

1997-1999

COLLECTIVE AGREEMENT

between

THE CITY OF RICHMOND

and

THE RICHMOND FIREFIGHTERS' ASSOCIATION, LOCAL 1286

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THIS AGREEMENT BETWEEN:

THE CITY OF RICHMOND
(hereinafter called the "City")

OF THE FIRST PART

AND:

RICHMOND FIREFIGHTERS' ASSOCIATION, LOCAL 1286
(hereinafter called the "Union")

OF THE SECOND PART

1. COVERAGE

WHEREAS the City is an employer within the meaning of the Labour Relations Code being Chapter 82 of the revised Statutes of British Columbia, 1992;

AND WHEREAS the Union is the duly certified bargaining authority for those employees of the City employed as Fire Department personnel at the City of Richmond, British Columbia;

THIS AGREEMENT shall constitute the wages and working conditions for the employees in respect of whom the Union is so certified.

2. TERM OF AGREEMENT

This Agreement shall be for a term of three (3) years with effect from 1997 January 01 to 1999 December 31, both dates inclusive, but shall continue and remain in full force and effect from year to year thereafter unless either party within 4 months immediately preceding the day of expiry of this Agreement or the 31st day of December in any subsequent year, gives to the other party written notice of desire to change, amend, or terminate such Agreement.

Subsections 50(2) and 50(3) of the Labour Relations Code shall be specifically excluded from and shall not be applicable to this Agreement.

3. UNION SECURITY

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 thirty days' employment and shall maintain membership in good standing with the Union as a condition of employment.

3.2 The City recognizes the voluntary check-off of all Union Dues and Assessments, according to the Labour Relations Code.

4. REMUNERATION

(a) That the scales of remuneration set forth in Schedule "A" shall apply during the currency of this Agreement.

(b) Effective January 1st, 1979 it was agreed that in lieu of payment for holders of Industrial First-Aid Certificates, the City would increase Dental Plan B from 50% to 60% of the prescribed schedule of fees, provided however, the parties agree that a sufficient number of employees will maintain Industrial First-Aid Certificates in good standing to satisfy the requirements of the Workers' Compensation Board Regulations.

5. HOURS OF WORK AND OVERTIME

5.1 The hours of duty for those employees covered by this Agreement, save those employees in the Fire Prevention Office, Training Office and Mechanical Division, shall be an average of 42 hours per week. The scheduling of duty hours for employees, other than those in the Fire Prevention Office, Training Office and Mechanical Division, shall be in accordance with the two platoon system being consistent with the Fire Department Act, System No. 2 set out in Schedule "B" attached hereto, and forming part of this Agreement.

5.2 (a) Employees in the Fire Prevention Division and Training Division shall work an eight and three-quarter ($8\frac{3}{4}$) hour day exclusive of a thirty (30) minute lunch break based on a four (4) day work week schedule.

(b) The Fire Prevention Office and Training Division shall be open from 8 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, the Chief Fire Prevention Officer and the Chief Training Officer.

(c) Employees in the class of Mechanic shall work an eight (8) hour day, exclusive of a thirty (30) minute lunch break, based on a five (5) day work week schedule.

5.3 Extra Shifts

- (a) Where an employee agrees to work or is required to work a shift or shifts, or a part shift of specified duration for non-emergency purposes, in excess of his scheduled work week, such employee shall be paid at the rate of one and one-half (1½) times his 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 his 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 his regular straight-time hourly rate of pay for all hours worked on such Public Holiday.

5.4 Shift Extension Overtime

- (a) An employee who is required to work overtime immediately following the completion of a regular shift, shall be paid at the rate of one and one-half (1½) times his regular straight-time hourly rate for the first (2) hours worked, and two (2) times his regular straight-time hourly rate for all overtime worked beyond two (2) hours.
- (b) An employee who is required to work pre-scheduled overtime (being defined as a minimum of 48 hours' notice) immediately preceding his regular shift, shall be paid at one and one-half (1½) times his regular straight-time hourly rate for the first two (2) hours worked, and two (2) times his regular straight-time hourly rate for all overtime worked beyond two (2) hours preceding his regular shift.
- (c) An employee who is required to work overtime immediately following the completion of his regular shift on a public holiday, shall be paid at the rate of two (2) times his regular straight-time hourly rate for the first two (2) hours worked and two and one-half (2½) times his regular straight-time hourly rate for all overtime worked beyond two (2) hours.
- (d) When computing the payment of overtime of an employee under this Clause, all time worked by such employee from the time he completes his regular shift until he returns (if his duties required him to leave his regular place of work) to his regular place of work (e.g., the Fire Hall at which he 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.

5.5 Emergency Callout

- (a) Except as provided in Clause 5.3 and 5.4, an employee reporting for work on the call of the City at any time other than regular working hours, shall be paid at the rate of two (2) times his regular straight-time hourly rate of pay for the entire period spent at his place of work in response to the call, with a minimum of three (3) hours at the rate of two (2) times his 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 his regular rate of pay for the entire period spent at his place of work in response to the call.

(c) Off-Duty Court Appearances

An employee while he is not on duty and who is required to appear in Court (defined as a Court of Criminal or Civil jurisdiction) to provide evidence that was acquired by such employee in the performance of his firefighting duties shall be paid in accordance with the following schedule:

- (i) For attendance at Court while on night shift, the following provisions shall apply at straight time rates:

Morning Session - six hours
Afternoon Session - four hours

- (ii) For attendance at Court on a day off, the following provisions shall apply at straight time rates:

Morning Session - eight hours
Afternoon Session - six hours

5.6 Overtime - General

Overtime may, at the option of the City, be taken in either time off or pay.

- 5.7 (a) Overtime pay for all employees working forty-two (42) hours per week shall be computed on an hourly basis as follows:

$$\frac{12 \times \text{Monthly Salary}}{2191.5 \text{ hours}}$$

- (b) Overtime pay for all employees working thirty-seven and one-half (37½) hours per week shall be computed on an hourly basis as follows:

$$\frac{12 \text{ x Monthly Salary}}{1957.5 \text{ hours}}$$

- (c) Overtime pay for all employees working thirty-five (35) hours per week shall be computed on an hourly basis as follows:

$$\frac{12 \text{ x Monthly Salary}}{1827 \text{ hours}}$$

- (d) Overtime pay for all employees working forty (40) hours per week shall be computed on an hourly basis as follows:

$$\frac{12 \text{ x Monthly Salary}}{2088 \text{ hours}}$$

- 5.8 (a) The shift rate for all employees covered by this Agreement, except those employees of the Fire Prevention and Training Offices and Mechanical Division, shall be based on twelve (12) hours.
- (b) For those employees of the Fire Prevention Office and Training Office, the shift rate shall be based on eight and three-quarter (8¾) hours.
- (c) For those employees of the Mechanical Division, the shift rate shall be based on eight (8) hours.

6. PROMOTIONAL POLICY

- 6.1 Promotions will, as far as possible, and having due regard to the needs of the fire service, be governed by seniority consistent with ability, proficiency and capacity for leadership.
- 6.2 Notwithstanding Section 6.1 above, in making promotions to the ranks of District Chief, Chief Training Officer and Chief Fire Prevention Officer only, the skills, knowledge, ability and capacity for leadership of the applicants shall be the primary considerations, and where such factors are equal, length of service shall be the determining factor.
- 6.3 The City will maintain a current seniority list, and will supply a copy thereof to the Union upon request at anytime.

7. CHANGES IN WORKING CONDITIONS

- 7.1 Effective 1998 October 26, the City agrees that before Council makes any decisions on reports or recommendations made to Council dealing with matters covered by this Agreement (other than as provided for in Section 10.1 of this Agreement), the City will communicate same to the Union at such interval so as to afford the Union a reasonable opportunity to consider them and, if necessary, to support or protest them when the matter is being decided by Council.
- 7.2 Before any decision made by any person or body other than Council is implemented, which would affect the terms and conditions of employment as provided for in this Agreement, or the security of employment of employee(s) covered by this Agreement (other than as provided for in Section 10.1 of this Agreement), it will be communicated to the Union in sufficient time to afford the Union reasonable opportunity to consider it and if necessary to protest it.

8. VACANCIES - POSTING OF POSITIONS

- 8.1 When a position becomes vacant or when it is known that a position is about to be vacated in any of the classifications (except that of Firefighter) set out in Schedule "A" of this Agreement, or when any new position is established other than in the classification of Firefighter, notice of such vacancy shall be posted in each and every Fire Hall at least fourteen (14) calendar days prior to the date on which the appointment is made. The City will make every reasonable effort to provide notice of any such vacancy to those employees who might be absent from duty during the entire period when notice is posted in the Fire Halls.
- 8.2 The City undertakes in the case of any vacancy to provide the maximum possible notice of the qualifications which will be required. The purpose will be to avoid discrimination against any individual employee by providing, to the greatest extent which is consistent with the safe and efficient operation of the Fire Department, a fair and adequate opportunity to all employees to qualify for the vacant position.

9. PAY FOR ACTING IN SENIOR CAPACITY

- 9.1 (a) Any employee covered by this Agreement who is required to accept the responsibility and carry out the duties incident to a position or rank senior to that which he normally holds shall be paid at the rate for the senior position or rank while so acting.

- (b) Employees who are on a compressed work week, i.e. Fire Prevention Division, are not eligible for pay for acting in a senior capacity when a senior ranking officer is on his regular day off.

9.2 The Department will record the number of shifts in each year, commencing in 1975, during which each employee acted in a senior capacity. During each immediately following year, commencing with 1976, each such employee will receive at the time of taking his annual vacation an additional payment over and above his regular salary. Such additional payment shall be based upon the difference in the daily rates for such employee's confirmed rank and for the higher rank at which he acted, which amount shall be multiplied by the number of shifts during which he acted in the higher capacity during the previous year, and shall be further multiplied by 4.38%, 6.58%, 8.77% or 10.9% depending upon whether such employee is entitled to 8, 12, 16 or 20 duty shifts of annual vacation in the year in which the additional payment is made.

10. DISMISSALS OR LAY OFFS

10.1 When a regular employee of the Fire Department is relieved of his position, he shall be given thirty (30) days' notice, or in lieu thereof, one (1) month's pay. In the event of a reduction in the staff of the Fire Department being necessary, seniority shall govern, subject to the Department's right to retain employees of the Mechanical Division; PROVIDED that any employee may be suspended or dismissed immediately for misconduct which, in the opinion of the Chief, is prejudicial to the efficiency of the Fire Department, and without pay from the date of such suspension or dismissal.

10.2 Any employee who has been wrongfully dismissed or suspended by the City and who is later reinstated shall:

- (a) If reinstated by the City, be compensated in full for all time lost, or
- (b) If reinstated by a Board of Arbitration or by the Labour Relations Board, be compensated in such amount as the Board might direct.

10.3 Upon notification in writing of suspension or dismissal, any employee desiring to appeal against his suspension or dismissal must do so to the City and notice of such appeal must be made within five (5) working days of receipt of such notice of suspension or dismissal.

11. NOURISHMENT ON DUTY

The City shall provide at the discretion of the Senior Officer on duty, at any call, nourishment for the men, if he deems it to be feasible.

12. PROBATIONARY PERIOD

- 12.1 (a) New employees shall be considered to be on a probationary basis until the completion of twelve (12) months' satisfactory service. If such person continues in the same position, it will be on a permanent basis. Eligibility for seniority, holiday benefits, and other perquisites referable to length of service shall be unaffected by the extension of the probationary period from six (6) months to twelve (12) months and shall be as provided elsewhere in this Agreement.
- (b) This probationary period shall be for the purpose of determining an employee's suitability for permanent employment. At any time during this period employment may be terminated if it can be satisfactorily shown the employee is unsuitable for employment.
- (c) Suitability for employment will be decided on the basis of factors such as:
- (i) The quality of his work.
 - (ii) Ability to work harmoniously with others.
 - (iii) His conduct.
 - (iv) His ability to meet firefighting standards set by the City.
- 12.2 Probationary employees shall be issued a cap, cap badge and coveralls at the beginning of their probationary period and such articles of clothing shall be returned to the City in the event the probationary employee does not satisfactorily qualify for the regular staff. If the probationary employee should qualify for the regular staff, the articles of clothing issued, as mentioned above, shall be deducted from his first year's issue of clothing, as set out in this Agreement.
- 12.3 Probationary employees shall be issued two (2) pair of boots, one (1) pair of safety boots at the beginning of the probationary period and one pair of Fire Department issue safety boots at the end of the probationary period, and one pair (Fire Department issue safety boots) shall be deducted from his first issue of clothing as set out in this Agreement. If the employee does not qualify for the regular staff the first issue of boots shall be returned to the City. It is agreed that the issuing of two (2) pair of boots during the probationary period shall be for those employees in the Firefighting Division only.
- 12.4 All appointments, promotions and transfers shall be on the basis of the first six (6) months being probationary.

13. RECLASSIFICATION AND ADJUSTMENTS

Where the City reclassifies, promotes or surveys the salary of any employee and makes any changes affecting salary, the following shall apply:

- (a) The minimum salary increase shall be one (1) full pay step.
- (b) An employee already experienced in the City in the reclassification shall receive the pay step according to his experience, subject to negotiations between the Union and the City.
- (c) It is agreed that the City will not reclassify an existing classification or introduce any new classification or wage rates into the Collective Agreement during the term of the new Collective Agreement without first securing the agreement of the Union.

14. WORK COVERAGE

14.1 In the event that the Fire Department is merged with or amalgamated in any other Department of the City:

- (1) The City shall not, as a condition of the employee's job as a Firefighter, require him to perform any work or duty not in any way connected with:
 - (a) The prevention and suppression of fire;
 - (b) The routine housekeeping, painting, and maintenance of equipment and real property, related thereto.

14.2 No employee bound by this Agreement shall perform any work or duty during the course of his employment as a Firefighter not in any way connected with:

- (a) The prevention and suppression of fire;
- (b) The routine housekeeping, painting, and maintenance of equipment and real property, related thereto.

PROVIDED that nothing in this Clause shall prevent the City from requesting or requiring an employee or the employee from performing, as a condition of the employee's job as a Firefighter, any work or duty in connection with Civil Defence, including training, National Survival exercises, and action in the event of war or national emergency and in the event of natural catastrophes.

15. GENERAL

- 15.1 Every employee shall forward to the Personnel Department a Certificate obtained from the proper Health Authorities, indicating that he has had a Chest X-Ray.
- 15.2 As a condition of being appointed to the permanent staff, every new employee shall within the first six months of service, file a Certificate of Birth or satisfactory proof of age, as may be required by the City.
- 15.3 It is understood and agreed that with reference to seniority where an employee has entered the Armed Forces while in the employ of the City and upon return from the Armed Forces has returned to the employ of the City, such employee shall be credited with the period of time in the Armed Forces as though it were service with the City. This is to be in effect only during a period of declared hostilities.
- 15.4 It is agreed that any general conditions presently in force, but that are not specifically mentioned in this Agreement, shall continue in full force and effect for the duration of this Agreement.
- 15.5 A permanent employee shall be granted Leave of Absence with pay in case of the death of a direct relative, at the discretion of the Fire Chief or his designate.
- 15.6 In the event of the employee's death while in the service of the City, credits outstanding to his account shall be paid into his Estate.
- 15.7 All employees covered by this Agreement who have attained the rank of 4th year Firefighter or above, if appointed or elected to a full-time position in the service of the International Association of Firefighters, or if appointed by the Federal or Provincial Governments to public service in an underdeveloped country, or if accepted as a student by the Canadian Labour College, shall be granted Leave of Absence without pay while so engaged, and subject to the following provisions:
- (a) No more than one employee may be granted Leave of Absence at any one time for the purpose of attending the Canadian Labour College.
 - (b) The Union agrees that when any one or more employees are granted Leave of Absence without pay under this Clause, the employee or employees equal in number to those who are so absent, and who were last hired by the City, shall be subject to lay off in accordance with the provisions of Clause 10.1 upon the return of the said absentee or absentees.
 - (c) It is understood and agreed that while on such Leave of Absence, the employee will retain his seniority for the purposes of lay offs, promotions, remuneration,

annual vacations, public holidays, M.S.P. coverage, sick leave entitlement and gratuity entitlement.

- (d) It is also understood and agreed that the accumulated sick leave and gratuity days credited to the employee at the time of taking such Leave of Absence shall remain to his credit during the period of his absence.
- (e) In the event the employee elects to continue to be covered by the Group Life Insurance Plan and/or M.S.P. during his Leave of Absence, he shall, in writing, notify the Personnel Director of his election, and shall undertake to pay both the City's premiums and his own premiums as an employee.

16. ANNUAL VACATIONS

Paid annual vacations for all employees covered by this Agreement shall be as follows:

- 16.1 Effective 1999 January 01, for those employees whose hours of work are regulated in accordance with the provisions of Clause 5.1:
 - (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act.
 - (b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ($1/12$) of nine (9) duty shifts for each month or portions of a month greater than one-half ($1/2$) worked by December 31st.
 - (c) During the second (2nd) calendar year of service - nine (9) duty shifts.
 - (d) During the third (3rd) up to and including the tenth (10th) calendar year of service - thirteen (13) duty shifts.
 - (e) During the eleventh (11th) up to and including the twenty-third (23rd) calendar year of service, except for the twenty-first (21st) - seventeen (17) duty shifts.
 - (f) During the twenty-first (21st) calendar year of service only - twenty-one (21) duty shifts.
 - (g) During the twenty-fourth (24th) and all subsequent calendar years of service - twenty-one (21) duty shifts.
- 16.2 Effective 1999 January 01, for those employees whose hours of work are regulated in accordance with the provisions of Section 5.2(a) and 5.2(c):

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act.
- (b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ($1/12$) of fifteen (15) calendar days for each month or portion of a month greater than one-half ($1/2$) worked by December 31st.
- (c) During the second (2nd) calendar year of service - fifteen (15) calendar days.
- (d) During the third (3rd) up to and including the tenth (10th) calendar year of service - twenty-two (22) calendar days.
- (e) During the eleventh (11th) up to and including the twenty-third (23rd) calendar year of service, except for the twenty-first (21st) - twenty-nine (29) calendar days.
- (f) During the twenty-first (21st) calendar year only - thirty-six (36) calendar days.
- (g) During the twenty-fourth (24th) and all subsequent calendar years of service - thirty-six (36) calendar days.

16.3 After the completion of twenty (20) calendar years' service, twenty-eight (28) additional calendar days will be granted as annual leave, to be taken at the option of the employee, and that a similar allowance shall be made at the completion of twenty-five (25) calendar years' service and each subsequent five year period thereafter. PROVIDED HOWEVER, when an employee who is entitled to additional leave elects to take such leave, he shall make application to the Fire Chief within thirty (30) calendar days following the date of the publication of the annual vacation schedule for the employees by the Department, stating the period when he will be absent on leave; any application for additional leave may be amended or changed by the applicant within the prescribed thirty (30) calendar day period; any application for additional leave or any application to amend or change any application for additional leave made following the expiration of the prescribed thirty (30) calendar-day period may be refused by the Fire Chief, if, in his opinion, the exigencies of the Department necessitate such refusal, but such applications shall not be unreasonably refused by the Fire Chief. It is further understood and agreed that a maximum of two (2) employees per shift may be absent on leave at any one time pursuant to this Clause 16.3.

16.4 Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth ($1/12$) of their vacation entitlement for that year for each month or portion of a month greater than one-half ($1/2$) worked to the date of termination.

16.5 All vacations shall commence on the first duty shift after the employee's days off and all employees covered by Clause 16.1 shall have vacations allotted on a duty shift basis PROVIDED THAT:

- (a) "Calendar Year" for the purpose of this Agreement shall mean the twelve month period from January 1st to December 31st, inclusive.
- (b) In all cases of termination of service for any reason other than retirement on Superannuation or on attaining maximum retirement age, adjustment will be made for any over-payment of vacation.
- (c) Employees leaving on Superannuation, or upon leaving at reaching maximum retirement age, are entitled to vacation as follows:

If retiring prior to April 1st, they receive half of the usual Annual Vacation.

If retiring April 1st or later, they receive the full Annual Vacation.

17. PUBLIC HOLIDAYS

- 17.1 All Firefighters, Lieutenants, Captains and District 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 eleven (11) duty shifts which shall be scheduled separately from their annual vacations: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, 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, Lieutenant, Captain or District 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 per centum (50%) of his regular rate of pay (calculated on an hourly basis) for each of the hours worked by him 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, during his first part calendar year of service and during his 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 his period of service in such part calendar year.

- 17.4 Those employees who are employed in the Fire Prevention Division, Training Division and Mechanic shall be entitled to observe the following public holidays without reduction in their regular wages or salary: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, 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 him 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 Employees who are covered by Clause 17.4 and are on a four (4) day work week schedule, shall be credited with seven (7) hours overtime with respect to each public holiday listed in Clause 17.4 which falls on or is observed on one of their scheduled days off.
18. CLOTHING
- 18.1 The City shall supply every employee covered by this Agreement with a uniform, and shall issue annually to each employee: two pair trousers, four shirts, one pair of boots and one tie.
- 18.2 During the first two full years and every second year thereafter the City shall supply every employee with a work jacket.
- 18.3 A cap and belt shall be issued with the original uniform issue and every third year thereafter.
- 18.4 A tunic shall be issued with the original uniform issue and every seventh year thereafter.
- 18.5 A cold weather coat shall be issued with the original uniform issue and every tenth year thereafter.
- 18.6 Fire Prevention Staff, Training Office Staff and Firefighting Officers shall receive dress shirts in lieu of work shirts.
- 18.7 The last issue of all clothing referred to herein shall be returned by every employee leaving the service of the City excepting those employees retiring on superannuation.

19. UNIFORM CLEANING

- (i) The City shall pay for the cleaning of the following items of clothing issue for all employees who are required to wear a uniform in the performance of their duties, in accordance with the maximums specified:
- 1 work or dress shirt per working shift;
 - 1 pair trousers per 2 working shifts; and
 - 1 work jacket, tunic, cold weather coat or raincoat per working month.
- (ii) The City shall designate a cleaning establishment which will be authorized to perform cleaning for employees as set out under Section 19(i) above.
- (iii) Uniform items cleaned pursuant to Section 19(i) above may be both deposited at and retrieved from any one of the designated cleaning establishments by the employee or by his designate, while off duty, in accordance with the administrative procedures established by the City from time to time.

20. FIREFIGHTING EQUIPMENT

- 20.1 The City will provide every employee covered by this Agreement whose duty includes the fighting of fires, with firefighting equipment which shall include rubber boots, safety boots, a helmet, a service coat, service trousers, suspenders and any such equipment as may be recommended by the Department and approved by the City. All employees shall have safety equipment replaced when it becomes no longer serviceable.
- 20.2 All such equipment shall be returned to the City when the employee ceases to perform such duty and may be re-issued, if serviceable, to a replacement.

21. TELEPHONE

Every employee covered by this Agreement shall have a telephone in his residence.

22. INSTRUCTORS' ALLOWANCE

Effective 1998 October 26, when an employee is a certified instructor and is required to instruct courses in the First Responder Program; High Angle Rescue; Water Rescue; and/or the Driver Training Program, that employee shall be paid one hour's pay for each shift or part shift that the employee so instructs. It is understood that the Department may designate additional training programs to qualify pursuant to this provision.

23. EMPLOYEE BENEFITS

It is agreed that the following employee benefits will be continued for the term of this Agreement.

- 23.1 The City agrees to deduct from each employee covered by this Agreement, and to remit to the appropriate Insurance Company, an amount equal to the premium for an additional Accidental Death and Dismemberment Policy.
- 23.2 After six (6) completed calendar months of continuous service, a regular employee shall be granted sick leave with pay on the basis of one and two-thirds ($1\frac{2}{3}$) working days per month, accumulative to a maximum of two hundred and sixty-one (261) working days, retroactive to the first completed calendar month of employment.
- 23.3 In the same case of sick leave, an employee shall be allowed sick leave with pay for a period of three (3) days without producing a Medical Certificate. However, in the event that the Fire Chief is not satisfied that such absence is caused by illness, said Fire Chief may require a Medical Certificate.
- 23.4 (i) It is further agreed and understood that each employee shall be credited with gratuity pay of one (1) working day for each three (3) months to accumulate to a total of one hundred twenty (120) working days, PROVIDED THAT gratuity deductions for sick leave shall not exceed one (1) working day in any one (1) three-month period or for any one illness.
- (ii) (a) An employee or his estate (as the case may be) shall be entitled to payment in cash for gratuity days accumulated in the event of normal retirement at minimum to maximum age, death in the service, permanent disability or leaving the service after completion of ten (10) years' service.
- (b) An employee who has completed three (3) years' continuous service with the City may elect, prior to the end of any calendar year but subsequent to the completion of such service, to be paid in cash for all or a portion of the gratuity days that he has accumulated up to and including the year in which such election is made, and the employee shall be paid therefore in the following calendar year at a time to be chosen by him, which payment shall be computed on the basis of his regular rate of pay in effect in that year; PROVIDED HOWEVER that if any such employee who receives any payment from the City pursuant to this Clause 23.4(ii)(b) leaves the service of the City prior to the completion of ten (10) years' continuous service with the City such employee shall reimburse the City for all payments so made by the City computed on the

basis of the employee's regular rate of pay in effect at the date of the termination of his employment.

- (c) Subject to the provisions of paragraph (d) of this Clause 23.4(ii), an employee who terminates his employment after completing not less than ten (10) years of continuous service, shall be entitled to be paid in cash for all gratuity credits accumulated up to the date of his termination of employment.
- (d) It is further provided that if an employee is discharged from the service of the City for any of the following causes, he shall not necessarily receive all or any accumulated gratuities:
 - (1) Being found, while employed, under the influence of alcohol or a drug (not prescribed by a physician, and if he has refused to obtain proper medical attention for his condition);
 - (2) Being found, while employed, in possession of alcohol or a drug under circumstances that suggest that such alcohol or drug has, is, or is about to be consumed by such employee during the hours of his employment, and if he has refused to obtain proper medical attention for his condition;
 - (3) Theft or conversion of Municipal property;
 - (4) Wilful damage to Municipal property.

23.5 The City will forward to the Union a list of employees' accumulated Sick Leave and Gratuity Day credits, the said list to be updated and supplied annually.

23.6 Sick Leave Reimbursement

Effective 1998 October 26, the Employer is subrogated to the rights of an employee who has received Sick Leave benefits pursuant to Clause 23 of this Collective Agreement, against any third party liable to that employee for damages. The Employer shall reimburse the employee the cost of the legal fees certified by the employee's legal counsel as being attributable to proving the wage/benefit loss claim. The employee shall not enter into any agreement for payment of legal fees relating to the wage or benefit portion of a claim for damages without the prior written consent of the Director, Human Resources. Where a claim for damages is made to the courts the employee, or his or her representative, shall request the presiding judge, or judge and jury, to specify the amount of any such award, plus interest, which is attributable to recovery of wages and benefits.

Upon reimbursement by the employee of awarded wage and/or benefit monies, the Employer will credit the employee with the number of sick leave and gratuity days which he/she would otherwise have earned but for the disability giving rise to the referenced action. This provision includes actions or claims made to ICBC.

24. EMPLOYEE BENEFITS - 1990

It is agreed that, in consideration of the inclusion of Section 6.2 of Clause 6 in this Collective Agreement, the following employee benefits will be continued for the term of this Agreement:

- 24.1 M.S.P. coverage after completion of six (6) months' continuous service, with the City paying one hundred percent (100%) of the premium.
- 24.2 Dental coverage after completion of six (6) months' continuous service in the form of 100% payment for Plan 'A', 60% for Plan 'B' (effective 1998 December 01, 75% for Plan B) and 50% for Plan 'C'. The lifetime maximum payable under Plan 'C' shall be \$1500 for dependent children only (effective 1999 January 01, \$3,000 for employees and their dependents.). The City shall pay one hundred percent (100%) of the premiums for the Dental Plan.
- 24.3 Extended Health Benefits coverage after completion of six (6) months' continuous service, including hospital co-insurance; and Vision Care to a maximum of one hundred fifty dollars (\$150.00) per person (effective as soon as possible following 1998 October 26, two hundred dollars (\$200.00) per person; effective 1999 January 01, two hundred fifty dollars (\$250.00) per person) in any twenty-four (24) month period, with the City paying one hundred percent (100%) of the premium.
- 24.4 (a) Group Life Insurance Coverage after completion of six (6) months' continuous service shall be calculated on the basis of \$1,000.00 of insurance for each \$1,000.00 of gross basic annual salary including service pay, which salary shall be computed to the next highest \$1,000.00.
- (b) The City will also provide to all employees after completion of six (6) months' continuous service and during the period when they have no vested interest in the Municipal Superannuation Plan, an additional amount of life insurance coverage equal to that which is provided under part (a) above.
- (c) The employee shall be entitled on retirement at pensionable age to a reduced insurance coverage of one thousand dollars (\$1,000).
- (d) The City shall pay one hundred percent (100%) of the premiums for Group Life Insurance.

24.5 Special Pension Agreement

The City shall contribute, after completion of six (6) months' continuous service, two and one-half percent (2½%) of each employee's basic monthly salary, to be an additional contribution pursuant to the Special Agreement provisions of the Pension (Municipal) Act, provided that each such employee has completed six (6) months of service and as a condition of employment shall be required to contribute two percent (2%) of his basic monthly salary as an addition to Municipal Superannuation.

25. MATERNITY AND PARENTAL LEAVE

Effective 1998 October 26:

(a) Length of Leave

Birth Mother

A pregnant employee shall be entitled to up to eighteen (18) consecutive weeks of maternity leave and up to twelve (12) consecutive weeks of parental leave. All such leave shall be without pay, subject to any compensation entitlements which shall be available to employees in accordance with section (f) below. The parental leave must immediately follow the maternity leave.

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

Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to twelve (12) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6)

months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed thirty-two (32) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (4) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (5) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date of birth.

(c) Return to Work

On resuming employment an employee shall be reinstated to their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to use sick leave during the period of leave.

- (2) Notwithstanding paragraph (d)(1), an employee on maternity leave or parental leave who has notified their Department Head of their intention to return to work pursuant to paragraph (b)(3) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (2) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Pension (Municipal) Act.

(f) Maternity Leave Supplemental Unemployment Benefit Plan

The Employer and the Union agree to implement a Supplemental Unemployment Benefit (SUB) Plan as follows:

1. Birth mothers who are entitled to maternity leave as provided for in this Section of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SUB Plan payments.
2. Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SUB Plan payments.
3. The SUB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth, or as provided for in Paragraph 2 above.
4. 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 and is paid as follows:

- (a) For the first six (6) weeks, which includes the two (2) week Employment Insurance waiting period; and
 - (b) Up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
5. The Plan meets the requirements of Section 38 of the EI Regulations, specifically that, when combined with a employee's weekly EI benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
 6. Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SUB Plan, the Employer does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

(g) Protection of the Unborn Child

Upon the request of a pregnant employee, the Employer shall endeavor to temporarily transfer the employee out of the Suppression Division for the duration of the pregnancy; in any event, the employee shall be relieved of Suppression duties. The employee shall not suffer any loss of pay or benefits during the time of temporary transfer or relief.

In the event a pregnant employee has not requested a temporary transfer as outlined in the paragraph above, and if in the opinion of the Fire Chief, is no longer able to effectively perform their duties as a direct result of the pregnancy, the Employer reserves the right to temporarily transfer the pregnant employee until termination of the pregnancy. An employee shall suffer no loss of pay or benefits during the temporary transfer.

26. SUPERANNUATION AND RETIREMENT

- 26.1 All employees eligible shall be covered by the provisions of the Pension (Municipal) Act.
- 26.2 Subject to Section 9(1) of the Pension (Municipal) Act R.S.B.C. 1979 c.317, the City agrees to participate as to one-half the cost determined by the Commissioner of Municipal Superannuation to extend the pensionable service of an employee covered by this Agreement up to a maximum of six months. It is understood that this extension shall represent that period of time served by the employee in a probationary capacity as an employee of the Richmond Fire Department and which has not heretofore been considered as pensionable service. This benefit shall be subject to the following conditions:
- (a) Only an employee with a vested interest in the Pension (Municipal) Act and who has reached the minimum age of retirement as defined in the Pension (Municipal) Act shall be eligible; and
 - (b) An employee who wishes to take advantage of this benefit shall give at least six (6) months' notice in writing in advance of the date at which he wishes to retire and makes such arrangements as may be necessary as regards his own contribution.
- 26.3 Each employee bound by this Agreement shall, upon reaching the maximum retirement age of 60 years, be Superannuated from the Fire Department, effective the end of the calendar month in which he reaches his 60th birthday.
- 26.4 Each employee eligible for Superannuation shall, prior to the effective date of his Superannuation, be entitled to such amount of annual vacation for the calendar year in which the effective date falls, as is in Clause 16.5(c) of this Agreement provided.
- 26.5 Each employee shall take all due Annual Vacation and Public Holiday time, and all due accumulated paid leave time, prior to the effective date of such employee's Superannuation.

27. JURY DUTY

Any employee called for Jury Duty or as a Crown Witness will be allowed time off during the period of such duty. The employee's regular pay will be continued and any remuneration received for such duty will be remitted to the Personnel Director.

28. WORKERS' COMPENSATION BOARD

- (a) Employees absent from duty due to personal injury by accident arising out of and in the course of their employment, shall receive full salary during such absence for so long as the Workers' Compensation Board remits their compensation allowance to the City.
- (b) Notwithstanding Subsection (a) above, employees absent from duty due to personal injury by accident arising out of and in the course of their employment, shall receive normal net take-home pay (as opposed to regular gross pay) for so long as the Workers' Compensation Board remits their time-loss compensation to the City.

In the event that an employee was acting in a higher capacity (pursuant to the provisions of Clause 9) at the time the injury was sustained, then "normal net take-home pay" shall be calculated based upon the rate in effect for the higher capacity class or rank. Similarly, in the event that an employee was scheduled to act in a higher capacity at any time during the period of the compensable absence, then for such period(s) that he was scheduled to so act, "normal net take-home pay" shall be retroactively calculated based upon the rate in effect for the higher capacity class or rank.

29. UNEMPLOYMENT INSURANCE

All employees shall be covered by the provisions of the Unemployment Insurance Act, and the City and the employees shall contribute thereto.

The benefits that are presently received under the Sick Leave provision of the present Collective Agreement shall not be reduced by the introduction of the Disability Income Benefits of the Unemployment Insurance Act.

Any savings to the City as a result of the Disability Income Benefits of the Unemployment Insurance Act shall be passed onto the employee in the form of some other benefits as may be determined by the Joint Committee.

30. ABSENCE FROM DUTY OF UNION OFFICIALS

Leave with pay shall be granted to Officers of the Union upon application to and permission of the Personnel Department in each specific case, when it becomes necessary to transact business affecting the members of the Union.

31. GRIEVANCE PROCEDURE

Effective 1998 October 26:

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:

- (a) The aggrieved employee or the Union shall, in the first instance, give in writing, full particulars of the grievance to the Fire Chief; however, 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 employees involved.
- (b) If the alleged grievance is not settled by the Fire Chief within seven (7) days, the matter shall be referred to the Employer's Grievance Committee, which shall arrange for meetings with the Union within seven (7) days from receipt of such request.
- (c) 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 Employer's Grievance Committee.
- (d) If no settlement is reached with the Employer's Grievance Committee within seven (7) days, then the grievance shall be finally and conclusively settled without stoppage of work by submission to a Board of Arbitration within ninety (90) days of the Employer's Grievance Committee issuing its final response to the Union.

32. ARBITRATION

Effective 1998 October 26:

A Board of Arbitration shall consist of one (1) member appointed by mutual agreement of the Employer and the Union, unless either party wishes the grievance to be heard by a three-person Board of Arbitration, in which case the Employer shall nominate one (1) member and the Union shall nominate one (1) member to the Board, and the two so nominated shall by mutual agreement select a third member who shall be Chairperson of the Board. 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 chairperson.

Should the nominees of the respective parties fail to select a Chairman, then either party to the Agreement may apply to the Minister of Labour for the Province of British Columbia to appoint such third member. The expenses and compensation to the arbitrators shall be borne by the respective parties. The expenses and compensation for the Chairman shall be borne equally between the parties.

33. INTERPRETATION

Effective 1998 October 26, interpretation of this Collective Agreement shall be made by the Director of Human Resources or designate from within the Human Resources Department only, subject to the provisions of Clause 31 of this Agreement.

34. LEGAL COUNSEL

It is agreed between the parties hereto that Schedule "C" annexed hereto shall form part of this Agreement.

35. TRAINING

During the term of this Agreement, a Joint Committee comprised of representatives from the Association, the City's Personnel Department and the Fire Department shall be constituted to develop a training policy within the Fire Department.

36. EMPLOYEE FILES

An employee shall be notified of and supplied with a copy of any material in his file which may jeopardize his continued employment or future promotions.

37. PER DIEM AND EXPENSES

Effective 1998 October 26:

- (a) When an employee is required to travel in accordance with the City's Expense Reimbursement policy, then such employee will receive per diem allowances for meals and expenses in the amount of fifty dollars (\$50.00) in the currency of the country of destination.

- (b) When an employee is required to travel on City business in circumstances which do not qualify for a per diem pursuant to Section (a) above, such employee shall be reimbursed for reasonable expenses supported by receipts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the _____ day of _____ in the year of our Lord, One Thousand Nine Hundred and Ninety-nine (1999).

SEALED with the Seal of the City of Richmond,

SEALED with the Seal of the Richmond Firefighters' Association, Local 1286

and signed by:

and signed by:

MAYOR

PRESIDENT
LOCAL 1286

CITY CLERK

SECRETARY
LOCAL 1286

SCHEDULE "A"CITY OF RICHMOND

AND

RICHMOND FIREFIGHTERS' ASSOCIATION, LOCAL 1286

MONTHLY SALARIES EFFECTIVE
1997 JANUARY 01 - 1999 DECEMBER 31

Key: A = 1997 January 01 - 1997 December 30
B = 1997 December 31
C = 1998 January 01 - 1998 December 31
D = 1999 January 01 - 1999 December 31

<u>Position</u>	<u>Differential</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Firefighter - 1st 6 months	70	3052	3083	3106	3137
- 2nd 6 months	75	3270	3303	3328	3361
- 2nd year	80	3488	3523	3550	3585
- 3rd year	90	3924	3964	3993	4033
- 4th year	100	4360	4404	4437	4481
- 10th year (on completion of 10th calendar year of service)	102	4447	4492	4526	4571
Lieutenant	112	4981	5031	5069	5120
Captain	122	5425	5480	5522	5577
Fire Investigator/Special Hazards Inspector	112	4981	5031	5069	5120
Fire Inspector--Fire Protection Service	112	4981	5031	5069	5120
Assistant Fire Prevention Officer	122	5425	5480	5522	5577
Public Education Officer	122	5425	5480	5522	5577
District Chief	137	6092	6154	6201	6262
	140.2	6235	6298	6345	6409
	142	6315	6379	6427	6491
Chief Training Officer	142	6315	6379	6427	6491

SCHEDULE "A" (cont'd)

Page 3

Key: A = 1997 January 01 - 1997 December 30
 B = 1997 December 31
 C = 1998 January 01 - 1998 December 31
 D = 1999 January 01 - 1999 December 31

<u>Position</u>	<u>Differential</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Assistant Training Officer	122	5425	5480	5522	5577
Chief Fire Prevention Officer	142	6315	6379	6427	6491
Mechanic	117	5203	5256	5295	5348
	122	5425	5480	5522	5577
Assistant Mechanic	102	4447	4492	4526	4571

NOTES: Fire Alarm Operator & Fire Inspector rates as per Firefighter rates.

Firefighter and Assistant Mechanic rates based on 4th year rate; others based on 10th year rate.

Experience of Firefighters, Fire Prevention Inspectors and Alarm Operators shall be credited in respect of all experience gained in any such capacities, e.g., a Fire Prevention Inspector who has two years' experience as a Firefighter shall be paid the rate provided for above as Fire Prevention Inspector, third year.

Applicable to Firefighters and Fire Prevention Inspectors after such employees have completed ten (10) calendar years of service in the Department; such rate shall be paid to them for as long as they continue to hold these respective ranks. Where such employees act in the rank of Lieutenant, they shall be paid at the appropriate rate for the higher rank.

SCHEDULE "B"42 HOUR WEEK 2 PLATOON

<u>Week</u>	<u>Platoon</u>	<u>Sun.</u>	<u>Mon.</u>	<u>Tues.</u>	<u>Wed.</u>	<u>Thurs.</u>	<u>Fri.</u>	<u>Sat.</u>
1	Day	A	A	B	B	C	C	D
	Night	D	D	A	A	B	B	C
<hr/>								
2	Day	D	A	A	B	B	C	C
	Night	C	D	D	A	A	B	B
<hr/>								
3	Day	D	D	A	A	B	B	C
	Night	C	C	D	D	A	A	B
<hr/>								
4	Day	C	D	D	A	A	B	B
	Night	B	C	C	D	D	A	A
<hr/>								
5	Day	C	C	D	D	A	A	B
	Night	B	B	C	C	D	D	A
<hr/>								
6	Day	B	C	C	D	D	A	A
	Night	A	B	B	C	C	D	D
<hr/>								
7	Day	B	B	C	C	D	D	A
	Night	A	A	B	B	C	C	D
<hr/>								
8	Day	A	B	B	C	C	D	D
	Night	D	A	A	B	B	C	C

This Schedule "B" shows the duty shifts worked by all groups. Day shifts comprise ten (10) hours of duty, and night shifts comprise fourteen (14) hours of duty. All employees covered by this Schedule "B" work a total of three hundred and thirty-six (336) hours in each cycle.

SCHEDULE "C"

LEGAL COUNSEL - if charged under the Criminal Code

- (1) The City agrees to contribute, in the manner set forth in Paragraph (2), to the cost of one solicitor retained by any employee covered by the terms of this Agreement who is:
- (a) charged with an offence under the Criminal Code of Canada, or under any Federal or Provincial Statute; or
 - (b) summonsed to a Coroner's Court as a witness under circumstances where it is likely (in the absolute discretion of the City) that Criminal or Statutory charges will be laid against the employee at the conclusion of the Inquest;

where the events which constitute the alleged or anticipated offence arose under circumstances where the employee was following authorized instructions of his supervisor and was carrying these out in the manner required by the City and his actions arose out of and in the course of his employment.

- (2) In those cases where the City undertakes to contribute to the legal fees of an employee, such fee shall be based upon the following schedule:

A. PROVINCIAL, COUNTY AND CORONER'S COURTS

\$ 40.00 per hour, up to a maximum of 3 hours for preparation.

\$100.00 per day for trial, hearing, or appeal.

\$ 60.00 per ½ day for trial, hearing or appeal.

\$ 40.00 per appearance upon taking of a plea or upon adjournment.

B. SUPREME AND APPEAL COURTS

\$ 50.00 per hour, up to a maximum of 5 hours for preparation.

\$200.00 per day for trial or appeal.

\$120.00 per ½ day for trial or appeal.

\$ 50.00 per appearance upon adjournment.

- C. During the term of this Agreement Subsections 2(A) and 2(B) will be amended to reflect any changes in fees as established by the B.C. Bar Association during the year.
- (3) In the event that more than one employee has retained the same lawyer in the same action, the City will not be obliged to pay more than one contribution to legal fees in such action.
- (4) If more than one employee is charged with an offence, or summonsed to a Coroner's Court, under conditions outlined in Paragraph (1), where the alleged or anticipated offences arose out of the same incident or a closely related series of incidents, the City will not be obliged to pay more than one contribution to legal fees for the group of employees so charged or summonsed; provided, however, should the City and a given member of such group of employees agree that the circumstances surrounding the incident clearly indicate a conflict of interest between the employee and one or more of the other employees, then the City will contribute separately to such employee's legal fees.
- (5) Claims processed in a Civil Court against an employee arising out of the performance of his duties shall be dealt with as provided for in the "Richmond Officers' and Employees' Indemnification Against Actions By-Law No. 3153 (1975).

SCHEDULE "D"MISCELLANEOUS 1981 NEGOTIATED ITEMS

1. It is understood and agreed between the parties that during the term of the new collective agreement a joint committee shall be established for the purposes of reviewing the City's Fire Department equipment manning standards and the command levels of any second pumper companies or new equipment to be introduced into the Fire Department. The joint committee shall report its findings and recommendations to the Fire Chief.
2. Subject to approval by the parties of the Terms of Reference to be developed governing the classification and salary reviews referenced below, it is agreed that the G.V.R.D., Labour Relations Department will undertake a classification and salary review of the below-noted positions. It is understood and agreed between the parties that all changes which flow out of these reviews are to become effective on 1982 January 01. The positions to be reviewed are:
 - District Chief
 - Fire Department Mechanic
 - Commanding Officer of the Rescue and Safety Truck
 - Commanding Officer of the Aerial Ladder Truck
 - Fire Prevention Inspector
3. It is understood and agreed between the parties that the matters referred to under the Union's proposal #17 (i.e., filling of vacancies) will become the subject of review and discussion between the parties during the term of the new Collective Agreement.

SCHEDULE "E"LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF RICHMOND
(hereinafter called "the Employer")

AND

THE RICHMOND FIREFIGHTERS' ASSOCIATION, I.A.F.F. LOCAL 1286
(hereinafter called "the Association")

The Employer and the Association agree as follows:

1. that the incumbents of the positions of District Chief, Chief Training Officer and Chief Fire Prevention Officer as at the date of ratification of this Memorandum of Agreement shall continue to occupy such positions until each such incumbent retires, or terminates his employment with the Employer, or is promoted, whichever first occurs;
2. that in the event that either Captain Ross or Captain Plecas is unsuccessful in seeking promotion to the rank of District Chief, he shall nonetheless be paid at the rate of District Chief from the date he would otherwise have been promoted, until such time as he retires, terminates his employment with the Employer or is promoted, whichever first occurs;
3. that the allocation of acting time within positions covered by the scope of the Association's bargaining certificate shall continue to be governed by the policy guidelines in place as at the date of ratification of this Memorandum of Agreement;
4. that a joint Association/Employer committee shall be established comprising three (3) members appointed by the Association and three (3) members appointed by the Employer. The purpose of the Joint Committee shall be to review the qualifications, standards, requirements and training appropriate to establish eligibility for promotion to the ranks of District Chief, Chief Training Officer and Chief Fire Prevention Officer. It is understood and agreed that the Joint Committee shall have no powers of implementation, but shall submit its recommendations to the Fire Chief for disposition.

It is further understood and agreed that an established prerequisite for promotion to the rank of District Chief is a minimum period of service as a confirmed Captain of three (3) years with the Richmond Fire Department; and that an established prerequisite for promotion to the ranks of Chief Training Officer and Chief Fire Prevention Officer is appointment as a confirmed officer with the Richmond Fire Department; and

- 5. that in the event that any of the following five (5) named Captains are both
 - (a) prepared to accept assignments as Acting District Chief; and
 - (b) are unsuccessful in competing for a position as a confirmed District Chief,

then from the date that he would otherwise have been appointed as a confirmed District Chief, he shall commence receipt of a premium of ten percent (10%) of his regular, classified rate of pay, such premium to continue until such time as he retires, terminates his employment with the Corporation, or is promoted, whichever first occurs.

The five (5) named Captains referenced above are:

Captain Blow

Captain Ducette

Captain Gordon

Captain Zerbe

Captain Creighton

DATED this 19th day of July in the District of Burnaby.

NEGOTIATORS FOR THE EMPLOYER:

NEGOTIATORS FOR THE ASSOCIATION:

"James P. Ellis"

"Geoff Lake"

"Ted Lorenz"

"D. Jensen"

"Gerry Browne"

"Bruce B. Johnson"

SCHEDULE "F"

The Employer and the Union agree that for the period 1997 January 01 through 1999 December 31, the following terms and conditions shall be added to Clause 18 and shall be effective in place of those contained in Clause 18 of the 1991 Collective Agreement:

18. Clothing

18.1 The City shall supply every employee covered by this Agreement with a uniform.

18.2 The initial uniform issue shall include:

- two pair of trousers
- four shirts
- two pair of boots (see also Clause 12.3)
- one cap
- one cap badge
- one tunic
- one belt
- one cold weather coat
- one tie
- one work jacket

18.3 Annual Uniform Issue

Upon request of the employee through annual submission of a standard form, the City shall provide uniform clothing from the following list of eligible items to a maximum of 360 uniform allotment points.

(A)	Shirts (dress, work, long and short sleeve)	15 points
	Trousers	61 points
	Boots/shoes	83 points
	Tunic	186 points
	Eisenhower	125 points
	Cold weather coat	293 points
	Tie	2 points
	Cap	25 points
	Belt	11 points
	Work jacket	52 points
(B)	T-shirt (maximum 6 per year)	9 points
	T-shirt - long sleeve (maximum 6 per year)	11 points
	Socks (maximum 12 per year)	3 points

SCHEDULE "F" (cont'd)

V-neck wool sweater (maximum 1 per year)	52 points
Vest (maximum 1 per year)	50 points
Gym shorts (maximum 6 per year)	11 points
Sweat pants (maximum 2 per year)	22 points

NOTE: A maximum of 180 of the annual total of 360 allotment points may be used on "B" type issue per year.

(C) Mess Kit:

Jacket and trousers	356 points
Cummerbund	40 points
Tie	14 points
Shirt	48 points
Suspenders	14 points

18.4 There will be no carry-over nor banking of uniform allotment points from year to year.

18.5 Subsection (i) of Clause 19 of the Collective Agreement shall be amended for the duration of this Agreement (i.e., until 1999 December 31) by the addition of:

1 sweater or vest per month

to the list of eligible items.

18.6 The parties agree to review this Agreement prior to 1999 December 31 in order to determine if the Agreement is to be

- ◆ continued beyond 1999 December 31;
- ◆ amended and continued beyond 1999 December 31; or
- ◆ terminated effective 1999 December 31.

In the event that the parties are unable to agree to amend and/or extend this Agreement, the terms and conditions of Clause 18 and 19 of the 1991 Collective Agreement shall once again apply commencing 2000 January 01.