) and invalid use of sick leave. Culpable absenteeism is subject to progressive, corrective discipline and is **not** addressed under the Attendance Management Program.

For culpable absenteeism, union representation will be an integral part of the discussion and investigation with the employee. The goal is to provide the employee with a clear understanding of necessary attendance standards, their requirement to meet these standards and the consequences of failing to meet the standards. The employee will be given a further opportunity to correct their behaviour and make the required improvements.

When culpability is in question, absenteeism is initially approached as being non-culpable and treated as a legitimate use of sick leave unless otherwise determined.

Under the Attendance Management Program, individual employee attendance management plans will be consistent with NWFRS's commitment to attendance management, duty to accommodate and effective return to work plans. Attendance data will be monitored on a regular basis to ensure consistency.

#### **4. Roles and Responsibilities**

All parties have an important role to play in the application of the Attendance Management Program.

##### **Role of Management and Platoon Captains:**

- Understand and apply the program and set a personal example of good attendance.
- Manage employee attendance in a timely, respectful and consistent manner.
- Monitor and review attendance regularly.
- Ensure the accuracy of absence time reporting.
- Ensure the confidentiality of the information received under the program.
- Inform all current and new employees of the importance of good attendance and the impact of absenteeism, expectations and requirements of the program as well as the departmental notification procedures for reporting absences.

- Actively promote and acknowledge good attendance.
- Share information about available resources such as the Employee and Family Assistance Program, employee wellness programs and Human Resources.
- Provide workplace accommodation and return to work opportunities.
- Discuss employee attendance levels with Human Resources on a regular basis and/or report concerns in a timely manner to Human Resources.

#### **Role of the Employee:**

- Understand and adhere to the program.
- Attend work on a regular and consistent basis according to their work schedule.
- Follow established departmental procedures for reporting absences.
- Provide appropriate medical information within established timelines.
- Cooperate and actively participate in attendance management, workplace accommodation plans and return to work plans.
- Maintain good health and a level of fitness necessary to perform assigned job duties.
- Keep the direct supervisor and/or HR Return to Work Coordinator (as required) informed about issues that may impede their ability to attend work and/or perform modified duties.

#### **Role of Human Resources:**

- Work with management to ensure the program is kept current with best practices.
- Provide guidance and direction to management on employee attendance issues as required.
- Provide the role of return to work coordination (HR RTW Coordinator).
- Work with designated management and union representatives when dealing with attendance issues and developing attendance improvement plans, workplace accommodation plans and return to work plans.
- Provide regular and relevant attendance data to management.
- Ensure management is trained in managing attendance issues.
- Provide support services with respect to external service providers.

### **5. Sick Leave**

At NWFRS, the union pays the wages to employees absent on Short Term Sick Leave which is defined as the first eighty-four (84) hours (or equivalent hours equal to two weeks dependent on regular weekly hours) of any absence due to illness on non-occupational injury. ***Refer to the Fire Collective Agreement for details of the sick leave plan.***

While the union is responsible for wage continuity during Short Term Sick Leave, the employee is required to make appropriate contact with the direct supervisor and/or HR RTW Coordinator (as required) and provide appropriate medical documentation to support their eligibility for sick leave benefits. In the event an employee fails to comply with this requirement, they will

be deemed to be on an unauthorized absence from work and this may result in the employee not being eligible for sick leave benefits and/or subject to disciplinary action.

#### **Reporting Absences - Sick Leave Process**

- a) **Short Term Sick Leave** – first eighty-four (84) hours (or equivalent hours equal to two weeks) of an employee's absence due to illness or non-occupational injury that is paid by the union.

#### **Shift One:**

- An employee contacts the Duty Platoon Captain if they will be unable to report to work due to illness or injury.
- Notification must be made as soon as possible - before 0700 hours prior to a day shift or 1400 hours prior to a night shift.
- Voice contact notification is required with the Duty Platoon Captain (call the office telephone number and/or cellular phone number).
- If the Duty Platoon Captain is unavailable - employee required to contact the #1 Hall Captain.
- If #1 Hall Captain is unavailable – employee required to contact the Deputy Chief (call the office telephone number and/or cellular phone number).
- Leaving a voice mail, email, hand written message or any other means of communication is not acceptable.
- No call or no show is not acceptable and may result in disciplinary action.

It is the responsibility of the employee to provide the following information to the Duty Platoon Captain when reporting any illness or injury:

- Reason for the illness or injury.
- If the illness or injury is a recurrence.
- Estimated length of absence and potential return to work date.
- Ability to perform modified duties as directed by a qualified medical physician.
- Primary number where employee can be reached during absence.

Upon notification of an employee being absent from work due to illness or injury, the Duty Platoon Captain will complete the **Absentee Notification Form** and forward it to the Deputy Chief immediately.

The responsibilities of the Duty Platoon Captain include:

- Accurately recording absence time entry.
- Amending the shift schedules on Telestaff as required.
- Advising the appropriate Platoon Captain of the absence.

- Updating the sickness status boards.
- On the Platoon Captain's first day shift, they will complete the Absent Employee **Weekly Status Update Form** and forward it to the Deputy Chief.

**Note:** *If the employee is a member of the Public Safety and Prevention Division, the Duty Platoon Captain will complete the **Absentee Notification Form** and forward it to the Deputy Chief and also notify the Assistant Deputy Chief of the absence.*

In the event of a work-related injury, the absence is jointly addressed under this program and WorkSafeBC reporting and process protocols.

If an extended absence is not anticipated but occurs, the employee is required to keep the Duty Platoon Captain informed by calling in prior to each consecutive shift absent from work.

#### **Shift Four (or one duty set):**

If an employee will be absent for four (4) consecutive shifts (*Prevention*) or one duty set (*Suppression*):

- It is the employee's responsibility to provide a doctor's note from a qualified medical physician to the Deputy Chief within ten (10) calendar days of the first shift absent.
- The Deputy Chief will forward the doctor's note to the HR RTW Coordinator in order to manage the absence and return to work process.
- Failure to provide a doctor's note to the Deputy Chief within ten (10) calendar days of the first shift absent will result in the employee not being eligible to return to work until the doctor's note is provided.
- The employee is responsible for the cost of providing the doctor's note.

#### **Shift Ten (or two duty sets)**

If an employee will be absent for more than ten (10) consecutive shifts (*Prevention*) or more than two (2) duty sets (*Suppression*):

- It is the employee's responsibility to obtain a Medical Assessment Form from the department and have the form completed by a qualified medical physician.
- The completed form must be returned to the HR RTW Coordinator within seven (7) calendar days of the tenth shift absent (*Prevention*) or eighth shift absent for the two duty sets (*Suppression*).
- The Medical Assessment Form will provide the HR RTW Coordinator with clear, current and credible medical information in order to manage the absence and return to work process.
- It is the responsibility of the employee to obtain the Medical Assessment Form from the department's G: drive, Platoon Captain's office, or Administration Office.

- Failure to return the completed form to the HR RTW Coordinator within the timeline specified above will result in the employee's sick leave benefits being suspended until the completed form is provided.
- The employee is responsible for the cost of completing the Medical Assessment Form.

It is the responsibility of the employee to report to the HR RTW Coordinator, or designate on a weekly basis or immediately in the case of a change in sick status. Frequency of contact may vary, depending on the length of the absence, nature of illness, frequency of absences and other individual circumstances and will be determined by the HR RTW Coordinator. The HR RTW Coordinator will keep the Deputy Chief apprised of the status.

### **Frequent Short Term Absences**

Intermittent but frequent and/or pattern absences are particularly disruptive. In these circumstances, Human Resources will review attendance records with the Deputy Chief. A meeting with the employee and union representative will be held with the goal of seeking sustained improvement in attendance. A doctor's note confirming the employee's inability to attend work due to illness or injury will be required confirming the absence is bona fide. The doctor's note must be provided to the Deputy Chief within seven (7) calendar days of their return to work. The employee is responsible for the cost of providing the doctor's note.

- b) **Medium Term Sick Leave** - next six-hundred and thirty (630) hours (or equivalent hours equal to fifteen (15) weeks dependent on regular weekly hours) of any absence due to illness or non-occupational injury in excess of Short Term Sick Leave that is paid by the employer.

The HR RTW Coordinator will monitor the employee's absence during Medium Term Sick Leave, remain in regular contact with the employee and provide regular updates to the Deputy Chief. The HR RTW Coordinator will require the employee to have a **Medical Assessment Form** completed periodically by their medical physician throughout the duration of the absence. The employee is responsible for the cost of completing the Medical Assessment Form. The HR RTW Coordinator will ensure management is kept apprised of the employee's medical situation.

Under some circumstances, the HR RTW Coordinator may require an absent employee to participate in an Independent Medical Evaluation (employer paid) to ensure that the HR RTW Coordinator has clear and current direction on the employee's medical condition. An Independent Medical Evaluation may be required when there is insufficient and/or conflicting medical information provided to the HR RTW Coordinator.

- c) **Long Term Sick Leave** - next sixty (60) weeks of any absence due to illness or non-occupational injury in excess of Short Term and Medium Term Sick Leave that is paid by the employer.

In the event an employee's illness or injury requires an absence from work greater than that provided by the Medium Term Sick Leave, the next phase of continuing sick leave is referred to as Long Term Sick Leave.

The HR RTW Coordinator will monitor the employee's absence during Long Term Sick Leave and will remain in regular contact with the employee. The HR RTW Coordinator will require the employee to have a **Medical Assessment Form** completed periodically by their medical physician throughout the duration of the absence. The employee is responsible for the cost of completing the Medical Assessment Form. The HR RTW Coordinator will ensure management is kept apprised of the employee's medical situation.

### **Recurring Illness**

If an employee who returns to work after receiving sick leave benefits is absent again as a consequence of a recurrence of the same illness for which such sick benefits were initially received, within sixty (60) calendar days of their return to work, then their sick benefits shall continue as though their illness was continuous from its onset. If, however, the employee is absent following the expiration of the sixty (60) calendar day period, then their subsequent absence shall be deemed to be a new illness.

A **Medical Assessment Form** completed by the employee's physician must be provided to the HR RTW Coordinator in order to confirm that the current absence is a recurring illness. The employee is responsible for the cost of completing the Medical Assessment form.

A pattern of recurring absences will be addressed in accordance with frequent short term absences as outlined above.

Without the provision of medical documentation, the absence will be treated as a new illness until sufficient and satisfactory medical information is received by the HR RTW Coordinator. Disputes as to what constitutes a recurring illness shall be referred to a physician chosen by the employer for final determination. ***Refer to article 8.8 of the Fire Collective Agreement for details on recurring illness.***

### **Employees Must Maintain Contact**

It is the responsibility of employees who are absent due to illness, injury, WorkSafeBC claim, or Long Term Disability Leave to be available for contact by the HR RTW Coordinator as required for ongoing status updates on the employee's medical situation. Frequency and the pattern of contact will be dependent on the situation and will be conducted by the HR RTW Coordinator. When contacted by the HR RTW Coordinator, employees are required to return phone calls to the HR RTW Coordinator, or designate, within twenty-four (24) hours of receiving the phone call. Employees who are off for the above reasons are required to ensure that the HR RTW Coordinator has their current address and telephone number(s) in order to facilitate contact.



Failure to be available for contact may result in a discontinuation of the employee's sick leave benefits and/or subject to disciplinary action.

### **Return to Work**

For short term absences (i.e. ten consecutive shifts or less (*Prevention*) or two duty sets or less (*Suppression*)), the return to work date is reported to the Deputy Chief.

For longer term absences (i.e. more than ten consecutive shifts (*Prevention*) or more than two duty sets (*Suppression*)), the return to work date is reported to the HR RTW Coordinator with supporting medical documentation. The employee must provide a completed **Medical Assessment Form** from their medical physician confirming the suitability of the return to full or modified duties and/or graduated return to work. The HR RTW Coordinator will update the Deputy Chief on the employee's status. The employee will **not** be permitted to return to work until the completed Medical Assessment Form is provided to the HR RTW Coordinator. The employee will be responsible for the cost of completing the Medical Assessment form.

Employees' requirement for modified duties or a graduated return to work must be medically directed. The HR RTW Coordinator will coordinate such arrangements with the Deputy Chief and/or Fire Chief. These arrangements require clear, current and credible direction from the employee's medical physician by providing the completed Medical Assessment Form to the HR RTW Coordinator in advance of the return. The goal is to return employees to work effectively and safely. Return to work arrangements will not jeopardize co-workers' safety or operational integrity.

### **Long Term Total Disability**

In the event an employee is totally disabled, application for Long Term Total Disability (LTTD), as outlined in the Fire Collective Agreement, will be the next step. Annual reviews, sometimes requiring Independent Medical Examinations in support of continuing qualification for the LTTD benefit, are conducted through Human Resources.

### **Third Party Compensation (Subrogation)**

For injuries caused by a third party, the employee shall be obliged, in the event of recovery of funds from the third party, to reimburse the employer for sick leave wages paid to the employee.

For work-related injuries claimed through WorkSafeBC, the employer shall receive the employee's compensation cheque.

## **6. Attendance Monitoring Process**

The process is designed to ensure that:

- Attendance is fairly and consistently managed at NWFRS.
- Workplace accommodation is made, wherever possible, at all review steps.
- Recognition and encouragement is given to employees where there is an improvement in attendance during any step.
- Where culpable absenteeism is evident, it will be dealt with separately.
- The program is put on hold until issues pertaining to culpable absenteeism are dealt with, but attendance monitoring continues during this period.

An employee in the program who subsequently goes off work on WorkSafeBC claim, Long Term Total Disability, maternity leave, paternity leave or any other authorized leave will have their attendance evaluated at the level at which they left.

If an employee's absenteeism is deemed to be excessive and/or disruptive, attendance interview meetings will be conducted with the employee by the Deputy Chief and/or Fire Chief and Human Resources. A union representative will be present at such meetings.

The intention of the attendance interview meeting is to:

- Make the employee aware of their high level of absenteeism and the effect their absences have on other employees and to the department's operations.
- Make the employee aware of their obligation to attend work regularly and potential consequences of the failure to do so.
- Emphasize the importance of regular attendance.
- Provide support and assistance to employees to attend work on a regular basis.
- Advise the employee that their attendance is actively being monitored.
- Advise the employee that a doctor's note is required for each and every future absence while they are in the program.
- Determine the employee's requirement for workplace accommodation and/or return to work plans.

The intent of the meeting is to have the employee recognize that their absenteeism is a concern and that they must take responsibility for improving their attendance.

## **7. Vacation Rescheduling for Illness or Injury**

In the event an employee becomes ill or is injured immediately prior to or during a scheduled vacation, the vacation period during which the person was indisposed will be deferred provided that the following criteria are met:

- The employee contacts the Duty Platoon Captain by calling the office telephone number and/or cellular phone number, or if unavailable, the #1 Hall Captain, or if both are unavailable, the Deputy Chief, immediately reporting the illness or injury.
- The employee provides a completed Medical Assessment Form from their medical physician confirming the nature and duration of the illness or injury to the HR RTW Coordinator within ten (10) calendar days of reporting the illness or injury. The employee is responsible for the cost of completing the Medical Assessment Form.
- The nature of the illness or injury is severe and prolonged, and may require hospitalization of the employee. The illness or injury would not normally qualify as severe and prolonged if it did not require regular medical attention for its duration.
- In the application of the foregoing, in the event an employee qualifies for Short Term Sick Leave prior to commencing their scheduled vacation, and such sick leave continues into that vacation, the vacation period will be deferred for the duration of the illness.
- Rescheduling of vacation due to normal illness is not permitted.
- Upon approval of vacation rescheduling by the Deputy Chief, the time period in question will be considered sick leave, if applicable.
- The rescheduling of vacation is at the discretion of the Deputy Chief and will depend on operational requirements at the time. Vacation rescheduling will be deferred until the employee is cleared to return to work with full duties.

If an employee is on sick leave, modified duties or a graduated return to work and they have extenuating circumstances in which they would like to take vacation, they may make a formal request using the **Request for Vacation During Sick Leave, WorkSafeBC Leave, or Modified Duties Form** available through the Administration Office and submitting the completed form to the Deputy Chief prior to the vacation. In order for vacation to be approved, the employee and union will be required to sign an agreement with the Deputy Chief or Fire Chief stating that the employee will be taking scheduled vacation during sick leave, modified duties or graduated return to work. As such, the employee is not eligible for this vacation time being rescheduled in the future.

Employees on WorkSafeBC claim who would like to take their scheduled vacation must obtain permission from their WorkSafeBC case manager prior to taking vacation. Once permission is received from WorkSafeBC, employees will inform the HR RTW Coordinator.

## 8. **Disability Management Program**

### **Workplace Accommodation**

NWFRS has a duty to accommodate an ill or injured employee's return to work up to the point of undue hardship. The goal of disability management is to provide a safe, timely and effective return to work for employees who have been ill or injured should they be temporarily or

permanently disabled from performing some or all of their normal job duties. The goal of accommodation is to create a “fit” with the employee’s limitations and abilities so that they can return to work in a productive and meaningful way. An accommodation can be either temporary or permanent, depending on the employee’s condition and the demands of their normal occupation.

Where an employee’s attendance is affected by an illness, injury or disability, NWFRS is committed to proactive early intervention and providing employment assistance to reduce the impact of the illness, injury or disability on attendance. This will include:

- Workplace accommodation or return to work plans based on functional capability and any limitations or restrictions as medically directed.
- Regular contact and communication with absent employees.
- Obtaining clear, concise and current information from the employee’s medical physician.
  
- The key factors in assessing undue hardship include (but not limited to):
  - Financial cost.
  - Impact on the Collective Agreement.
  - Rights of other employees.
  - Problems of employee morale.
  - Disruption to operations.
  - Interchangeability of the workforce and facilities.
  - Size of the employer’s operations.
  - Health and safety.

The duty to accommodate does not require the department to:

- Create a new position for the employee where one does not already exist.
- Displace other employees.
- Remove essential characteristics of the job.
- Add staff to the complement.

When workplace accommodation or return to work arises, it becomes a collaborative process that involves the employee, union, HR RTW Coordinator, management, the employee’s medical physician and other medical professionals where applicable. The employee and union share a legal responsibility for ensuring the success of a workplace accommodation through cooperation and participation in the accommodation process.

The responsibilities of management and the HR RTW Coordinator in the workplace accommodation process include:

- Obligation to inquire about the existence of a disability before imposing discipline or terminating.
- Initiating the process as soon as it is aware that there may be a need to accommodate, initiating appropriate early intervention and ongoing communication upon notification of illness or injury.
- Communicating with ill or injured employees on a regular basis to find out how they are doing and offer assistance if needed.
- Coordinating medical documentation and direction regarding work restrictions and/or limitations.
- Respecting the employee's right to confidentiality.
- Ensuring designated union representatives are informed and have the opportunity to participate when matters of absenteeism are addressed with employees.
- Providing information to employees about the accommodation process.
- Working with employees and union on accommodation and return to work plans.
- Implementing reasonable workplace accommodation or return to work plans as medically directed.
- Maintaining comprehensive documentation of the accommodation process (including medical information, accommodation discussions, offers of accommodation, employee's acceptance/rejection, etc) in accordance with the BC Freedom of Information and Protection of Privacy Act.
- Following up with the employee to ensure that the accommodation or return to work plan is successful and work with the employee to make adjustments where necessary.

The employee's responsibilities in the workplace accommodation process include:

- A duty to inform the employer of the existence of a disability and the need for workplace accommodation. Where the employer could not reasonably have known of a disability or need for accommodation and the employee fails to inform the employer, the employer will not be liable for failing to accommodate.
- Reporting the initial injury or illness as soon as possible to obtain the help required for recovery and return to work.
- Attending all medical or rehabilitation appointments regularly.
- Providing detailed medical information or other supporting documentation from their medical physician as required by the employer to implement a reasonable accommodation or return to work plan.
- Accepting and participating in a reasonable accommodation or suitable return to work plan in good faith.
- If an employee does not fulfil their responsibilities and/or does not cooperate in a reasonable accommodation, the employer's duty to accommodate has been absolved.
- Comply with the recommendations of treatment providers.
- Attending meetings with the HR RTW Coordinator, management and others involved in the process when required.

The Union's responsibilities in the workplace accommodation process include:

- Providing support and encouragement to members in the accommodation and return to work processes.
- Assisting members in seeking appropriate help when ill or injured.
- Working cooperatively and participating in meetings with the employee, HR RTW Coordinator, Human Resources and management to find reasonable accommodation when needed.

### **Types of Accommodation**

#### **1. Graduated Return to Work**

This allows employees to return to work to their normal job on a schedule that gradually increases workload and/or hours of work until they have reached their pre-disability work capacity.

#### **2. Modified Duties**

This is where some of the duties of an employee's job are temporarily modified or removed in order to accommodate any restrictions the employee may have and decrease the risk of aggravating the disabling condition.

#### **3. Permanent Accommodation**

If an employee has been medically deemed to be permanently, partially disabled and can no longer perform some or all of their regular duties, the department will work with the employee and union to find a permanent accommodation in a new position where possible.

### **Process**

In the event an employee's illness or injury leads to temporary or permanent disablement, the HR RTW Coordinator will be responsible to:

- Provide ongoing case management services for ill, injured or disabled employees.
- Maintain regular contact with employees who are absent from work because of illness or injury
- Offer assistance to support the employee's early and safe return to work and to offer workplace accommodation where required.
- Obtain case management guidance and medical direction through Medical Assessment Forms and/or Independent Medical Evaluations.
- Identify the employee's functional limitations and restrictions versus job demands.

- Determine if alternative placement is possible through skills and training assessment if the department is unable to modify the employee's normal job.
- Facilitate the accommodation or return to work process in consultation with the employee, Deputy Chief, Fire Chief and union.
- Communicate any accommodation or return to work plan with the employee.
- Maintain case management files in accordance with the BC Freedom of Information and Protection of Privacy Act.

### **Confidentiality and Privacy**

Disability management involves the use of personal and medical information that is subject to the protection of the BC Freedom of Information and Protection of Privacy Act. Authorization for the gathering of information is obtained from the employee through signed consent. Medical information and WorkSafeBC information is kept in Human Resources and filed separately from the employee's personnel file in accordance with privacy document storage directives. Access to and disclosure of medical and WorkSafeBC information is limited to the requirements of managing health-related absences, returning the employee to work, accommodating the employee if applicable and/or administering income and related benefits.

In the event an accommodation is not achievable, Human Resources will assist the employee in connecting with Provincial Employment Insurance Sick Benefits, pursuing Canadian Disability Pension or applying for Municipal Pension Plan while ensuring the union is kept apprised of the employee's medical situation.

### **WorkSafeBC**

The role and responsibilities of WorkSafeBC in the Disability Management Program include:

- Determining entitlement to WorkSafeBC benefits within the Worker's Compensation Act.
- Working with employees and the department to provide early intervention and return to safe work for employees.
- Determining functional assessment and rehabilitation services for WorkSafeBC cases.
- Providing the department with information affecting rehabilitation, adjudication of claims and disability awards within WorkSafeBC Policy #99.20 "Notification of Decisions" (which states in part that disclosure to an Employer is on a 'need to know' basis).
- Determining further entitlement if applicable under the Worker's Compensation Act, when individuals cannot return to pre-injury duties.

### **WorkSafeBC Claims Reporting Process and Protocols**

An employee who is injured at work or has symptoms of a work-related illness must follow the established occupational health & safety regulations and claims reporting process as required by WorkSafeBC and the City of New Westminster.

**Note:** *The employer is not required to report the injury or illness to WorkSafeBC if the employee does not lose time from work and does not seek medical attention. In this case, the City, for their purposes, will consider this workplace incident as a report only and will file it for information purposes.*

The employee will keep the HR RTW Coordinator and WorkSafeBC (i.e. Case Manager) informed of their progress throughout their claim duration. The employee can obtain ongoing claim information by contacting their Case Manager directly, by calling the Claims Call Center and/or by using the WorkSafeBC's website at [www.worksafebc.com](http://www.worksafebc.com)

HR RTW Coordinator, Deputy Chief and/or Fire Chief and employee will work together to return the employee to work in a safe, timely and effective manner.

## 9. **Modified Duties Program**

### **Purpose**

The purpose of the NWFRS Modified Duties Program is to provide all employees the opportunity to return to work by providing temporary, alternative work that is intended to promote a worker's gradual restoration to the pre-injury level of employment. Modified duties employment is an important component of a worker's rehabilitation and enables an injured employee to maintain a positive connection to the workplace. It has been demonstrated that the earlier an employee is able to safely return to productive employment following an injury, the more likely the employee will obtain maximum recovery.

### **Modified Duties**

A completed **Medical Assessment Form** will be required for employees to be eligible for modified duties work. Modified duties work will be based on detailed medical information from the employee's medical physician through the completed Medical Assessment Form and/or WorkSafeBC outlining the employee's functional capabilities, physical restrictions, limitations and medical requirements. Employees will be required to have ongoing Medical Assessment Forms completed by their medical physician to support continued modified duties work. The employee will be responsible for the cost of completing the Medical Assessment Form.

Appropriate modified duties work must meet the following conditions:

- Employee must be capable of performing the modified duties.
- Modified duties must be safe for the injured employee to perform.
- Modified duties must be productive and meaningful work.
- Employee will be supervised and directed by the Duty Platoon Captain or Deputy Chief during modified duties work.



Suppression employees who are disabled will not be permitted to attend an emergency and/or fire scene as this may create an unsafe situation by placing the employee's health, the lives of co-workers and the safety of the public at risk.

The employee will provide the completed Medical Assessment Form to the HR RTW Coordinator as required. Recognizing the employer and union's legal obligation to facilitate the accommodation process, management will address return to work and modified duties in a timely manner. Time may be required to arrange appropriate modified duties during which time the employee will be absent from work on sick leave until appropriate modified duties have been arranged. All employees who have been directed by their medical physician or WorkSafeBC to return to work on modified duties will maintain regular contact with the Deputy Chief and/or HR RTW Coordinator as required.

### **Hours of Work**

The hours of work for employees on modified duties will depend on the following factors:

- The employee's functional capabilities, physical restrictions, limitations and medical requirements as outlined in the Medical Assessment Form;
- The type of modified duties work that is available; and
- Whether the modified duties work can be efficiently, productively and safely performed on the employee's regular shift schedule.

<b>NEW WESTMINSTER FIRE AND RESCUE SERVICES POLICY AND PROCEDURES</b>	SUBJECT:	<b>TERMS OF REFERENCE CAPTAIN</b>
	EFFECTIVE DATE:	
	ISSUED BY:	<hr style="width: 80%; margin-left: auto; margin-right: 0;"/> Fire Chief

**PURPOSE:** To establish all levels of accountability, duties and responsibilities for the Captain.

**SCOPE:** All personnel.

**POLICY:** All qualified Company Officers serving in the position of Captain shall carry out the duties and responsibilities as outlined in this Terms of Reference. The Fire Chief reserves the right to update, modify or delete requirements as necessary providing such changes are not substantive. Substantive changes shall be made by mutual agreement between the parties.

The company officer is at the tip of the fire and emergency medical service “spear”, directly overseeing the application of the agency’s personnel, training, equipment, and apparatus to the resolution of issues faced by the agency. Furthermore, they are the first contact with all fire department customers. Therefore, they are in a unique position to have either a positive or a negative effect on the organization's reputation. These roles are important to the personnel they supervise, the administration they support, and the public they serve.

Recognizing and understanding the importance of the position and the responsibilities are critical to the success of a company officer. Filling the position requires competency as a leader, ethical behavior, and supervisory skills that many new officers will have to develop. New officers should adopt an appropriate level of humility and respect for those they supervise in order to make the transition to officer less lengthy and difficult.

As a Supervisor, fire and emergency response units are generally close-knit. They look to the company officer as their supervisor to make decisions that will provide them with motivation and satisfaction to maximize performance in the workplace.

The company officer performs many functions including but not limited to:

- Provides leadership
- Acting as a role model
- Giving advice
- Providing representation for members to the administration

- Seeking to resolve interpersonal conflicts
- Applying counselling or coaching when necessary
- Directing the work and ensuring readiness

All of these functions take place continuously with some conflicting with others. The company officer's most important task is to ensure the safety of the unit's personnel. The company officer must balance the acceptable level of risk to the unit while fulfilling assigned objectives.

### **PERSONAL VALUES:**

This position shall subscribe to the standards/principles set out in the NFPA Standards for Fire Officer Professional Qualifications NFPA 1021. It is expected incumbents familiarize themselves with these standards.

### **PROCEDURE:**

The scope of Captain responsibilities shall encompass but not limited to:

#### **1. Organizational Role:**

- 1.1 While on duty is in charge of their assigned Hall and of the staff apparatus and equipment stationed therein.
- 1.2 When at an incident as the first on scene Officer is responsible for setting up Incident Command following the department Incident Command System and directing and coordinating emergency scene activity and initial incident mitigation.
- 1.3 When functioning as the Incident Commander is fully responsible for the safe actions of NWFRS responders.
- 1.4 Responsible for the supervision of all assigned staff.
- 1.5 Responsible for completing all assigned TCI inspections.
- 1.6 Responsible for conducting Hall maintenance inspections and reporting deficiencies as per NWFRS policy.
- 1.7 Responsible for maintaining Fire Hall Log book.
- 1.8 Responsible for the use, care and maintenance of all equipment attached to a fire hall or hall apparatus and reporting deficiencies that cannot be readily rectified as per NWFRS policy.
- 1.9 Responsible for crew training and proficiency.

- 1.10 Responsible for ensuring that daily hall roster in Telestaff is accurate and reporting issues or errors to the Platoon Captain.
- 1.12 Ensures that hall staff are appropriately attired and in compliance with department's dress and grooming standards.
- 1.13 Responsible for enforcing the safe work practices of their crew and correcting unsafe work practices.
- 1.14 Responsible for evaluating assigned staff.
- 1.15 Responsible to assess crew training requirements and coordinating training with the Training Captain.
- 1.16 Functions in Emergency Operations Centre role as designated.
- 1.17 Is responsible for mentoring junior officer or officer candidates in the duties and responsible of a Captain and mentoring firefighters in the skills, abilities and attitude necessary to meet New Westminster Fire and Rescue Service job requirements.

**2. Scope of Authority:**

- 2.1 Under Fire Protection Bylaw No.6940 when acting as the Incident Commander:
  - 6.7 .....is empowered to commander personnel and private or publicly owned equipment which are considered necessary to deal with an incident....
  - 6.8 .....have the authority to cause the securing or demolition of any building or part of a building which in that member's judgment should be demolished in order to prevent the spread of fire or to prevent damage to property, injury to persons, or loss of life.....
  - 6.10 .....shall be permitted to enter any building threatened by fire or to enter within the fire lines designated by ropes, guards or barricades across any streets and lanes erected or placed by the City's Police Department or Fire and Rescue Services.
- 2.2 The Fire Hall Captain shall have full control of the assigned hall and shall be responsible for its order and cleanliness.
- 2.3 The Fire Hall Captain has the authority to move day to day personnel roster position assignments within assigned hall.

### **3. Key Performance Indicators:**

Work performance and/or Performance Evaluations are completed on the basis of effective hall supervision, administrative and operational services rendered to the New Westminster Fire and Rescue Services including:

- Company "In Service" and "Response" Times
- Company Training activities completion
- Completes assigned tasks
- Company Leadership and Mentorship
- Fire Crew evaluations
- Fire ground strategies and tactics
- Company policy adherence and enforcement
- Compliance with Operational Guidelines
- Company member performance evaluations
- Truck Company Inspection completion
- Apparatus maintenance
- Competence of assigned staff
- Supervision of assigned staff
- Mentoring of new officers
- Interpersonal skills
- Oral and written communication skills
- Technical Competence
- Hall Apparatus Operation and Maintenance
- Pre incident planning
- Incident FDM reports completion and accuracy
- Company WCB and injury occurrences
- Attendance and disability management
- Completion of fire hall station journal
- Safe work practices

### **4. Operational Role:**

- 4.1 Responds to incidents as identified by department response protocols.
- 4.2 Supervises firefighting operations and all other emergency operations as identified in department Operational Guidelines.
- 4.3 When attending an incident as the first in unit shall establish Incident Command and follow Incident Command protocols.
- 4.4 Responsible for incident mitigation.

- 4.5 Ensures that all personnel under their command are using appropriate personal protective equipment
- 4.6 Ensures that turnout gear is donned prior to boarding apparatus and that personnel are properly secured with seatbelts before apparatus movement.
- 4.7 When not the first in unit at a multiple apparatus response incident, will stage and then if directed to, report to the Incident Commander with their crew passport accountability tags and await assignment from the Incident Commander.
- 4.8 Shall direct all activities of personnel under their command and supervision at all incidents, subject to the direction of the Incident Commander.
- 4.9 Is responsible for conducting a situation risk assessment and shall ensure that all procedures under their command are carried out at all incidents in a safe manner.
- 4.10 Shall adhere to NWFRS dispatch and radio protocols when responding to alarms.
- 4.10 Ensures that only communications terminology adopted and sanctioned by the NWFRS are used and that all communication requirements are met.
- 4.11 Ensures that the Dispatch Channel is monitored when not assigned to an incident.
- 4.12 Ensures that when responding to an incident the Communications Channel and assigned Tactical Channel are monitored.
- 4.13 Is responsible for accurate recording of apparatus status by using apparatus status heads
- 4.14 When Incident Commander, ensures that fires are completely extinguished.
- 4.15 When Incident Commander determines if it is necessary to establish a "Fire Watch".
- 4.16 When Incident Commander shall ensure that all buildings involved in a fire are properly secured, or alternatively, handed over to a person of authority such as an owner or agent. Shall inform the owner or agent that it is the responsibility of the owner/agent to secure the building until such time it is deemed safe to re-enter and when required have the owner or agent complete a "Responsibility" Form.

- 4.17 When Incident Commander will report all suspected arson fires to the on call duty Chief and the New Westminster Police Department.
- 4.18 When Incident Commander will ensure that continuity of evidence is maintained at all times at incidents that may need to be investigated by Fire and Rescue Services or other authority.
- 4.19 Promptly reports all accidents that occur en route to or returning from a fire, to apparatus under his direction; giving the names and addresses of all witnesses to the accident, as well as details of the accident necessary to complete I.C.B.C. forms.
- 4.20 Reports all accidents involving private vehicles or property or persons.
- 4.21 Ensures that there is a firefighter wearing Personal Protective Reflective Equipment to assist every piece of apparatus when it is backing up, so that the firefighter is visible to the driver at all times.
- 4.22 Communicates with dispatch A.S.A.P. regarding any Fire Department vehicle involved in an accident. I.e. extent of damage, injuries, etc.
- 4.23 If while en route to an incident the apparatus is involved in an accident with a private vehicle or property and if damage is of a minor nature, delegate a crew member to remain at the scene to collect required information so the apparatus may continue to the emergency, otherwise will keep the apparatus at the accident scene.
- 4.24 Upon arrival at an incident conducts an incident size up and ensures the crew is aware of all apparent or visible dangers, including overhead dangers such as energized wires and collapse zones, and directs the driver to locate the apparatus.
- 4.25 Ensures that prior to responding to an incident that conditions are satisfactory to respond, including, all personnel are on unit and that the truck bay doors are up and clear before allowing the apparatus to respond.
- 4.26 Rides in front Officer's seat en route to and returning from an incident and oversees the driver's actions.
- 4.27 Ensures that the driver/operator of a vehicle is complying with all vehicle driving and operating Operational Guidelines.
- 4.28 Shall promptly record any workplace accident or injury occurring to any platoon member and follow workplace injury reporting guidelines including describing the

nature of such accident and the injuries incurred, as required by Work Safe BC regulation and provide the report as per NWFRS policy.

- 4.29 The Captain is responsible for informing crew members of all “Hydrants Out of Order”, “Street Closures”, and any other pertinent information including time frames and providing information to other shifts.

## **5. Fleet Management and Operation:**

- 5.1 Ensures that personnel perform apparatus checks, maintenance and daily routines at the commencement of each shift.
- 5.2 Ensures that all apparatus are checked by the assigned driver at the commencement of each shift, the apparatus maintenance check sheets completed and signed by the driver and by the officer, and are forwarded as per NWFRS policy.
- 5.3 When notified by a driver of an apparatus issue that needs immediate attention will mitigate the problem as per NWFRS policy.
- 5.4 When notified by a driver that a piece of equipment is not in working condition, will mitigate the problem as per NWFRS policy.
- 5.5 Ensures that hall apparatus at end of shift are turned over to oncoming shift in a clean and ready for service condition.
- 5.6 Ensures that apparatus inventory and inventory lists are current. Any deficiencies will be reported as per NWFRS policy.

## **6. Equipment and Building Maintenance:**

- 6.1 Conducts a daily grounds and building inspection for housekeeping, maintenance, and other issues such as inappropriate or unacceptable material and detail the necessary work to keep Department facilities in good condition.
- 6.2 Immediately reports all damage to halls and equipment as per NWFRS policy.
- 6.3 Reports any facility inventory shortages for their assigned Fire Hall as per NWFRS policy.
- 6.4 Ensures that the front of the hall and the sidewalks are kept clean and free from snow, ice or other obstructions and to monitor and report any of the same conditions relating to the gutters and roadway in front and side of Fire Hall facilities.



- 6.5 Immediately notifies the appropriate fire company officers of any equipment which belongs to any other company which may be found in their possession on returning from a fire.

## **7. Staff Management:**

- 7.1 Checks the assigned platoon members at 08:00 and at 18:00 hours in the afternoon to ascertain as to whether all are present and fit for duty, that the Telestaff hall roster is correct including portable radio assignments.
- 7.2 Conducts an inspection line up at the beginning of each shift as per NWFRS policy.
- 7.3 Manages any of their crew that fails to comply with the NWFRS Facial Hair Policy.
- 7.4 Does not permit any member of the platoon to go off duty until properly relieved. In the event that a member fails to report to duty will detain a member of the previous shift to fill the position and report the absenteeism to the Platoon Captain for resolution.
- 7.5 Reports all cases of lateness or absence without notice to the Platoon Captain office.
- 7.6 Ensures that all quarters are kept neat and clean, and properly ventilated and that dorm areas are made up each morning before 0700 hours.
- 7.7 Makes personnel staffing requests to the Platoon Captain office if an exchange of personnel will benefit Department operations.
- 7.8 Keeps all members of their crew informed of when “no temporary personnel changes” have been assigned.
- 7.9 Ensures that any absence must have approval of the Platoon Captain in charge.
- 7.10 Ensures that beds are not occupied between the hours of 0700 and 2200.
- 7.11 At shift commencement reviews Telestaff to ensure accuracy or roster information including Pay Codes and radio numbers assigned.

## **8. Reports and Record Keeping:**

- 8.1 Will complete the FDM RMS Incident Report for every response as per NWFRS policy.

- 8.2 Is responsible for the accuracy of all incident information entered into FDM for incidents attended.
- 8.3 Ensures that all significant events that occur at an incident are noted in the Officer Narrative of the FDM Incident Report.
- 8.4 Ensures that the incident information entered into FDM is complete and the incident in FDM is "locked" by the end of the shift.
- 8.5 Reports any hydrant used at a Fire or other incident to the Water Department through the FDM reporting system detailing the location and hydrant number.
- 8.6 Keeps their hall log books neatly written up to date and such books shall be subject at any time to inspection by the Fire Chief and/or designate.
- 8.7 Forwards without delay all reports and communications addressed to a Chief Officer to the Chief's office.
- 8.8 Maintains the Fire Hall log book while on duty by recording:
- Date, time and platoon
  - P/C on Duty
  - All types of absences
  - Personal Leaves
  - Radio Test
  - Check of keys, SCBA, Gas Monitor Bump Test, AED and apparatus fuel status
  - All information and memos received
  - All on duty injuries of personnel
  - All responses
  - Greater Alarm callout
  - All other pertinent scheduled or unscheduled events that relate to the specific Fire Hall
  - Training Activities
  - Radio ID's are correct
- 8.9 At the commencement of shift reviews the Fire Hall log book, Operational Guidelines and Memo clipboards from the last day worked to the current date and conducts a crew update briefing during the inspection line up.
- 8.10 Views Station and FDM Calendar for events affecting fire hall.
- 8.11 Scans Incident Command System Accountability Board and related incident information into FDM Incident record.

## **9. Inspection, Public Education and Pre Incident Planning:**

- 9.1 Conducts familiarization tours for all Fire Hall response zone buildings except dwellings, in order to determine the construction of such buildings, the class of business carried on, the class of goods carried on each floor of each building and whether combustible or non-combustible; the accessibility of the stairways, halls and exits, in order to devise the most expedient method of attack in case of fire. Information collected shall be recorded into the FDM RMS.
- 9.2 Completes all assigned TCI inspections as per NWFRS policy.
- 9.3 Inspects all school buildings in their assigned district so that each school is inspected at least twice a year. Any violations of the Fire By-Law or Fire Code are to be reported to the Public Safety and Prevention Division. Information collected shall be recorded into the FDM RMS.
- 9.4 Captains assigned to Districts containing rest homes and private hospitals complete Tactical Inspections as assigned.
- 9.5 Promptly reports to the Platoon Captain any violation within the assigned district of the Fire By-Law or any By-Law with respect to the obstruction of fire hydrants or street-ends by snow, ice or other obstructions.
- 9.6 Ensures that fire crews are fully versed in departments Public Education Programs, and are able to conduct Fire Hall Tours.
- 9.7 Interacts with the public and is prepared to deliver NWFRS public safety and related materials and presentations.
- 9.8 Demonstrates strong Public Relations skills when interacting with the public either in the community or fire hall.

## **10. Respectful Workplace:**

- 10.1 Enforces the CNW Respectful Workplace and Human Rights Policy and deals with issues of this type without delay, immediately reporting all incidents to the appropriate Deputy or Assistant Deputy Chief of Fire and Rescue Services.
- 10.2 Manages inappropriate or unacceptable material on the white boards, cork boards, bulletin boards or other locations in or around City facilities. Enforces CNW policy in the workplace and takes warranted immediate action.
- 10.3 Promotes a healthy and positive learning environment during all training lectures and classes. Ensures the instructor is treated respectfully, cell phones are on vibrate, personnel are not leaving classroom, nor disrupting the class in any way,

that all company officers are participating and class time is used to maximum efficiency. Participates in the class if appropriate.

10.4 Promptly acts when notified by Company Officer of possible Respectful Workplace violations.

## **11. Media and Communication:**

11.1 Upon receipt of Fire Department memos and Operational Guidelines places the information on the appropriate clipboard, logs receipt of such information in the log book and orients the assigned crew to its details.

11.2 Checks their email account, Outlook Calendar, FDM Calendar, Work Orders, and any other sources of information at the commencement and end of each duty shift regarding scheduled activities affecting their fire hall.

11.3 Monitors and respond when appropriate, to voice mail messages left on Department business lines under their control.

11.4 Upon receiving orders shall make crew members aware of such orders, inform the officer relieving him/her of such orders, who in turn shall notify their platoon in like manner. Such orders shall be posted on the notice board and shall be drawn to the attention of any personnel who were not present when said orders were read.

11.5 Responds to internal and external complaints and notifies, as appropriate, the Fire Chief or Deputy Chief of Fire and Rescue Services as to the nature of the complaint.

11.6 Communicates with the media in accordance with NWFRS policy.

## **12. General Office Duties and Responsibilities:**

By understanding their responsibilities and the people they are responsible to, company officers will have to be able to perform the duties that are assigned to them. Company officers have responsibilities to all of the following:

- Subordinates – Adhere to and enforce safety regulations in order to provide a safe work environment; also represent the needs of their subordinates to the organization and provide:
  - Ethical leadership
  - Fair and just supervision
  - Educational and training opportunities
- Organization – Administer all policies and procedures of the organization; represent the organization to members of the unit and the public.

- Public – Provide effective and efficient professional service to the public; be aware that the public provides resources to the organization and that officers are stewards of those resources.
- Profession – Serve as visible representatives and role models, like all fire and emergency services members. The public and the organization's members judge the profession by the actions of its officers.
- Themselves – Live by a set of ethical standards and values that are based on the accepted moral values of the community if they expect their subordinates to live by them; respect themselves and abide by their convictions if they expect the same from others.

- 12.1 Ensures that doors to living and working areas are kept CLOSED during any movement of vehicles to eliminate truck fumes to these areas.
- 12.2 Immediately reports to the Platoon Captain office any member being in possession of or consuming spirits, liquor or any other alcoholic beverage, narcotics or drugs (except prescription medications used as prescribed) in any hall or reporting for duty in an impaired or altered state.
- 12.3 Monitors and enforces the Department Parking Policy and manages any violations.
- 12.4 Records all information in the Fire Hall Log book detailing people and events that take place in all Fire Halls during day or evening hours, including during special events and when appropriate reports same information to the Platoon Captain office without delay.
- 12.5 Manage work schedule to ensure that all daily, weekly, monthly and other scheduled tasks are completed in a proper fashion by the specified timeline.
- 12.6 Ensures that Saturdays, Sundays and Statutory days are treated as regular work days.

### **13. Training:**

- 13.1 Conducts training classes and practices with assigned personnel as scheduled by the Training Captain or Training Office to enhance personnel performance and capabilities. This includes evaluating training participant's knowledge, skills, and abilities. Completes performance reports as required and enters all training into the Training Records system using correct coding.
- 13.2 Completes all training and educational assignments and submits all administrative documentation by the specific timeline.
- 13.3 Attends and supervises all scheduled training.

- 13.4 Assists with the training and evaluation of new drivers in driving and operation of apparatus at respective halls.
- 13.5 Mentors and monitors the skills demonstrated by personnel and corrects any improper techniques that are noted.
- 13.6 Ensures training integrity is maintained, and that personnel complete training assignments diligently and that all crew member written and practical exams are partaken in a professional manner.
- 13.7 Delivers training assignments when requested and ensures that:
  - All drills are conducted to NWFRS standards.
  - Reviews reference material prior to conducting training and contacts Platoon Captain or Training Office for clarification of any details not thoroughly understood.
  - Conducts a crew meeting prior to the training session to discuss the goals and objectives of the training.
  - Outlines proper PPE and safe work practices with the crew before commencing training.
  - Ensures Pump Operators wear headsets when at the pump panel or are in radio contact using the provided portable radio when away from the panel.
  - Conducts a post training session debriefing immediately at the conclusion of the drill, before cleanup is initiated to review crew performance.
- 13.8 Ensures that all members participate in ALL assigned training.
- 13.9 At the conclusion of a training assignment completes all required training session documentation.
- 13.10 Continuously monitors and evaluates the level of training and competence of assigned staff under their Command to ensure crews meet NWFRS performance standards.
- 13.11 Ensures that all work assigned is completed on or before the due date.
- 13.12 Ensures that all documentation is complete and that the work outlined has been completed accurately before submitting required paper work or electronic submission.

#### **14. Job Skills and Position Requirements:**

- 14.1 Meet or exceed the minimum qualifications as outlined in the NWFRS officer development program – Fire Officer II.

- 14.2 Demonstrates the ability to function in dynamic, stressful emergent situations while commanding fire department staff, operating vehicles, and radio communication systems.
- 14.3 Must be proficient in the use of the Incident Command System.
- 14.4 Demonstrates the ability to enter data accurately and program competency in NW-EDMS filing system, FDM records management, Telestaff, Outlook, and other department computer systems.
- 14.5 Demonstrates competency in Microsoft Office programs.
- 14.6 Demonstrates ability to connect and interact tactfully and effectively with the public and partner agencies in all types of situations.
- 14.7 Participate and assist with the development and administration of department goals, objectives and procedures.
- 14.8 Demonstrates knowledge of and ability to apply and follow department policies, rules, regulations, and operational guidelines.
- 14.9 Demonstrates knowledge of Collective Agreement.
- 14.10 Demonstrates ability to prepare and deliver presentations to department and public as needed.
- 14.11 Demonstrates awareness of cultural diversity and impact on the delivery of fire department services.
- 14.12 Demonstrates ability to work cooperatively with other city departments.
- 14.13 Demonstrates ability to analyze department operational needs and make recommendations to improve the department's delivery of emergency services.
- 14.14 Demonstrates ability to mentor and train subordinates.
- 14.15 Demonstrates ability to manage assigned areas of responsibilities.
- 14.16 Demonstrates ability to apply City and Department payroll practices.
- 14.17 Ability to collect, analyze and evaluate data and be able to prepare and deliver clear and concise written and oral reports within the scope of the Captain Terms of Reference.
- 14.18 Conducts assigned staff performance appraisals.
- 14.19 Ability to work cooperatively with other city departments.

14.20 Ability to work cooperatively with others to ensure that Suppression Division operational needs for training are met.

14.21 Ability to operate within TeleStaff.

## **Summary**

The company officer holds a position that is unique in the fire and emergency services and supervisory positions in general. As a working supervisor, the officer must perform the same firefighting, rescue, or EMS tasks that other members perform. As a member of management, the officer must perform the functions of a first-level supervisor, evaluate personnel, provide training, and develop budget requests, among other duties. The company officer must also be a representative of the unit to the administration, the administration to the unit, and the organization to the public.

An officer must make decisions, act ethically, and apply supervisory and management skills to provide a professional service to the public and members of the unit. Finally, the company officer must understand and adhere to acknowledged standards of leadership and ethical behavior. Leader, supervisor, manager, and unit member are all roles that a company officer must learn to play effectively and simultaneously.



<b>NEW WESTMINSTER FIRE AND RESCUE SERVICES POLICY AND PROCEDURES</b>		
	SUBJECT:	<b>TERMS OF REFERENCE TRAINING CAPTAIN</b>
	DATE:	<b>Effective Date:</b>
		<b>Issued by:</b>  <hr style="width: 20%; margin-left: auto; margin-right: auto;"/> <p style="text-align: center;"><b>Fire Chief</b></p>

**PURPOSE:** To establish the level of accountability, duties and responsibilities of the position of Training Captain.

**SCOPE:** All Personnel.

**POLICY:** The Training Captain shall carry out the duties and responsibilities as outlined in this Terms of Reference. The Fire Chief reserves the right to update, modify or delete requirements as necessary providing such changes are not substantive. Substantive changes shall be made by mutual agreement between the parties.

The company officer is at the tip of the fire and emergency medical service “spear”, directly overseeing the application of the agency’s personnel, training, equipment, and apparatus to the resolution of issues faced by the agency. Furthermore, they are the first contact with all fire department customers. Therefore, they are in a unique position to have either a positive or a negative effect on the organization’s reputation. These roles are important to the personnel they supervise, the administration they support, and the public they serve.

Recognizing and understanding the importance of the position and the responsibilities are critical to the success of a company officer. Filling the position requires competency as a leader, ethical behavior, and supervisory skills that many new officers will have to develop. New officers should adopt an appropriate level of humility and respect for those they supervise in order to make the transition to officer less lengthy and difficult.

As a Supervisor, fire and emergency response units are generally close-knit. They look to the company officer as their supervisor to make decisions that will provide them with motivation and satisfaction to maximize performance in the workplace.

The company officer performs many functions including but not limited to:

- Provides leadership
- Acting as a role model

- Giving advice
- Providing representation for members to the administration
- Seeking to resolve interpersonal conflicts
- Applying counselling or coaching when necessary
- Directing the work and ensuring readiness

All of these functions take place continuously with some conflicting with others. The company officer's most important task is to ensure the safety of the unit's personnel. The company officer must balance the acceptable level of risk to the unit while fulfilling assigned objectives.

**PERSONAL VALUES:**

This position shall subscribe to the standards/principles set out in the NFPA Standards for Fire Officer Professional Qualifications NFPA 1021. It is expected incumbents familiarize themselves with these standards.

**PROCEDURE:**

The scope of Training Captain responsibilities and authority shall encompass but not be limited to the following:

**1. Organizational Role:**

- 1.1 Is the officer responsible for planning, organizing and directing fire department training activities under the authority of the on-duty Platoon Captain and following the direction of the Chief Training Officer.
- 1.2 Is responsible for creating and ensuring a safe working environment for training activities.
- 1.3 Completes reports, assignments and tasks as assigned by the Platoon Captain, the CTO, a Deputy Chief or Assistant Deputy Chief and the Fire Chief.
- 1.4 Assists in Policy, Procedure, and Operational Guideline development.
- 1.5 At an incident may be the Incident Safety Officer as delegated.
- 1.6 Responsible for investigating and reporting training accidents or injuries.

- 1.7 Administers on a day to day basis that the Collective Agreement between the New Westminster Firefighters Union Local 256 and the City of New Westminster with respect to training activities.
- 1.8 While supervising staff on-duty at emergency events, training evolutions and assigned activities on-shift, ensures personnel comply with department Policies, Rules and Regulations, and Standard Operating Guidelines.
- 1.9 Within the scope of the Terms of Reference of the Training Captain position, completes all responsibilities that have been assigned to Training Division members.
- 1.10 Ensures that department training activities follow industry standards and NWFRS policy.
- 1.11 Conducts skill and training evaluations.
- 1.12 Conducts performance appraisals and evaluations of company officer candidates and other staff as directed.
- 1.13 Supervises and mentors Company Officers in their daily duties responsibilities and monitors their performance in support of the Platoon Captain.
- 1.14 Acts as the shift liaison between the assigned shift and the Training Office.
- 1.15 Co-ordinates with the Platoon Captain to ensure that all assigned staff SCBA Fit Testing is up to date.
- 1.16 Functions in Emergency Operations Centre role as designated.
- 1.17 Participates in the development and implementation of new and/or revised policies, regulations, programs, operating procedures, promotional process and related matters.
- 1.18 Responsible for assessing or assisting in the assessment of platoon training requirements.
- 1.19 In conjunction with the CTO and PC the Training Captain will work to assist in coordinating and scheduling training programs and recommending necessary training.
- 1.20 Delivers the NWFRS recruit firefighter training program.

1.21 Delivers the NWFRS fire officer development program.

**2. Scope of Authority:**

2.1 Has the authority to initiate discipline and reprimand.

2.2 Has the authority to ensure compliance with “New Westminster Occupational Health and Safety Program”.

2.3 When directed, has the authority of Media Liaison Officer as per NWFRS policy.

2.4 Has the authority of Safety Officer as per Safety Officer as per NWFRS policy.

2.5 Under Fire Protection Bylaw No.6940 when acting as the Incident Commander:

- 6.7 .....is empowered to command personnel and private or publicly owned equipment which are considered necessary to deal with an incident....
- 6.8 .....have the authority to cause the securing or demolition of any building or part of a building which in that member’s judgment should be demolished in order to prevent the spread of fire or to prevent damage to property, injury to persons, or loss of life.....
- 6.10 .....shall be permitted to enter any building threatened by fire or to enter within the fire lines designated by ropes, guards or barricades across any streets and lanes erected or placed by the City’s Police Department or Fire and Rescue Services.

**3. Key Performance Indicators:**

3.1 Work performance and/or Evaluating Performance is reviewed on the basis of effective supervision, administrative and operational services rendered to the New Westminster Fire and Rescue Services.

**Key Performance Indicators**

- Shift Training activities completion
- Shift training records completion
- Complete assigned tasks
- Leadership & Mentorship activities
- Recruit firefighter program delivery

- Ongoing firefighter training coordination and delivery
- Fire Officer 1 Program delivery
- Fire Officer 2 Program delivery
- Assigned personnel performance evaluations
- Fire ground strategies and tactics training
- Emergency response activities
- Policy adherence and enforcement
- Compliance with Operational Guidelines
- Interpersonal skills
- In Service Times and Response Times
- Training Records – FDM: Entry of Training activities
- Written Correspondence and Communications
- Effective communication between Training division and other divisions
- Firefighter Safety Programs delivery and administration.
- Safe work practices.
- Attendance and disability management.
- Supervision of assigned staff.
- Professional accountability.
- Technical competence.
- Supervision and responsibility of the assigned facility and equipment.

#### **4. Operational Role:**

- 4.1 Responds to incidents as identified by department protocols.
- 4.2 May serve as the designated Incident Safety Officer.
- 4.3 Monitors and ensures that the Incident Command System is followed by all shift personnel and that all benchmarks are identified, met and communicated to dispatch.
- 4.4 Monitors radio communications and ensure that all personnel assigned radios use only communications sanctioned and adopted by the NWFRS.
- 4.5 Ensures compliance with personal protective equipment guidelines.
- 4.6 Ensures that the ICS system is used.
- 4.7 Coordinates with the platoon captain to schedule NWFRS apparatus and equipment for training evolutions.

- 4.8 Enforces daily apparatus check requirements are completed and ensures that maintenance check sheets are properly completed and submitted as per NWFRS policy.
- 4.9 Ensures that training division inventory lists are maintained and that deficiencies are rectified.
- 4.10 Verifies prior to commencing training that all equipment and apparatus has been checked.

**5. Reports and Record Keeping:**

- 5.1 Prepares and maintains all required training records for assigned shift personnel.
- 5.2 Ensures that Company Officers and instructors input and maintain proper training records.
- 5.3 Ensures all FDM training reports are entered and completed on time for the shift.
- 5.4 Creates training reports when required.
- 5.5 Participates in the development of annual training plans

**6. Inspection, Public Education and Pre Incident Planning:**

- 6.1 Manages assigned member participation in community public relations and events when directed.
- 6.2 Assists the Public Safety and Prevention Division as requested with support and training.

**7. Respectful Workplace:**

- 7.1 Enforces the CNW Respectful Workplace and Human Rights Policy and deals with issues of this type without delay, immediately reporting all incidents to the appropriate Deputy or Assistant Deputy Chief of Fire and Rescue Services.
- 7.2 Manages inappropriate or unacceptable material on the white boards, cork boards, bulletin boards or other locations in or around City facilities.

Enforces CNW policy in the workplace and takes warranted immediate action.

- 7.3 Promotes a healthy and positive learning environment during all training lectures and classes. Ensures the instructor is treated respectfully, cell phones are on vibrate, personnel are not leaving classroom, nor disrupting the class in any way, that all company officers are participating and class time is used to maximum efficiency. Participates in the class if appropriate.
- 7.4 Promptly acts when notified by Company Officer of possible Respectful Workplace violations.

## **8. Media and Communication:**

- 8.1 Responds to internal and external complaints and notifies, as appropriate, the Platoon Captain, Fire Chief or Deputy Chief of Fire and Rescue Services as to the nature of the complaint.
- 8.2 When directed, communicates with the media in accordance with NWFRS policy.

## **9. General Office Duties and Responsibilities:**

By understanding their responsibilities and the people they are responsible to, company officers will have to be able to perform the duties that are assigned to them. Company officers have responsibilities to all of the following:

- Subordinates – Adhere to and enforce safety regulations in order to provide a safe work environment; also represent the needs of their subordinates to the organization and provide:
  - Ethical leadership
  - Fair and just supervision
  - Educational and training opportunities
- Organization – Administer all policies and procedures of the organization; represent the organization to members of the unit and the public.
- Public – Provide effective and efficient professional service to the public; be aware that the public provides resources to the organization and that officers are stewards of those resources.
- Profession – Serve as visible representatives and role models, like all fire and emergency services members. The public and the organization's members judge the profession by the actions of its officers.
- Themselves – Live by a set of ethical standards and values that are based on the accepted moral values of the community if they expect their

subordinates to live by them; respect themselves and abide by their convictions if they expect the same from others.

- 9.1 Ensures that all staff understand and comply with all memos, Operating Guidelines, Notices, Code of Conduct, Policy and Procedures and any other information that is pertinent to the City of New Westminster and the New Westminster Fire and Rescue Services.
- 9.2 Conducts weekly planning sessions with the Platoon Captain and CTO; to plan upcoming work orders, monthly activities board (DOC), the Outlook Training Calendar, plans for the scheduled tour, memos, etc. that were issued on days off.
- 9.3 Ensures that Saturdays, Sundays and Statutory days are treated as regular training days.
- 9.4 Responds to and manages email requests as appropriate.
- 9.5 Ensures that all training activities are completed as outlined in the lesson plan or Operating Guideline.
- 9.6 Monitors the parking and other apparatus placement at NWFRS training sites.

## **10. Training:**

- 10.1 Assesses the training requirements of the assigned shift and in co-operation with the Platoon Captain makes recommendations to solve any deficiencies.
- 10.2 Participates in curriculum development.
- 10.3 In cooperation with the Platoon Captains plan, schedules, organizes, monitors and records daily training and prepares progress reports as required.
- 10.4 In conjunction with the Platoon Captain reviews and maintains Annual Events Board and Monthly Activities and reviews Outlook Training Calendar.
- 10.5 Co-ordinates training schedules so that shift training and completion of all tasks are completed by the specified timeline.
- 10.6 Ensures that there is continuous pre-planning for the execution of training and work assignments and that, at a minimum, the next block of shifts is planned ahead at all times.



- 10.7 When tasks are not completed on or before the expiry date investigates to determine the cause then provides solutions to rectify the situation.
- 10.8 In conjunction with the Platoon Captain, develops and implements work assignments and learning plans for personnel that require specific training to improve or further develop their skills.
- 10.9 Ensures that all documentation is complete and accurate prior to inputting into training records system.
- 10.10 Ensures that the integrity of training is maintained, all personnel complete training assignments.
- 10.11 Ensures that all written and practical exams are conducted in a professional manner.
- 10.12 In coordination with Platoon Captain conducts Company Officer and Company Officer Candidate evaluations.
- 10.13 Ensures that shift instructors and trainers are supported, and that all reasonable requests are accommodated.
- 10.14 Previews assigned drills and lectures with instructors before presentations to ensure key points are covered.
- 10.15 Ensures that training events start at scheduled time.
- 10.16 Monitors Company Officers and shift trainers as to their:
- Organizational skills
  - Preparedness
  - Delivery, and
  - Records completion
- 10.17 When managing practical drills ensures that:
- All drills are to be conducted to NWFRS standards.
  - Shift officers are familiar with reference material identified in the drill manual.
  - Safe work practices are followed at all times.
  - All drills begin with a crew briefing to provide information on the drill, safety parameters, goals to be met and key points to follow.
  - Pump operators wear radio headsets when at the pump panel or are in radio contact using the provided portable radio when away from the panel.

- A debriefing is held immediately at the conclusion of the drill, before cleanup is initiated.

10.18 Participates in all training activities when required and ensures that all training session attendees participate in training evolutions unless there are unusual circumstances

10.19 Enforces training staff scheduling so that personal leaves do not interfere with scheduled training or with the completion of modules that are more than one day in length.

10.20 Assesses shift requirements for instructors and provides information to appropriate Platoon Captain.

10.21 Ensure that shift instructors and trainers are supported and that all reasonable requests are accommodated.

## **11. Job Skills and Position Requirements:**

11.1 Meet or exceed the minimum qualifications as outlined in the NWFRS officer development program – Fire Officer II, Fire Service Instructor II and Incident Safety Officer.

11.2 Demonstrates the ability to function in dynamic, stressful emergent situations while commanding fire department staff, operating vehicles, and radio communication systems.

11.3 Must be proficient in the use of the Incident Command System.

11.4 Demonstrates the ability to enter data accurately and program competency in NW-EDMS filing system, FDM records management, Telestaff, Outlook, and other department computer systems.

11.5 Demonstrates competency in Microsoft Office programs.

11.6 Demonstrates ability to connect and interact tactfully and effectively with the public and partner agencies in all types of situations.

11.7 Participate and assist with the development and administration of department goals, objectives and procedures.

11.8 Demonstrates knowledge of and ability to apply and follow department policies, rules, regulations, and operational guidelines.

11.9 Demonstrates knowledge of Collective Agreement.

- 11.10 Demonstrates ability to prepare and deliver presentations to department and public as needed.
- 11.11 Demonstrates awareness of cultural diversity and impact on the delivery of fire department services.
- 11.12 Demonstrates ability to work cooperatively with other city departments.
- 11.13 Demonstrates ability to analyze department operational needs and make recommendations to improve the department's delivery of emergency services.
- 11.14 Demonstrates ability to mentor and train subordinates.
- 11.15 Demonstrates ability to manage assigned areas of responsibilities.
- 11.16 Demonstrates ability to apply City and Department payroll practices as per a Company Officer.
- 11.17 Ability to collect, analyze and evaluate data and be able to prepare and deliver clear and concise written and oral reports.
- 11.18 Perform Company Officer and Firefighter performance reviews.
- 11.19 Ability to analyze department operational and training needs and make recommendations to improve the department's delivery of emergency services.
- 11.20 Ability to work cooperatively with others to ensure that Suppression Division operational needs for training are met.
- 11.21 Ability to operate within TeleStaff.
- 11.22 Demonstrates the ability to develop lesson plans, course materials, and program development, and formulate training plans.
- 11.23 Demonstrates the ability to develop NWFRS instructors as necessary.
- 11.24 Successful completion of NWFRS Fire Service Instructor Level I and II.

## **Summary**

The company officer holds a position that is unique in the fire and emergency services and supervisory positions in general. As a working supervisor, the officer must perform the same firefighting, rescue, or EMS tasks that other members perform. As a member of management, the officer must perform the functions of a first-level supervisor, evaluate personnel, provide training, and develop budget requests, among other duties.

The company officer must also be a representative of the unit to the administration, the administration to the unit, and the organization to the public.

An officer must make decisions, act ethically, and apply supervisory and management skills to provide a professional service to the public and members of the unit. Finally, the company officer must understand and adhere to acknowledged standards of leadership and ethical behavior. Leader, supervisor, manager, and unit member are all roles that a company officer must learn to play effectively and simultaneously.

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<b>NEW WESTMINSTER FIRE AND RESCUE SERVICES POLICY AND PROCEDURES</b>		
	SUBJECT:	TERMS OF REFERENCE PLATOON CAPTAIN
	DATE:	Effective Date:
		Issued by:  <hr style="width: 100%;"/> <div style="text-align: right;">Fire Chief</div>

**PURPOSE:** To establish level of accountability, duties and responsibilities of the position of Platoon Captain.

**SCOPE:** All personnel.

**POLICY:** All qualified Company Officers serving in the position of Platoon Captain shall carry out the duties and responsibilities as outlined in this Terms of Reference. The Fire Chief reserves the right to update, modify or delete requirements as necessary providing such changes are not substantive. Substantive changes shall be made by mutual agreement between the parties.

The company officer is at the tip of the fire and emergency medical service “spear”, directly overseeing the application of the agency’s personnel, training, equipment, and apparatus to the resolution of issues faced by the agency. Furthermore, they are the first contact with all fire department customers. Therefore, they are in a unique position to have either a positive or a negative effect on the organization’s reputation. These roles are important to the personnel they supervise, the administration they support, and the public they serve.

Recognizing and understanding the importance of the position and the responsibilities are critical to the success of a company officer. Filling the position requires competency as a leader, ethical behavior, and supervisory skills that many new officers will have to develop. New officers should adopt an appropriate level of humility and respect for those they supervise in order to make the transition to officer less lengthy and difficult.

As a Supervisor, fire and emergency response units are generally close-knit. They look to the company officer as their supervisor to make decisions that will provide them with motivation and satisfaction to maximize performance in the workplace.

The company officer performs many functions including but not limited to:

- Provides leadership

- Acting as a role model
- Giving advice
- Providing representation for members to the administration
- Seeking to resolve interpersonal conflicts
- Applying counselling or coaching when necessary
- Directing the work and ensuring readiness

All of these functions take place continuously with some conflicting with others. The company officer's most important task is to ensure the safety of the unit's personnel. The company officer must balance the acceptable level of risk to the unit while fulfilling assigned objectives.

### **PERSONAL VALUES:**

This position shall subscribe to the standards/principles set out in the NFPA Standards for Fire Officer Professional Qualifications NFPA 1021. It is expected incumbents familiarize themselves with these standards.

### **PROCEDURE:**

The scope of Platoon Captain responsibilities and authority shall encompass but not be limited to the following:

#### **1. Organizational Role:**

When at an incident as the first on scene Officer is responsible for setting up Incident Command following the department Incident Command System and directing and coordinating emergency scene activity and initial incident mitigation.

- 1.1 Completes reports, assignments and tasks as directed within the Terms of Reference for the Platoon Captain.
- 1.2 At an incident serves as the Incident Commander responsible for:
  - Initiating incident command
  - Directing and coordinating emergency scene activity
  - Incident mitigation
  - Providing for the health and safety of all responders
- 1.3 Directs assigned staff on a day to day basis in accordance with the Collective Agreement between the New Westminster Firefighters Union Local 256 and the City of New Westminster.
- 1.4 Ensures all assigned staff comply with department Policies, Rules and Regulations, and Operating Guidelines.

- 1.5 Supervises duties and all suppression staff that have been assigned to their platoon.
- 1.6 Ensures that Platoon members are familiar with department's disciplinary policies and initiates any necessary progressive disciplinary action.
- 1.7 Conducts performance appraisals of assigned staff and ensures the completion of performance appraisals for all staff assigned to the platoon.
- 1.8 Supervises and mentors all assigned staff with their daily duties, responsibilities and monitors their performance.
- 1.9 Functions in Emergency Operations Centre role as designated.

## **2. Scope of Authority:**

- 2.1 Has the authority to initiate disciplinary process.
- 2.2 Has the authority to ensure compliance with "New Westminster Occupational Health and Safety Program".
- 2.3 When directed, has the authority of Media Liaison Officer as per NWFRS policy.
- 2.4 Has the authority of Safety Officer as per Safety Officer NWFRS policy.
- 2.5 Has staffing authority to manage day to day staffing requirements including filling roster vacancies, entering leaves, approving requests, rescheduling holiday leaves, utilizing extra shifts and callout.
- 2.6 Is responsible for on-duty operational personnel.
- 2.7 Under Fire Protection Bylaw No.6940 when acting as the Incident Commander:
  - 6.7 .....is empowered to command personnel and private or publicly owned equipment which are considered necessary to deal with an incident....
  - 6.8 .....have the authority to cause the securing or demolition of any building or part of a building which in that member's judgment should be demolished in order to prevent the spread of fire or to prevent damage to property, injury to persons, or loss of life.....
  - 6.10 .....shall be permitted to enter any building threatened by fire or to enter within the fire lines designated by ropes, guards or barricades across any streets and lanes erected or placed by the City's Police Department or Fire and Rescue Services.

### **3. Key Performance Indicators:**

3.1 Work performance and/or Evaluating Performance is reviewed on the basis of effective supervision, administrative and operational services rendered to the New Westminster Fire and Rescue Services.

#### **Key Performance Indicators**

- Assigned company “in service” and “response time”
- Task completion
- Leadership & Mentorship responsibilities
- Assigned staff performance evaluations
- Fire ground strategies and tactics
- Coordination of training activities with the Training Division and the assigned Training Captain
- Policy adherence and enforcement
- Compliance with Operational Guidelines
- Company Officer & Crew Compliance with Operational Guidelines
- Truck Company Inspection completion
- Pre incident planning supervision
- Telestaff Staffing and Payroll Accuracy
- Approving and locking FDM incident reports for the Platoon
- Effective written correspondence and communications
- Effective communication between management and the platoon
- Reporting and managing shift WCB claims, injury events and accident investigations
- Attendance and disability management for assigned staff
- Technical competence
- The assigned fire hall apparatus and equipment maintenance

### **4. Operational Role:**

- 4.1 Responds to incidents as identified by department response protocols.
- 4.2 When acting as Incident Commander, supervises firefighting operations and all other emergency operations as defined in department Operational Guidelines.
- 4.3 When acting as Incident Commander, notification of Duty Chief in the event of a working fire, second alarm or higher.
- 4.4 Monitors and ensures that the Incident Command System as outlined by NWFRS is followed by all shift personnel and that all benchmarks are identified and met unless previously tasked.



- 4.5 Monitors radio communications and ensure that all personnel assigned radios use only communications sanctioned and adopted by the NWFRS unless previously tasked.
- 4.6 Monitors and directs emergency response protocol unless previously tasked.
- 4.7 Ensures compliance with personal protective equipment guidelines for assigned staff.
- 4.8 Impounds protective clothing worn by firefighters injured or killed in their duties.
- 4.9 Is responsible to conduct Workplace Accident and Incident Investigations and complete and submit reports as necessary as a CNW supervisor.
- 4.10 Ensures that NWFRS guidelines on accountability are followed at all times.
- 4.11 Immediately notifies the Duty Chief and Police Department in the event of a death or a serious injury to any firefighter or civilian.
- 4.12 Ensures incident mitigation when acting in the role of Incident Commander.
- 4.13 Ensures, that in cases of suspicious fires, that the fire site is secured until a member of the New Westminster Police Service or an Investigator arrives and takes control of the site, or initiates the fire investigation as the LAFC.
- 4.14 Ensure continuity of evidence is maintained at all times at incidents that may need to be investigated by New Westminster Fire and Rescue Services.
- 4.15 Ensures that when required a "Fire Watch" is established.
- 4.16 At shift commencement reviews the Platoon Captain log book, SOG and Memo clip boards from the last day worked to the current date and ensures that all personnel assigned to the shift are knowledgeable of same.

## **5. Fleet Management and Operation:**

- 5.1 Enforces daily apparatus check requirements, ensures that maintenance check sheets are completed for assigned apparatus and that maintenance check sheets are collected and submitted as per NWFRS policy.

- 5.2 Ensures that the fire hall and apparatus inventory lists are kept current and reported shortages are promptly rectified. Any deficiencies to be reported as per NWFRS policy.
- 5.3 Ensures all assigned apparatus are accounted for and any necessary repairs are communicated to FLEET and the appropriate Chief Officer.

**6. Equipment and Building Maintenance:**

- 6.1 Conducts regular inspections of Fire Halls and related equipment to ensure New Westminster Fire and Rescue standards are maintained and submits reports as necessary.
- 6.2 Ensures that the Captain in charge of each fire hall reports on the condition of the fire hall building and property for deficiencies and cleanliness on each shift, keeps the buildings and grounds in an acceptable condition and assigns their crew to remedy housekeeping issues. Also ensures that deficiencies are reported and remedied as per NWFRS policy.

**7. Staffing:**

- 7.1 Schedules day-to-day staffing to meet required department staffing levels, operational needs, training events (in conjunction with the Training Division), and special events needs and enters payroll related information (such as meetings) into Telestaff.
- 7.2 Ensures operational staffing levels are maintained and rosters are adjusted as required a minimum of one week in advance.
- 7.3 Reviews and issues daily staffing and apparatus rosters and callout lists to the identified callout outlook list at the start of each shift.
- 7.4 Ensures the accuracy of Telestaff Work codes so that exported payroll information is correct.
- 7.5 Updates daily rosters and maintains shift scheduling board located in DOC. Issues rosters, call out lists and apparatus rosters at the beginning of each shift.
- 7.6 Ensures department policies for extra shifts, overtime, sick leave or any other issues that pertain to scheduling are followed.
- 7.7 Keeps informed of and enforces dates where “no shift exchanges permitted” have been assigned.

- 7.8 Ensures that Shift Exchanges for assigned staff do not interfere with scheduled training.
- 7.9 Monitors and manages assigned staff Shift Exchanges to ensure compliance with department Shift Exchange policies.
- 7.10 Prior to any absence ensures their replacement is contacted to ensure platoon work plans are complete appropriately.

## **8. Reports and Record Keeping:**

- 8.1 Prepares narrative, statistical, administrative, operational and technical reports as requested.
- 8.2 Maintain proper records as per NWFRS policy. Enter and complete FDM reports on time, review such reports for accuracy and completion. Responsible for "Approving" and "Locking" Platoon Incident reports.
- 8.3 Completes a Monthly Tour of Duty Report by the end of each month and shall include but not limited to the following:
  - Assigned inspections
  - Assigned Pre-fire Plans
  - Work orders completed
  - Other special events
  - Fire Rescue assignments
  - Personnel issues – training, sickness or injury
- 8.4 Complete the Fire Hall log books to ensure that entries portray an accurate history of the date and data entered in the log book.
- 8.5 Monitors and manages dispatch operational and radio issues as per NWFRS policy.

## **9. Inspection, Public Education and Pre Incident Planning:**

- 9.1 Participate in community public relations and events as scheduled.
- 9.2 In conjunction with Task Force Captain, ensures completion of assigned Truck Company Inspections as identified by the Public Safety and Prevention Division.
- 9.3 Assists the Public Safety and Prevention Division as requested with inspections, support and training, and record-keeping.

- 9.4 Monitors, documents and is accountable for all information, people and events that take place in all Fire Halls during day or evening hours, including during special events.

**10. Respectful Workplace:**

- 10.1 Enforces the CNW Respectful Workplace and Human Rights Policy and deals with issues of this type without delay, immediately reporting all incidents to the appropriate Deputy or Assistant Deputy Chief of Fire and Rescue Services.
- 10.2 Responsible for managing inappropriate or unacceptable material on the white boards, cork boards, bulletin boards or other locations in or around City facilities. Enforces CNW policy in the workplace and takes warranted immediate action.
- 10.3 Promotes a healthy and positive learning environment during all training lectures and classes. Ensures the instructor is treated respectfully, cell phones are on vibrate, personnel are not leaving classroom, nor disrupting the class in any way, that all company officers are participating and class time is used to maximum efficiency. Participates in the class if appropriate.
- 10.4 Promptly acts when notified by Company Officer of possible Respectful Workplace violations.

**11. Media and Communication:**

- 11.1 Responds to internal and external complaints and notifies, as appropriate, the Fire Chief or Deputy Chief of Fire and Rescue Services as to the nature of the complaint.
- 11.2 Communicates with the media in accordance with NWFRS policy.

**12. General Office Duties and Responsibilities:**

By understanding their responsibilities and the people they are responsible to, company officers will have to be able to perform the duties that are assigned to them. Company officers have responsibilities to all of the following:

- Subordinates – Adhere to and enforce safety regulations in order to provide a safe work environment; also represent the needs of their subordinates to the organization and provide:
  - Ethical leadership
  - Fair and just supervision
  - Educational and training opportunities

- Organization – Administer all policies and procedures of the organization; represent the organization to members of the unit and the public.
  - Public – Provide effective and efficient professional service to the public; be aware that the public provides resources to the organization and that officers are stewards of those resources.
  - Profession – Serve as visible representatives and role models, like all fire and emergency services members. The public and the organization’s members judge the profession by the actions of its officers.
  - Themselves – Live by a set of ethical standards and values that are based on the accepted moral values of the community if they expect their subordinates to live by them; respect themselves and abide by their convictions if they expect the same from others.
- 12.1 Ensures that suppression staff on their crew understand and comply with all memos, OG’s, notices, Code of Conduct, Policy and Procedures and any other information that is pertinent to the City of New Westminster and the New Westminster Fire and Rescue Services.
- 12.2 Conducts weekly planning sessions with Training Captains and on-shift officers to plan upcoming work orders, monthly activities board (DOC), the Outlook Training Calendar, plans for the scheduled tour, memos, etc. that were issued on days off.
- 12.3 Ensures that Saturdays, Sundays and Statutory days are treated as regular work days.
- 12.4 Checks their email accounts at a minimum at the commencement and end of each shift, responds and manages email requests as appropriate.
- 12.5 Monitors voice mail messages, responds and manages requests and voicemails as appropriate.
- 12.6 Ensures On Duty members are following department attire guidelines.

**13. Training:**

- 13.1 Follows designated training activities as per NWFRS policy.
- 13.2 Coordinates training for assigned crews with the Chief Training Officer and assigned Training Captain to ensure efficient completion of training and work duties.
- 13.3 In coordination with Training Captain provides Officer Candidate evaluation for competency and progress.
- 13.4 When attending practical drills will ensure that:

- All drills are conducted to NWFRS standards.
- Ensures that participants are familiar with reference material identified in the drill manual.
- Safe work practices are followed at all times.
- All drills begin with a crew briefing to provide information on the drill, goals to be met and key points to follow.
- Pump operators wear radio headsets when at the pump panel or are in radio contact using the provided portable radio when away from the panel.
- A debriefing is held immediately at the conclusion of the drill, before cleanup is initiated.
- The operational status of all attending units is appropriate and communicated with dispatch.

13.5 Participates in all training activities when required and ensures that all training session attendees participate in training evolutions unless there are extenuating circumstances.

#### **14. Job Position Requirements:**

- 14.1 Meet or exceed the minimum qualifications as outlined in the NWFRS officer development program – Fire Officer III.
- 14.2 Demonstrates the ability to function in dynamic, stressful emergent situations while commanding fire department staff, operating vehicles, and radio communication systems.
- 14.3 Must be proficient in the use of the Incident Command System.
- 14.4 Demonstrates the ability to enter data accurately and program competency in NW-EDMS filing system, FDM records management, Telestaff, Outlook, and other department computer systems.
- 14.5 Demonstrates competency in Microsoft Office programs.
- 14.6 Demonstrates ability to connect and interact tactfully and effectively with the public and partner agencies in all types of situations.
- 14.7 Participate and assist with the development and administration of department goals, objectives and procedures.
- 14.8 Demonstrates knowledge of and ability to apply and follow department policies, rules, regulations, and operational guidelines.
- 14.9 Demonstrates knowledge of Collective Agreement.
- 14.10 Demonstrates ability to prepare and deliver presentations to department and public as needed.

- 14.11 Demonstrates awareness of cultural diversity and impact on the delivery of fire department services.
- 14.12 Perform assigned suppression Captain performance reviews.
- 14.13 Perform assigned Firefighter performance reviews.
- 14.14 Demonstrates ability to work cooperatively with other city departments.
- 14.15 Demonstrates ability to analyze department operational needs and make recommendations to improve the department's delivery of emergency services.
- 14.16 Demonstrates ability to mentor and train subordinates.
- 14.17 Demonstrates ability to manage assigned areas of responsibilities.
- 14.18 Demonstrates ability to apply City and Department payroll practices.

### **Summary**

The company officer holds a position that is unique in the fire and emergency services and supervisory positions in general. As a working supervisor, the officer must perform the same firefighting, rescue, or EMS tasks that other members perform. As a member of management, the officer must perform the functions of a first-level supervisor, evaluate personnel, provide training, and develop budget requests, among other duties. The company officer must also be a representative of the unit to the administration, the administration to the unit, and the organization to the public.

In each of these roles, an officer must make decisions, act ethically, and apply supervisory and management skills to provide a professional service to the public and members of the unit. Finally, the company officer must understand and adhere to acknowledged standards of leadership and ethical behavior. Leader, supervisor, manager, and unit member are all roles that a company officer must learn to play effectively and simultaneously.

<b>NEW WESTMINSTER FIRE AND RESCUE SERVICES POLICY AND PROCEDURES</b>		
	SUBJECT:	<b>TERMS OF REFERENCE CHIEF TRAINING OFFICER</b>
	DATE:	Effective Date:
		Issued by:  <hr style="width: 100%;"/> <div style="text-align: right;">Fire Chief</div>

**PURPOSE:** To establish level of accountability, duties and responsibilities of the position of Chief Training Officer.

**SCOPE:** All personnel.

**POLICY:** The Chief Training Officer shall carry out the duties and responsibilities as outlined in this Terms of Reference. The Fire Chief reserves the right to update, modify or delete requirements as necessary providing such changes are not substantive. Substantive changes shall be made by mutual agreement between the parties.

The officer is at the tip of the fire and emergency medical service “spear”, directly overseeing the application of the agency’s personnel, training, equipment, and apparatus to the resolution of issues faced by the agency. Furthermore, they are the first contact with all fire department customers. Therefore, they are in a unique position to have either a positive or a negative effect on the organization’s reputation. These roles are important to the personnel they supervise, the administration they support, and the public they serve.

Recognizing and understanding the importance of the position and the responsibilities are critical to the success of a company officer. Filling the position requires competency as a leader, ethical behavior, and supervisory skills that many new officers will have to develop. New officers should adopt an appropriate level of humility and respect for those they supervise in order to make the transition to officer less lengthy and difficult.

As a Supervisor, fire and emergency response units are generally close-knit. They look to the company officer as their supervisor to make decisions that will provide them with motivation and satisfaction to maximize performance in the workplace.

The officer performs many functions including but not limited to:

- Provides leadership
- Acting as a role model
- Giving advice
- Providing representation for members to the administration
- Seeking to resolve interpersonal conflicts
- Applying counselling or coaching when necessary
- Directing the work and ensuring readiness



All of these functions take place continuously with some conflicting with others. The company officer's most important task is to ensure the safety of the unit's personnel. The company officer must balance the acceptable level of risk to the unit while fulfilling assigned objectives.

### **PERSONAL VALUES:**

This position shall subscribe to the standards/principles set out in the NFPA Standards for Fire Officer Professional Qualifications NFPA 1021. It is expected incumbents familiarize themselves with these standards.

### **PROCEDURE:**

The scope of Chief Training Officer responsibilities and authority shall encompass but not be limited to the following:

#### **1. Organizational Role:**

- 1.1 May be designated as a member of the Fire and Rescue Services Administrative Board by the Fire Chief.
- 1.2 Is the senior Training Division Officer responsible for planning, organizing and directing fire department training activities.
- 1.3 Completes reports, assignments and tasks as directed.
- 1.4 Assists in Policy, Procedure, and Operational Guideline development.
- 1.5 At an incident may be the Incident Safety Officer as delegated.
- 1.6 Administers on a day to day basis that the Collective Agreement between the Training Division and the City of New Westminster.
- 1.7 Ensures training division members comply with department Policies, Rules and Regulations, and Standard Operating Guidelines.
- 1.8 Supervises the recruit firefighter training program.
- 1.9 Supervises responsibilities that have been assigned to Training Division members.
- 1.10 Ensures that Training Division members are familiar with department's disciplinary policies and initiates any necessary progressive disciplinary action.
- 1.11 Conducts Training Officer performance evaluations.
- 1.12 Supervises and mentors Training Officers in their daily duties responsibilities and monitors their performance.
- 1.13 Acts as the liaison between the Suppression Division and the Training Office.
- 1.14 Co-ordinates with the assigned Platoon Captain any necessary training and upgrading to ensure that all department members' Medical and AED Qualifications

are current and that all members annual Hearing Tests are scheduled and SCBA Fit Testing is up to date.

- 1.15 Acts as Local Assistant to the Fire Commissioner.
- 1.16 Functions in Emergency Operations Centre role as designated.
- 1.17 Participates in the development and implementation of new and/or revised policies, regulations, programs, operating procedures, promotional process and related matters.
- 1.18 Responsible for assessing training requirements and coordinating and scheduling training programs.

## **2. Scope of Authority:**

- 2.1 Has the authority to employ, reprimand, suspend or recommend dismissal.
- 2.2 Has the authority to initiate disciplinary process.
- 2.3 Has the authority to serve as Incident Commander when appropriate and including all the responsibilities associated to that role.
- 2.4 Has the authority to ensure compliance with “New Westminster Occupational Health and Safety Program”.
- 2.5 Has the authority of Media Liaison Officer as per NWFRS policy.
- 2.6 Has the authority of Safety Officer as per NWFRS policy.
- 2.7 Has the authority to Callout a Fire Investigator as defined in Fire Investigator as per NWFRS policy.
- 2.8 Under Fire Protection Bylaw No.6940 when acting as the Incident Commander:
  - 6.7 .....is empowered to command personnel and private or publicly owned equipment which are considered necessary to deal with an incident....
  - 6.8 .....have the authority to cause the securing or demolition of any building or part of a building which in that member’s judgment should be demolished in order to prevent the spread of fire or to prevent damage to property, injury to persons, or loss of life.....
  - 6.10 .....shall be permitted to enter any building threatened by fire or to enter within the fire lines designated by ropes, guards or barricades across any streets and lanes erected or placed by the City’s Police Department or Fire and Rescue Services.

### **3. Key Performance Indicators:**

- 3.1 Work performance and/or Evaluating Performance is reviewed on the basis of effective supervision, administrative and operational services rendered to the New Westminster Fire and Rescue Services.

#### **Key Performance Indicators**

- Training activities completion
- Training record completion
- Training Reports – FDM: Approving, locking Training activities
- Projects & Assignments completion
- Leadership & Mentorship activities
- Fire Officer 1 Program delivery
- Fire Officer 2 Program delivery
- Recruit Training Program delivery
- Safe work practices
- Training Officer performance evaluations
- Fire ground strategies and tactics training
- Emergency response activities
- Policy adherence and enforcement
- Compliance with Operational Guidelines
- Interpersonal skills
- Managing training equipment and apparatus
- Managing training facilities
- Supervision of assigned staff
- Telestaff staffing and payroll
- Professional accountability
- Written Correspondence and Communications
- Annual scheduled of Hearing tests, Fit tests, PPE Inspections, SCBA testing.
- Effective communication between Training division and other divisions.
- Firefighter Safety Programs delivery and administration.

### **4. Operational Role:**

- 4.1 Responds to incidents as identified by department NWFRS policy.
- 4.2 May be assigned suppression supervision duties as directed
- 4.3 At an incident may be the Incident Safety Officer as delegated.
- 4.4 Monitors radio communications and ensure that all personnel assigned radios use only communications sanctioned and adopted by the NWFRS.
- 4.5 Monitors and directs emergency response protocol.
- 4.6 Ensures compliance with personal protective equipment guidelines for assigned staff.

- 4.7 Ensures compliance with personal protective equipment guidelines.
- 4.8 Impounds protective clothing worn by firefighters injured or killed in their duties.
- 4.9 Ensures that the ICS system is used.
- 4.10 Immediately notifies the Duty Chief and Police Department in the event of a death or a serious injury to any firefighter or civilian.

**5. Fleet Management and Operation:**

- 5.1 Communicates with Fleet Services personnel to co-ordinate the scheduling of NWFRS vehicles used for training for service and repair as needed as per NWFRS policy.
- 5.2 Enforces daily apparatus check requirements for training vehicles, ensures that maintenance check sheets are completed for each apparatus on each day shift and that all maintenance check sheets are collected and delivered to Fleet Services as per NWFRS policy.
- 5.3 Ensures that the fire hall and apparatus inventory lists are kept current and reported shortages are promptly rectified.
- 5.4 Ensures that prior to commencing training sessions that all equipment and apparatus has been checked to ensure that there are no deficiencies.

**6. Equipment and Building Maintenance:**

- 6.1 Conducts regular inspections of Training Facilities and Offices and Training apparatus to ensure New Westminster Fire and Rescue standards are maintained.
- 6.2 Ensures that the training Captains checks properties and facilities for deficiencies and cleanliness and ensures that deficiencies are reported and remedied.
- 6.3 That prior to commencement of any training activates the training area is checked for safety issues and any deficiencies or issues are rectified before commencing training and that upon completion of training activities the buildings and grounds are left in an acceptable condition.

**7. Staffing:**

- 7.1 Schedules training staffing to meet required department training needs and enters payroll related information into Telestaff.
- 7.2 Ensures the accuracy of Telestaff Work codes so that exported payroll information is correct.
- 7.3 Updates training scheduling board located in DOC.

- 7.4 Coordinates with the Platoon Captain the scheduled holidays for training division members.
- 7.5 Ensures department policies for extra shifts, overtime, sick leave or any other issues that pertain to scheduling are followed.
- 7.6 Keeps informed of and enforces dates where “no shift exchanges permitted” have been assigned.
- 7.7 Ensures that Shifts Exchanges do not interfere with scheduled training.
- 7.8 Notifies, prior to any absence, Training Captains and Platoon Captains to ensure that platoon training plans including scheduled or unscheduled training, to be conducted in their absence is completed as planned.
- 7.9 Monitors members on sick leave, prepares progress reports and follows Attendance Management Program requirements.

**8. Reports and Record Keeping:**

- 8.1 Prepares and maintains all required training narrative, statistical, administrative, operational and technical reports.
- 8.2 Ensures that Company Officers and Training Officers maintain proper training records; enter and complete FDM training reports on time, to review such reports for accuracy and completion and responsible for “Approving” and “Locking” Incident reports.
- 8.3 Completes and submits a Monthly Training Report.

**9. Inspection, Public Education and Pre Incident Planning:**

- 9.1 Manages Training Division member participation in community public relations and events.
- 9.2 Assists the Public Safety and Prevention Division as requested with support and training.

**10. Respectful Workplace:**

- 10.1 Enforces the CNW Respectful Workplace and Human Rights Policy and deals with issues of this type without delay, immediately reporting all incidents to the appropriate Deputy or Assistant Deputy Chief of Fire and Rescue Services.
- 10.2 Takes direct responsibility for inappropriate or unacceptable material on the white boards, cork boards, bulletin boards or other locations in or around City facilities. Enforces CNW policy in the workplace and takes warranted immediate action.

10.3 Promotes a healthy and positive learning environment during all training lectures and classes. Ensures the instructor is treated respectfully, cell phones are on vibrate, personnel are not leaving classroom, nor disrupting the class in any way, that all company officers are participating and class time is used to maximum efficiency. Participates in the class if appropriate.

10.4 Promptly acts when notified by Company Officer of possible Respectful Workplace violations.

## 11. Media and Communication:

11.1 Responds to internal and external complaints and notifies, as appropriate, the Fire Chief or Deputy Chief of Fire and Rescue Services as to the nature of the complaint.

11.2 Communicates with the media in accordance with NWFRS policy.

## 12. General Office Duties and Responsibilities:

By understanding their responsibilities and the people they are responsible to, company officers will have to be able to perform the duties that are assigned to them. Company officers have responsibilities to all of the following:

- Subordinates – Adhere to and enforce safety regulations in order to provide a safe work environment; also represent the needs of their subordinates to the organization and provide:
  - Ethical leadership
  - Fair and just supervision
  - Educational and training opportunities
- Organization – Administer all policies and procedures of the organization; represent the organization to members of the unit and the public.
- Public – Provide effective and efficient professional service to the public; be aware that the public provides resources to the organization and that officers are stewards of those resources.
- Profession – Serve as visible representatives and role models, like all fire and emergency services members. The public and the organization's members judge the profession by the actions of its officers.
- Themselves – Live by a set of ethical standards and values that are based on the accepted moral values of the community if they expect their subordinates to live by them; respect themselves and abide by their convictions if they expect the same from others.

12.1 Ensures that all training staff understand and comply with all memos, SOP's, notices, Code of Conduct, Policy and Procedures and any other information that is pertinent to the City of New Westminster and the New Westminster Fire and Rescue Services.

12.2 Conducts weekly planning sessions with training officers and Platoon Captains to plan upcoming work orders, monthly activities board (DOC), the Outlook Training Calendar, plans for the scheduled tour, memos, etc. that were issued on days off.

- 12.3 Conducts monthly staff meetings with training officers to deliver information, discuss past/upcoming reports and events, training, work completions, etc.
- 12.4 Ensures that Saturdays, Sundays and Statutory days are treated as regular training days.
- 12.5 Checks their email accounts at a minimum at the commencement and end of each shift, responds and manages email requests as appropriate.
- 12.6 Monitors Chief Training Office voice mail messages, responds and manages requests and voicemails as appropriate.
- 12.7 Ensures that all training activities are completed as per NWFRS policy.
- 12.8 Monitors the parking and other apparatus placement at all designated training sites so that training activities are not interfered with.
- 12.9 Ensures Training Officers follow department attire guidelines.

**13. Training:**

- 13.1 Assesses the training requirements of the department and in co-operation with the Platoon Captain, Chief Officers and plans, schedules, organizes, monitors and records daily training and prepares progress reports as required.
- 13.2 In conjunction with the Platoon Captain and Training Officer, reviews and maintains Annual Events Board and Monthly Activities and reviews Outlook Training Calendar.
- 13.3 Co-ordinates training schedules so that shift training and completion of all work orders are completed by the specified timeline.
- 13.4 Ensures that there is continuous pre-planning for the execution of work orders and that at a minimum the next block of shifts is planned ahead at all times.
- 13.5 When delegated tasks are not completed on or before the expiry date, investigates to determine the cause then provides solutions to rectify the situation.
- 13.6 In conjunction with the Platoon Captain and Training Captain, develops and implements learning plans for personnel that require specific training to improve or develop their skills.
- 13.7 Ensures that all documentation is complete and that the work outlined has been completed accurately before entering a work order record in training record system.
- 13.8 Ensures that the integrity of training is maintained, all personnel complete training assignments diligently and that all written and practical exams are conducted in a professional manner.
- 13.9 In coordination with the Platoon Captain and Training Captain, facilitates Officer Candidate evaluation for competency and progress.

- 13.10 Previews assigned drills and lectures with training officers before presentations to ensure key points are covered.
- 13.11 Ensures that training events start at scheduled time.
- 13.12 Monitors Training Captains in line with their Key Performance Indicators.
- 13.13 When attending practical drills evaluates to ensure that:
- All drills are conducted to NWFRS standards.
  - Shift officers are familiar with reference material identified in the drill manual.
  - Safe work practices are followed at all times.
  - All drills begin with a crew briefing to provide information on the drill, safety expectations and goals to be met and key points to follow.
  - Pump operators wear radio headsets when at the pump panel or are in radio contact using the provided portable radio when away from the panel.
  - A debriefing is held immediately at the conclusion of the drill, before cleanup is initiated.
- 13.14 Participates in all training activities when required and ensures that all training session attendees participate in training evolutions.
- 13.15 Enforces training staff scheduling so that personal leaves do not interfere with scheduled training or with the completion of modules that are more than one day in length.
- 13.16 Assesses shift requirements for instructors and manages as appropriate.

#### **14. Job Skills and Position Requirements:**

- 14.1 Meet or exceed the minimum qualifications as outlined in the NWFRS officer development program—Fire Officer III and Fire Services Instructor II.
- 14.2 Demonstrates the ability to function in dynamic, stressful emergent situations while commanding fire department staff, operating vehicles, and radio communication systems.
- 14.3 Must be proficient in the use of the Incident Command System.
- 14.4 Demonstrates the ability to enter data accurately and program competency in NW-EDMS filing system, FDM records management, Telestaff, Outlook, and other department computer systems.
- 14.5 Demonstrates competency in Microsoft Office programs.
- 14.6 Demonstrates ability to connect and interact tactfully and effectively with the public and partner agencies in all types of situations.
- 14.7 Participate and assist with the development and administration of department goals, objectives and procedures.



- 14.8 Demonstrates knowledge of and ability to apply and follow department policies, rules, regulations, and operational guidelines.
- 14.9 Demonstrates knowledge of Collective Agreement.
- 14.10 Demonstrates ability to prepare and deliver presentations to department and public as needed.
- 14.11 Demonstrates awareness of cultural diversity and impact on the delivery of fire department services.
- 14.12 Perform assigned Training Captain performance reviews.
- 14.13 Perform assigned Firefighter performance reviews.
- 14.14 Demonstrates ability to work cooperatively with other city departments.
- 14.15 Demonstrates ability to analyze department operational needs and make recommendations to improve the department's delivery of emergency services.
- 14.16 Demonstrates ability to mentor and train subordinates.
- 14.17 Demonstrates ability to manage assigned areas of responsibilities.
- 14.18 Demonstrates ability to apply City and Department payroll practices.
- 14.19 Ability to optimize cost effectiveness when scheduling staff.
- 14.20 Ability to collect, analyze and evaluate data and be able to prepare and deliver clear and concise written and oral reports.
- 14.21 Ability to manage assigned areas of responsibilities including budgeting, procurement, analyzing, forecasting, and reporting.
- 14.22 Ability to work cooperatively with other department divisions to ensure that Suppression Division operational needs for training are met.

## Summary

As a working supervisor, the officer must perform the same firefighting, rescue, or EMS tasks that other members perform. As a member of management, the officer must perform the functions of a first-level supervisor, evaluate personnel, provide training, and develop budget requests, among other duties. The officer must also be a representative of the unit to the administration, the administration to the unit, and the organization to the public.

An officer must make decisions, act ethically, and apply supervisory and management skills to provide a professional service to the public and members of the unit. Finally, the company officer must understand and adhere to acknowledged standards of leadership and ethical behavior. Leader, supervisor, manager, and unit member are all roles that an officer must learn to play effectively and simultaneously.

