

2022

MEMORANDUM OF AGREEMENT

between the

CITY OF RICHMOND

and the

RICHMOND FIREFIGHTERS' ASSOCIATION, LOCAL 1286 OF THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

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

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2022 JANUARY 01 AND EXPIRING 2024 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2020-2021 Collective Agreement continue except as specifically varied below.

2. Article 2 – Term of Agreement

The term of the new Collective Agreement shall be for three (3) years, commencing 2022 January 01 and expiring 2024 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 2022 January 01, all hourly rates of pay that were in effect on 2021 December 31st shall be increased by three and one-half percent (3.50%). The new hourly rates shall be rounded to the nearest whole cent.

- (b) Effective 2023 January 01, all hourly rates of pay that were in effect on 2022 December 31st shall be increased by four and one-half percent (4.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2024 January 01, all hourly rates of pay that were in effect on 2023 December 31st shall be increased by four and one-half percent (4.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Any retroactive payments resulting from the wage adjustments in (a), (b) and (c) above shall be processed within sixty (60) calendar days following the date of ratification of this Memorandum of Agreement and shall include all active members who have retired during the term of the Collective Agreement.

4. Clause 3.1 – Union Security

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 3.1 to read as follows:

“3.1 All employees covered by the Union Certificate of Bargaining Authority shall pay a monthly fee to the Union, equal to the Union's monthly dues. It is further agreed that any employee hired by the City during the term of this Agreement, shall become a member of the Union, immediately following the payment of the initiation fee (referenced in 3.2) to the Union and shall maintain membership in good standing with the Union as a condition of employment.”

5. Clause 3.3 – Union Security (NEW)

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 3 by adding a new Clause 3.3 to read as follows:

“The City shall notify an employee of their right to have Union representation at:

- a. any meeting or interview (whether in person or not) which may lead to disciplinary action against that employee; and
- b. any meeting (whether in person or not) in which discipline is to be issued.

The Employer shall notify the Union of any such notification to an employee, with as much advance notice as reasonably possible. The Employer shall copy the Union on any written correspondence by which discipline is issued against a member.”

6. Clause 5.2 – Hours of Work and Overtime

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 5.2 to read as follows:

“5.2 Non-Suppression Hours of Work

- (a) Employees in the Fire Prevention Branch, Training Branch and the Fire Life Safety Education Community Relations Office shall work an eight and three-quarter (8¾) hour day exclusive of a thirty (30) minute lunch break based on a four (4) day work week schedule.
- (b) The Fire Prevention Branch shall be open from 8:00 a.m. to 5:15 p.m. Monday to Friday inclusive with the four (4) day work week being either Monday to Thursday inclusive or Tuesday to Friday inclusive as determined by the Fire Chief.
- (c) The Emergency Vehicle Branch shall work a ten (10) hour day, exclusive of a thirty (30) minute lunch break, based on a four (4) day work week schedule either Monday to Thursday inclusive or Wednesday to Saturday inclusive as determined by the Fire Chief.
- (d) Non-suppression employees may alter their work schedule within any bi-weekly period with the approval of their direct supervisor provided that operational requirements continue to be met.
- (e) The City may alter employee schedules within any bi-weekly period if needed to meet operational requirements for special events mutually agreed between the employee and their supervisor.”

7. Clause 5 – Hours of Work and Overtime

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clauses 5.3 and 5.4 to read as follows:

“5.3 Extra Shifts

- (a) Where an employee agrees to work a shift or shifts, or a part shift of specified duration for non-emergency purposes, in excess of the employee’s scheduled work week, such employee shall be paid at the rate of one and one-half (1½) times the employee’s regular straight-time hourly rate of pay for such excess hours worked. Any such period of work which immediately follows or immediately precedes a regular shift will not be subject to any minimum period of compensation. Any other such period of work will be subject to a minimum of three (3) hours at the rate of one and one-half (1½) times their regular straight-time hourly rate of pay.

- (b) Where an employee works an extra shift(s) or a portion of an extra shift(s) as outlined in Clause 5.3(a) on a Public Holiday, such employee shall be paid at the rate of two (2) times the employee's regular straight-time hourly rate of pay for all hours worked on such Public Holiday.
- (c) Where an employee agrees to work overtime immediately following the completion of an overtime shift, shall be paid at the rate of two (2) times the employee's regular straight-time hourly rate for the first two (2) hours worked and two and one-half (2½) times the employee's regular straight-time hourly rate for all overtime worked beyond two (2) hours.
- (d) Where an employee agrees to work overtime immediately following an overtime shift on a public holiday, shall be paid at the rate of two and one-half (2½) times the employee's regular straight-time hourly rate for the first two (2) hours worked and three (3) times the employee's regular straight-time hourly rate for all overtime worked beyond two (2) hours.

5.4 Shift Extension Overtime

- (a) An employee who is required to work overtime immediately preceding or following the completion of a regular shift, shall be paid at the rate of one and one-half (1½) time the employee's regular straight-time hourly rate for the first (2) hours worked, and two (2) times the employee's regular straight-time hourly rate for all overtime worked beyond two (2) hours.
- (b) An employee who is required to work overtime immediately following the completion of the employee's regular shift on a public holiday, shall be paid at the rate of rate of two (2) times the employee's regular straight-time hourly rate for the first two (2) hours worked and two and one-half (2½) times the employee's regular straight-time hourly rate for all overtime worked beyond two (2) hours.
- (c) An employee who is required to work overtime immediately following the completion of an overtime shift, shall be paid at the rate of two (2) times the employee's regular straight-time hourly rate for the first two (2) hours worked and two and one-half (2½) times the employee's regular straight-time hourly rate for all overtime worked beyond two (2) hours.
- (d) An employee who is required to work overtime immediately following an overtime shift on a public holiday, shall be paid at the rate of two and one-half (2½) times the employee's regular straight-time hourly rate for the first two (2) hours worked and three (3) times the employee's regular straight-time hourly rate for all overtime worked beyond two (2) hours.
- (e) When computing the payment of overtime of an employee under this Clause, all time worked by such employee from the time they complete their regular shift or overtime shift until they return (if the duties required the employee to leave their

regular place of work) to their regular place of work (e.g., the Fire Hall at which the employee is stationed) and has been relieved of further duties, shall be deemed to be overtime. Overtime shall be calculated on the basis of quarter hours; in the event of overtime worked exceeding a quarter hour, such overtime shall be calculated based on the next highest quarter hour.”

8. Clause 5 – Hours of Work and Overtime

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 5.5 to read as follows:

“5.5 Emergency Callout

- (a) Except as provided in Clause 5.3 and 5.4, an employee reporting for work at the call of the City at any time other than regular working hours, shall be paid at the rate of two (2) times the employee’s regular straight-time hourly rate of pay from the time the callout is accepted by the employee, with a minimum of three (3) hours at the rate of two (2) times the employee’s regular straight-time hourly rate of pay.
- (b) An employee reporting for work on the call of the City on a Public Holiday shall be paid at the rate of three (3) times the employee’s regular rate of pay from the time the callout is accepted by the employee with a minimum of three (3) hours at the rate of three (3) times the employee’s regular straight-time hourly rate of pay.
- (c) An employee who reports for work at the call of the City as per Clause 5.5 (a) or (b) when the employee is on a scheduled paid day off as per Clause 16 Annual Vacation (including long service leave) or Clause 17 Public Holidays, the employee will be paid according to Clause 5.5 (a) or (b) and their paid leave entitlements will not be reduced for the entirety of that shift.”

9. Clause 6 – Promotional Policy

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add Clauses 6.5 and 6.6 to read as follows:

“6.5 ‘Confirmed Officers,’ for the purpose of eligibility to apply for promotional opportunities where that is a requirement, includes:

- 1. Battalion Chief - Suppression Branch
- 2. Chief Training Officer - Training Branch
- 3. Chief Fire Prevention Officer - Prevention Branch
- 4. Captain - Fire Investigation/Special Hazards - Prevention Branch
- 5. Captain - Fire Protection Systems - Prevention Branch
- 6. Fire Prevention Officer - Prevention Branch
- 7. Community Relations Officer - Community Relations Branch
- 8. Emergency Vehicle Technician Captain - Emergency Vehicle Technician Branch

9. Permanent Company Officer – Suppression Branch including when assigned to the Training Branch

Training Officer - Training Branch, on the condition they were a confirmed officer prior to transferring into the Training Branch, or while in the Training Branch they would have been promoted had they remained in their previous Suppression position. Such members may remain in training to complete their three (3) year term in the Training Branch and upon their return to the Suppression Branch will be assigned an appropriate position and rank as if they had remained in their permanent Suppression position.

- 6.6 To be eligible for confirmed Officer positions in the Fire Prevention, Community Relations, or Suppression Branches, an employee must have eighteen (18) months branch seniority immediately prior to applying. In the absence of any candidates who meet the foregoing criteria, this paragraph shall not apply.”

10. Clause 8.3 – Vacancies - Posting of Positions

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add Clause 8.3 to read as follows:

“The City will notify qualified employees regarding upcoming vacancies in the officer pool as early as possible. Officer pool candidates shall be shift adjusted as necessary, in the calendar year following the start of the Fire Officer 1 courses. Shift adjustment into vacant Officer Pool positions will be done in seniority order following the last member previously entered into the Officer Pool.”

The current Clause 8.3 shall be renumbered as Clause 8.4.

11. Clause 17 – Public Holidays

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 17 to read as follows:

- “17.1 All Firefighters, Company Officers (Captains and/or Lieutenants) and Battalion Chiefs who are engaged in a type of work to be performed continuously and every day including Public Holidays throughout the year and have completed twelve (12) months' continuous service by December 31st shall receive in each calendar year (subject to Clause 17.3) in lieu of the holidays set forth below, time equivalent to thirteen (13) duty shifts which shall be scheduled separately from their annual vacations: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day. For any additional Public Holiday declared to be a public (holiday by the City Council or by the Federal or British Columbia Governments, employees covered by this Clause 17.1 shall receive time equivalent to a duty shift for each day proclaimed.

17.2 Any Firefighter, Company Officers (Captains and/or Lieutenants) or Battalion Chief who is required to work on any of the public holidays listed in Clause 17.1 shall, in addition to the entitlement set forth in Clause 17.1, be paid fifty percent (50%) of the employee's regular rate of pay (calculated on an hourly basis) for each of the hours worked by the employee between the hours of 12:01 a.m. and 11:59 p.m. on such public holiday.

17.3 Every employee covered by Clause 17.1 shall receive:

- (a) for new employees, during their first part calendar year of service, and
- (b) for retiring employees, during their final part calendar year of service, time equivalent to one (1) duty shift for each of the public holidays listed in Clause 17.1 which occur during the employee's period of service in such part calendar year. For the new employees, should the Employer be unable to schedule such earned time off within the initial calendar year, this issue will be brought in advance to Labour Management and approval sought to extend the time frame for allocating the taking of these holidays into the next calendar year. Each employee so affected will receive their holiday allotment within twelve months of their original employment date.

Every employee covered by Clause 17.1 shall receive, during their first part calendar year of service and during their final part calendar year of service, time equivalent to one (1) duty shift for each of the public holidays listed in Clause 17.1 which occur during the employee's period of service in such part calendar year.

17.4 Those employees who are employed in the Fire Prevention Branch, Training Branch and Emergency Vehicle Branch shall be entitled to observe the following public holidays without reduction in their regular wages or salary: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day; provided however, where such a holiday falls on a Saturday or Sunday, employees shall be entitled to observe the holiday on a regular working day to be designated by the Council of the Municipality, without reduction in regular wages or salary. A Fire Prevention Officer whose duties normally require the employee to work on public holidays shall be given a day off in lieu of any public holiday which falls on or is observed from Monday to Friday, inclusive. For any additional public holiday declared to be a public holiday by the City Council or by the Federal or British Columbia Governments, employees shall be entitled to observe such holiday without reduction in their regular wages or salary.

17.5 At the Employee's option, the Statutory Holiday allotment of up to thirteen (13) stats each year (once earned) may be paid out by the Employer to a maximum valuation of 35 people. At the time of scheduling personal vacation, each employee shall declare which of those Public Holidays to have paid out in the pay period in which the Public

Holiday falls. At any time during the calendar year employees have the option of requesting pay out of some or all of the Public Holidays that have already been “earned”, but not taken to the date of the requested pay out. Within two months following the end of each calendar year, all Public Holidays credited but not taken in that aforementioned calendar year will be paid out to the employee.”

12. Clause 20.3 – Firefighting Equipment (NEW)

Effective the date of ratification of this Memorandum of Agreement, the City and the Union agree to add a new Clause 20.3 to read as follows:

“20.3 Emergency Vehicle Technician

The following provisions apply to the Fire Department Emergency Vehicle Technicians:

- a) The City will make available all necessary specialty tools for completion of assigned duties and emergency vehicle service, as determined by the Fire Chief.
- b) Upon receipt of a complete inventory list of both City tools and employee personal tools, the City will provide fire and theft insurance for mechanic’s tools stored within the City facilities used for emergency service vehicle maintenance and support work in the amount twenty thousand dollars (\$20,000.00) per EVT. The inventory list will be maintained at least annually by the EVT branch. The insurance will include a deductible of up to \$250 payable by the employee.
- c) EVT’s that are required to use their own tools shall be reimbursed, upon submission of receipts, up to \$1000 per calendar year, non-accumulative, for the purchase of approved new tools and/or the cost of replacement/repair of existing approved personal tools required in the performance of their duties.”

Existing Clause 20.3 shall be renumbered as Clause 20.4

13. Clause 23 – Employee Benefits

As soon as possible following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to the following changes to the Extended Health Benefits Plan:

1. Dental coverage for Plan ‘C’ shall be increased from fifty percent (50%) to seventy-five (75%);
2. Combined paramedical services maximum shall be increased from one-thousand two-hundred and fifty dollars (\$1,250.00) to four-thousand dollars (\$4,000.00);
3. Psychological Services Plan (including registered clinical counselors) shall be increased from one-thousand two-hundred and fifty dollars (\$1,250.00) to four-thousand dollars (\$4,000.00);

4. Eye exam coverage will be increased from one-hundred dollars (\$100.00) for the employee every twenty-four (24) months to one-hundred and fifty dollars (\$150.00) for the employee and family every twenty-four months;
5. Hearing aid coverage will be increased from four-hundred dollars (\$400.00) every five (5) years for children to seven-hundred and fifty dollars (\$750.00) every five (5) years for children and adult (including hearing protection for those who require hearing aids);
6. Lifetime maximum amount of benefits payable increased from one-million dollars (\$1,000,000.00) to three-million dollars (\$3,000,000.00).

The City and the Union further agree that only the amounts already recorded in the collective agreement will be updated.

14. Clause 23.9 – Employee Benefits (NEW)

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete Clause 15.4 and add 23.9 to read as follows:

“23.9 Bereavement Leave

- (a) After six (6) completed calendar months of continuous service, a regular employee may be granted bereavement leave without loss of pay for a period not to exceed four (4) working days in the following events:
 - (i) in the case of the death of the employee's marital or common-law spouse, child, ward, sibling, parent, parent-in-law, sibling-in-law, grandparent, grandchild, or guardian; or
 - (ii) in the case of the death of any other relative if living in the employee's household.
 - (iii) Should an employee require time off as a result of the death of a family member not listed in this Article, the Fire Chief or delegate will give consideration to an employee's request on short notice to utilize earned vacation or other time banks for a duration of paid time off not to exceed four (4) working days or other such period as may be deemed appropriate in the circumstances. Such consideration will take into account operational considerations, but will not be unreasonably withheld.
- (b) An employee who qualifies for bereavement leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation if approved by Fire Chief or delegate. An employee who is absent on sick leave with or without pay or who is absent on a WorkSafeBC claim, shall not be entitled to such bereavement leave without loss of pay.”

15. Clause 23.11 – Line of Duty Death Funeral Service (NEW)

Effective the date of ratification of this Memorandum of Agreement, the City and the Union agree to add a new Clause 23.11 Line of Duty Death Funeral Service to read as follows:

“The City will offer assistance to the family including up to two months’ salary at the 4th Year firefighter rate per Schedule A towards the costs incurred to provide a full honours’ Line of Duty Death Service. Families will be eligible for this amount when the death of an active employee covered by this agreement is declared by WorkSafe BC, or by mutual agreement between the Union and the City, to be a result of the work they performed as an employee of the City of Richmond. The service shall be in keeping with the IAFF and International Association of Fire Chiefs protocols as requested by surviving family members. The service, ceremony and other events associated with the ceremony shall be coordinated by a committee consisting of a family liaison, a Local 1286 representative and the Fire Chief or delegate.”

16. Clause 23.13 – Leave Bank Adjustments

Effective the date of ratification of this Memorandum of Agreement, the City and the Union agree to add a new Clause 23.13 to read as follows:

“An employee transferring between positions with working days of different lengths shall have their leave entitlements adjusted so that the employee incurs no change in the number of working days for which they are entitled to leave. In other words, a day of leave entitlement in one position shall be adjusted to provide a day of leave entitlement in another position.

For example: If a Firefighter averaging twelve (12) hours of work per day has a total of one hundred (100) working days or twelve hundred (1200) hours in their sick bank and they move into a Fire Prevention Officer position averaging eight and three-quarters (8.75) hours of work per day, their sick bank would be adjusted to equal one hundred (100) working days or eight hundred and seventy-five (875) hours in their new position.”

17. Clause 24(f)(iv) – Maternity Leave Supplemental Unemployment Benefit Plan

Effective the date of ratification of this Memorandum of Agreement, the City and the Union agree to amend Clause 24(f)(iv)(a) and (b) to read as follows:

“(iv) The SUB 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 seventeen (17) weeks, which includes the two (2) week Employment Insurance waiting period will be payable if an employee continues to receive Employment Insurance benefit”

18. Clause 29 – Absence from Duty of Union Officials

Effective the date of ratification of this Memorandum of Agreement, the City and the Union agree to amend Clause 29 to read as follows:

“Leave with pay shall be granted to Officers of the Union with approval from the Fire Chief or designate in each specific case when it becomes necessary to transact business affecting the members of the Union. The City shall also allow on-duty Union Officials leave from their employment for the purpose of Local 1286 Union business when a substitute who is qualified to perform the duties normally assigned to the Union Official is provided by the Union, at the Union’s cost.”

19. Clause 30 – Grievance Procedures

Effective the date of ratification of this Memorandum of Agreement, the City and the Union agree to amend Clause 30 to read as follows:

“30.1 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 it shall be the subject of collective bargaining between the Union and the City and be finally and conclusively settled under and by the following procedure:

30.2 Union Grievance

(a) Step 1-Deputy Fire Chief

Within thirty (30) calendar days of the date on which the incident giving rise to the grievance occurred or of the date when the employee(s) first became aware of the incident, whichever is later, the Union shall give in writing known particulars of the grievance to the appropriate Deputy Fire Chief. In the event that the Union files a grievance on behalf of an employee or specific employees, the grievance shall detail the name(s) of the employee(s) involved. A grievance meeting shall be held and a response shall be provided by the Employer City within fourteen (14) calendar days of receipt of the grievance.

The time limitation in this clause (a) does not apply to probationary employees, nor shall it extinguish the legal right of any employee to individually pursue redress in other venues separate and apart from the provisions of the Collective Agreement. Additionally, the time limits in this Agreement may be extended with the mutual consent of both parties.

(b) Step 2-Fire Chief

If the grievance is not resolved at Step 1, the Union shall refer the matter in writing the full particulars to the Fire Chief or designate within fourteen (14) calendar days of the completion of Step 1. A grievance meeting shall be held and a response shall be provided by the City within fourteen (14) calendar days of receipt of the grievance at Step 2.

(c) Step 3- City's Grievance Committee

If the grievance is not resolved at Step 2, the Union shall refer the matter in writing to the City's Grievance Committee within fourteen (14) calendar days of the completion of Step 2. A grievance meeting shall be held and a response shall be provided by the City within fourteen (14) calendar days of receipt of the grievance at Step 3.

(d) Step 4 – Arbitrator

If the grievance is not resolved at Step 3, then the grievance shall be referred for a final and conclusive resolution without stoppage of work by submission to a Board of Arbitration within ninety (90) days of the completion of Step 3.

30.3 City Grievance

- (a) Within thirty (30) calendar days of the date on which the incident giving rise to the grievance occurred or of the date when the City first became aware of the incident, whichever is later, the City shall give in writing full particulars of the grievance to the President of the Union. In the event that the City files a grievance involving specific employees, the grievance shall detail the name(s) of the employee(s) involved. A grievance meeting shall be held and a response shall be provided by the Union within twenty-eight (28) calendar days of receipt of the grievance.
- (b) If the City's grievance is not resolved, then the grievance shall be referred for a final and conclusive resolution without stoppage of work by submission to a Board of Arbitration within ninety (90) days of the completion of the process in 30(a).

30.4 Grievance – General

- (a) Any dispute (as defined in the *Labour Relations Code of British Columbia*) with respect to matters not covered by the terms of this Agreement shall, during the term of this Agreement, be the subject of collective bargaining between the Union and the City as represented by the City's Grievance Committee.

- (b) The failure to hold a grievance meeting does not change the time limit for a response unless the Union and the Employer agree otherwise in writing.
- (c) Time limits in the Grievance procedure shall be counted in calendar days and may only be extended with the mutual, written consent of both parties. Neither party shall be prejudiced if it communicates in a timely way with the current physical and electronic address(es) provided by the other party for this purpose.
- (d) The Union may request an exception in writing to the timelines under Clause 30.2 (a) to the Senior Director of Human Resources or designate. Exceptions may only be granted for extenuating circumstances. Such exception shall not be unreasonably denied.
- (e) The parties may agree in writing to skip any step in this procedure and such agreement shall not be unreasonably withheld."

20. Clause 33 – Legal Counsel and Schedule C

Effective the date of ratification of this Memorandum of Agreement, the City and the Union agree to delete Schedule C and amend Clause 33 Legal Counsel to read as follows:

"Legal claims against an employee arising out of the performance of the employee's duties shall be dealt with as provided for in the City's Indemnification Bylaw No. 9911 as amended or replaced. The Employer will provide notice to the Union of upcoming changes to this Bylaw."

21. Schedule "A"

Effective the date of ratification of this Memorandum of Agreement, the City and the Union agree to amend Schedule "A" to include:

- (a) *15th year Firefighter Monthly (106%)
 - (b) **Company Officer II (Captain) (Job Code 176) increased from 122% to 125%
- *Must maintain EMALB license, qualified EVO/EVD, and a valid class 3 drivers license*
*** Must maintain technical certifications and licenses.*

22. Letters of Agreement

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

- a. Amend and renew Letter of Agreement 1 – Promotional Language (Appendix A)
- b. Terminate and delete Letter of Agreement 2 – Fire Hall Renovation
- c. Terminate and delete Letter of Agreement 3 – Corporate Secondment Program
- d. Renew Letter of Agreement 4 – Staffing of Apparatus
- e. Renew Letter of Agreement 5 – Colonoscopy
- f. Renew Letter of Agreement 6 – Wildland Deployment
- g. NEW Letter of Agreement – 24 Hour Shift (Appendix B)
- h. NEW Letter of Agreement Re: Past Practice, Estoppel Notices and Expedited Practice Resolution Process (Appendix C)

23. Housekeeping

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

- (a) amend all references to “Fire Chief” to say “Fire Chief or designate” where the Parties agree;
- (b) replace references to “Article” with “Clause” as appropriate;
- (c) amend the Collective Agreement to be gender neutral;
- (d) delete expired effective dates; and
- (e) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

24. Drafting of New Collective Agreement

The Employer and the Union agree that in all instances where an amendment to the 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.

25. 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 thirty (30) calendar days from the date on which this Memorandum of Agreement is signed.

DATED this 29 day of November, 2024 in the City of Vancouver.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE CITY OF RICHMOND:

"Jim Wishlove"

"Samantha Pillay"

"Lori Miletich"

"Rachelle Ernst"

"Mandy Dhatt-Sandhu"

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

"Jim Dickson"

"Craig Teichrieb"

"Michael Frampton"

"Paul Martin"

APPENDIX A – LETTER OF AGREEMENT #1 RE: PROMOTIONAL LANGUAGE

This is Appendix A referenced in item 19(a) of this Memorandum of Agreement.

Excerpt: Amend requirements, Company Officer I and 2 as follows:

“There are sixty (60) Company Officer I and Company Officer II (Captain) positions in Fire Suppression and the Officer Pool membership shall not exceed the number of Company Officers.”

APPENDIX B – 24 HOUR SHIFT

This is Appendix B referenced in item 19(g) of this Memorandum of Agreement.

**Letter of Agreement
City of Richmond and
The International Association of Fire Fighters Local 1286
Re: 24 Hour Shift**

Without Prejudice and Confidential

The City and the Union (“the Parties”) recognize that Richmond Fire-Rescue (RFR) and its employees both perform a critical role in providing front-line emergency response services to the citizens of the City. The Parties have a mutual desire to ensure that RFR remains in a position to effectively provide these emergency responses services by maintaining the health, safety, and well-being of RFR employees while achieving operational efficiencies. The Parties further agree that the implementation of a twenty-four hour shift pattern (24h Shift) may have significant benefits for firefighters and fire suppression operations when undertaken with due consideration to the well-being of firefighters, to the particular needs of the community, and to the specific circumstances of the City of Richmond.

To realize these benefits and to prepare for the safe and effective implementation of a 24h Shift, the Parties agree as follows:

1. This Letter of Agreement (LOA) is entered into without prejudice and without precedent to the interpretation and application of the Collective Agreement or any other agreement between the Parties. Without limiting the generality of the foregoing, this Letter of Agreement will not be disclosed or used by the Parties in future rights arbitrations except to enforce the terms of this LOA. The Parties further agree that this LOA is made without prejudice with respect to any interest arbitration. None of the provisions of this LOA, nor any discussions arising from this LOA or positions taken by the Parties in deliberations resulting from this LOA, may be put before an interest arbitrator by either Party as information or as evidence in any round of collective bargaining.
2. This LOA will be in effect upon ratification of the Collective Agreement that begins January 1, 2022. The Parties agree to implement a twenty-four (24) hour shift pattern for a period of no less than twenty-four (24) months following a mutually agreeable commencement date. After twenty-four (24) months, this agreement may be terminated by either party with ninety (90) days’ written notice.
3. The Collective Agreement applies to the Parties except as otherwise expressly stated herein. In the event of a conflict between this LOA and the Collective Agreement, this LOA supersedes the Collective Agreement only to the extent of the conflict.

4. The City and the Union agree to form a Joint Management-Union Design and Evaluation Committee to investigate terms for implementing a 24h shift pattern for Suppression Branch staff on a cost-neutral basis with no deterioration in operations, safety, salary, or benefits.
5. The Joint Committee will be comprised of three (3) representatives appointed by the City and of three (3) representatives appointed by the Union. The representatives of the City and the Union may be accompanied by advisors of their choosing. Each Party will cover its own costs associated with participation in the Joint Committee. All data, documentation and references relied upon in the investigation will be made accessible to the representatives of both Parties. The work of the Joint Committee and its recommendations will be entirely without prejudice to the Collective Agreement.
6. Based on its investigation, the Joint Committee will make recommendations on the following matters:
 - a. A 24h shift pattern schedule, giving consideration to hours of work, rest periods, shift assignments, and training;
 - b. Provisions for the identifying and filling of absences;
 - c. Requirements relating to shift extensions, overtime, call out, shift exchanges, attending meetings and legislated time off;
 - d. The positive and negative impacts upon the safety, health, and wellness of Suppression Branch staff;
 - e. The continuation of service levels;
 - f. Compliance with all regulatory requirements;
 - g. Ensuring cost neutrality while maintaining current salary and benefit levels;
 - h. A plan for the continued provision of training to Suppression Branch staff;
 - i. Integration and maintenance of the rights agreed upon by both parties under the 2022-2024 Collective Agreement;
 - j. Adjustments to administrative, pay and scheduling systems;
 - k. A transition plan for moving from the current shift pattern to the 24h Shift pattern with no additional cost to the City during the transition and with minimal disruption to employees;
 - l. Criteria to determine whether the implementation is meeting the objectives and conditions for the 24h shift pattern;
 - m. A means to regularly review the progress of the 24-hour shift trial and address any issues that arise;
 - n. Any other items the Committee determines to be relevant to the implementation of a 24h Shift trial.
7. Should the Joint Committee require assistance, the Parties will mutually agree upon a facilitator to assist with achieving agreement on recommendations to implement the 24-hour shift pattern.
8. The Joint Committee will conclude its investigation and make mutually agreed upon recommendations within ninety (90) days of Ratification.

9. The City will create an implementation plan based on the Joint Committee’s written recommendations for a 24-hour shift pattern trial to begin within ninety (90) calendar days of receiving the mutually agreed upon recommendations.

DATED this 29 day of November, 2024 in the City of Vancouver.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:

“Jim Wishlove”

“Samantha Pillay”

“Lori Miletich”

“Rachelle Ernst”

“Mandy Dhatt-Sandhu”

BARGAINING REPRESENTATIVES ON
BEHALF OF THE UNION:

“Jim Dickson”

“Craig Teichrieb”

“Michael Frampton”

“Paul Martin”

APPENDIX C – PAST PRACTICE, ESTOPPEL NOTICES AND EXPEDITED PRACTICE RESOLUTION PROCESS

This is Appendix C referenced in item 19(h) of this Memorandum of Agreement.

**Letter of Agreement
City of Richmond and
The International Association of Fire Fighters Local 1286**

Re: Past Practice, Estoppel Notices and Expedited Practice Resolution Process.

Whereas the City and the Union (the “Parties”) recognize that a clear mutual understanding of bargained or otherwise binding workplace rights and responsibilities is in the best interests of both Parties as well as Richmond Fire-Rescue (“RFR”); and

Whereas the Parties enter into this agreement, as contemplated in the City’s December 11, 2023, letter, to agree to a framework to resolve those outstanding issues relating to past practices, while also concluding a collective agreement in a timely manner; and

In an effort to balance the need for clarity of workplace rights and responsibilities, the Parties agree to the following process for arbitrating grievances involving past practices:

1. Where the existence of a past practice is disputed, either on its own or in the context of a dispute about the interpretation and application of the Collective Agreement, it must be addressed through the grievance process set out in the Collective Agreement (the “Grievance Process”).
2. If a grievance is not resolved through the Grievance Process, and either party intends to rely on past practice to advance their case, the following steps apply to the arbitration:
 - a. An arbitrator will be chosen from the following list that is jointly agreed upon by the Parties:
 - i. Ken Saunders
 - ii. Brett Matthews
 - iii. Chris Sullivan
 - iv. Amanda Rogers
3. The selected arbitrator must be available to begin the arbitration within 30 calendar days and the arbitrator must be available to conclude the hearing within 90 days. The arbitrator must also be available to issue a decision within 30 days of the conclusion of the hearing. The timelines of this paragraph can only be extended by mutual agreement of the Parties or by order of the arbitrator. To proceed in a timely manner, the Parties agree to be available to schedule hearings over weekends, subject to arbitrator availability.
4. If a grievance is resolved without resolving the related past practice dispute, either Party may request that an arbitration proceed in compliance with paragraphs 2 and 3 of this LOA and that the arbitrator appointed under this LOA issue a decision resolving the past practice dispute.

5. This LOA will be in effect on the date that the renewed Collective Agreement comes into effect and is in place for the duration of that Collective Agreement. This LOA may be renewed for the life of further collective agreements by the express written agreement of both Parties.
6. Apart from the terms set out above, all other rules, practices and procedures applicable to grievance arbitrations will continue to apply to the arbitration of grievances involving past practices.

DATED this 29 day of November, 2024 in the City of Vancouver.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:

“Jim Wishlove”

“Samantha Pillay”

“Lori Miletich”

“Rachelle Ernst”

“Mandy Dhatt-Sandhu”

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

“Jim Dickson”

“Craig Teichreib”

“Michael Frampton”

“Paul Martin”