

2023

MEMORANDUM OF AGREEMENT

between the

CITY OF NEW WESTMINSTER

and the

CITY FIREFIGHTERS' UNION, LOCAL 256

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

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2023 JANUARY 01 AND EXPIRING 2026 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2020-2022 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for four (4) years from 2023 January 01 to 2026 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 Increase(s)

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

- (a) Effective 2023 January 01, the monthly 4th year Firefighter rate in effect on 2022 December 31 (that is \$8,960) shall be increased by four and one-half percent (4.50%) and will be rounded to the nearest whole dollar (that is \$9,363). All other rank indices shall be maintained.

- (b) Effective 2024 January 01, the monthly 4th year Firefighter rate in effect on 2023 December 31 (that is \$9,363) shall be increased by four and one-half percent (4.50%) and be rounded to the nearest whole dollar (that is \$9,784). All other rank indices shall be maintained.
- (c) Effective 2025 January 01, the monthly 4th Year Firefighter rate in effect on 2024 December 31 (that is \$9,784) shall be increased by five percent (5.00%) and be rounded to the nearest whole dollar (that is \$10,273). All other rank indices shall be maintained.
- (d) Effective 2026 January 01, the monthly 4th year Firefighter rate in effect on 2025 December 31 (that is \$10,273) shall be increased by four and one half percent (4.5%) and be rounded to the nearest whole dollar (that is \$10,736). All other rank indices shall be maintained.
- (e) Retroactive payments arising from (a), (b) and (c) will be made within one hundred and twenty (120) days following the date of ratification of this Memorandum of Agreement and shall include all employees covered under the Collective Agreement. The Union is responsible for contacting those members who have retired or are no longer employed with the Employer and the retroactive payments will be made within one hundred and twenty (120) days.

4. Article 3 – Union Security

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 3 Union Security to add a new c) to read as follows:

- “c) Where the Employer calls a meeting with any employee for the express purpose of investigating misconduct or issuing discipline, suspension, or dismissal, the employee may elect to have a Union representative(s) present. The Employer agrees to contact the Union, with reasonable notice, so the Union can provide representation if the employee so wishes. Nothing in this provision shall prevent the Employer from taking immediate action to remove an employee from the workplace to address serious workplace violations.”

5. Article 4 – Working Conditions, Clause 4.1 Hours of Work

While not to be included in the Collective Agreement, effective the date of ratification, the Employer and the Union agree that the CTO shall have the option to participate in the Compressed Day off Program.

6. Article 4 – Working Conditions, Clause 4.2 Postings

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 4 – Working Conditions, Clause 4.2 Postings to read as follows:

“Before filling any bargaining unit position for regular staff of the Employer, excluding the position of entry level Firefighter, notice thereof will be posted electronically by the Employer for no less than fourteen (14) calendar days. Off duty employees will be notified of any such postings.”

7. Article 4 – Working Conditions, Clause 4.6 Training (g)

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 4 – Working Conditions, Clause 4.6 Training (g) to read as follows:

“g) Employees scheduled for training, including all promotional training, during off duty hours will be paid at the special rate of straight time pay for up to the first five (5) days or part days spent in training programs in each calendar year.”

8. Article 7 - Vacations and Other Leave, Clause 7.3 Statutory Holidays

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7 – Vacations and Other Leave, Clause 7.3 Statutory Holidays to read as follows:

“7.3 Statutory Holidays

- a) Employees engaged in a type of work required to be performed continuously and on every day, including Statutory Holidays throughout the year shall receive in each calendar year twelve (12) consecutive duty shifts in lieu of the following Statutory Holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by Council or by the Federal or British Columbia Governments to be a Civic or Statutory Holiday.
- b) Fire Inspection staff who receive Statutory Holidays as they occur shall not be granted the time off in lieu of Statutory Holidays stated above, but shall receive twelve (12) guaranteed Statutory Holidays per year. When a holiday falls on a Saturday or a Sunday, and if no other day has been proclaimed in lieu of it, the Employer will provide each employee with another paid holiday or with an additional day of pay.
- c) All employees covered by this Agreement and engaged in a type of work required to be performed continuously and on every day, including the Statutory Holidays listed in Article 7.3(a) herein, shall in addition to the entitlement set forth in that Article, receive a payment in cash at the rate of fifty percent (50%) of the regular hourly rate for each of the hours on duty on such Statutory Holiday between the hours of 00:01 and 23:59, and on Easter Monday between the hours of 00:01 and 23:59.
- d) The length of the work day for each employee working a four (4) day work week in the Fire Prevention Division is deemed to be eight and three-quarter (8.75) hours for the purpose of crediting and deducting of Statutory Holidays under Article 7.3. The

length of the work day for each employee working a five (5) day work week in the Fire Prevention Division is seven (7) hours for the purpose of crediting and deducting Statutory Holidays under Article 7.3.”

**While not to be included in the Collective Agreement, the Employer and the Union agree that Fire Inspection staff shall receive a statutory holiday bank inclusive of twelve (12) Statutory Holidays.*

9. Article 7 - Vacations and Other Leave, Clause 7.7 Maternity and Parental Leave f)iv)

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7 - Vacations and Other Leave, Clause 7.7 Maternity and Parental Leave section f)iv) to read as follows:

- “iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and one hundred percent (100%) of their gross weekly earnings for the first twenty-six (26) weeks, including the Employment Insurance, based on standard parental benefits option waiting period if the employee continues to receive Employment Insurance benefits.”

10. Article 8 – Employee Benefits, Clause 8.2 Extended Health Plan

As soon as possible following the date of ratification of the Memorandum of Agreement, while not to be included in the Collective Agreement, the Employer and the Union agree to the following changes to the Extended Health Benefits Plan:

- a) The Employer shall agree to provide an annual usage summary of Extended Health and Dental benefits when possible.
- b) Acupuncturist, chiropractor, massage practitioner, naturopath, physiotherapist, podiatrist and speech language pathologist combined, increased from \$1,500.00 to \$4,000.00 per calendar year.
- c) Psychologist, clinical counsellor, marriage and family therapy, social worker, and online cognitive behavioural therapy combined, increased from \$2,000.00 to \$4,000.00 per calendar year.
- d) Eye Examinations, every 2 calendar years increased from, \$100.00 maximum to \$125.00 maximum.
- e) Vision Care, increased from \$400.00 maximum in a 24 month period to \$600.00 maximum in a 24 month period.

11. Article 8 – Employee Benefits, Clause 8.3 Dental Plan

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 Dental Plan:

- a) Basic Dental Services (Plan A) – The Plan will pay for one hundred percent (100%) of the approved schedule of fees.
- b) Prosthetics, Crowns and Bridges (Plan B) – The Plan will pay for seventy-five percent (75%) of the approved schedule of fees.
- c) Orthodontics (Plan C) – The Plan will pay for seventy percent (70%) of the approved schedule of fees. Benefits are provided for the Plan member and dependent(s) to a Lifetime maximum of six thousand two hundred and fifty dollars (\$6250.00) per eligible person.

12. Article – Benefits, Clause 8.13 Worker' Compensation

While not to be included in the Collective Agreement, within six (6) months, the Employer and the Union agree to discuss ways on restructuring Clause 8.13 Workers Compensation for equity and to support employees who may not be able to return to work after twelve (12) months of absence on an approved WorkSafe claim.

13. Article – Benefits, Clause 8.15 Pension Plan

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 8 – Benefits, Clause 8.15 Pension Plan (b) to read as follows:

- “b) The Employer shall enroll eligible employees into Group 5 Municipal Pension Plan Group at the first date of hire. All employees eligible for enrolment in Group 5 shall receive a Supplemental Pension Allowance (SPA) of 0.56% of pensionable earnings to be directed to a group tax free savings plan (Group TFSA). The payment shall be provided to IAFF Local 256 to manage and distribute to the Employee Group TFSA's. There shall be no cost incurred by the Employer as a result of managing and/or handling the Group TFSA accounts or disbursements. The payments shall be recorded on the employee's final pay cheque of the calendar year.”

14. Article 15 (NEW) - Indemnification

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new Article 15 – Indemnification to read as follows:

- “Employees of the New Westminster Fire Department are covered by the terms of the Corporation of the City of New Westminister Officers Bylaw No. 7175, 2007 as amended from time to time.”

15. Schedule A – Salary Schedule

The Employer and the Union agree to amend the following positions in Schedule A to read as follows:

- Increase – Platoon Captain rate to one hundred thirty-two percent (132%) effective date of ratification of this Memorandum of Agreement
- Increase – Captain rate to one hundred twenty-five percent (125%) effective January 1, 2026
- Increase - Training Captain rate to one hundred twenty-eight percent (128%) effective January 1, 2026
- Increase - Fire Inspector 2 rate to one hundred fifteen percent (115%) effective January 1, 2026
- Increase – Fire Inspector 3 rate to one hundred twenty-five percent (125%) effective January 1, 2026

16. Letters of Agreement - Amend

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

- Tour of Duty Adjustments to Accommodate Training – and Inter-Division Transfers (formerly #7 2014 (Revised October 2015))
- Promotional Protocols (formerly #3 2022)
- Restructuring of Operational Deployment (formerly #5-2014 (Revised October, 2015) (Revised October, 2024)

17. Letters of Agreement - Renew

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

- 1 -2024 Voluntary Deployment Outside Jurisdictional Boundaries
- 2 – 2023 Flex Firefighter
- 2 – 2022 Departmental Clothing/Uniform Issuance
- 1 – 2024 ESA
- 24 hour Shift
- Provision for Proration of Vacation Entitlement (formerly #8 2014 (Revised October 2015))
- Restructuring Training Division (formerly #3 2022)

18. Letters of Agreement – Delete

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

- #1 – 2014 Hours of Work – Fire Prevention Division (Revised October 2015)
- #2 – 2014 Fire Prevention Task Force (Revised October 2015)
- #3 – 2014 Clothing Issue Agreement (Revised October 2015)

19. Housekeeping

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

- (a) delete expired effective dates; and
- (b) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.
- (c) renumber active Letters of Agreement

20. 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.

21. Ratification

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty (30) calendar days from the date on which this Memorandum of Agreement is signed.

DATED this 23th day of May, 2025 in the City of NEW WESTMINSTER.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:

"Erin Williams"
FIRE CHIEF

"Jeff Gill"
DEPUTY FIRE CHIEF

"Richard Fong"
DIRECTOR OF HR & IT

"Lisa LeBlanc"
DEPUTY CHIEF ADMINISTRATIVE OFFICER

"Karen Basran"
HR BUSINESS PARTNER

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

"Shane Pool"
PRESIDENT

"Jason Lange"
TREASURER

"Kyle Hlina"
VICE PRESIDENT

"Al Dunbar"
VICE PRESIDENT

LETTER OF AGREEMENT

THE CITY OF NEW WESTMINSTER

and

IAFF, LOCAL 256

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

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

And

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

TERM:

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

SCOPE:

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

1) TRAINING

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

- a) Employee's schedules may be modified to accommodate mandatory or optional career advancement training. The Employee shall be provided with 30 calendar days' notice of a modified schedule for the purpose of training or receiving training unless mutually agreed upon to do otherwise.
 - i) The exchange of shifts does not encroach into the 4 dates following an employee's holiday selection.
 - ii) The exchange of shifts does not result in working eight (8) consecutive dates.
- b) In addition to requirements (a) above, employee suppression schedules may be modified to accommodate "in house" mandatory or optional career advancement training provided that:
 - i) An exchange for a full tour of duty is for 4 consecutive training days.
 - ii) The training duration will be standard suppression day shift of ten (10) hours inclusive of a one (1) hour paid lunch period, unless mutually agreed between the Employer and the Union to do otherwise.
 - iii) The revised schedule to accommodate the training will result in a minimum of 2 consecutive 24 hour periods off prior to the start of the training course or 2 consecutive 24 hour periods off duty after the course. Where course dates would not meet these requirements the member will be cross shifted to either the block of shifts prior to or after or both blocks of shifts to prevent working too many consecutive shifts. (For suppression only, all schedules must balance out to 14 days and 14 nights in a 56 day cycle or the overtime provision shall apply.)
- c) In addition to requirements (a) above, employee suppression schedules may be modified to accommodate "outside the jurisdiction" mandatory training or optional career advancement provided that:
 - i) An exchange for a full tour of duty is for a maximum of 5 consecutive dates with a maximum of 8 hours in duration per day inclusive of a one (1) hour lunch.
 - ii) The training event start and end time will fall within standard suppression day shift start and end times.
 - iii) The revised schedule to accommodate the training will result in a minimum of 2 consecutive 24 hour periods off prior to the start of the training course and or 2 consecutive 24 hour periods off duty post course completion. Where course dates would not meet these requirements the employee will be cross shifted to either the block of shifts prior to or after or both blocks of shifts to prevent working too many consecutive shifts.
- d) Employees' suppression schedules may be modified to accommodate single day training events or a course of less than 4 consecutive dates in duration provided that:
 - i) The training event duration is 10 hours or less.
 - ii) Where the training event date coincides with a regularly scheduled day shift, the day shift will be exchanged for the training event date.

- iii) Where the training event falls on the date of the second regularly scheduled night shift and the course is a mandatory training event the employee will be given the previous night shift off in lieu to attend the course.
 - iv) Where a training event falls on the date of the first regularly scheduled night shift, the employee will be compensated at the rate of time and one-half (1.5X) for the duration of the training event, however, the employee will subsequently report for duty as scheduled.
 - v) Where the training date falls on a regularly scheduled day off between tours of duty, a tour of duty shift cannot be substituted for that date.
 - vi) Where training events occur that are less than a tour of duty in length and overlap the start of a tour of duty, the off duty dates will be compensated at the rate of time and one-half (1.5X) and as well, the employee be released from duty on the day shifts to complete the training. See reference 1d.
 - vii) Training events that occur that are less than 4 consecutive dates and occur on the dates between scheduled tours of duty will be compensated at the rate of time and one-half (1.5X).
 - viii) Employees must be given 30 calendar days' notice of an altered work schedule due to a specific training event, unless mutually agreed upon by both parties.
 - ix) When the training event is less than 4 consecutive dates, a minimum of 4 hours will be paid at the rate of time and one-half (1.5X) for days that do not fall on a regularly scheduled working shift.
 - x) An employee's bi-weekly rate of pay shall not be affected due to the rescheduling changes under this Letter of Understanding.
- e) When a prevention employee is required to transfer from their regular shift for training purposes, the following provision shall apply:
- i) Employees working a schedule of less than 40 hours per workweek may be cross-shifted to accommodate a four day or five-day training schedule for 'out-of-jurisdiction' training. The difference between their regular hours per week and the total hours of the training course will be compensated at straight time, up to a maximum of 8 hours per day. For example, if the training course is 40 hours and the employee works a 35-hour week, they would be compensated for 5 hours of straight time, with those 5 hours considered an occurrence of their designated training days.

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

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

3) PERMANENT SUPPRESSION SHIFT TRANSFERS

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

4) TRANSITION FROM RECRUIT TRAINING SCHEDULE TO SUPPRESSION SCHEDULE

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

5) TRANSITION FROM SUPPRESSION TO TRAINING OR INSPECTION DIVISIONS

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

6) TRANSITION FROM TRAINING OR INSPECTION TO SUPPRESSION

- a) The transition will occur at the end of a pay period

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

7) CROSS SHIFTING FOR TEMPORARY OFFICER ABSENCES

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

8) SCHEDULING AT RETIREMENT

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

9) SHIFT BALANCING

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

- Officer qualifications
- Staff qualifications
- Staff instructional ability
- Staffing numbers
- Acting Officer abilities
- Seniority

Appendix 1d:

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

TEX= Training with Shift Exchange TOT= Training on Overtime

D = Day Shift N = Night Shift

ED= Exchanged Day Shift for Training Day

EN= Exchanged Night Shift for Training Day

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

LETTER OF AGREEMENT

Between the

CITY OF NEW WESTMINSTER

And the

CITY FIREFIGHTERS' UNION, LOCAL 256

RE: PROMOTIONAL PROTOCOLS

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

AND

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

TERM

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

SCOPE

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

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

APPLICATION OF ARTICLE 4.3 – FIRE SUPPRESSION PROMOTION

1. When the Employer determines that there is a vacancy in an officer rank, the position shall be posted as soon as reasonably possible. Where a vacancy exists and when there are qualified employees, the Employer will confirm the senior qualified employee and posting of the vacancy is not required, given the senior qualified employee accepts the promotion.

2. Employees may apply for a scheduled promotional process in accordance with the posting. Applications to the promotional process will be accepted on the basis of seniority.
3. Postings will include:
 - a. required qualifications;
 - b. a description of the promotional process;
 - c. criteria used to determine the successful completion of promotional requirements;
 - d. the start and completion dates for training programs required for the promotional process.
4. An employee will not be eligible for acting assignments until the scheduled training program has been concluded and the employee has successfully completed all components of the program.
5. Following the conclusion of the scheduled training program, the Employer will schedule acting assignments on a trial basis as vacancies occur from qualified internal applicants who have successfully completed all components of the scheduled training program, in seniority order.
6. Employees who are working in the capacity of an Officer will initially receive a pay rate of 117% of an 11th year firefighter. Employees working in the capacity of an Officer will receive the pay rate of 122% of an 11th year firefighter once the employee has worked no less than thirty-two (32) scheduled shifts in the position.
7. An employee passes probation once they have attained an overall score of seventy percent (70%) on the Emergency Incident Management Scenario (EIM) accompanied by an acceptable Job Performance Review (JPR) which will be scheduled and carried out by the Employer at or near the completion of the 96 shift probationary period.
 - a. An individual candidate will have three (3) opportunities in which to attain a passing grade.
8. If an employee declines an opportunity to participate in the promotional process, the employee's seniority (for the purpose of promotion to a specific Officer rank only) will fall below the last employee who has successfully completed the promotional process, but senior to employees in the next group of promotional process applicants.
9. An employee who declined an opportunity to participate in a promotional process as in paragraph 7 above and who successfully completes a subsequent promotional process will have their seniority restored at that time. However, the reinstatement of the employee's seniority cannot be used to displace a less senior employee who has been confirmed in their position.
10. Employees who commence a promotional process are expected to complete the program requirements. If an employee opts out of the promotional process prior to completion, any overtime pay received by the Employer as result of the promotional training opportunity will be reimbursed to the Employer by the employee.

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

DATED this 23rd day of May 2025 in the CITY OF NEW WESTMINSTER.

BARGAINING REPRESENTATIVES ON
BEHALF OF THE EMPLOYER:

<u>“Erin Williams”</u>
FIRE CHIEF
<u>“Jeff Gill”</u>
DEPUTY FIRE CHIEF
<u>“Richard Fong”</u>
DIRECTOR OF HR & IT
<u>“Lisa LeBlanc</u>
DEPUTY CHIEF ADMINISTRATIVE OFFICER
<u>“Karen Basran”</u>
HR BUSINESS PARTNER

BARGAINING REPRESENTATIVES ON
BEHALF OF THE UNION:

<u>“Shane Pool”</u>
PRESIDENT
<u>“Jason Lange”</u>
TREASURER
<u>“Kyle Hlina”</u>
VICE PRESIDENT
<u>“Al Dunbar”</u>
VICE PRESIDENT

LETTER OF AGREEMENT
THE CITY OF NEW WESTMINSTER
and
IAFF, LOCAL 256

RE: RESTRUCTURING OF OPERATIONAL DEPLOYMENT

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE NEW WESTMINSTER FIREFIGHTERS’ UNION, IAFF LOCAL 256 (hereinafter called “the Union”);

TERM:

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

SCOPE:

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

1. All provisions, terms and working conditions of the collective agreement shall prevail except where expressly provided for otherwise herein, without exception, unless mutually agreed to by the parties.
2. The Employer is responsible to determine the operational needs of the Fire Department. Should they determine there is a need for fewer or additional personnel or apparatus they shall advise the union in advance of deploying the changes whenever it is practical to do so.
3. Notwithstanding item #2 above, the Employer agrees to maintain a minimum in total, of four (4) qualified firefighters, inclusive of the Captain, on Engines 1, 2, and 3 at all times. A minimum combination of 2 apparatus inclusive of a Rescue, Squad, and/or Tower will have a minimum of one (1) Captain and one (1) Firefighter.
4. It is agreed that if on duty, active suppression staffing levels fall below 16 members including five qualified officers as per Article #3 above at any time, the vacant positions shall be filled

as per Telestaff rules and as per Article 5.4 'Extra Shifts' of the Collective Agreement.

5. On duty active suppression staff may be supplemented by 'Training' staff during an incident response if required.
6. Vacancies due to illness, injury, or vacation in non-suppression day staff positions shall be filled at the discretion of the Fire Chief.
7. It is acknowledged that there are currently five (5) emergency response apparatus normally deployed in ready response operation at present. Should a deployment restructuring result in fewer staffed apparatus in ready response operation, the Employer agrees there will be no loss of Officer's positions in total. Regardless of the operational deployment structure there shall remain a minimum of twenty (20) confirmed Captains, three (3) Training Captains, one (1) Chief Training Officer, two (2) Fire Prevention Captains, and four (4) confirmed Platoon Captains at all times.

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