



Canada's Tournament Capital

## **COLLECTIVE AGREEMENT**

2011 - 2014

Between

**THE CITY OF KAMLOOPS**

and

**THE KAMLOOPS PROFESSIONAL  
FIREFIGHTERS' ASSOCIATION  
LOCAL 913, IAFF**

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THIS AGREEMENT made and entered into on the 24th day of March, 2014.

BETWEEN: THE CITY OF KAMLOOPS  
(Hereinafter called the "City")

PARTY OF THE FIRST PART

AND: THE KAMLOOPS FIREFIGHTERS' ASSOCIATION, LOCAL 913  
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
(Hereinafter called the "Association")

PARTY OF THE SECOND PART

#### ARTICLE 1: COVERAGE

- 1.1 WHEREAS the City is an Employer within the meaning of the *Labour Code of British Columbia Act* of British Columbia;
- 1.2 AND WHEREAS the Association is the duly certified bargaining authority for those employees of the City employed as Kamloops Fire Rescue personnel at Kamloops, British Columbia, excepting the Fire Chief and Fire Rescue Managers, Auxiliary Firefighters, and parties covered by other collective agreements with the City.
- 1.3 AND WHEREAS this Agreement constitutes the wages and working conditions for the employees in respect of whom the Association is so certified;
- 1.4 NOW THEREFORE the parties hereto agree as follows:

#### ARTICLE 2: TERM OF AGREEMENT

- 2.1 This Agreement shall be for a term of forty-eight (48) months, with effect from 1st day of January, 2011, to the 31st day of December, 2014, and shall remain in full force and effect from year to year thereafter unless either party gives the other party written notice of desire to terminate or amend the Agreement in accordance with the provisions of the Labour Code of British Columbia.
- 2.2 The parties to this Agreement hereby specifically exclude the operation of Subsection 50(2) and 50(3) of the Labour Code of British Columbia.

### ARTICLE 3: UNION SECURITY AND MANAGEMENT RIGHTS

- 3.1 All employees covered by the Union Certificate of bargaining authority shall pay a monthly fee to the Association, equal to the Association's monthly dues. It is further agreed that any employee hired by the City during the term of this Agreement shall become a member of the Association immediately following thirty (30) days of employment and shall maintain membership in good standing in the Association as a condition of employment. Deductions shall be made from the payroll biweekly and shall be electronically forwarded to the Treasurer of the Association on a biweekly basis after the payroll has been completed, accompanied by a list of all employees from whose wages the deduction shall have been made. A Special Assessment can be requested by the Treasurer of the Association and he/she will receive funds for the Special Assessment by the same process of regular dues collection as outlined in the above text.
- 3.2 Except as otherwise provided in the agreement, the management, supervision, and control of the Employer's operation and the direction of the working force remain the exclusive function of management.

### ARTICLE 4: REMUNERATION

- 4.1 Employees shall be paid in accordance with the scale of remuneration set forth in Schedule "A" to this Agreement.
- 4.2 The biweekly method of payment shall be noted in Schedule "A".
- 4.3 The Mechanics will be allowed to purchase replacement tools of the same quality through the mechanical budget that are included in a management-approved inventory. The Deputy Chief will approve all tool repair and purchases.

### ARTICLE 5: HOURS OF WORK

- 5.1 Kamloops Fire Rescue shall be operated in accordance with the *Fire Department Act*, Chapter 143 of the Revised Statutes of British Columbia, 1996, and amendments thereto, and in accordance with the City Fire Department Bylaw(s), if any.
- 5.2 The basic work week for fire suppression personnel and Communications Operators shall consist of an average of not more than forty-two (42) hours per week. Shifts shall be two (2) ten (10) hour day shifts, followed by two (2) fourteen (14) hour night shifts, followed by four (4) consecutive days off.
- 5.3 Employees employed in the Fire Prevention Branch, Mechanical Branch, Training Branch, and Special Assignments will work a compressed work week [i.e. four (4) ten (10) hour days worked consecutively between Monday and Friday]. Changes to the compressed work week will be dealt with on a case by case basis and must be agreed to by the Fire Chief and the employee.

#### 5.4 Flex Firefighters

This outlines the hours of work and working conditions for Kamloops Fire Rescue personnel classified as Flex Firefighters.

- .1 A maximum of eight (8) members will be employed as Flex Firefighters at one time.
- .2 Flex Firefighters shall work a maximum of three hundred and thirty-six (336) hours in a fifty-six (56) day cycle. For the purposes of this provision, there may be up to eight (8) separate and distinct fifty-six (56) day cycles.
- .3 Members required to work the schedule set out under (.2) above shall be assigned to a fifty-six (56) day cycle and may be required to work up to a maximum of three hundred thirty-six (336) within that cycle at straight time rates, subject to the following:
  - a) Wages and benefits will remain constant with current practices [i.e. eighty-four (84) hours pay at straight time per biweekly pay period]; and
  - b) The City will assign Flex Firefighters to a platoon for the purpose of providing relief; and
  - c) The Flex Firefighters shall select vacation under the direction of Deputy Fire Chief, or his/her designate, as follows:
    - i) Flex Firefighters shall pick their holidays in the Flex Firefighter group by seniority.
    - ii) when a complete tour is taken, the four (4) shifts preceding and the four (4) shifts after are also included as holiday time.
- .4 Flex Firefighters will not be required to work more than twenty-four (24) hours straight without a break of twenty-four (24) consecutive hours.
- .5 All attempts will be made to configure the work schedule to two (2) ten (10) hour day shifts followed by two (2) fourteen (14) hour night shifts.
- .6 The scheduling of hours for Flex Firefighters shall be at the discretion of the Fire Chief or delegate.
- .7 In the event of a platoon vacancy, Flex Firefighters shall fill the position on the basis of seniority.

#### 5.5 Flex Communication Operators

This outlines the hours of work and working conditions for Fire Rescue personnel classified as Communications Operators.

- .1 A maximum of two (2) members will be employed as Flex Communications Operators at one time.
- .2 Communications Operators shall work a maximum of three hundred and thirty-six (336) hours in a fifty-six (56) day cycle. For the purposes of this provision, there may be up to two (2) separate and distinct fifty-six (56) day cycles [i.e. one for each Flex Communications Operator].

- .3 Members required to work the schedule set out under (.2) above shall be assigned to a fifty-six (56) day cycle and may be required to work up to a maximum of three hundred thirty-six hours (336) within that cycle at straight time rates, subject to the following:
- a) Wages and benefits will remain constant with current practices [i.e. eighty-four (84) hours pay at straight time per biweekly pay period]; and
  - b) The City will assign Flex Communications Operators to a platoon for the purpose of providing relief; and
  - c) The Flex Communication Operators shall select vacation under the direction of the Support Services Supervisor as follows:
    - i) Flex Communications Operators shall pick their holidays in their own group by seniority.
    - ii) When a complete tour is taken, the four (4) shifts preceding and the four (4) shifts after are also included as holiday time.
    - iii) Only one (1) Flex Communications Operator will be allowed off at one time.
- .4 Flex Communications Operators shall not be scheduled to work more than fourteen (14) hours each twenty-four (24) hour day.
- .5 All attempts will be made to configure the work schedule to two (2) ten (10) hour day shifts followed by two (2) fourteen (14) hour night shifts.
- .6 The scheduling of hours of work for Flex Communications Operators shall be at the discretion of Fire Rescue Administration.
- .7 The four (4) junior Communications Operators will rotate annually through the Flex Communications Operator position.
- .8 The Communications Operators cannot transfer to other divisions within Kamloops Fire Rescue.

#### ARTICLE 6: OVERTIME AND CALL OUT

- 6.1 An employee reporting for work on the call of the City at any time other than his/her regular working hours shall be paid at the rate of two (2) times his/her regular rate of pay with a minimum of two (2) hours at this rate.
- 6.2 All time worked beyond the employee's regular work day or regular shift at the request of the City, shall be deemed to be overtime and shall be paid at time and one-half (1.5) for the first two (2) hours and double (2) time thereafter.
- 6.3 The City will manage the system of call back shifts for all short-term sickness and injury. The call back shifts will commence once it is determined Flex Firefighters cannot fill the shifts as outlined in Article 5.4. The rate of pay for these shifts will be the equivalent to the employee's regular rate of pay to a maximum of a 4th Year Firefighter rate of pay. Upon notification from the City, the Association will direct the call back system.

- 6.4 The City will manage a system of call back shifts for all Long-term Disability and WorkSafeBC sickness and injury. The call back shifts will commence once a member commences Long-term Disability or WorkSafeBC sickness and injury. The rate of pay for these shifts will be the equivalent to the employee's regular rate of pay to a maximum of a 4th Year Firefighter rate of pay. The Association will direct the call back system.

#### ARTICLE 7: COURT APPEARANCE

- 7.1 When an employee is summoned to jury duty, subpoenaed as a witness for the City, or represents the City in his/her official capacity, leave of absence with pay shall be granted. Pay for the court leave shall be at the employee's regular rate of pay. Court fees paid to the employee for the above shall be forwarded to the City.
- 7.2 Should an employee be subpoenaed as a witness for the City or represent the City in court on his/her day off, he/she shall be paid at time and one-half (1.5) rate of pay with a minimum of two (2) hours at this rate. Court fees paid to the employees for the above shall be forwarded to the City.

#### ARTICLE 8: CHANGES IN WORKING CONDITIONS

- 8.1 It is agreed that any general conditions presently in force, but that are not specifically mentioned in the Agreement, shall continue to be in full force and effect for the duration of this contract.
- 8.2 Any significant changes in working conditions shall be referred to the Labour Management Committee before any such changes are put into effect.

#### ARTICLE 9: VACANCIES - POSTING OF POSITIONS

- 9.1 When a vacancy occurs in any class of employment or a new position is created that comes within the scope of this Agreement, notice of such vacancy or new position shall be posted at the Fire Station for ten (10) calendar days prior to the closing of the posting.
- 9.2 In addition to posting the vacancy, the City will notify all eligible employees of the job vacancy.

#### ARTICLE 10: DISMISSALS, LAYOFFS, SUSPENSIONS, AND DEMOTIONS

- 10.1 When a regular employee of Kamloops Fire Rescue is laid off or terminated for other than "just cause", he/she shall be given thirty (30) days notice or, in lieu thereof, one month's pay. In the event of a reduction of staff in Kamloops Fire Rescue, seniority shall govern.
- 10.2 Any employee of Kamloops Fire Rescue may be suspended or dismissed immediately for just cause, without pay from the date of such suspension or dismissal.
- 10.3 In the event of dismissal, suspension, termination, or demotion of an employee, the Employer will confirm in writing to the employee the particulars for such action.
- 10.4 Any employee who has been wrongly dismissed, suspended, or demoted by the City, and who is later reinstated other than through the provisions of the Grievance and Arbitration Procedure, shall be compensated in full for all time lost, less any earnings he/she may have accrued through other employment during the period of his/her dismissal, suspension, or demotion.

## 10.5 Union Representation

An Employee shall have the right to have a member of the Union Executive present at any discussion with Management regarding a potential disciplinary action and Management shall make every effort to notify the Employee in advance of the purpose of the meeting in order that the Employee can contact the Union Executive to request representation. The Employer shall allow a reasonable time for a Union Executive member to make arrangements and attend the meeting. Where circumstances require the immediate imposition of discipline and/or removal from active duty, Management shall advise the Union Executive immediately thereafter.

## ARTICLE 11: PROBATION, SENIORITY, AND PROMOTION

- 11.1 It is agreed that new employees shall be on probation until they have completed nine (9) months satisfactory service.
- 11.2 Upon completion of such service, an employee's seniority shall be calculated from the date the employee commenced employment with Kamloops Fire Rescue.
- 11.3 Employees appointed, promoted, or transferred shall serve a six (6) month period of probation from the date of appointment, promotion, or transfer. If during or immediately following the six (6) month probationary period, the City can prove that the employee is incapable of fulfilling the duties of the new position, the employee shall relinquish the new position, but shall have the privilege of reverting to his/her former classification without loss of seniority.
- 11.4 Employees appointed or promoted to a position not subject to this Agreement shall retain seniority for a period not to exceed six (6) months. Should an employee return to the bargaining unit within the six (6) month period, he/she shall return to his/her previous classification.
- 11.5 It is agreed that promotions within Kamloops Fire Rescue shall be in accordance with Schedule "B" (Promotions) to this Agreement.
- 11.6 Pay for Acting Senior Capacity

Each employee who is assigned by the Fire Chief or his/her authorized representative to accept the responsibility of and carry out the duties of a position or rank senior to that which he/she normally holds, shall be paid at the rate for the senior position or rank while so acting.
- 11.7 Seniority lists will be posted annually.
- 11.8 All courses and training will be awarded on seniority as follows:
  - a) Promotional Course - Kamloops Fire Rescue seniority;
  - b) Specialized Teams - Team seniority; and
  - c) Job Specific Course - Kamloops Fire Rescue seniority within the Division.



## ARTICLE 12: WORK COVERAGE

- 12.1 It is agreed that nothing in this Article shall prevent the City from requiring an employee to perform, as a condition of the employee's job as a Firefighter, any work or duty in connection with Provincial Emergency Program, including training, national survival exercises, and action in the event of war or a natural or manmade disaster.
- 12.2 The Employer shall not, as a condition of the employee's job as a Firefighter, require him/her or any employee covered by this Agreement to be required to perform any work or duty not connected with:
- a) The prevention and suppression of fire;
  - b) Normal rescue and safety services; and
  - c) The routine housekeeping, painting, minor fire and rescue station renovations, maintenance of furnishings, equipment, and real property related thereto.

## ARTICLE 13: GENERAL

- 13.1 Employees in the course of his/her employment may be required to undergo a thorough medical examination as required by the City and the Medical Officer, who shall be appointed by the City and shall submit a report to the City indicating the status of the employee's health and whether or not he/she is able to carry out the normal duties to which he/she is assigned. The costs of such medical examination will be borne by the City.
- 13.2 The City shall provide, at the discretion of the Fire Chief or designated officer, nourishment for the staff at any major conflagration.
- 13.3 Any employee coming within the scope of this Agreement, will be granted the services of the City Solicitor without charge for the purpose of representing him/her, who, as a result of any matter arising out of or in the course of his/her normal work duties and/or assignments, is personally involved in a legal or court action. Should the employee be proven guilty of gross negligence in a Court of Law, then the employee shall reimburse the Employer for all legal costs in representing him/her.
- 13.4 The City will not discriminate against any member of the Association by reason of Association activities.
- 13.5 Employees shall have access to their personnel files. Any employee may respond in writing to any report in their personnel file, and such response shall become part of the file.
- 13.6 Disciplinary letters will be removed from an employee's file after three (3) years, providing the employee has made such a request and that no relevant or similar issues have been referenced during the three (3) year period.
- 13.7 This will confirm that the City has liability insurance covering firefighters in the performance of their normal duties.
- 13.8 The on duty minimum staffing level for suppression crews is sixteen (16). The parties agree to develop a process to review and make recommendations regarding staffing models taking into consideration the service to the City, the impact to the tax base, and recognized North American standards. Any changes to minimum staffing levels shall result in no additional costs to the Employer.

## ARTICLE 14: LEAVE OF ABSENCE

### 14.1 a) Labour Management Relations Committee

A Labour Management Committee shall be appointed, consisting of Association members as appointees, and representatives of the Employer as appointees.

### b) Function of the Labour Management Relations Committee

All matters of mutual concern pertaining to performance of work, operational problems, and general working conditions arising during the term of this Agreement, shall be referred to the Labour Management Relations Committee for discussion and, if possible, settlement by the Committee. Grievances, as defined in Article 22 of this Agreement, shall be dealt with under the provisions of said Article and shall not be referred to the Labour Management Relations Committee.

### c) Labour Management Meetings

Members of the executive who leave work to attend labour management meetings with representatives of the City shall suffer no loss of pay for such time as required for a meeting during normal working hours, provided they have first sought and obtained permission to be absent from their regular duties for that purpose, which permission shall not be unreasonably withheld.

### 14.2 Leave for Union and Other Purposes

An employee who is appointed or elected to a full-time position with the International Association of Firefighters or British Columbia Professional Firefighters' Association, or if accepted to an institute of learning under labour sponsorship, shall, if he/she so requests in writing, be granted leave of absence without pay and without loss of seniority for a period not exceeding one (1) year. Such leave may be granted or renewed by mutual agreement between the City and the Association, subject to Departmental operational requirements.

### 14.3 a) Bereavement Leave

An employee shall be granted up to four (4) consecutive work days leave without loss of pay in the event of a death in his/her immediate family. Immediate family shall mean: wife, husband, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, common-law spouse, step parent, and step child.

### b) Compassionate Leave

Compassionate Leave may be granted, with pay, at the sole discretion of the Fire Chief or his/her designate.

c) Maternity and Parental Unpaid Leave

- i) a firefighter that discovers that she is pregnant must inform this fact to Fire Administration immediately in writing and she will be immediately relieved of her suppression duties.
- ii) the pregnant firefighter will be accommodated with alternate duties with the Fire Rescue Division, which may consist of work in one of or combination of the following areas:
  - Fire Prevention and Public Education;
  - Training Administration; and/or
  - Fire Dispatch - assignment will be for administrative duties and break relief and will not affect call back and overtime Dispatcher's hours.

During the period of the alternate duties the firefighter will not suffer any loss of pay or benefits.

- iii) maternity or parental leave shall be granted in compliance with current Provincial legislation.
- iv) all requests for maternity and parental leave shall be in written form and be given to the City at least four (4) weeks before the day the employee proposes to begin leave.
- v) during the period of maternity and parental leave, the City shall continue to pay the premiums of the Medical Services, Extended Health, Dental, Group Life, and Accidental Death and Dismemberment.
- vi) during the maternity or parental leave, the employee shall retain his/her seniority status in accordance with the Collective Agreement.

14.4 Leave for Contract Negotiations

The following principles will be followed when members of the bargaining committee of the Association leave work for the purpose of direct collective bargaining with the Employer:

- a) When the division strength is reduced below the established minimum manning, the Association will supply the required manpower to bring the manning up to the required standard without cost to the Employer.
- b) When the division strength is in excess of the established minimum manning, members of the Association's bargaining committee will be allowed time off without loss of pay or necessary relief.

14.5 Military Leave

If a situation arises where multiple qualified military leaves are being considered, leaves will be granted based on seniority and/or operational needs.

#### 14.6 Humanitarian Leave

It is agreed that when an employee is a member of a government funded Urban Search and Rescue team, the Canadian Red Cross disaster relief team, or Canadian Government Disaster Assistance Response team (DART) and his/her team is deployed into action for a natural disaster to provide humanitarian assistance, the employee may be granted a leave of absence without pay, at the Fire Chief's discretion. The employee will not lose seniority for purpose of this leave. If a situation arises where multiple qualified leaves are being considered, leaves will be granted based on seniority and/or operational needs.

#### 14.7 Entitlements During Unpaid Leave of Absence

Entitlements during unpaid leave of absences shall be in accordance with City of Kamloops Corporate Policy HR 6-2.

### ARTICLE 15: SHORT-TERM AND LONG-TERM DISABILITY PLANS

#### 15.1 Medical Certificate

The employee shall, if required by the City, produce a medical certificate signed by a Medical Practitioner for sickness or accident causing absence from work. Such certificate provided by the Medical Practitioner will indicate that the employee is "fit" to perform his/her regular job duties.

- 15.2 An employee may return to light duty work, if such work is available, providing a Medical Practitioner certifies an employee is able to return to such work.

#### 15.3 Short-term Sickness and Injury

Short-term sickness and injury coverage up to two hundred and eight (208) days shall be provided by the City. Employees shall draw normal wages from the first day of sickness or injury until the end of the two hundred and eight (208) day period. All deductions or other adjustments by legislation shall continue as normal.

#### 15.4 Sick Leave

A sickness or injury absence will be considered a recurrence if it arises from the same or related sickness or injury before the employee has completed the resumption of four (4) weeks of continuous full-time employment.

- 15.5 When an employee initiates a claim against an insuring third party (e.g. ICBC), the employee agrees to include an amount as payment for wage loss benefits (including fringe benefit costs) refundable to the period during which the employee received Short-term Sickness and Injury benefits. The employee shall give permission to the insuring party to pay the wage loss amount directly to the City; or, upon direct receipt of such payment, the employee shall pay the City the amount of wage loss so received. Failure to comply with this clause may result in the employee being obligated to pay back to the City the full amount of the Short-term Sickness and Injury benefits (including fringe benefit cost) paid to the employee while absent as a result of the sickness or injury precipitating the third party claim.

15.6 Eligibility

Employees become eligible for the Short-term Sickness and Injury Plan once they have completed three (3) months of full-time employment.

- 15.7 The Association agrees to support the City in its endeavours to ensure that employees utilize the Short-term Plan in a responsible manner, and the Association furthermore supports the City's steps to effectively manage misuse.

15.8 Long-term Disability Plan

A Long-term Disability Plan will be available to regular employees.

15.9 Benefit

In the event an employee becomes totally disabled as a result of sickness or accident, then, after an employee has been totally disabled for two hundred and eight (208) days and has exhausted all Short-term entitlements, the employee will fall under the Long-term Disability Plan (LTD). Under the LTD Plan, the employee shall be eligible to receive a monthly benefit equal to the sum of sixty per cent (60%) of his/her basic monthly earnings.

For the purpose of the foregoing, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

The LTD benefit payment will be made so long as the employee remains totally disabled and will cease on the date the employee reaches maximum retirement age, recovers, or dies, whichever occurs first.

15.10 General Principles

Participation in both the Short-term and LTD Plans is a condition of employment.

- 15.11 The premium cost for the LTD Plan shall be paid by the employee.
- 15.12 Coverage for the foregoing will be from the first day of the month following five (5) months of employment.
- 15.13 In the event of a layoff, coverage for the Short-term and LTD Plans shall cease unless the employee was disabled prior to any layoff.
- 15.14 Upon medical clearance to return to work from LTD, the employee will return to his/her classification held prior to his/her leave.
- 15.15 When an employee works a complete calendar year from January 1 to December 31 without using any sick leave hours, that employee will be granted a Gratuity Day (paid day off) to be used in the following calendar year. The employee will identify the day being taken off during the annual platoon vacation selection meeting.

## ARTICLE 16: WORKERS' COMPENSATION

- 16.1 Every employee covered by this Agreement who is absent from his/her duties due to injuries received while on duty shall receive from the City his/her normal net take home pay at the rate of pay he/she was receiving at the time the injury occurred as opposed to gross regular pay during such absence from duty, provided that payment of said salary shall continue only as long as the employee continues to receive WorkSafeBC payment in respect to such injury; and provided further, that all compensation to which he/she is entitled is paid direct from WorkSafeBC to the City. The employee's usual deductions shall be deducted from the employee's rate of pay. The provisions of this Section do not apply where an employee is permanently incapacitated and is in receipt of WorkSafeBC Pension.
- 16.2 Employees may elect, under WorkSafeBC Regulations, to pursue a claim against a third (3rd) party themselves. In this event, employees will advise the City at the time of such election and upon settlement of the claim, reimburse the City for the amount the City would have been reimbursed had a WorkSafeBC claim been filed for the period of the absence due to the injury.

## ARTICLE 17: HEALTH AND WELLNESS COVERAGE

### 17.1 Group Life Insurance

Group Life Insurance shall commence on the first day of employment.

Group Life Insurance for each qualified employee is equivalent to twice the base rate extended to an annual amount at no cost to the employee.

### 17.2 Accidental Death and Dismemberment

Accidental Death and Dismemberment shall commence on the first day of employment.

Accidental Death and Dismemberment for each qualified employee is equivalent to double indemnity at no cost to the employee.

### 17.3 Medical Services Plan

Each qualified employee shall be enrolled in the Medical Services Plan. If the employee elects to be registered in the City Plan, premiums will be paid as follows:

The employer shall pay 100% of the premiums.

### 17.4 Extended Health Benefit

Extended Health Benefits eligibility shall be the first of the month following six (6) months of employment.

Each qualified employee shall be eligible for the Extended Health Benefit Plan at no cost to the employee. Each qualified employee will be issued a Health Benefits Swipe Card.

#### Vision Care

- a) Adults - to a maximum of \$300 per two (2) year period; and
- b) Children - to a maximum of \$300 per one (1) year period.

### 17.5 Dental Plan

Dental Coverage eligibility shall be the first of the month following six (6) months of employment.

A Dental Plan will be provided based on the following general principles:

- a) Basic Dental Services (Plan "A") - Plan pays one hundred per cent (100%) of approved schedule of fees.
- b) Prosthetics, Crowns, and Bridges (Plan "B") - Plan pays seventy-five per cent (75%) of approved schedule of fees.
- c) Orthodontic coverage (Plan "C") shall pay fifty per cent (50%) of approved schedule of fees with a lifetime limit of \$3,500.
- d) Premium costs for the Dental Plan shall be paid by the Employer.

### 17.6 Hearing Aids

Increased Hearing Aid coverage to a maximum of five hundred (\$500) dollars per five (5) year period and include coverage for adults.

### 17.7 General Principles

- a) Participation in the aforementioned plans, with the exception of medical coverage, shall be a condition of employment.
- b) Coverage during layoff will be provided as follows:
  - i) the Employer shall continue its share of the monthly premium for a maximum of six (6) months beyond the day of layoff, providing the employee contributes his/her own share during the six (6) month period. The six (6) months premium shall be deducted in advance from the last cheque of the employee on layoff.

### 17.8 Wellness and Fitness Program

- a) The parties agree to implement a Wellness and Fitness program comprising of:
  - i) medical examinations based on years of service:
    - 1 to 10 years of service once every five (5) years;
    - 11 to 15 years of service once every three (3) years;
    - 16 plus years of service once every year; and
    - After forty (40) years of age a medical examination every year.
  - ii) PSA (prostate-specific antigen) and colorectal cancer screening - These tests will be conducted as part of the medical examination. With the following frequency:
    - 45 years of age and under - as part of a medical examination not exceeding once every three years; and
    - 46 years of age and over - as part of every medical examination.
  - iii) Cholesterol screening as part of every medical examination for those under 45 years of age and every year for those over 45 years of age.

- b) All costs will be paid by the City.
- 17.9 Hepatitis "A" and "B" shots will be made available on a voluntary basis to all members of the Department, at no cost to the employee.

#### ARTICLE 18: SUPERANNUATION AND RETIREMENT

- 18.1 All employees shall be covered by the provisions of the *Public Sector Pension Plans Act* and enrolled as Group 5 employees. Such coverage shall be subject to the Municipal Pension Plan rules, as amended from time to time, under the Municipal Pension Plan Joint Trust Agreement and pursuant to the authority of the *Public Sector Pensions Plan Act*.
- 18.2 Each employee of Kamloops Fire Rescue shall, upon reaching the maximum retirement age of sixty (60) years, be superannuated from Kamloops Fire Rescue, effective the end of the calendar month in which he/she reaches his/her sixtieth (60th) birthday.
- 18.3 Upon being superannuated, employees will have the option of taking his/her accumulated vacation and statutory holiday time prior to his/her retirement date or receive a cash payout of equivalent value.
- 18.4 The City will provide, upon early retirement, early retirement incentive lump sum payments as follows:
- Age 50 and prior to age 55 - eight (8) months salary;
  - Age 55 and prior to age 56 - six and one-half (6.5) months salary;
  - Age 56 and prior to age 57 - five (5) months salary;
  - Age 57 and prior to age 58 - four (4) months salary; and
  - Age 58 and prior to age 59 - three (3) months salary.
- The end of the month following a member's birthday will be used in all instances to determine eligibility related to this Article. This Article only pertains to those permanent employees employed prior to February 22, 1996, and does not pertain to employees hired after that date. The members who remain eligible for Article 18.4 are listed in Letter of Understanding No. 2. The parties agree to have an amount equal to the employer's portion of the incremental cost increase for Group 5 pension contributions, over that currently contributed by the employer, deducted from early retirement incentive funds owing to those employees as provided for in Letter of Understanding No. 2.
- 18.5 All employees shall receive a Supplemental Pension Allowance (SPA) of 0.56% of pensionable earnings to be paid to employees on their biweekly pay cheques. The SPA shall not be adjusted unless the parties mutually agree in writing.
- 18.6 The employee may purchase a maximum of six (6) months pensionable service upon reaching minimum retirement age. The time purchased must be probationary service that had not already been considered as pensionable service. Both the employee and employer shall pay fifty per cent (50%) of the cost of the purchase of the arrears.



## ARTICLE 19: ANNUAL VACATION

- 19.1 The term "vacation year" as used in this Agreement shall mean the twelve (12) month period running from January 1 to December 31 of the previous calendar year.

An employee shall not be entitled to earn Annual Vacation when he/she is off work on LTD or unpaid leave. In the event that an employee is placed on LTD, he/she shall not earn annual vacation entitlement for the two hundred and eight (208) day period of Short-term Sickness and Injury preceding said LTD.

- 19.2 a) Employees leaving the service in less than twelve (12) months from the date of employment shall be granted vacation pay in accordance with the *Annual and General Holidays Act*.

b) Holiday Entitlement

1 to 7 completed years of service	12 working shifts
8 to 15 completed years of service	16 working shifts
16 to 20 completed years of service	20 working shifts
21st completed year of service	21 working shifts
22nd completed year of service	22 working shifts
23rd completed year of service	23 working shifts
24th completed year of service	24 working shifts

Identified increases in holiday entitlement will be included in the calendar year following the eligible years of service anniversary date.

Members hired between January 1 to 15 are considered to have worked the entire year when calculating holiday entitlement.

- c) Employees shall receive a one-time allotment of four (4) additional days on their 29th anniversary of service and every five (5) year increment thereafter to be used partially or wholly in the following manner:
- i) scheduled as annual vacation, or
  - ii) saved for pre-retirement, or
  - iii) cash payout at current wages, or
  - iv) transferred into an RRSP or Superannuation buyback.
- 19.3 All vacation periods are to be approved by the Fire Chief or his/her designate, and such vacations must be taken in the year following the "vacation year".
- 19.4 Cancellation of Vacation
- a) If an employee is on Short-term Sickness and Injury, LTD, Bereavement, or Compassionate Leave before vacation commences, said vacation may be postponed to a later date.
  - b) If vacation is postponed for reasons cited in 19.4(a), said vacation shall be rescheduled at the Employer's discretion.

- 19.5 All vacation shall start on the first day of a day shift (except as otherwise mutually agreed).
- 19.6 An employee who has not completed one (1) year of service at the end of the calendar year shall be entitled to a paid vacation of one (1) working day for each calendar month in the vacation year during which he/she has worked in excess of one-half the scheduled shifts to a maximum of twelve (12) working shifts. Payment for such vacation shall be at the employee's regular rate of pay.

19.7 Holiday Deferral Program

Employees that are forty-five (45) years of age as of December 31 may defer each year, one (1) week of annual holidays in the next calendar year up to the time of their retirement. All holiday deferrals must be submitted by March 1 of the year in which the deferral is requested. Any and all deferred annual vacation may only be taken in connection with retirement in one of the following ways:

- i) a cash payment, or
- ii) time off, or
- iii) a combination of i) and ii).

ARTICLE 20: STATUTORY HOLIDAYS

- 20.1 a) All employees covered by this Agreement and engaged in the type of work required to be performed continuously, throughout the year, shall receive twelve (12) working days holiday in lieu of Statutory Holidays as set out below:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day proclaimed or declared by the Dominion or Provincial Government or the Municipal Council as a holiday.

The City agrees to revert to the clear language of the Collective Agreement and calculate statutory holiday entitlement on a calendar year basis for staff hired after January 1, 2006.

Prior to January 1, 2006, the City used a payroll year to calculate statutory holiday entitlement for Firefighters. The payroll year will be used to calculate statutory holiday credits in the final year of service for staff hired before January 1, 2006.

- b) No employee shall receive holiday pay for a Statutory or Public Holiday unless he/she has been continuously employed for a period of thirty (30) calendar days immediately preceding the holiday. In addition, an employee shall not be entitled to a working shift holiday or portions thereof in lieu of a Statutory Holiday for hours not worked due to time off while on LTD or unpaid leave. In the event that an employee is placed on LTD, he/she shall not earn Statutory Holiday entitlement for the period that he/she is on Short-term Sickness and Injury preceding said LTD. The calculation of time to be deducted from entitlement shall be as follows:

Hours not worked x 132 = Hours to be deducted  
2,184

c) Calculation of Statutory Holiday

If an employee is on Short-term Sickness and Injury, LTD, Bereavement Leave, or Compassionate Leave before Statutory Holiday(s) commence, said Statutory Holiday(s) may be rescheduled to a later date.

d) Statutory Holidays may be taken as one or more shifts consecutively with prior approval of the Fire Chief or his/her designate.

20.2 Entitlement - Others

Those employees working other than a continuous shift are entitled to a holiday with pay on each of the following Statutory Holidays, providing such holiday falls on, or is observed, Monday to Friday inclusive:

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day

British Columbia Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

and any other day proclaimed or declared by the Dominion or Provincial Government or the Municipal Council as a holiday. When one of these Statutory Holidays falls on an employee's normal day off, an employee shall receive a day off with pay in lieu of such holiday.

Fire Prevention, Mechanics, and Training staff who work a compressed work week may elect to accumulate Statutory Holidays that occur on their designated day of rest.

Day staff, including mechanics, will be permitted to rotate their work week, enabling them to bank Statutory Holidays.

All Statutory Holidays as referred to herein are to be taken off in the year in which they occur.

20.3 Employees required to work on a Statutory Holiday as provided for in Article 20.1 shall receive straight time pay.

20.4 The City and the Kamloops Firefighters Association, Local 913, IAFF, agree that the provisions of the Collective Agreement relating to Statutory Holidays, when considering together, meet or exceed the requirements of the *Employment Standards Act* of British Columbia, RSBC 1996, c. 113, and all amendment thereto.

## ARTICLE 21: CLOTHING

- 21.1 The City shall provide each employee covered by this Agreement with a uniform and shall issue same prior to June 30 of each year as follows:

### Initial Issue - 1st Year

- 1 Jacket
- 2 Short-sleeved navy work shirts with Kamloops Fire Rescue flashes sewn on shoulder
- 2 pair Work pants
- 1 pair Coveralls
- 2 Long sleeve navy shirts
- 2 T-shirts
- 1 pair Boots (WorkSafeBC and/or Kamloops Fire Rescue approved)
- 1 Belt
- 4 pair Socks
- 1 Cap and badge
- 1 Tunic
- 1 pair Dress pants
- 1 White dress shirt
- 1 Tie

### Initial Issue - 2nd Year

- 1 pair Coveralls; additional coveralls on a replacement basis
- 2 Long sleeve shirts
- 2 T-shirts
- 1 pair Boots (WorkSafeBC and/or Kamloops Fire Rescue approved)
- 4 pair Socks

### Annual

- 4 Short-sleeved navy shirts - day staff
- 2 Short-sleeved navy shirts - suppression staff
- 2 Long sleeve navy shirts
- T-shirts on a replacement basis
- 4 pair Socks

- 21.2 All clothing items except for the annual issue will be on a replacement basis only as authorized by Administration.
- 21.3 The parties agree to develop and implement a point-based system to replace the clothing program described in 21.1 and 21.2. The point system will take effect prior to the 2014 clothing issuance.

## ARTICLE 22: GRIEVANCE AND ARBITRATION PROCEDURE

### 22.1 Grievance Procedure

Should any difference arise between either party to this Agreement concerning its interpretation, application, operation, or alleged violation thereof, there shall be no stoppage of work or change of operation or personnel on account of such difference, and such difference shall be finally and conclusively settled under and by the following procedure:

- 22.2 The Association shall appoint a Grievance Committee and notify the City of the appointment and personnel of the same; said Committee shall consist of not more than four (4) persons.

22.3 Permission to Leave Work

Association officials and members of the Grievance Committee shall be permitted time off to handle grievances without loss of pay, provided they have first sought and obtained permission to be absent from their regular duties for that purpose, which permission shall not be unreasonably withheld.

22.4 a) Pre-grievance Discussion

It is the mutual desire of the City and the Association that disputes be resolved as quickly as possible, and further, that the Association President shall meet with the Fire Chief prior to a First Stage grievance commencing in an attempt to resolve the conflict.

b) First Stage

The grievance will be brought forward to the Fire Chief within fourteen (14) calendar days of the Association becoming aware of the circumstances.

c) Second Stage

If the alleged grievance is not settled by the Fire Chief within seven (7) days, the matter shall be referred to the Corporate Administrator, who shall arrange for meetings with the Association within seven (7) days from receipt of such request.

d) Third Stage

If the alleged grievance is not settled by the Corporate Administrator within seven (7) calendar days, the matter shall be referred to the Chief Administrative Officer, who shall arrange for meetings with the Association within seven (7) days from receipt of such request.

- e) The Association will within fourteen (14) calendar days of receipt of the City's response to a grievance stage respond in writing to the Fire Chief of its intention to proceed or not to the next stage. Time limits can be extended by mutual agreement.

f) Final Settlement

If no settlement is reached with the City within seven (7) days, then the grievance shall be finally and conclusively settled without stoppage of work by submission to a Board of Arbitration.

- g) The cost of witnesses called by either party will be borne by the party calling the witness.

## 22.5 Arbitration Procedure

- a) A Board of Arbitration shall consist of three (3) persons; one (1) to be chosen by each party, the third (3rd) who shall be the Chairman to be selected by the two (2) so appointed. The representatives of the parties concerned must meet within seven (7) days of appointment and are allowed a further five (5) days to agree upon a Chairman. Should the members appointed by the parties fail to agree on a Chairman, the said Chairman shall be appointed by the Minister of Labour. The majority decision of the Board shall be final and binding on both parties, and each party shall bear the expenses of its Arbitrator and pay one-half (0.5) of the expenses of the Chairman.
- b) Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties.
- c) Matters Not Covered  
  
Any dispute (as defined in the Labour Code of British Columbia Act) with respect to matters not covered by the terms of this Agreement shall be the subject of collective bargaining between the Association and the City.
- d) Single Arbitrator  
  
Notwithstanding the foregoing, the parties may mutually agree to the use of a single arbitrator, who will be governed by the provisions of this Article. Failing to agree on a single Arbitrator, the provisions of the three (3) person Board will apply.

## ARTICLE 23: TECHNOLOGICAL CHANGE

- 23.1 During the term of this Agreement, any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Collective Agreement.
- 23.2 Where the City introduces, or intends to introduce, a technological change that:
  - a) Affects the terms and conditions of security of employment of a significant number of employees to whom this Collective Agreement applies; and
  - b) Alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 22 of this Collective Agreement, bypassing all other steps in the grievance procedure.
- 23.3 The Arbitration Board shall decide whether or not the City has introduced or intends to introduce a technological change, and upon deciding that the City has or intends to introduce a technological change, the Arbitration Board:
  - a) Shall inform the Minister of Labour of its findings; and
  - b) May then or later make any one of more of the following orders:
    - i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;

- ii) that the City will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
- iii) that the City reinstate any employee displaced by reason of the Technological Change;
- iv) that the City pay to that employee such compensation in respect of his/her displacement as the Arbitration Board considers reasonable; and
- v) that the matter be referred to the Labour Relations Board (under Section 77 of the Labour Code of British Columbia).

23.4 The City will give to the Association in writing at least ninety (90) days notice of any intended technological change that:

- a) Affects the terms and conditions of security of employment of a significant number of employees to whom this Collective Agreement applies; and
- b) Alters significantly the basis upon which the Collective Agreement was negotiated.

## ARTICLE 24: LIEU TIME

### 24.1 DEFINITIONS:

- a) Lieu Time

Time credit earned for attending training, meetings, exercises, lectures, or other activities outside normal scheduled working hours and approved and/or paid for by Kamloops Fire Rescue Administration. This does not include response to an emergency incident or staffing of a fire station to provide cover during an incident.

- b) Old Lieu Time

Lieu time accumulated prior to and including December 31, 2006. Accumulated hours will appear on pay stubs as "old lieu time".

- c) Current Lieu Time

Lieu time earned between January 1 and December 31 of any year after January 1, 2007. Accumulated hours will appear on pay stubs as "current lieu time".

### 24.2 EARNING LIEU TIME

- a) Lieu time is accrued for training and courses taken as covered by Article 24.1 on an hour for hour basis.
- b) Full days on courses attended on member's scheduled day shifts will be considered equal to the scheduled day shift.
- c) Kamloops Fire Rescue members will be responsible for travel time to an out-of-town lieu time eligible course or training. Reasonable return travel time shall be the responsibility of the City.

- d) When lieu-time eligible activities for an employee occur on a day of a scheduled night shift and exceed five (5) hours, including travel time, the member may request the night shift off, but will accrue no lieu time. The request for the time off must be submitted with reasonable notice to the on duty Platoon Captain for his/her consideration.
- e) When lieu-time eligible activities for an employee occur on a day of a scheduled night shift and are less than five (5) hours, including travel time, the member will bank accumulated hours and work the scheduled night shift.
- f) Mechanical staff may accumulate overtime hours to be taken as straight time off in lieu.

#### 24.3 TAKING LIEU TIME

- a) Kamloops Fire Rescue Administration agrees to allow one Suppression member per shift off on lieu time. Request for additional staff off on lieu may be approved by the Fire Chief or his/her designate. All other avenues will be exhausted before paying for relief. The Union agrees to manage the system of call backs.
- b) Kamloops Fire Rescue employees will be able to carry a bank of 48 hours from one year to the next. Any current lieu time totaling more than 48 hours must be scheduled and taken before April 1 of the year. Any time in excess of 48 hours from the previous calendar year will be removed from the records on April 1 of each year.

If an employee is unable to use his/her excess lieu time due to extenuating circumstances beyond his/her control, requests to retain the excess to use prior to April 1 of the following calendar year may be submitted to the Fire Chief for approval.

- c) Requests for lieu time off must be recorded on the appropriate form.

#### d) Minimum Manning Requirements

##### i) Suppression Division

All suppression staff must take lieu time in full shifts.

##### ii) Fire Prevention Office

The Fire Prevention Office will maintain two members on duty, unless prior approval is obtained from Kamloops Fire Rescue Administration.

##### iii) Other Sections

Will maintain one member on duty, unless prior approval is obtained from Kamloops Fire Rescue Administration.

#### e) Transfer of Lieu Time

When old lieu time is transferred to another member, it will be considered current lieu time for that member.

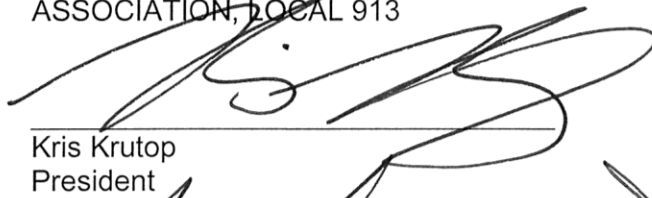


#### 24.4 LIEU TIME PAYOUT

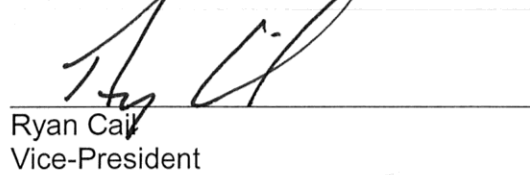
Lieu time will only be paid out upon death of an active member.

IN WITNESS WHEREOF the parties hereto by their authorized representatives have affixed their signatures hereto on this 12th day of May, 2014.

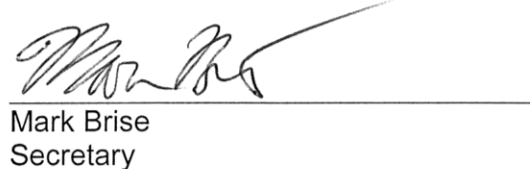
ON BEHALF OF:  
THE KAMLOOPS FIREFIGHTERS'  
ASSOCIATION, LOCAL 913



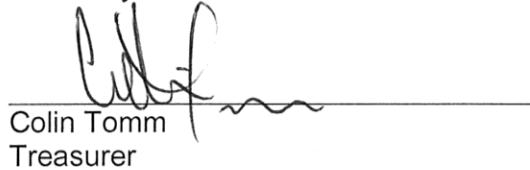
Kris Krutop  
President



Ryan Cal  
Vice-President



Mark Brise  
Secretary

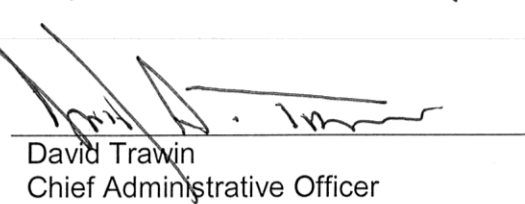


Colin Tamm  
Treasurer

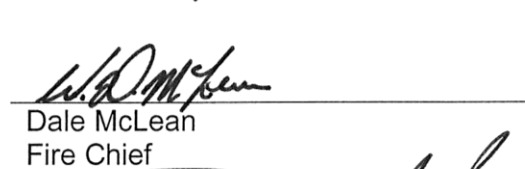
ON BEHALF OF:  
CITY OF KAMLOOPS



Mayor Peter Milobar



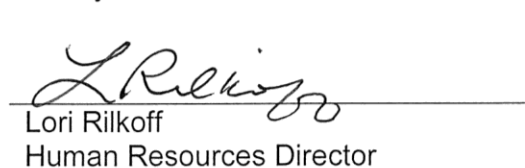
David Trawin  
Chief Administrative Officer



Dale McLean  
Fire Chief



David Duckworth  
Corporate Services and Community  
Safety Director



Lori Rilkoff  
Human Resources Director

**SCHEDULE "A" - WAGES  
IAFF RATES  
EFFECTIVE JANUARY 1, 2011 - JUNE 30, 2011**

<b>Classification</b>	<b>% Differential</b>	<b>Monthly</b>	<b>Biweekly</b>	<b>Hourly</b>
FF 1st Year (1st 6 mo)	70%	\$ 4,651.88	\$ 2,139.70	\$25.473
FF 1st Year (2nd 6 mo)	75%	\$ 4,984.16	\$ 2,292.53	\$27.292
FF 2nd Year	80%	\$ 5,316.43	\$ 2,445.37	\$29.112
FF 3rd Year	90%	\$ 5,980.99	\$ 2,751.04	\$32.750
FF 4th Year	100%	\$ 6,645.54	\$ 3,056.71	\$36.389
FF 10th Year	102%	\$ 6,778.45	\$ 3,117.84	\$37.117
FF 15th Year	104%	\$ 6,911.36	\$ 3,178.98	\$37.845
* Lieutenant	112%	\$ 7,591.86	\$ 3,491.98	\$41.571
* Captain	122%	\$ 8,269.71	\$ 3,803.77	\$45.283
* Platoon Captain	127%	\$ 8,608.63	\$ 3,959.66	\$47.139
Communications Operator (1st Year)	70%	\$ 4,651.88	\$ 2,139.70	\$25.473
Communications Operator (2nd Year)	80%	\$ 5,316.43	\$ 2,445.37	\$29.112
Communications Operator (3rd Year)	85%	\$ 5,648.71	\$ 2,598.20	\$30.931
Communications Operator (4th Year)	95%	\$ 6,313.26	\$ 2,903.87	\$34.570
Fire Inspector I (4th Year Rate)	100%	\$ 6,645.54	\$ 3,056.71	\$38.209
Fire Inspector I (10th Year Rate)	102%	\$ 6,778.45	\$ 3,117.84	\$38.973
Fire Inspector I (15th Year Rate)	104%	\$ 6,911.36	\$ 3,178.98	\$39.737
* Fire Inspector II	112%	\$ 7,591.86	\$ 3,491.98	\$43.650
* Fire Inspector III	122%	\$ 8,269.71	\$ 3,803.77	\$47.547
* Project Coordinator	122%	\$ 8,269.71	\$ 3,803.77	\$47.547
* Life Safety Educator	122%	\$ 8,269.71	\$ 3,803.77	\$47.547
* Chief Fire Prevention Officer	127%	\$ 8,608.63	\$ 3,959.66	\$49.496
* Training Officer	122%	\$ 8,269.71	\$ 3,803.77	\$47.547
* Chief Training Officer	127%	\$ 8,608.63	\$ 3,959.66	\$49.496
* Mechanic I	112%	\$ 7,591.86	\$ 3,491.98	\$43.650
* Mechanic II	122%	\$ 8,269.71	\$ 3,803.77	\$47.547

\* Denotes Percentage of FF 10th Year Monthly Rate

**SCHEDULE "A" - WAGES  
IAFF RATES  
EFFECTIVE JULY 1, 2011 - DECEMBER 29, 2011**

<b>Classification</b>	<b>% Differential</b>	<b>Monthly</b>	<b>Biweekly</b>	<b>Hourly</b>
FF 1st Year (1st 6 mo)	70%	\$4,710.03	\$2,166.44	\$25.791
FF 1st Year (2nd 6 mo)	75%	\$5,046.46	\$2,321.19	\$27.633
FF 2nd Year	80%	\$5,382.89	\$2,475.94	\$29.475
FF 3rd Year	90%	\$6,055.75	\$2,785.43	\$33.160
FF 4th Year	100%	\$6,728.61	\$3,094.92	\$36.844
FF 10th Year	102%	\$6,863.18	\$3,156.82	\$37.581
FF 15th Year	104%	\$6,997.75	\$3,218.71	\$38.318
* Lieutenant	112%	\$7,686.76	\$3,535.63	\$42.091
* Captain	122%	\$8,373.08	\$3,851.32	\$45.849
* Platoon Captain	127%	\$8,716.24	\$4,009.16	\$47.728
Communications Operator (1st Year)	70%	\$4,710.03	\$2,166.44	\$25.791
Communications Operator (2nd Year)	80%	\$5,382.89	\$2,475.94	\$29.475
Communications Operator (3rd Year)	85%	\$5,719.32	\$2,630.68	\$31.318
Communications Operator (4th Year)	95%	\$6,392.18	\$2,940.17	\$35.002
Fire Inspector I (4th Year Rate)	100%	\$6,728.61	\$3,094.92	\$38.687
Fire Inspector I (10th Year Rate)	102%	\$6,863.18	\$3,156.82	\$39.460
Fire Inspector I (15th Year Rate)	104%	\$6,997.75	\$3,218.71	\$40.234
* Fire Inspector II	112%	\$7,686.76	\$3,535.63	\$44.195
* Fire Inspector III	122%	\$8,373.08	\$3,851.32	\$48.142
* Project Coordinator	122%	\$8,373.08	\$3,851.32	\$48.142
* Life Safety Educator	122%	\$8,373.08	\$3,851.32	\$48.142
* Chief Fire Prevention Officer	127%	\$8,716.24	\$4,009.16	\$50.115
* Training Officer	122%	\$8,373.08	\$3,851.32	\$48.142
* Chief Training Officer	127%	\$8,716.24	\$4,009.16	\$50.115
* Mechanic I	112%	\$7,686.76	\$3,535.63	\$44.195
* Mechanic II	122%	\$8,373.08	\$3,851.32	\$48.142

\* Denotes Percentage of FF 10th Year Monthly Rate

**SCHEDULE "A" - WAGES  
IAFF RATES  
EFFECTIVE DECEMBER 30, 2011 - MARCH 25, 2014**

<b>Classification</b>	<b>% Differential</b>	<b>Monthly</b>	<b>Biweekly</b>	<b>Hourly</b>
FF 1st Year (1st 6 mo)	70%	\$ 4,733.58	\$ 2,177.28	\$25.920
FF 1st Year (2nd 6 mo)	75%	\$ 5,071.69	\$ 2,332.79	\$27.771
FF 2nd Year	80%	\$ 5,409.80	\$ 2,488.31	\$29.623
FF 3rd Year	90%	\$ 6,086.03	\$ 2,799.35	\$33.326
FF 4th Year	100%	\$ 6,762.25	\$ 3,110.39	\$37.028
FF 10th Year	102%	\$ 6,897.50	\$ 3,172.60	\$37.769
FF 15th Year	104%	\$ 7,032.74	\$ 3,234.81	\$38.510
* Lieutenant	112%	\$ 7,725.20	\$ 3,553.31	\$42.301
* Captain	122%	\$ 8,414.95	\$ 3,870.57	\$46.078
* Platoon Captain	127%	\$ 8,759.83	\$ 4,029.21	\$47.967
Communications Operator (1st Year)	70%	\$ 4,733.58	\$ 2,177.28	\$25.920
Communications Operator (2nd Year)	80%	\$ 5,409.80	\$ 2,488.31	\$29.623
Communications Operator (3rd Year)	85%	\$ 5,747.91	\$ 2,643.83	\$31.474
Communications Operator (4th Year)	95%	\$ 6,424.14	\$ 2,954.87	\$35.177
Fire Inspector I (4th Year Rate)	100%	\$ 6,762.25	\$ 3,110.39	\$38.880
Fire Inspector I (10th Year Rate)	102%	\$ 6,897.50	\$ 3,172.60	\$39.658
Fire Inspector I (15th Year Rate)	104%	\$ 7,032.74	\$ 3,234.81	\$40.435
* Fire Inspector II	112%	\$ 7,725.20	\$ 3,553.31	\$44.416
* Fire Inspector III	122%	\$ 8,414.95	\$ 3,870.57	\$48.382
* Project Coordinator	122%	\$ 8,414.95	\$ 3,870.57	\$48.382
* Life Safety Educator	122%	\$ 8,414.95	\$ 3,870.57	\$48.382
* Chief Fire Prevention Officer	127%	\$ 8,759.83	\$ 4,029.21	\$50.365
* Training Officer	122%	\$ 8,414.95	\$ 3,870.57	\$48.382
* Chief Training Officer	127%	\$ 8,759.83	\$ 4,029.21	\$50.365
* Mechanic I	112%	\$ 7,725.20	\$ 3,553.31	\$44.416
* Mechanic II	122%	\$ 8,414.95	\$ 3,870.57	\$48.382

\* Denotes Percentage of FF 10th Year Monthly Rate

**SCHEDULE "A" - WAGES  
IAFF RATES  
EFFECTIVE MARCH 26, 2014**

<b>Classification</b>	<b>% Differential</b>	<b>Monthly</b>	<b>Biweekly</b>	<b>Hourly</b>
FF 1st Year (1st 6 mo)	70%	\$ 4,733.58	\$ 2,177.28	\$25.920
FF 1st Year (2nd 6 mo)	75%	\$ 5,071.69	\$ 2,332.79	\$27.771
FF 2nd Year	80%	\$ 5,409.80	\$ 2,488.31	\$29.623
FF 3rd Year	90%	\$ 6,086.03	\$ 2,799.35	\$33.326
FF 4th Year	100%	\$ 6,762.25	\$ 3,110.39	\$37.028
FF 10th Year	103%	\$ 6,965.12	\$ 3,203.70	\$38.139
FF 15th Year	106%	\$ 7,167.99	\$ 3,297.02	\$39.250
* Lieutenant	112%	\$ 7,800.93	\$ 3,588.15	\$42.716
* Captain	122%	\$ 8,497.45	\$ 3,908.52	\$46.530
* Platoon Captain	127%	\$ 8,845.70	\$ 4,068.70	\$48.437
Communications Operator (1st Year)	70%	\$ 4,733.58	\$ 2,177.28	\$25.920
Communications Operator (2nd Year)	80%	\$ 5,409.80	\$ 2,488.31	\$29.623
Communications Operator (3rd Year)	85%	\$ 5,747.91	\$ 2,643.83	\$31.474
Communications Operator (4th Year)	95%	\$ 6,424.14	\$ 2,954.87	\$35.177
Fire Inspector I (4th Year Rate)	100%	\$ 6,762.25	\$ 3,110.39	\$38.880
Fire Inspector I (10th Year Rate)	103%	\$ 6,965.12	\$ 3,203.70	\$40.046
Fire Inspector I (15th Year Rate)	106%	\$ 7,167.99	\$ 3,297.02	\$41.213
* Fire Inspector II	112%	\$ 7,800.93	\$ 3,588.15	\$44.852
* Fire Inspector III	122%	\$ 8,497.45	\$ 3,908.52	\$48.857
* Project Coordinator	122%	\$ 8,497.45	\$ 3,908.52	\$48.857
* Life Safety Educator	122%	\$ 8,497.45	\$ 3,908.52	\$48.857
* Chief Fire Prevention Officer	127%	\$ 8,845.70	\$ 4,068.70	\$50.859
* Training Officer	122%	\$ 8,497.45	\$ 3,908.52	\$48.857
* Chief Training Officer	127%	\$ 8,845.70	\$ 4,068.70	\$50.859
* Mechanic I	112%	\$ 7,800.93	\$ 3,588.15	\$44.852
* Mechanic II	122%	\$ 8,497.45	\$ 3,908.52	\$48.857

\* Denotes Percentage of FF 10th Year Monthly Rate

### 2011 - 2014 Percentage Wage Increases

January 1, 2011	1.25%	(effective January 1, 2011)
July 1, 2011	1.25%	(effective July 1, 2011)
December 30, 2011	0.5%	(effective January 1, 2013)
FF 10th Year Rate	103%	(effective March 26, 2014)
FF 15th Year Rate	106%	(effective March 26, 2014)

Wage increases for 2012, 2013, and 2014 shall be the average of the percentage increases agreed to by the majority of identified Lower Mainland Municipalities and firefighter IAFF Union Locals and shall be effective on the same dates as those in the lower mainland.

For the purpose of this agreement, the Lower Mainland Municipalities are Vancouver, Surrey, Richmond, Burnaby, Coquitlam, Township of Langley, Abbotsford, District of North Vancouver, Delta, Chilliwack, Maple Ridge, Port Coquitlam, District of New Westminster, City of North Vancouver, and District of West Vancouver.

### Reopening of Agreement

The parties recognize that there may be additional costs, savings, improvements or offsets in the identified lower mainland municipal Collective Agreements that are relevant to the Collective Agreement. In that event the wage increases provided for in this agreement may be reopened as follows:

- a) The City may serve ninety (90) days' notice in writing to the Association that it wishes to reopen negotiations, if in its view the majority of the identified Lower Mainland Municipalities' firefighter agreements that have been concluded, covering any of the years of the term of this Agreement, have provided cost off-sets to the respective employers.
- b) The Association may serve ninety (90) days' notice in writing to the City that it wishes to reopen negotiations, if in its view the majority of the identified Lower Mainland municipal firefighters agreements that have been concluded, covering any of the years of the term of this Agreement, have provided additional compensation to the members of the respective IAFF bargaining units over and above base wage rate (first class, 4th year) increases.
- c) Should either party serve written notice to the other, notice shall include details and an explanation for the reasons of reopening negotiation, including identifying the Lower Mainland Municipalities firefighter agreements to be referenced. The party receiving notice may use the reopening of negotiations to dispute the reasons for serving notice, but may not refuse to meet.
- d) Should notice to reopen negotiations be served by either party, the other party shall commence negotiations within 15 calendar days of notice being received or at some other mutually agreeable date.
- e) Failing agreement after 60 days of the commencement of negotiations, either party may refer the outstanding reopener issues to binding interest arbitration before a single arbitrator.

## **SCHEDULE A (continued)**

- Wage negotiations shall be based upon that of a First Class Firefighter monthly rate being one hundred per cent (100%), and all other rates determined from that base figure, except where the base is specified as being that of a Tenth (10th) Year Firefighter.
- All other classifications not referred to herein shall remain as they were listed in the individual Schedule "A" agreements of the previous contract.
- Biweekly Method Payment - Monthly salaries noted in Schedule "A" shall be paid on a biweekly basis. The conversion formula shall be as follows:

$$\frac{\text{Monthly Rate} \times 12}{26.089} = \text{Biweekly Rate}$$

- Hourly rate is derived by dividing the biweekly rate by the average number of hours in the biweekly period.
- Annual earnings calculated on the basis of accumulated monthly salary, and paid to employees on a biweekly basis, are not subject to adjustment at year end or upon termination of employment.
- Increment changes shall be to the nearest payday of the anniversary date of each individual employee. When the anniversary falls between paydays, the effective day for the increment changes shall be the prior payday.
- To qualify and advance to the position of Fourth (4th) Year Rate, an employee must complete three (3) continuous and satisfactory years of service in Kamloops Fire Rescue.
- All rates except Tenth (10th) Year and Fifteenth (15th) are at the beginning of the service year. Tenth (10th) Year and Fifteenth (15th) rates are at the end of the service year.
- A Lieutenant will be assigned to the Rescue Truck on a full-time basis. This Lieutenant will be required to conduct the platoon training at the Fire Training Centre.
- Acting Lieutenant pay will be paid to the senior firefighter of two person crews on the Bush Truck responding to First Responder Medical Calls.
- To advance to the position of Mechanic II requires five (5) years of service as a Mechanic I and Emergency Vehicle Technician certification.

## **SCHEDULE "B" - PROMOTIONS**

### **SECTION 1    PURPOSE**

To provide a progressive sequence of development so that each member can become eligible for advancement and promotion to the rank of:

Suppression Division:

- A.     Lieutenant (Platoon Safety and Training Instructor)
- B.     Captain
- C.     Platoon Captain

Training Division:

- A.     Training Officer
- B.     Chief Training Officer

Fire Prevention Division:

- A.     Fire Inspector I (4th year, 10th year, 15th year)
- B.     Fire Inspector II
- C.     Fire Inspector III
- D.     Project Coordinator
- E.     Life Safety Educator
- F.     Chief Fire Prevention Officer

### **SECTION 2    GENERAL CONDITIONS**

#### **A.     Seniority**

Seniority shall be calculated from the date the employee commenced employment with Kamloops Fire Rescue. When two (2) or more members are permanently appointed to Kamloops Fire Rescue on the same date, their seniority shall be deemed to be equal even though they are placed on the seniority list in alphabetical order.

#### **B.     Overall Assessment**

Those members having equal seniority will be promoted on the basis of an overall assessment. The overall assessment will be made by a selection board consisting of two (2) Kamloops Fire Rescue Managers and one (1) Platoon Captain, and the assessment will consist of:

- 1.     Promotional evaluations
- 2.     Other internal qualifications:
  - a)     Additional experience; and
  - b)     Courses taken.



C. Evaluation

Senior officers will evaluate the skill, competence and ability of newly appointed officers.

D. Members eligible for promotion but not employed in a position directly related to that promotion must return to the appropriate section at least one (1) year prior to any promotion to ensure adequate evaluation for the position.

1. Fire Prevention personnel are not directly related to the Suppression Division and are subject to a one (1) year evaluation period.
2. The Chief Training Officer and the Training Officer are deemed directly related to the Fire Suppression Division and are exempt of the one (1) year evaluation period.

SECTION 3 ELIGIBILITY FOR PROMOTION

Suppression Division

A. Lieutenants (Platoon Safety and Training Instructor)

1. Must have completed ten (10) years with Kamloops Fire Rescue.
2. Must have successfully completed the Company Officer Program or Fire Officer Level I from a recognized fire academy.
3. Must hold a BC Training Instructor Level I qualification from a recognized fire academy or Fire Service Instructor I. This Article will not prevent a member from being promoted if the member has not been provided the opportunity to take the Instructor course.
4. Must have successfully completed the NFPA Fire Inspector Level I Certification Program or have previously completed the two (2) months Fire Prevention Office Training. This Article will not prevent a member from being promoted if the member has not been provided the opportunity to take the above mentioned course.
5. Promotion of eligible members will be on the basis of Kamloops Fire Rescue seniority provided the candidate maintains a competent level relative to the position to which he/she will be promoted.
6. Those eligible members having equal seniority will be promoted on the basis of an overall assessment.

B. Captain

1. In addition to the Lieutenant's eligibility to be promoted to Captain, the member must serve two (2) years at the classification of Lieutenant.
2. Promotion of eligible members will be on the basis of Kamloops Fire Rescue seniority provided the candidate maintains a competent level relative to the position to which he/she will be promoted.
3. Length of service as a Lieutenant will be the determining factor for those members having equal seniority.

C. Platoon Captain

1. Must have completed two (2) years of service as a Suppression Officer.
2. Successfully complete the Command Officer Program or Fire Level II from a recognized fire academy.
3. Promotion of eligible members will be on the basis of Kamloops Fire Rescue seniority provided the candidate maintains a competent level relative to the position to which he/she will be promoted.
4. Length of service as a Captain will be the determining factor for those members having equal seniority.

Training Division

A/B. Chief Training Officer and Training Officer

1. Must have completed ten (10) years with Kamloops Fire Rescue.
2. Must have successfully completed the Company Officer Training and Education Program or Fire Officer Level I from a recognized fire academy.
3. Must have successfully completed the Training Officer Training and Education Program or Fire Service Instructor Level II from a recognized fire academy.
4. Promotion of eligible members to Chief Training Officer and Training Officer shall be by a selection board consisting of:
  - a) One (1) Kamloops Fire Rescue Manager;
  - b) One (1) Senior Kamloops Fire Rescue Officer selected by the Association; and
  - c) One (1) Human Resources Advisor.

Fire Prevention Division

A. Fire Inspector I

1. Vacancies in the position of Fire Inspector I will be filled on the basis of Kamloops Fire Rescue seniority. The successful applicant will be expected to complete a Certified Fire Inspector/Investigator Program within two (2) years.

B. Fire Inspector II

1. Completion of a Certified Fire Inspector/Investigator Program or Completion of Fire Officer Level I.
2. Two (2) years or more of service as a Fire Inspector I.
3. A member will not be prevented from advancing to Fire Inspector II if the member has not been provided the opportunity to take the Certified Fire Inspector/Investigator Program(s) or Fire Officer Level 1.

C. Fire Inspector III

1. Must have completed ten (10) years in Kamloops Fire Rescue.
2. Must have completed five (5) years of service in the Fire Prevention Branch, four (4) years of which must be continuous, and the remaining year must consist of twelve (12) consecutive months.
3. Completion of a Certified Fire Inspector/Investigator Program or Completion of Fire Officer Level I.
4. A member will not be prevented from advancing to Fire Inspector III if the member has not been provided the opportunity to take the Certified Fire Inspector/Investigator Program(s) or Fire Officer Level I.

D. Project Coordinator

1. Must have completed ten (10) years of service with Kamloops Fire Rescue.
2. Must have successfully completed NFPA Fire Inspector Level I Certification.
3. A member will not be prevented from being promoted if the member has not been provided an opportunity to take the NFPA Fire Inspector Level I Certification.
4. Proficient with computer operating systems.
5. Must have a working knowledge of local bylaws and City of Kamloops Fire Prevention Bylaw, *Fire Services Act* of BC, BC Fire Code Regulations, BC Building Code, and NFPA Standards.
6. Promotion of eligible members to the position of Project Coordinator shall be by a Selection Board consisting of:
  - a) One (1) Kamloops Fire Rescue Manager;
  - b) One (1) Senior Kamloops Fire Rescue Officer selected by the Association; and
  - c) One (1) Human Resources Advisor

E. Life Safety Educator

1. Must have completed ten (10) years of service with Kamloops Fire Rescue.
2. Must have successfully completed NFPA Fire Inspector Level I Certification.
3. A member will not be prevented from being promoted if the member has not been provided an opportunity to take the NFPA Fire Inspector Level I Certification.
4. Demonstrated strong public speaking abilities.
5. Must have successfully completed Fire Public Educator Certification.

6. A member will not be prevented from being promoted if the member has not been provided an opportunity to take the Fire Public Educator Certification.
7. Must have a working knowledge of local bylaws and City of Kamloops Fire Prevention Bylaw, *Fire Services Act* of BC, BC Fire Code Regulations, BC Building Code, and NFPA Standards.
8. Promotion of eligible members to the position of Life Safety Educator shall be by a Selection Board consisting of:
  - a) One (1) Kamloops Fire Rescue Manager;
  - b) One (1) Senior Kamloops Fire Rescue Officer selected by the Association; and
  - c) One (1) Human Resources Advisor.

F. Chief Fire Prevention Officer

1. Must have completed ten (10) years of service with Kamloops Fire Rescue.
2. Must have completed five (5) years of continuous service in the Fire Prevention Branch.
3. Promotion of eligible members to the position of Chief Fire Prevention Officer Educator shall be by a Selection Board consisting of:
  - a) One (1) Kamloops Fire Rescue Manager;
  - b) One (1) Senior Kamloops Fire Rescue Officer selected by the Association; and
  - c) One (1) Human Resources Advisor.

## SECTION 4

A. Departmental Needs

It is recognized that in order to overcome any shortages of eligible members for promotion, it may be necessary to relax the eligibility requirements when making such promotions. In such cases the intent of the policy will be followed taking into consideration the qualifications of those members applying for the promotion, and any promotion under this section will be discussed at a Labour Management Meeting prior to any action being taken.

### **PAYMENT FOR TRAINING**

The City will pay the cost for the Officer, Training Officer and Fire Prevention Programs from a recognized fire academy, as referred to in this Collective Bargaining Agreement. Members will not be eligible to enrol in these courses until they have completed ten (10) years employment.

Members who qualify and who do not complete the programs will be required to repay the City for the costs of the programs in which they were enrolled.

## LETTER OF UNDERSTANDING # 1

BETWEEN: The City of Kamloops

AND: The International Association of Firefighters  
Local 913

SUBJECT: **FIRE FIT CANADA**

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There will be no mandatory testing for Kamloops Fire Rescue Services members.

"SIGNED"

"SIGNED"

"J. Chernoff"

---

"E. Cooper"

---

For the City of Kamloops

For Kamloops Firefighters Association  
Local 913, IAFF

"N. Johnson"

---

"Les McKinnon"

---

For the City of Kamloops

For Kamloops Firefighters Association  
Local 913, IAFF

Dated: 1996 March 15

Revised: 1998 May 27

Renewed: 2001 July 01

Renewed: 2006 March 29

Renewed: 2014 March 24

## LETTER OF UNDERSTANDING # 2

BETWEEN: The City of Kamloops

AND: The International Association of Firefighters  
Local 913

SUBJECT: **EARLY RETIREMENT INCENTIVE**

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This will confirm the following employees remain eligible for the Early Retirement Incentive Plan as set out in Article 18.4:

Anhorn, John  
Bell, James  
Boon, Alan  
Costain, David  
Dobrovolsky, Tom  
Dunn, Lenard  
Fayers, Dennis  
Ferguson, David  
Ferguson, Kenneth

Foster, Barry  
Goodman, Douglas  
Harvey, Duncan  
Holomay, William  
Kraushar, Kim  
Krutop, Sid  
Kurtz, Robert  
Laursen, Doug  
Marchuk, James

Meier, Leon  
Noel, Les  
Scheler, Timothy  
Stanley, Dennis  
West, Barclay

"SIGNED"

"SIGNED"

"J. Chernoff"

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"E. Cooper"

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For the City of Kamloops

For Kamloops Firefighters Association  
Local 913, IAFF

"N. Johnson"

---

"Les McKinnon"

---

For the City of Kamloops

For Kamloops Firefighters Association  
Local 913, IAFF

Dated: 1998 October 22

Updated & Renewed: 2001 July 01

Updated & Renewed: 2006 March 29

Renewed: 2014 March 24

### LETTER OF UNDERSTANDING # 3

BETWEEN: The City of Kamloops (The Employer)

AND: The International Association of Firefighters (IAFF)  
Local 913 (The Union)

SUBJECT: **MECHANIC II ELIGIBILITY AND QUALIFICATIONS**

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This Letter of Understanding supplements Schedule "A" - Wages with regard to the Mechanic II position.

The parties hereby agree with the following:

1. To advance to the position of Mechanic II, an employee must have five (5) years continuous service as a Mechanic I with the City (or external equivalency may be considered by the Employer) and possess a current, valid Emergency Vehicle Technician (EVT) certification.
2. In order to qualify for departmental training funds, an employee must obtain pre-approval to obtain and maintain EVT certification.
3. The Mechanic II must provide proof of certification to the Employer annually in order to maintain the Mechanic II position and rate of pay.
4. The Mechanic II is responsible for maintaining current, valid EVT certification.
5. The Employer is responsible for all reasonable costs related to certification and re-certification, including (but not limited to) course fees, study materials, supplies, travel, and accommodation. Should the employee fail the course, the Employer will pay for the employee's first attempt only to obtain certification and first attempt only to obtain re-certification.
6. If the Mechanic II is unable to re-certify his/her EVT for reasons beyond his/her control, and approved by the Employer, he/she will maintain the Mechanic II rate of pay, but will be expected to re-certify as soon as possible.
7. If the Mechanic II fails to maintain current, valid EVT certification, he/she will revert to the Mechanic I position and pay rate until such a time as he/she re-certifies.
8. All other applicable parts of the Collective Agreement apply.

"SIGNED"

For the City of Kamloops

"SIGNED"

For Kamloops Firefighters Association  
Local 913, IAFF

"David Duckworth"

Corporate Services and Community Safety  
Director

"Kris Krutop"

President

"Dale McLean"

Fire Chief

"Ryan Cail"

Vice President

Dated: 2014 April 17