

2020

MEMORANDUM OF AGREEMENT

between the

CITY OF NEW WESTMINSTER

and the

CITY FIREFIGHTERS' UNION, LOCAL 256

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE CITY OF NEW WESTMINSTER (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE CITY OF NEW WESTMINSTER COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CITY FIREFIGHTERS' UNION, LOCAL 256 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2020 JANUARY 01 AND EXPIRING 2022 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

All of the terms of the 2012-2019 Collective Agreement continue except as specifically varied below.

**2. Term of Agreement**

The term of the new Collective Agreement shall be for three (3) years from 2020 January 01 to 2022 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

**3. General Wage Increases**

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

- (a) Effective 2020 January 01, the monthly 4th year Firefighter rate in effect on 2019 December 31 (that is \$8240) shall be increased by two and one-half percent (2.50%) and will be rounded to the nearest whole dollar (that is \$8446). All other rank indices shall be maintained.

- (b) Effective 2021 January 01, the monthly 4th year Firefighter rate in effect on 2020 December 31 (that is \$8446) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is \$8657). All other rank indices shall be maintained.
- (c) Effective 2022 January 01, the monthly 4th Year Firefighter rate in effect on 2021 December 31 (that is \$8657) shall be increased by the amount equal to the average percentage increase to the monthly 4th Year Firefighter rate negotiated for 2022 by the first three (3) settlements amongst the following municipalities: City of Burnaby, City of Delta, City of Port Coquitlam and City of Richmond. All other rank indices shall be maintained.
- (d) Retroactive payments arising from (a), (b), and (c) will be made as soon as possible and no more than ninety (90) days following the date of ratification of this Memorandum of Agreement and shall include all employees who, at the time of processing such payments, have retired or are no longer working for the City of New Westminister Fire and Rescue Services.

**4. Clause 4.2 – Postings**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 4.2 to read as follows:

“Before filling any bargaining unit position for regular staff of the Employer, excluding the position of entry level Firefighter, 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 fourteen (14) calendar days. Off duty employees will be notified of any such postings.”

**5. Clause 4.6 – Training**

While not to be included in the new Collective Agreement, effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that employees scheduled for EMR training during off-duty hours will be paid at a special rate of straight time pay for up to forty-eight (48) hours for time spent in such training programs. This provision may only be used one-time and is without prejudice to the Employer and the Union.

**6. Clause 4.10 – Telephone**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 4.10 to read as follows:

“Every employee covered by this Agreement shall have a functioning mobile phone and keep the Employer advised of their current phone number.”

**7. Clause 7.3 – Statutory Holidays**

- (a) Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 7.3(a) and (b) to read as follows:

“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 thirteen (13) 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, National Day of Truth and Reconciliation\* (effective the date of ratification of the Memorandum of Agreement), 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.

\*If the Government of Canada and the Government of the Province of British Columbia commemorate the National Day of Truth and Reconciliation on different days, the Employer will recognize the Government of the Province of British Columbia statutory holiday only.

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 thirteen (13) 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.”

- (b) Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new Clause 7.3(d) to read as follows:

“d) The length of the work day for each employee working a four (4) day work week in the Fire Prevention Division is deemed to be eight and three quarter (8.75) hours for the purpose of crediting and deducting of Statutory Holidays under Clause 7.3. The length of the work day for each employee working a five (5) day work week in the Fire Prevention Division is seven (7) hours for the purpose of crediting and deducting Statutory Holidays under Clause 7.3.”

**8. Clause 7 – Vacations and Other Leave**

- (a) Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 7.1 to read as follows:

“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 ninety (90) consecutive calendar days.
- d) For the determination of vacation leave entitlement, an employee shall receive recognition for some or all previous regular employment with another employer where they were performing substantially similar work.
- e) Firefighting Element
  - i) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12<sup>th</sup>) 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>.
  - ii) During the second (2<sup>nd</sup>) to the fifth (5<sup>th</sup>) year of calendar service – eight (8) duty shifts (ninety-six (96) hours).
  - iii) 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).
  - iv) During the tenth (10<sup>th</sup>) to the thirteenth (13<sup>th</sup>) calendar year of service – sixteen (16) duty shifts (one hundred and ninety-two (192) hours).
  - v) During the fourteenth (14<sup>th</sup>) to the eighteenth (18<sup>th</sup>) calendar years of service – twenty (20) duty shifts (two hundred and forty (240) hours).
  - vi) During the nineteenth (19<sup>th</sup>) to the twenty-fifth (25<sup>th</sup>) calendar years of service – twenty-four (24) duty shifts (two hundred and eighty-eight (288) hours).
  - vii) During the twenty-sixth (26<sup>th</sup>) to the thirtieth (30<sup>th</sup>) calendar years of services – twenty-eight (28) duty shifts (three hundred and thirty-six (336) hours).

- viii) During the thirty-first (31<sup>st</sup>) to thirty-third (33<sup>rd</sup>) calendar years of service – twenty-four (24) duty shifts (two hundred and eighty-eight (288) hours).
  - ix) During the thirty-fourth (34<sup>th</sup>) and all subsequent calendar years of service – twenty (20) duty shifts (two hundred and forty (240) hours).
  - x) All vacations shall commence on the first duty shift after the employee’s days off and all vacation shall be on duty shift basis. Days off that fall after the vacation will be treated as part of the employee’s vacation.
- f) Other Employees\*

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

- i) 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 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 (1/2) worked by December 31st.
- ii) 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 thirty-five (35) or thirty-seven and one-half (37.5) hour work week respectively).
- iii) 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 one-half (112.5) hours for a thirty-five (35) or thirty-seven and one-half (37.5) respectively).
- iv) During the tenth (10<sup>th</sup>) to the thirteenth (13<sup>th</sup>) calendar years of service – twenty (20) working days (one hundred and forty (140) or one hundred and fifty (150) hours for a thirty-five (35) or thirty-seven and one-half (37.5) work week respectively).
- v) During the fourteenth (14<sup>th</sup>) to the eighteenth (18<sup>th</sup>) calendar years of service – twenty-five (25) working days (one hundred and seventy-five (175) or one hundred and eighty-seven and one-half (187.5) hours for a thirty-five (35) or thirty-seven and one-half (37.5) work week respectively).

- vi) During the nineteenth (19<sup>th</sup>) to the twenty-fifth (25<sup>th</sup>) calendar years of service – thirty-five (35) working days (two hundred and forty-five (245) or two hundred and sixty-two and one-half (262.5) hours for a thirty-five (35) or thirty-seven and one-half (37.5) work week respectively).
  - vii) During the twenty-sixth (26<sup>th</sup>) to the thirtieth (30<sup>th</sup>) calendar years of service – forty (40) working days (two hundred and eighty (280) or three hundred (300) hours for a thirty-five (35) or thirty-seven and one-half (37.5) work week respectively).
  - viii) During the thirty-first (31<sup>st</sup>) to the thirty-third (33<sup>rd</sup>) calendar years of service – thirty-five (35) working days (two hundred and forty-five (245) or two hundred and sixty two and one-half (262.5) hours for a thirty-five (35) or thirty-seven and one-half (37.5) work week respectively).
  - ix) During the thirty-fourth (34<sup>th</sup>) and all subsequent calendar years of service – twenty-five (25) working days (one hundred and seventy-five (175) or one hundred and eighty-seven and one-half (187.5) hours for a thirty-five (35) or thirty-seven and one-half (37.5) work week respectively).
- g) 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.”

- (b) Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete Clause 7.4 and to renumber the subsequent provisions accordingly.

**9. Clause 7.5 – Bereavement Leave**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 7.5 to read as follows:

“Bereavement leave applies to a family member related by blood, adoption, guardianship, marriage or common law partnership. Bereavement leave in the case of the death of an employee’s family member shall be granted without loss of pay for no more than four (4) working days to be taken within one (1) year of the bereavement.”

**10. Clause 7.8(a) – Maternity and Parental Leave – Length of Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 7.8(a) Length of Leave to read as follows:

- “i) Birth Parent  
A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty-two (62) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

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

- ii) Non-Birth Parent and Adoptive Parent  
An employee who is the non-birth parent or an adoptive parent shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay. The employee shall take the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the employee.

- 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.

In no case shall the combined maternity and parental leave exceed more than seventy-eight (78) consecutive weeks following the commencement of the leave.”

**11. Clause 7.8(f) – Maternity and Parental Leave – Supplementary Employment Insurance Benefits**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 7.8(f) Supplementary Employment Insurance Benefits to read as follows:

- “(i) Regular Full-Time birth parents 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, non-birth parents who, due to the death or total disability of the birth parent, 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 for the first 17 weeks, including the Employment Insurance waiting period if the employee continues to receive Employment Insurance benefits.
- 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.”

**12. Clause 7.8(g) – Maternity and Parental Leave – Supplementary Employment Insurance Benefits Plan Conditions**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add Clause 7.8(g) Supplementary Employment Insurance Benefits Plan Conditions to read as follows:

- “i) The Supplementary Employment Insurance Benefits are contingent upon an Employee completing a signed acknowledgement that the benefit must be repaid if they do not return to work for a period equal to the time the Employer provided the Supplementary Employment Insurance Benefits.
- ii) If an employee who received benefits under the Supplementary Employment Insurance Benefits Plan does not return to work for the Employer for the period outlined in section (i) above, they will be required to repay the Supplementary Employment Insurance Benefit Plan payments paid by the Employer. Such repayment shall be pro-rated based on time worked following the receipt of the Supplementary Employment Insurance Benefits Plan payments.
- iii) If the eligible parent experiences a medical condition preventing them from returning to work, the requirement to repay the benefit will be assessed on a case-by-case basis.”

**13. NEW Parental Leave Supplemental Employment Insurance Benefits**

While not to be included in the new Collective Agreement, the Employer and the Union agree to work towards a feasible plan for implementation of Supplementary Employment Insurance Benefits for parental leave to be included in the subsequent round of collective bargaining.

**14. Clause 8.2 – Extended Health Benefits Plan**

Effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend this clause to increase the maximum lifetime benefit from one million dollars (\$1,000,000) per person to three million dollars (\$3,000,000) per person.

While not to be included in the new Collective Agreement, effective as soon as possible following the date of ratification of this Memorandum of Agreement, the Employer will instruct the Extended Health Benefits Plan carrier to amend coverage as follows:

- (a) Increase coverage for psychological services from six hundred dollars (\$600) per person per calendar year to two thousand dollars (\$2,000) per person per calendar year; and
- (b) Amend the plan to reimburse drug expenses based on mandatory generic pricing unless the prescribing physician specifies a medical reason for no substitution.

**15. Clause 8.4 – Group Life Insurance**

Effective first of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 8.4 to read as follows:

“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 coverage shall be calculated on the basis of \$2,000.00 of insurance for each \$1,000.00 of gross basic annual salary, which salary shall be computed to the next highest \$1,000.00. The Employer shall contribute the full premium for this Plan.”

The Employer and the Union agree to delete Clause 8.4(b) from the new Collective Agreement.

**16. NEW Cancer Screening**

While not to be included in the new Collective Agreement, effective the date of ratification of the Memorandum of Agreement, the Employer commits to working with the Union to explore options for access to cancer screening processes that are appropriate to the risks associated with their employment.

**17. Letters of Agreement**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to the following:

- (a) Attach the following Letters of Agreement to the new Collective Agreement:
  - i. Letter of Agreement #02 – 2022 Departmental Clothing/Uniform Issuance which is attached to this Memorandum of Agreement as Appendix 1. Clause 6.1 will include a statement to read as follows, “Please refer to Letter of Agreement #02-2022”.
  - ii. Letter of Agreement #03 – 2022 Re: Promotional Protocols which is attached to this Memorandum of Agreement as Appendix 2.
- (b) Delete the following Letters of Agreement from the new Collective Agreement:
  - i. Letter of Agreement #1-2015 Re: Long Service Leave.
  - ii. Letter of Agreement #4-2014 Re: Promotional Protocols.
  - iii. Pages 86-165 of Letter of Agreement #2-2015 Re: Restructuring Committee. The remaining attachments from this LOA will be addressed by the Parties pursuant to item (c) below.

- (c) Establish a joint Committee (hereafter “the Committee”) comprised of up to two (2) representatives appointed by the Employer and up to two (2) representatives appointed by the Union. The purpose of the Committee shall be to review the Letters of Agreement in the 2012-2019 Collective Agreement which have not been addressed in this Memorandum of Agreement including the remaining Terms of Reference from Letter of Agreement #2 – 2015 Re: Restructuring Committee. The Committee will make recommendations to the parties’ principals regarding any proposed changes to those Letters of Agreement. The Committee will conclude its work no later than April 30, 2023. Any recommendations accepted by the parties’ principals may be included in the new Collective Agreement during the drafting of the new Collective Agreement.

**18. 24-Hour & Flex Firefighter Shift Schedule Committees Pilot**

While not to be included in the new Collective Agreement, the parties agree to the Pilot Project Agreement #4-2022 Re: 24-Hour & Flex Firefighter Shift Schedule Committees Pilot, which is attached to this Memorandum of Agreement as Appendix 3.

**19. Housekeeping**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to make the following amendments:

- (a) Delete expired effective dates; and
- (b) Any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

**20. Drafting of New Collective Agreement**

The Employer and the Union agree that in all instances where an amendment to the new Collective Agreement is effective on a specific date, only the amendment shall appear in the new Collective Agreement together with a sentence referencing its effective date.

**21. Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than sixty (60) calendar days from the date on which this Memorandum of Agreement is signed.

DATED this 15 day of December, 2022 in the City of New Westminister.

BARGAINING REPRESENTATIVES ON BEHALF  
OF THE EMPLOYER:

\_\_\_\_\_  
"Lisa Spitale"

\_\_\_\_\_  
"Erin Williams"

\_\_\_\_\_  
"Eva Yip"

\_\_\_\_\_  
"Wendy McDonnell"

\_\_\_\_\_  
"Jeff Gill"

\_\_\_\_\_  
"Brad Davie"

\_\_\_\_\_  
"Karen Basran"

BARGAINING REPRESENTATIVES ON BEHALF  
OF THE UNION:

\_\_\_\_\_  
"Shane Poole"

\_\_\_\_\_  
"Jason Lange"

\_\_\_\_\_  
"Kyle Hlina"

\_\_\_\_\_  
"Tom Schneider"

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This is the Appendix 1 referred to in item #17.

Letter of Agreement #02—2022

Between the

Corporation of the City of New Westminster

And the

International Association of Firefighters (I.A.F.F.) Local 256

Departmental Clothing/Uniform Issuance

The Corporation of the City of New Westminster (the "Employer") and the City Firefighters' Union, Local 256, International Association of Firefighters (the "Union") hereby agree to this Letter of Understanding for a trial period and ending on December 31, 2024. The intent of the Letter of Understanding is to trial a new format for the issuance of clothing and uniform provisions and the respective processes. This Letter of Understanding shall apply to all new and existing members of the Union and is not meant to be applied retroactively. For the duration of the trial period, this Letter of Understanding replaces Letter of Agreement #3-2014 (Revised October 2015).

Overview

A process has been in place as per Letter of Understanding #3-2014 (Revised October 2015) governing the issuance of Departmental clothing and uniforms, which is contrary to the clothing requirements outlined in the Collective Agreement (Article 6.1).

Both parties agree to revert to Article 6.1 of the Collective Agreement in the event of a labour/management dispute arising from the trial process as outlined in this Letter of Understanding.

It is understood that LOU #02-2022 will replace LOU #3-2014 (Revised October 2015) for the duration of the trial period initially ending December 31, 2024.

General Guidelines

1. This Letter of Understanding is intended to guide the ordering and distribution of departmental clothing/Uniform issue from an employee's first day of employment and furthermore for each individual member on an annual basis.
2. Any alteration(s) to current styles, fashions, and/or color schemes shall be determined by the Employer and when appropriate, in consultation with the Union.
3. All members of the Union shall, at all times, possess a full (and acceptable in both appearance and fit) 'Uniform Kit' as outlined within this agreement that shall be inspected annually prior to a subsequent order form being issued. Uniform inspection events shall occur on-shift as a training

initiative and all members shall be provided with advance knowledge of upcoming Uniform inspection dates.

4. Rules shall be created and administered by the Union (with oversight from the Employer) to limit any potential misuse of the Annual Clothing allotment and these rules shall be clearly outlined.
5. Shift Clothing representatives shall be maintained, to the best of the ability of the Union, to a minimum of 2 members for each respective Platoon as well as any non-suppression branch(es). As members of the Clothing Committee (and along with Union Executive oversight), the shift representatives will be responsible for the distribution and subsequent collection of clothing order forms, distribution of clothing to Union members, and any member assistance required between clothing orders related to incorrect sizing or otherwise, that would require exchange or alteration.
6. The Union shall maintain oversight of the 'Union oversight component(s)' through the chairing of regular meetings of the Clothing committee and acting as a liaison between Local 256 members and the Employer.

#### Administration

Administration of the annual Clothing Order process shall be accomplished via joint collaboration between the Union and the Employer.

The Employer (or representative of) shall be responsible for but not limited to:

1. Compiling a finalized list of items to be ordered,
2. Placing all finalized orders with the appropriate vendors,
3. Handling exchanges and returns on defective/incorrect sizing of ordered items (in conjunction with shift representatives)
4. Provide an appropriate space in which the Clothing Issue may be distributed from

The Union shall, but not limited to:

1. Complete an annual order form (one for each member)
2. Audit all completed forms to ensure there are no anomalies, and
3. Distribute Clothing issue(s) as they arrive
4. Be the first point of contact for any Union member clothing-related issues

#### Costs

It is acknowledged by both the Employer and the Union that the costs associated to the Clothing Issue, may increase year over year due to reasons out of the control of either the Employer or the Union. As such, part of this agreement shall be to agree on an acceptable indexing to the clothing budget line item.

1. The annual increase (per member) to clothing entitlement for the initial trial period shall be 2.25% compounded annually beginning with \$725 for the 2022 calendar year.

2. Subsequent years shall be \$741 for 2023 and \$758 for 2024 (for each member). The effectiveness and/or accuracy of the clothing entitlement will be reviewed at the conclusion of the trial period.
3. Cost increases shall be, in part, a result of the cost increases set by our current vendors and in order to maintain solvency with Article 6.1 of the Collective Agreement should it become necessary to revert to it.
4. Dollar values of items on the Clothing order form shall be rounded to the nearest whole dollar. (E.g., \$9.75 will be rounded to \$10.00 whereas \$9.25 will be rounded to \$9.00 etc.)

#### New Processes

This Letter of Understanding shall take into consideration the entirety of an Employee's career. As Such, the following shall apply for the duration of the trial period:

1. Except where circumstances are beyond the control of the Employer, within thirty (30) calendar days of the date of hire of all new employees, department clothing shall be provided in accordance with the **NWFRS New Recruit Clothing Order Form – 1A**.
2. In addition, within thirty (30) calendar days and except where circumstances are beyond the control of the Employer, the Employer shall order each new suppression-bound employee, a full set of structural gear in accordance with **NWFRS New Recruit - Turnout Gear Issue**.
3. Upon successful completion of an Employee's probationary period (as identified in the Collective Agreement), the Employer shall provide each employee with the items indicated in the **NWFRS New Recruit Clothing Order Form - 1B**.
4. **IN ADDITION** to the distribution of the items contained in the IA and 1B clothing allotments, all new Employees shall be provided the opportunity to complete their annual clothing order form for the year subsequent to their year of hire (2nd Calendar year of employment). During the member's first (self-selected) clothing order a member may only select items under the 'Standard Issue' section of the Clothing order form, **EXCEPT FOR THE FOLLOWING**: T-shirts, Gym Shorts and Ball Caps under 'Optional Issue'.

#### Uniform Kit

Given reasonable notice is provided, any member may be requested to produce all items in the "Uniform Kit" for the purpose of inspection. Items deemed to be 'not in an acceptable condition' are required to be ordered during the member's subsequent Clothing order cycle. An exception to this rule may be made for members 'KNOWN' to be retiring in the subsequent year AND ONLY IF the member has indicated their intent to retire (in writing) to the Employer prior to the completion of the annual Clothing Order Form.

#### Uniform Kit - Defined

- One (1) Set of Rank appropriate Epaulettes
- One (1) White Shirt (long sleeve) - CTO Only
- One (1) Dress Shirt (long sleeve) - Firefighters, Confirmed Officers, Fire Inspectors
- One (1) Special Event Work Shirt (long or short sleeve)

- Four (4) Work/Station shirts (long or short sleeve)
- Three (3) Pairs of Work Pants
- One (1) Dress Tunic w/ appropriate insignia (Collar Dogs, Service Bars, Braids)
- One (1) Dress Pants w/Black Stripe
- One (1) Dress Cap w/ appropriate insignia
- One (1) Tie - Black
- One (1) Belt - Leather w/ Buckle (Dress Uniform)
- One (1) Web or Leather Belt (Station Uniform)
- One (1) Pair of Oxfords (dress shoes)
- One (1) Pair of Steel Toed Work Boots - Suppression Members
- One (1) Pair of Work Boots - Fire Inspectors
- One (1) Rain Coat (Station Uniform)
- One (1) Mid-Layer Coat (i.e. Fleece)
- One (1) Ball cap
- Two (2) Pairs of Black Socks

Officer Epaulettes and Bugles

Upon successful completion of a member's Fire Officer Program, and at the earliest convenience of the Employer, the Employer shall present the successful candidate with an initial set of Epaulettes and Bugles in a personalized container as has been the practice since approximately 2015.

The Employer shall, to the best of their ability, maintain storage of additional Epaulettes and Bugles such that under extreme circumstances (blood contamination, severe damage due to an incident etc.) a member may be granted replacements at the discretion of the Employer.

General Rules

Retirement section: Items listed under this section are meant to be available to members FOR THEIR YEAR OF RETIREMENT. Specialty items such as the Retirement Watch may only be purchased ONCE in the duration of a member’s employment with the City of New Westminster. Members wishing to access the retirement items are encouraged to notify the Employer/Union of their intent to retire (in writing) prior to completing their clothing order form in their expected year of retirement.

Specialty Items

Arcteryx (or other comparable brand/product as deemed appropriate by the Employer)

Limited to use while on the job (NOT FOR PERSONAL USE). Jackets shall be available for each member only once (1) in any 5 year period, and not during a member's first clothing order (2nd year of employment) as identified above.

Should an employee require a new jacket due to deterioration, damage (job-related), etc. PRIOR to the expiration of the 5 year period (and only under this circumstance), the member shall be required to bring their original jacket back to the Employer and complete the relevant form indicating reasons for the damage/deterioration etc. The Employer shall have discretion on whether or not to grant an early replacement.

Limits on Items

1. Members shall no longer be limited, within reason and as determined by the Clothing committee (in collaboration with the Employer), to their clothing selections under 'Optional Clothing Items'. This is provided explicitly given that each member, at all times, has a full and acceptable 'Uniform Kit' (as identified above) in their possession and ready for inspection.
2. In agreement with representatives of the Clothing Committee, appropriate annual limits will be placed on specific items.

Expiry of the Letter of Agreement

Six months prior to the conclusion of the trial period, the Employer and Union shall reconvene to review this Letter of Understanding which may be either adopted (by mutual agreement) into the Collective agreement; or agree to a continuation of the trial period as outlined in this Letter of Understanding; or to revert to the Collective Agreement (Article 6.1). Either party may cancel this Letter of Understanding upon issuing ninety (90) days of notice to the other party.

Date at New Westminster, British Columbia, this 15 day of 2022, December.

For the Employer:

For the Union:

\_\_\_\_\_  
"Lisa Spitale"

\_\_\_\_\_  
"Shane Poole"

\_\_\_\_\_  
"Erin Williams"

\_\_\_\_\_  
"Jason Lange"

\_\_\_\_\_  
"Eva Yip"

\_\_\_\_\_  
"Kyle Hlina"

\_\_\_\_\_  
"Wendy McDonnell"

\_\_\_\_\_  
"Tom Schneider"

\_\_\_\_\_  
"Jeff Gill"

\_\_\_\_\_  
"Brad Davie"

\_\_\_\_\_  
"Karen Basran"

This is the Appendix 2 referred to in item #17.

LETTER OF AGREEMENT #3–2022

CITY OF NEW WESTMINSTER  
and  
CITY FIREFIGHTERS’ UNION, 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 CITY FIREFIGHTERS’ UNION, IAFF LOCAL 256 (hereinafter called “the Union”);

**TERM**

This Letter of Agreement will be open for review and amendment within ninety (90) calendar days’ written notice by either party. However, it shall remain in full force and effect unless canceled or amended by mutual agreement.

**SCOPE**

The Employer and the Union agree that the intent of this agreement is to avoid confusion regarding Article 4.3 Promotional Policy, specifically subsection (a). It is agreed that this agreement is not intended to alter the terms and conditions of the Collective Agreement.

The application of the principles in this agreement will apply to all promotions in the Fire Suppression Division up to and including the rank of Platoon Captain.

**APPLICATION OF ARTICLE 4.3 – FIRE SUPPRESSION PROMOTION**

1. When the Employer determines that there is a vacancy in an officer rank, the position shall be posted immediately. Where a vacancy exists and when there are qualified employees, the Employer will confirm the senior qualified employee and posting of the vacancy is not required, given the senior qualified Employee accepts the promotion.
2. Employees may apply for a scheduled promotional process in accordance with the posting. Applications to the promotional process will be accepted on the basis of seniority.
3. Postings will include:
  - a. required qualifications;
  - b. a description of the promotional process;
  - c. criteria used to determine the successful completion of promotional requirements;

- d. the start and completion dates for training programs required for the promotional process.
4. An employee will not be eligible for acting assignments until the scheduled training program has been concluded and the employee has successfully completed all components of the program.
5. Following the conclusion of the scheduled training program, the Employer will schedule acting assignments on a trial basis as vacancies occur from qualified internal applicants who have successfully completed all components of the scheduled training program, in seniority order.
6. Employees who are working in the capacity of an Officer will initially receive a pay rate of 117% of an 11th year firefighter. Employees working in the capacity of an Officer will receive the pay rate of 122% of an 11th year firefighter once the employee has:
  - a. worked no less than ninety-six (96) scheduled shifts in the position; and
  - b. attained an overall score of seventy percent (70%) on the Emergency Incident Management Scenario (EIM) accompanied by an acceptable Job Performance Review (JPR) which will be scheduled and carried out by the Employer at or near the completion of the 96 shift probationary period
    - i) An individual candidate will have three (3) opportunities in which to attain a passing grade
  - c. In the event that the Employer has been unable to assess a candidate in a timely manner (at or near the 96 shift probationary threshold) or as a result of extenuating circumstances, a fire officer candidate will be retroactively made whole upon completion of the above stated requirements. The candidate will receive the Captain's rate of 122% of an 11th year firefighter for all hours worked (in the role of a Captain) retroactively to the 97th shift (inclusive).
7. If an employee declines an opportunity to participate in the promotional process, the employee’s seniority (for the purpose of promotion to a specific Officer rank only) will fall below the last employee who has successfully completed the promotional process, but senior to employees in the next group of promotional process applicants.
8. An employee who declined an opportunity to participate in a promotional process as in paragraph 7 above and who successfully completes a subsequent promotional process will have their seniority restored at that time. However, the reinstatement of the employee’s seniority cannot be used to displace a less senior employee who has been confirmed in their position.
9. Employees who commence a promotional process are expected to complete the program requirements. If an employee opts out of the promotional process prior to completion, any overtime pay received by the Employer as result of the promotional training opportunity will be reimbursed to the Employer by the employee.

- 10. The Employer agrees to allow a sufficient number of applicants, selected in order of seniority, to participate in training programs to ensure an adequate number of employees are qualified for acting assignments and promotional opportunities.

DATED this 15 day of December, 2022 in the CITY OF NEW WESTMINSTER.

BARGAINING REPRESENTATIVES ON  
BEHALF OF THE EMPLOYER:

“Lisa Spitale”

---

“Erin Williams”

---

“Eva Yip”

---

“Wendy McDonnell”

---

“Jeff Gill”

---

“Brad Davie”

---

“Karen Basran”

BARGAINING REPRESENTATIVES ON  
BEHALF OF THE UNION:

“Shane Poole”

---

“Jason Lange”

---

“Kyle Hlina”

---

“Tom Schneider”

---

---

---

This is the Appendix 3 referred to in item #18.

**PILOT PROJECT AGREEMENT #4-2022**

between the

CITY OF NEW WESTMINSTER  
(hereinafter called the “Employer”)

and the

CITY FIREFIGHTERS’ UNION, LOCAL 256  
(hereinafter called the “Union”)

(together the “Parties”)

**RE: 24-HOUR & FLEX FIREFIGHTER SHIFT SCHEDULE COMMITTEES PILOT**

The Parties to this Pilot Project Agreement (the “PPA”) agree to the following:

1. This PPA will be in effect upon signing and expire on December 30, 2023. This PPA may only be renewed or continued by the express written agreement of both Parties.
2. The Collective Agreement applies to the Parties except as otherwise expressly stated herein. In the event of a conflict between this PPA and the Collective Agreement, this PPA supersedes the Collective Agreement only to the extent of the conflict.
3. The Parties acknowledge and agree that the implementation of a 24-hour shift schedule including this PPA is on a pilot basis and is made without prejudice to the interpretation and application of the Collective Agreement or any other agreement between the Parties. The Parties further agree that this PPA is made without prejudice with respect to any interest arbitration. None of the provisions of this PPA or subsequent letter agreements regarding this pilot project, nor any discussions arising from this PPA or subsequent letter agreements may be put before an interest arbitrator by either Party as information or as evidence in a 2020 or any subsequent round of collective bargaining.
4. The Parties will develop a plan to implement a pilot 24-hour shift schedule for employees in the Fire Suppression Division with a duration of two (2) years from date of implementation.
5. The Parties agree to establish a separate 24-Hour Shift Committee and Flex Firefighter Shift Schedule Committee (hereinafter called “the Committees”). The Committees will be comprised of three (3) representatives appointed by the Employer and of three (3) representatives appointed by the Union. The representatives appointed by the Parties do not necessarily have to be City employees.

6. The purpose of the Committees is to attempt to develop a plan for both a 24-Hour Shift Pilot and a Flex Firefighter Shift Schedule Pilot. The Committees will target completion of the development of the plans by March 31, 2023 with implementation to begin on or before June 1, 2023 and the transition to be concluded by July 1, 2023. For clarity, the details of these plans will be documented in the form of subsequent Letters of Agreement for each pilot agreed to by the Employer and Union. Letters of Agreement must be signed off for both the 24-Hour Shift Pilot and Flex Firefighter Shift Schedule Pilot before either Pilot is implemented.

7. The 24-Hour Shift Committee will:

- a. develop a 24-hour shift schedule, giving consideration to hours of work, rest periods, shift assignments, training, and callout;
- b. establish a method to backfill absences including the use of flex firefighters;
- c. establish a process to monitor and evaluate the 24-hour shift schedule using agreed to evaluation criteria;
- d. consider provisions necessary for inclusion in the Letter of Agreement referenced above in Item 6 for the temporary operation of the 24-Hour and Flex Firefighter Shift Schedule Pilots; and
- e. consider any other items the Committee determines to be relevant to the 24-Hour and Flex Firefighter Shift Schedule Pilots.

8. The Flex Firefighter Shift Schedule Committee will consider the following:

- a. current employees of the New Westminster Fire Department, as of the date of ratification of the Memorandum of Agreement, will not be required to work in the Flex Firefighter Pool;
- b. Flex Firefighters will not work more than three hundred thirty-six (336) hours in a fifty-six (56) day cycle and, in each eight (8) day work cycle week, they shall be permitted to protect two (2) twenty-four (24) periods outside of their assigned platoon schedule as days off;
- c. the number of Flex Firefighter positions will be determined as per the chart below, with the Employer being given a period of up to six (6) months from date of a vacancy, to replace a vacant position. If vacancy is not filled within the six (6) months, the below chart will supersede:

Total Suppression Staff	Total Flex Firefighter Positions
0-76	0
77-80	4
81-85	6
86-89	8
90+	10% of Suppression Strength

- d. a maximum length of term of up to two (2) years as a Flex Firefighter;
- e. provisions necessary for inclusion in the Letter of Agreement(s) referenced above in Item 6 for the temporary operation of the Flex Firefighter; and

- f. any items the Committee determines to be relevant to the Flex Firefighter Shift Schedule Pilot.
9. If either Committee is unable to reach agreement on the plan for the 24-Hour Shift Pilot and Flex Firefighter Shift Schedule Pilot contemplated by Item 6 above, then the Committee may retain the services of a mutually agreed to facilitator to assist the Parties with their discussions. In the event the Committee retains the services of a facilitator, those discussions will be covered by the terms of this PPA. The Parties agree that the facilitator does not have jurisdiction to issue any recommendations or impose a settlement on the Parties.
  10. The Parties agree to draft mutually agreeable language that recognizes the use of evaluation metrics. The evaluation metrics will be considered as a key factor in either implementing the 24-Hour and Flex Firefighter Shift Schedule as a go forward beyond a pilot project or rejecting the 24-Hour and Flex Firefighter Shift Schedule.

DATED this 15 day of December, 2022 in the CITY OF NEW WESTMINSTER

BARGAINING REPRESENTATIVES ON  
BEHALF OF THE EMPLOYER:

BARGAINING REPRESENTATIVES ON  
BEHALF OF THE UNION:

\_\_\_\_\_  
"Lisa Spitale"

\_\_\_\_\_  
"Shane Poole"

\_\_\_\_\_  
"Erin Williams"

\_\_\_\_\_  
"Jason Lange"

\_\_\_\_\_  
"Eva Yip"

\_\_\_\_\_  
"Kyle Hlina"

\_\_\_\_\_  
"Wendy McDonnell"

\_\_\_\_\_  
"Tom Schneider"

\_\_\_\_\_  
"Jeff Gill"

\_\_\_\_\_

\_\_\_\_\_  
"Brad Davie"

\_\_\_\_\_

\_\_\_\_\_  
"Karen Basran"

\_\_\_\_\_