

MEMORANDUM OF AGREEMENT

between the

CITY OF SURREY

(hereinafter called "the Employer")

and the

**SURREY FIRE FIGHTERS' ASSOCIATION, LOCAL 1271 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS**

(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE EMPLOYER, AGREE TO RECOMMEND TO THE CITY COUNCIL FOR THE CITY OF SURREY;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE UNION, AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THE COLLECTIVE AGREEMENT COMMENCING JANUARY 1, 2020 AND EXPIRING DECEMBER 31, 2022 (hereinafter called the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the previous Collective Agreement commencing January 1, 2012 and expiring December 31, 2019 (the "2012 – 2019 Collective Agreement") shall apply except as specifically stated below.

2. Housekeeping Amendments

Incorporate into the Collective Agreement all the housekeeping amendments included in the attached Appendix "I" of the Memorandum of Agreement, as previously agreed to by the Employer and the Union.

3. Letters of Understanding

Letters of Understanding being renewed from the expiring Collective Agreement will be attached to the new Collective Agreement. Appendix "II" of the Memorandum of

Agreement lists the renewed Letters of Understanding, as previously agreed to by the Employer and the Union.

4. Development of a Fire Officer Leadership Training stream

The parties met to collaborate on the types of courses which would be implemented as part of the Fire Officer Leadership Training stream. The framework of the collaboration is included as Appendix "III" of the Memorandum of Agreement.

5. Term of Agreement

The term of the new Collective Agreement shall be in effect for a three (3) year period from January 1, 2020 up to and including December 31, 2022 Both dates inclusive. It is further agreed that Subsections 50 (2) and 50 (3) of the Labour Relations Code shall be specifically excluded from and shall not be applicable to the new Collective Agreement.

6. Schedule A – Salaries & Wage Schedules

- a) Effective January 1, 2020, the monthly rates in effect on December 31, 2019, shall be increased by two and one-half percent (2 ½%) rounded to two (2) decimal places.
- b) Effective January 1, 2021, the monthly rates in effect on December 31, 2020, shall be increased by two and one-half percent (2 ½%) rounded to two (2) decimal places.
- c) January 1, 2022, the monthly rates in effect on December 31, 2021, shall be increased by two and one-half percent (2 ½%) rounded to two (2) decimal places.
- d) The Employer and Union will agree to the new Collective Agreement amended Schedule "A" prior to retroactive pay processes beginning.
- e) Retroactive wage payments resulting from the wage adjustments listed in items a) and b) above shall be processed as soon as practical following the date of ratification by City Council of the Memorandum of Agreement, but no more than 60 calendar days, and shall include all members who at the time of processing such payments have retired or are no longer working for the Surrey Fire Services.

7. Agreed to amendments

Article 5.1 Annual Vacations and 5.2 Statutory Holidays

- The parties review Article 5.1 and 5.2 and reserve the right to make proposals as part of the bargaining process, whether a Memorandum of Agreement ("MOA") is already completed or bargaining is ongoing, after the Arbitration ruling for vacation pay is

determined. Any agreed to changes would be an addendum to any completed MOA and form part of the renewed collective agreement.

Article 5.2 (c) Statutory Holidays

- Amend language

Where Statutory Holidays fall on a scheduled Prevention Branch, Training Branch, Maintenance or Support Services work day, staff working shall be given that day off. Should a Statutory Holiday fall on a member's scheduled day off, a member working a 5 day per week schedule shall receive the next scheduled work day off. ~~A~~, a member working a 4 day per week schedule **shall receive the next scheduled work day off.**

Article 6.1(b) Sick Leave Gratuity Shift Entitlement

- Amend language:

An employee who uses no sick leave during each year shall receive four (4) duty shifts pay credit known as Gratuity Days. In the following year, three (3) Gratuity days are to be paid out at the employees year-end classification rate. The one (1) remaining Gratuity shift is to be credited to the employees Gratuity Bank. With fourteen (14) days' notice the employee has the option of requesting payout at their current classification rate for any or all of their Gratuity Bank entitlement. Upon retirement or termination the employee will receive a payout of any Gratuity shifts remaining in their bank at their current classification rate of pay on the date of their retirement or termination. Earned annual Gratuity days are prorated for ~~Maternity~~ **unpaid** leave.

Article 6.1(d) Sick Leave Union Health Fund

- Amend language:

The Union's members will contribute a percentage of their base salary for each month to a fund, which will be paid to the City for health or wellness initiatives. The Union health funds held by the City are to be accessed by the following formula. A flat fee payment equivalent to a day's net pay for the first ~~five (5)~~ **four (4)** duty shifts of non-occupational illness or injury absences. However, should an employee have Gratuity Shift yearly payout entitlements available, no flat fee payment is required for the first shift of an absence and only a flat fee payment for the next ~~four (4)~~ **three (3)** duty shift **absences** is required. Daily flat fee rates will be determined as per the Letter of Understanding "Health Fund Calculations" for each rate of pay in the Schedule A.

Article 6.2 Group Life Insurance

- Amend last sentence limit:

The limits for optional purchase insurance are limited to a maximum of ~~\$300,000.00~~
\$500,000.00.

Article 6.3 Medical Health Plan & Extended Health Benefit Plan

- Amend language

All employees covered by this Agreement shall be entitled to medical coverage under Medical Services Plan of British Columbia Health Services. ~~with the City paying the full cost of the premiums.~~

The City will provide the Union with current copies of the benefit contracts that contain the terms, conditions and coverage provided for each benefit by the benefit provider(s). The City will provide the Union with copies of all updates/amendments to the terms, conditions and coverage provided by the benefit provider(s). If the City decides to consider changing its benefit provider(s), it will advise the Union of such plans in advance and seek Union input on the change. The responsibility to change or select benefit providers rests with the City.

- Amend coverage:

Extended Health deductible **increased from \$25 to \$50**

- Amend language for lifetime maximum coverage:

A lifetime maximum coverage of **\$2,000,000.**

- Amend Coverage

Hearing Aid coverage including battery replacement of ~~\$1,500~~ **\$2,000** every five years for adults

Article 6.4 Dental Plan

- Amend language

The City agrees to provide a Dental Plan, paying the full cost of premiums: ~~there under:~~ the coverage provided shall be the same or similar to:

Article 6.7 Supplementary Employment Insurance Benefit (SEIB) Plan

- Amend language in 3rd paragraph:

The employee will be eligible for SEIB payments, **calculated on the basis of a standard 52 week combined maternity/parental leave, for the first 17 weeks of leave. The employee may be eligible** for up to eleven (11) additional weeks of SEIB payments, **calculated at the same rate as the first 17 weeks**, provided: she continues to receive Employment Insurance Benefits, she is unable to work due to a valid health reason related to the birth of the child, and she provides medical evidence satisfactory to the City.

Article 6.8 On the Job accident (WorkSafeBC)

- Amend language – first paragraph split into 2 paragraphs as follows:

Employees absent from duty due to injuries received in the performance of their employment shall receive normal net salary during such absence, **but time loss compensation payments received from the Workers' Compensation Board WorkSafe BC shall be remitted to the City and provided further that when an employee is unable to return to work through a compensable illness or injury and has been granted a pension by the Workers' Compensation Board WorkSafe BC, the City shall from the date of granting of such pension make no further payments to the employee under this clause**, provided the compensation payments are remitted to the City. It is understood that normal net salary includes amounts that would be received for acting in a position of higher rank, when appropriate.

When it is clear that a temporary wage loss benefit will be referred to disability awards and/or vocational rehabilitation services, provided further that when an employee is unable to return to their regular work through a compensable illness or injury and will be granted a pension by WorkSafeBC, the City shall from the date of referral to disability awards and/or vocational rehabilitation services or granting of such pension, whichever occurs first, make no further payments to the employee under this clause.

Article 6.9 (c) Maternity Leave

- Amend language:

Entitlement – A pregnant employee shall be entitled to a leave of absence without pay for a period of seventeen (17) consecutive weeks, unless the employee requests a shorter period in writing and such shorter period is approved by her physician. **In addition, the birth mother may take up to thirty-five consecutive weeks without pay following the initial seventeen (17) weeks.** The employee shall continue to accrue seniority during the period of maternity leave.

Article 6.9 (c) Maternity Leave – Temporary Transfer

- Amend language:

Upon ~~the request of notification by~~ a pregnant employee and the provision of satisfactory medical evidence, the City ~~shall endeavour to temporarily transfer the employee out of the Suppression Division for the duration of the pregnancy or, alternatively, to relieve the employee of Suppression duties which are medically prohibited.~~ will temporarily accommodate the employee with modified duty, outside of the Suppression Branch for the duration of their pregnancy, this is for the health and safety of the employee.

Article 6.9 (d) Parental Leave

- Amend language:

Paragraph 1:

An employee who is a birth mother, ~~birth father or adoptive parent~~ who has taken leave under 6.9 (c), shall be entitled to standard parental leave without pay for a period of up to (35) consecutive weeks ~~or an extended parental leave without pay for a period of up to (61) consecutive weeks.~~

- Add language:

Paragraph 3 and Paragraph 4:

In the case of a birth father, the employee shall be entitled to leave of absence without pay for a period of up to sixty-two (62) consecutive weeks, such leave must commence within seventy-eight (78) weeks after the birth of the child.

In the case of an adoptive parent, the employee shall be entitled to leave of absence without pay for a period of up to sixty-two (62) consecutive weeks, such leave must commence within seventy-eight (78) weeks after the child is placed with the parent.

- Amend language

Paragraph 7:

An employee's combined entitlement to leave for **maternity** and parental leave is 52 weeks **for standard parental leave and 78 weeks for extended parental leave**, plus if the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the parental leave taken. A medical note may be required to support the additional Parental Leave.

Article 6.9 (h) Military Leave

- Amend language:

It is agreed that when an employee is a member of the Canadian Armed Forces Reserve and is deployed or participates in required training, the employee will be granted a leave of absence without pay **for up to 20 workdays**. The employee will not lose seniority for purpose of this leave. The leave may be further limited based on the Fire Chief's discretion **or operational requirements and efficiency**. If a situation arises where multiple leaves are requested, leaves will be ~~granted~~ **considered on a first come basis and then** based on seniority.

Article 6.9 (i) Humanitarian Leave

- Remove clause

Article 6.12 (b) Training

- Amend language:

Firefighters attending approved training courses at the direction of the Fire Chief on their own time will receive one and one-half (1 ½) the instruction time off **in lieu** or cash payout as compensation for course time. This time off is to be used during the current calendar year at times ~~mutually agreed by the employee and as determined by the~~ Fire Chief, so that efficiency and operation of the Department shall not be impaired.

Article 6.16 Employee Wellness

- Amend language Paragraph 3:

The Fire Department supports extracurricular off-duty time spent at related work environments, **such as fire training providers, such as the Justice Institute for professional career enhancement**, however it remains critical that this, or any other extra-curricular activity does not impair an employee's ability to perform their work with the Surrey Fire Department proficiently.

- Amend (b) contribution amount:

The Employer agrees to establish a trust account for operating expenses, to be controlled by the Committee, to fund Employee Wellness initiatives and to deposit to the account the proceeds from a once a year payroll deduction done the first pay period in October. The deduction is ~~forty~~ **Eighty** dollars (~~\$40~~ **\$80**) from each employee. These funds shall form the basis of the Union's contribution that is to be matched by the Employer. Funds

remaining in balance from one year to the next shall be retained and carried over from one year to the next.

Article 6.17 Member Family Assistance Program

- Amend contribution amount:

Paragraph 2:

The limits for coverage are, but not limited to, \$600.00 per member or \$1200.00 per family per year. The funding will be provided on a 50/50 share basis between the parties up to a maximum cost of ~~\$17,500.00~~ \$35,000 per year to the Association. The MFAP committee members will forward complete claim forms directly to the Human Resources Department for processing. The City will process payment of the forms and send an itemized invoice to the Union for payment of their share. The general guidelines for the program have been agreed to previously. Any other applications to the program will be discussed between the parties prior to approval.

Article 7.1 (a) Uniform for Full-Time Staff (Except Support Services Division Staff)

- Change recruit uniform kit list to:

- (3) Dark blue shirts
- (2) Work Pants
- (4) Pairs of socks
- (1) Work Jacket
- (1) Belt
- (1) Tunic
- (1) Tie
- (1) Gear bag
- (1) Light blue shirt
- (6) T-shirts
- (1) Pair of shorts
- (1) Pair of boots
- (1) Uniform cap
- (1) Pair of coveralls
- (1) Rehab bag
- (1) Ball cap

Article 7.2 Safety Equipment for Firefighters

- Add language:

When an employee has their PPE in their care and possession, either at their residence or while transporting in their personal vehicle, they must ensure they take steps to safeguard the equipment from being lost, stolen or damaged.

Article 8.1 Seniority List

- Amend Language:

It is mutually agreed that the City will **supply maintain** a seniority list ~~once annually to the Association,~~ showing the names, ages and commencement dates of employment ~~with the City of~~ for all employees covered by this Agreement. Employee's age shall govern the seniority of employees commencing employment on the same day, **with the older being senior.**

Divisional seniority lists shall be provided for the following Divisions:

- a) Operations Division comprised of:
 - i) Prevention Branch
 - ii) Suppression Branch
 - iii) Training Branch
- b) Maintenance Division
- c) Communication Division (**including casual radio operators**)
- d) Support Services Division (**including casual support positions**)

Seniority for part-time employees is accumulated on the basis of hours worked. Part-time employees shall maintain their seniority during ~~a pregnancy or parental~~ unpaid leave but shall not accrue seniority while on leave.

Article 8.3 Postings

- Add language to final paragraph:

If an employee holding a posted position decides to leave the position after having worked in it for any length of time, they will remain in the position at the discretion of Management until **there is a vacancy to return to or** a new posting is distributed as outlined in the Collective Agreement and another candidate is **available**. Once another candidate is selected **and available to start**, the original applicant will be returned to their ~~previous~~ **regular or part time position. Once an applicant completes a temporary or term posting, there will be no bumping permitted at the end of the term.**

Article 8.4(a) Operations Division Inter Branch Transfer Postings

- Amend language:

All promotions and/or transfers shall be subject to a ~~six (6)~~ **twelve (12)** month probationary period during which time the promoted candidate shall prove to the satisfaction of the Fire Chief that they can perform the duties of the rank to which they have been promoted. Should a candidate's performance prove unsatisfactory, they shall revert to their rightful position according to seniority. Seniority shall prevail for subsequent promotions.

Article 8.4(c) Operations Division Inter Branch Transfer Postings

- Amend language:

~~An Inter Branch transferee~~ **A lateral transferred employee** may request in writing to the Fire Chief to return to their former position prior to the end of their ~~six~~ **twelve (12)** month probation period. All postings shall clearly explain the possibility of displacement as it applies to, or is impacted by, the position posted for. **In the case of an employee transferring back to suppression in a confirmed officer position, there must be a like rank vacancy available to return to.**

Article 8.4(d) Operations Division Inter Branch Transfer Postings

- Add language:

Staff returning to suppression from a lateral position who were not a confirmed suppression captain must complete a 12 month probationary period as a non-station captain prior to being assigned to a station captain position.

Article 8.4(e) Operations Division Inter Branch Transfer Postings

- Add language:

Before starting any lateral transfer position or promotion, candidates must successfully pass the mutually agreed to administrative skills exam (Article 8.5). This may include completing specific administrative computer training, to re-take the exam if unsuccessful. Candidates will be provided three (3) attempts at passing the exam before being considered unsuccessful.

Article 8.4.2(a) Suppression to Fire Prevention Captain

- Change language:

Lateral Transfer Fire Prevention Captain positions shall be a two-year lateral transfer term with **two options to extend for one single additional year at a time another two year term as an option**, upon mutual agreement between the Employee and the Fire Chief. If ~~the second~~ a term extension is not agreed upon, the positions **to be vacated** must be posted for ~~renewal~~ **replacement** at the expiration of each term.

Article 8.4.2(b) Suppression to Fire Prevention Captain

- Amend language:

The successful applicants for transfer to a Prevention Branch Promotion shall be the senior qualified suppression officer with a minimum of **eight (8)** years' experience in suppression.

Article 8.4.2(d) Suppression to Fire Prevention Captain

- Amend language:

All members who have completed a lateral transfer to Prevention Branch will be required to complete a two (2) year term in the Suppression Branch, prior to being eligible for a subsequent lateral transfer ~~to the Prevention Branch~~.

Article 8.4.2(g) Suppression to Fire Prevention Captain

- Amend language:

A **minimum of four** ~~of the~~ Fire prevention Captain positions shall be permanent positions and the remaining will be lateral transfer positions.

Article 8.4.3 Incumbent Prevention Division Member to Suppression Officer

- Remove clause and renumber Article's 8.4.4, 8.4.5, and 8.4.6 accordingly

~~(a) Only active Suppression Branch members may enter the Company Officer educational program. To be successful, the candidate must be the senior applicant and must have a minimum of five (5) consecutive years Suppression Branch operational experience as a fire fighter.~~

~~(b) To be eligible for consideration of a promotion as a Suppression Officer, incumbent Prevention Division members who have successfully completed the department Company Officer course requirements must be currently active in the Suppression Branch acting officer pool.~~

Article 8.4.4(a) Discretionary Lateral Transfers

- Amend language and article number:

Renumber Article to **8.4.3(a) Discretionary Lateral Transfers**

Should a posting for a vacant **Fire Prevention Branch lateral transfer** position remain unfilled and ~~the incumbent not wish to stay~~ **there is no mutual agreement for the incumbent to stay**, the Fire Chief may fill the position by transferring the most junior Suppression Branch officer qualified member into the vacant position for a term of up to one year. Any training, course or other skill upgrades as determined by the promotional protocol will be the responsibility of the Employer.

Article 8.4.5(a)& (b) Operational Transfers Acting Fire Prevention Officers

- Amend/remove language to combine (a) & (b) and change article number:

Renumber Article to **8.4.4 Operational Transfers Acting Fire Prevention Officers**

There is no requirement to back-fill Prevention Branch Captain **positions that are vacant due to vacation or illness or** away from their respective work sites due to fulfilling their normal day-to-day duties as assigned by the Fire Chief.

Article 8.4.6(a) Transfers to Training Branch

- Amend language and article number:

Renumber Article to **8.4.5(a) Transfers to Training Branch**

Lateral Transfer Training Officer positions shall be a two-year lateral transfer term with two options to extend for one single additional year at time, upon mutual agreement between the Employee and the Fire Chief. If a term extension is not agreed upon, the positions to be vacated must be posted for replacement at the expiration of each term.

Article 8.4.6(b) Transfers to Training Branch

- Amend language and article number:

Renumber Article to **8.4.5(b) Transfers to Training Branch**

Successful applicants for transfer to the Training Officer position shall be the senior suppression branch qualified officer with a minimum of **5 eight (8)** years experience in suppression, ~~and~~ will be subject to a ~~six-month~~ **twelve (12) month** probationary period.

Article 8.4.6(c) Transfers to Training Branch

- Amend language and change article number:

Renumber Article to **8.4.5(c) Transfers to Training Branch**

All members who have completed a lateral transfer to Training Branch will be required to complete two years in the Suppression branch, prior to being eligible for a subsequent lateral transfer ~~to the Training Branch~~.

Article 8.4.6(f) Transfers to Training Branch

- Amend language and article number:

Renumber Article to **8.4.5(f) Transfers to Training Branch**

Should a posting for a vacant ~~Training Branch lateral transfer~~ position remain unfilled and ~~there is no mutual agreement for the incumbent not wish~~ to stay, the Fire Chief may fill the position by transferring the most junior Suppression Branch officer qualified member into the vacant position for a half (1/2) term period of up to one year. Any training, course or other skill upgrades as determined by the promotional protocol will be the responsibility of the Employer.

Article 8.5 Promotional Protocols

- Add language to the end of clause and remove language:

~~**Duration of Agreement – This Agreement shall be in full force and effect until mutually agreed by both parties to amend.**~~

Administrative skill qualifications will be required for specific ranks and positions in the Operations Division as listed by specific role. The Administrative skill qualification has been mutually agreed to include evaluation for administrative computer software applications. A competency grade of 70% or better is required to meet the requirement for qualification. Software includes the basic use of MS Word, MS Excel, MS Outlook, MS PowerPoint and Adobe Acrobat. Training prior to assessment is available. The current evaluation tool is provided through E-Skills software or equivalent. Future changes to the scope of evaluation will be determined by mutual agreement of the Employer and Union.

Article 8.5.1(b) Suppression Branch Promotions

- Amend language

(b) Eligibility - The opportunity to enroll in Fire Officer Promotional Programs will be

posted as per Article 8.4 (a). The most senior applicants shall be accepted for enrolment. The Fire Chief will determine the number of candidates. **Before candidates start any training to qualify for suppression ranks above captain, candidates must successfully pass the mutually agreed to administrative skills exam (Article 8.5). This may include completing specific administrative computer training, to re-take the exam if unsuccessful. Candidates will be provided three (3) attempts at passing the exam before being considered unsuccessful.**

Article 8.5.1(d) Suppression Branch Promotions

- Amend language

(d) Program Format - Fire Officer Level 1 and Level 2 or equivalents shall be the structure and content of the current Fire Officer promotional program. It is envisioned the program will be delivered under the oversight of a post-secondary institution. The required courses will be delivered over an extended period of years, to provide a model of continuous learning. **To meet program content requirements, Fire Officers will be provided the opportunity to choose between Fire Leadership Education stream or the Fire Service Diploma or Bachelor of General Studies (Fire Service) Degree. ~~The goal of the program is to have every candidate graduate with a Fire Service Diploma, with an option for a Bachelor of General Studies (Fire Service) degree.~~**

~~Except where expressly provided,~~**The Fire Officer candidates attendance to the Surrey Fire Service delivered components of the Fire Promotional Program are considered the student's responsibility will be on duty time or training off roster with time off in lieu. On-line or distance learning components of the Fire Promotional Program are considered the student's responsibility and overtime rates will not be paid.**

Article 8.5.1(g) Suppression Branch Promotions

- Amend language
- i. **~~Battalion Chief's positions will be filled according to seniority subject to the following requirement.~~**

The successful applicants for a Battalion Chief position shall be the senior qualified suppression officer, who must also successfully pass the mutually agreed to administrative skills exam (Article 8.5), prior to being awarded the position, and subject to the following requirements.

- Add language

viii. Beginning in 2030, the qualified Platoon Captain and Battalion Chief candidates must have completed the Fire Officer Diploma program or the Fire Leadership Education stream, prior to the promotion date for a vacant position. The Employer and Union agree to mutually determine the course content of the Fire Leadership Education stream, as provided in Appendix “III” of the Memorandum of Agreement, with a goal of course equivalency to the Diploma Program. Agreed to courses will amend the Collective Agreement for inclusion in this article.

Article 8.5.1(h) Suppression Branch Promotions

- Amend language

(h) Promoted candidates shall receive the rate of pay for the rank to which they are promoted commencing from the date of their promotion. Positions ~~will be filled will be~~ according to seniority ~~and subject to~~ if the candidates’ qualifications are equal.

Article 8.5.1(l) Suppression Branch Promotions

- Add new language

(l) Fire fighters being promoted to suppression officer positions will be assigned as a non-station captain for a period of 12 months before advancing as a station captain. This ensures an opportunity for mentorship and development as an officer while working with more experienced officers.

Article 8.5.2(a) Prevention Branch Promotions

- Amend language

(a) Fire Prevention Captains Lateral Transfers in the Prevention Branch

Article 8.5.2(b) Prevention Branch Promotions

- Amend language:

Candidates must successfully complete a Fire Prevention course that has been mutually agreed upon by Local 1271 and the Fire Chief as soon as reasonably possible upon filling the position of Prevention Captain.

~~Candidates must successfully complete a Fire Investigator course upon the~~

~~completion of their second year if they have chosen to hold the position for the optional two years.~~

Article 8.5.4 Dispatch Supervisor Promotions

- Update language to reflect the mutually agreed to course content and current practice.
- (a) There will be a 50/50 responsibility for promotional course time. Qualifications will be determined and amended by mutual agreement. Future opportunities for promotion will be based on seniority subject to qualifications.
- (b) Courses requirements or equivalent
 - Incident Command System 100
 - Frontline Leadership in the Fire Service I
 - Fire Service Instructor I
 - APCO Communications Center Supervisor course
 - BCIT BUSA 1305 - Supervisory Skills
 - Evidence Based Decision Making
 - Surrey Fire Service Supervisor Orientation – one-day program
 - Code of Conduct
 - Expectations
 - Telephone system
 - Nice Recorder
 - Move Up Module
 - TeleStaff
 - Quality Assurance
 - IT support and trouble

Article 9.2 Shift Extension

- Amend language:

Shift extension is used for the purpose of providing a smooth transition of crews who are engaged in an emergency at shift change. All such overtime shall be paid out in cash payment. Overtime rates apply for time worked in excess of 30 minutes beyond the regular or designated duty shift. A minimum amount of one (1) hour will be credited regardless of the amount of time worked is less than one (1) hour but more than 30 minutes for shift change.

~~Shift extension when responses are out of jurisdiction will be paid at the rate of double time.~~

With the mutual agreement of the parties, shift extension may be used to provide coverage for reasons other than emergencies.

Article 9.4 Replacement Staffing

- Amend language 1st two paragraphs:

When a ~~WCB~~ **WSBC** or Non Occupational Illness or injury creates a staffing vacancy on an approved apparatus the Employer shall fill the position(s) with staff at the special rate of straight time provided that there is not an opportunity to reassign a staff member on other assignments to fill the vacancy. **Straight Time staffing may be utilized for vacancies related to pregnancy modified duty transfers, parental leaves or other mutually agreed to exceptions.** When replacement staffing is utilized to fill ~~this type of vacancy~~ **these vacancies**, it will be compensated on a "shift is a shift" basis of twelve (12) hours

Straight Time staffing shall not be utilized for the purpose of supplementing staffing above approved levels or to back-fill ~~shortages~~ **vacancies** caused by reasons other than ~~WCB WSBC, and~~ **Non-Occupational Illness and injury, pregnancy modified duty transfers, and parental leaves** or to back-fill partial shifts.

Article 9.5 Call Out and Coverage

- Amend clause heading:

Article 9.5 **Emergency** Call Out and Coverage

- Amend language:

It is agreed that the rate of pay for work performed during Call-Out as a result of an emergency shall be at double the employee's regular rate of pay, with a minimum of three (3) hours to be paid regardless of the amount of the time actually worked. Such Call-Out shall be paid out in cash payment. Call-Out refers to a response to an emergency and shall mean when an employee is called from his or her place of residence to work, but not from work to residence. Payment will be a maximum time of one-half hour (1/2) for response time.

All other pre-scheduled overtime opportunities are referred to as "coverage calls" and ~~include such situations as non-structural fires (such as peat, grass and small bush fires), Station coverage due to training and dispatch relief and for relieving those who are required to respond to a Haz-Mat call-out.~~ **"Coverage calls"** shall be paid at the special rate of time and one half (1-1/2).

Article 9.6(b) Payment for Partial Shifts and Banked Time

- Remove language:

~~Where staffing rules permit, the City encourages employees to take their banked~~

~~overtime hours off within the year earned in accordance with the mutually determined vacation allotment rules. Where this is not possible. Banked Time accumulated in the preceding year will be paid out as soon as possible in the following year.~~

- Replace language by moving the language from Article 10.7 into 9.6(b)

Support Division employees shall have the option of banking any approved overtime during the calendar year up to the equivalent hours of the City mandated shutdowns.

Article 9.8 Instructors Pay

- Amend language:

On duty instructors, **who are part of the listed instructor pool**, will receive a 22% increase in pay. For the purpose of Instructor's pay, on duty instructors must be working on behalf of the training branch and have prior approval. **Subject matter experts who are directed to instruct on behalf of the department will be compensated following the normal compensation rules.** On duty instructors will receive premium pay (IWD) as outlined below:

Article 9.9 Pager Pay

- Amend language:

All off duty employees as determined by mutual agreement who are required to wear a pager for the purpose of responding to the needs of the Fire Service, shall be remunerated at the rate of ~~\$1.00~~ **\$1.50** per off duty hour and ensure they are available.

Article 9.10 Professional Fees

- Amend language:

The employer shall pay ~~all existing EMA and class 3 drivers renewal~~ **professional fees and other certificate costs for bona-fide job requirements for** any employee who is required by the Employer to hold such licensing. ~~certificate or membership to an association or organization, other than~~ Union dues, ~~or~~ Union affiliations **or association/organizational memberships are not included.**

The employer agrees to pay the cost of a medical where required by the employer, or licensing agency where license or certification is a requirement of employment. The Employer agrees to reimburse the cost of driver's medicals up to a maximum equivalent to the reasonable and customary rate posted by

the BCMA. Further the Employer agrees to pay all associated costs in regard to vaccinations and other medical precautions for the protections of the employees covered in this agreement, where such medical precautions are reasonably associated with exposure in the workplace.

Article 10.3 Training Branch

- Amend language:

The hours of work for the Fire Department Training Officer shall be thirty-seven and one-half (37-1/2) hours per week. **Training officers must be assigned in a manner as equal as possible to either staff rotation to ensure maximum regular scheduled branch coverage.**

Article 10.7 Support Services Division

- Amend language and move deleted language to Article 9.6(b)

The hours of work for the Support Services division shall be thirty-five (35) hours per week. ~~Support Division employees shall have the option of banking any approved overtime during the calendar year up to the equivalent hours of the Christmas break shutdown.~~

Article 11 Fire Department Emergency Vehicle Technician

- Add language from LOU #10:

Article 11.1 Certification

All Surrey Fire Service EVT's will maintain their EVT certification to the appropriate level of their pay scale and all other licenses and certifications as outlined in the Surrey Fire Service Emergency Vehicle Technician job classification.

EVT I: All apprentice mechanics must obtain EVT I certification prior to receiving the 6th 6 month pay as per schedule "A".

EVT II: All certified Commercial Transport Mechanics must obtain an EVT II certification within 24 months of becoming a certified mechanic.

EVT III: The EVT III position is awarded to the successful employee responding to a posting and will be the senior mechanic with EVT II certification. The employee will have one year to become certified as an EVT III or will be deemed to have failed his opportunity and resort back to their former position and the next senior applicant will be promoted to the EVTIII position.

Training and testing fees for EVT certification will be the responsibility of the Employer. Studying, homework, travel and expense allowances will be on the Employees time and will not be compensated by the Employer.

Schedule A – Platoon Captain

- Amend to include new rank of Platoon Captain

The rank of Platoon Captain will be created with the indices at 128% of 10th year rate, commencing no earlier than January 1, 2022, subject to completion, of the collaboratively developed job description.

Qualifications will be the same as for Battalion Chief. Platoon Captain rank is an elevation in rank from Captain for the qualified 1st Acting Battalion Chief on each shift. The Platoon Captain is in service on a fire response apparatus at Fire Station. Platoon Captain acting time will be for the second acting Battalion Chief only and only at the Platoon Captain assigned station.

The Employer and Union agree to collaboratively build a job description with corresponding responsibilities and expectations for the role of Platoon Captain. The new rank is intended to be at a station to be determined where they can best provide all the roster management responsibilities, in order to allow the Battalion Chief time to regularly visit all shift fire crews. The Platoon Captain is also envisioned to provide mentoring for newly qualified acting officers, addressing accountability, experience and expectations of Captains with reference to the SFS Professional Standards manual, City Code of Conduct, Respectful Workplace and Human Rights policy.

Consideration for holiday booking rules will be developed to ensure a Battalion Chief and qualified Platoon Captain are available each tour of duty.

8. Joint Committee

The Employer and Union agree to form a joint committee to review and investigate the 24-hour shift pattern for suppression members. The committee will be comprised of two (2) co-chairs, Fire Chief or designate and Union President and each will appoint three (3) additional members.

The committee will seek to understand and identify benefits, operational challenges, potential hard and soft costs, potential efficiencies, articles impacted in the Collective Agreement and any other evidence related to implementing and operationalizing a 24-hour suppression shift schedule.

Once the committee has completed its review, including any findings, recommendations or proposals, a summary report will be presented to senior management for consideration.

9. Notice Items

Article 6.1 Sick Leave

- In 2003, Local 1271 were placed on notice that there is a possibility of surveillance for cases of suspicious illness or occupational injury. This is reaffirmed for 2020 and beyond.


Article 6.8 On the Job Accident Compensation (W.C.B.)


- The payroll practice for all WorkSafe BC funded vacancies may incorporate holiday entitlement payment percentages, as part of the normal net salary from the City. To be determined after current arbitration is awarded.


Article 8.4.2 Suppression to Fire Prevention Captain


The Employer may post for Suppression to Prevention branch lateral transfer Inspector positions in the future. This may be done under Article 2.1 Management and Direction.


**BARGAINING REPRESENTATIVES ON
BEHALF OF THE EMPLOYER:**












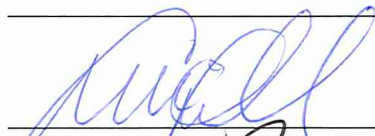






**BARGAINING REPRESENTATIVES ON
BEHALF OF THE UNION:**











NOVEMBER 17, 2021

DATE

HOUSEKEEPING AMENDMENTS

- Change all references as WCB to **WorkSafeBC (WSBC)**
- **Make all gender references neutral where applicable.**
- **Capitalize Employer and Union where applicable.**

Article 1.1 Recognition

- **Housekeeping** - Update language to include "Fleet Manager", "Operational Support Analyst", "Communications Manager", and "Administration Coordinator":

Article 6.9 (b)i

- **Housekeeping** – fix formatting into a single paragraph

LOU #18 Recruit Uniform Kit

- Housekeeping to **amend** the Collective Agreement under Article 7.1

Article 7.1 (a) Uniform for Full-Time Staff (Except Support Services Division Staff)

- **Housekeeping** – update to reflect current new hire issue as agreed to in LOU#18:

Remove:	Add:
Sweater	Turnout Gear bag
Vest	Rehab bag

Article 7.1 (b) Triennial Block Clothing Purchase

- **Housekeeping** – to reflect clothing points at the start of the last triennial block in 2019

Effective January 1, 2019 points for the new triennial block will be ~~one thousand one hundred forty two (1,142)~~, **one thousand three hundred and fifteen (1,315)**.

Article 7.1 (c) Uniform Kit

- **Housekeeping** – Update to reflect current issue:

Remove:	Add:
Work vest or sweater	Work Jacket

Article 8.1 Seniority List

- **Housekeeping** – Make font consistent in operations division list

Article 8.4.4(c) Discretionary Lateral Transfers

- **Housekeeping** – Remove item (c) as it is a duplicate of item (b)

Memorandum of Agreement - Promotional Protocols, Suppression Branch Promotions

- **Amend** the Collective Agreement as outlined in the Memorandum of Agreement dated September 5, 2017, referring to Article 8.5 and Article 8.5.1 Promotional Protocols.

Article 8.5.1(a) Suppression Branch Promotions

- **Housekeeping:** (agreed to November 21, 2018 with most recent posting for BC program)

8.5.1 (g) viii Program Content – Battalion Chief Program

The minimum requirements for Battalion Chief qualification will include completion of all courses needed for Captain qualifications listed under Article 8.5(e) as well as the following courses:

- **Fire Officer 200**
- **Evidence Based Decision Making (UFV)**
- **ICS 300 (JIBC or equivalent)**
- **Information Officer (JIBC or equivalent)**
- **Supervisory Skills (BCIT or equivalent)**
- **Fire Cause and Origin Level 1 (JIBC or equivalent)**

LOU #14 Training Wage for Recruit Firefighters – December 20, 2016

- **Housekeeping** for inclusion to the Collective Agreement to add under Article 9.

Article 9.11 Recruit Training Wage

The Training Period is currently six (6) weeks in duration. However, the Training Period may be extended for a recruit firefighter who is unable, for any reason, to fully participate during this term. In addition, if certification requirements or standards change the Employer may alter the Training Period. During the Training Period, recruit firefighters will be in training/orientation for 42 hours per week, 5 days per week.

Successful completion of the Training Period including suitability is required by recruit firefighters for continuing employment. After recruit firefighters successfully complete their Training Periods

they will be subject to the remainder of the usual 12 month probationary period and, once recruit firefighters are assigned to a platoon shift schedule, their wage rates will increase to the 1st 6 months rate in Schedule “A”. Future time-based increments will occur in accordance with the current practice.

- Add wage table under Schedule A.

Firefighter (2019)	Monthly	Bi-Weekly	Bi-Weekly/Shift	Hourly/42 Hr Week
Training	\$ 3,871.15	\$ 1,786.68	\$ 255.24	\$ 21.270
1 st 6 months	\$ 5,766.08	\$ 2,661.27	\$ 380.18	\$ 31.682
2 nd 6 months	\$ 6,177.83	\$ 2,851.31	\$ 407.33	\$ 33.944

Memorandum of Agreement - Fire Stockroom Clerk

- **Amend** the Collective Agreement as outlined in the Memorandum of Agreement dated June 29, 2017 referring to “Fire Stockroom Clerk 2” and Letter of Understanding dated September 14, 2021 referring to “Fire Stockroom Clerk 2 Step indices”

Article 10.7.1 Stockroom Clerk

The hours of work for Fire Stockroom Clerk will be forty (40) hours per week.

- Add wage table to Schedule A under E. Support Services

10 Shifts bi-weekly @ 8 hours per shift				
	Monthly	Bi-Weekly	Bi-Weekly/Shift	Hourly/40 Hr Week
Stockroom Clerk 2 - 2017	\$ 4,865.47	\$ 2,245.60	\$ 224.56	\$ 28.07

Article 10.9 Definition of Duty Shift & Work Week

- **Housekeeping**

Training hours adjustment to reflect actual 9.375 ~~9.4~~.

Also add the Stockroom Clerk hours as per MOA dated June 29, 2017.

LOU #1 Introduction of New items to Order Form and Clothing Points

- **Housekeeping** - Amend LOU#1 to include the changes agreed to in the letter dated November 30, 2015.

“Specifically the parties agreed to amend the maximum available limit for hydrophobic shirts from two (2) to four (4) per year. Correspondingly, the parties further agreed to amend the maximum available limit for regular white or navy T-shirts from six (6) to four (4) per year.”

LETTERS OF UNDERSTANDING

LOU #1 Introduction of New items to Order Form and Clothing Points

- Renew

LOU #2 Contracting Out

- Renew

LOU #5 Training

- Renew

LOU #6 Promotions

- Renew

LOU #7 Health Fund Calculations

- Renew

LOU #8 Uniform Funding for the Surrey Fire Service Honour Guard and the Surrey Fire Fighters Pipe and Drum Band

- Renew – with the current point values

LOU #9 Performance Pay Incentive

- Renew the revised letter dated December 2, 2015
- Add an addendum to the LOU to provide an additional 0.14% performance pay with two additional metrics for:
 - Turnout gear maintenance requirements with reporting
 - Fuel entry accuracy reporting threshold
- Add 2.5-point bonus for completing 90% of the Annual Proficiency Training metric before October 1st of each year.

LOU #11 Exempt Acting Opportunities in the Administrative Development Program

- Renew

LOU #12 Part Time Seniority

- Renew as amended for “unpaid” leaves”

LOU #13 Grant Funding for the Local 1271 Fire Chaplain

- Renew

LOU #19 Fire Stockroom Clerk Step Indices

- Amend Schedule A to include step indices

Proposed Fire Officer Leadership Courses/Workshops

Delivery Proposal

- Spread out over the time the students are starting Fire Officer 100 through their completion of Fire Officer 200.
- Exact schedule may vary to allow for larger class sizes (more efficient delivery). A student may take a leadership/communications workshop in their 14th or 15th year; one class with 2 year's students.
- Recognizes that certain workshops require pre-requisite workshops or are more applicable closer to the employee's completion of Fire Officer 200.

Delivery Timeline

Program Courses/Workshops	FSH Course	Fire Officer 100 Program	FO Admin Day	Leadership Workshop I	Communications Workshop I	Leadership Workshop II	Fire Officer 200 Program*	Communication Workshop II	Leadership Workshop III
Delivery Year	Year 10	Year 13/14	Year 13/14	Year 14/15	Year 15/16	Year 16/17	Year 17**	Year 17	Year 17/18
Course/Workshop Options	NA	NA	<ul style="list-style-type: none"> • FDM • Telestaff • L1271 Briefing • AC Ops Briefing 	<ul style="list-style-type: none"> • Insights Discovery 	<ul style="list-style-type: none"> • Six Leadership Conversations 	<ul style="list-style-type: none"> • Sonar Leadership Teams • Leading Teams 	NA	<ul style="list-style-type: none"> • Crucial Conversations 	<ul style="list-style-type: none"> • Equity, Diversity & Inclusivity • Respectful Workplace • Leadership Program

* Includes Evidence-Based Decision Making

** The number of FO 200 new learners are determined by operational need

Available Courses/Workshops

Course/Workshop	Presenter/Provider	Time Frame
Insights Discovery - Beginning the Journey in Self Awareness	CoS Learning and Development Staff	1 day
The Six Leadership Conversations	Dene Rossouw (external)	1 day
Leading Teams	Holloway Group	2 – ½ days
Crucial Conversations for Mastering Dialogue	Crucial Learning	2 days
SONAR Leadership	Fiore Group	1 day
Equity, Diversity and Inclusivity	TBD	2 days
Respectful Workplace	TBD	½ day
Leadership Program (supervisors)	Fiore Group?	1 day

Potential Providers	Website
Pontefract Group	Home - Pontefract Group (danpontefract.com)
Gamar Leadership Group	Gamar Leadership Group
Ryan Walter	Ryan Walter Leadership Development Performance Training
Lumina Learning	Discover your leadership style with Lumina Leader Lumina Learning
DiSC Profile	Discprofile.com - DiSC Profile
Meyers-Briggs	The Myers & Briggs Foundation (myersbriggs.org)
KPU Business Courses	Programs and Courses KPU.ca - Kwantlen Polytechnic University
KPU – Custom Workshops	Lesley McCannell KPU.ca - Kwantlen Polytechnic University
Sauder School of Business	Essentials in Supervisory Skills UBC Sauder School of Business
	Conflict Management Strategies - Executive Education UBC Sauder School of Business