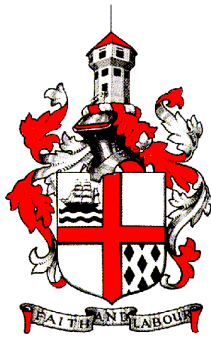


AGREEMENT

BETWEEN

THE CITY OF NANAIMO



AND

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 905**



January 1, 2023 – December 31, 2024

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THIS AGREEMENT dated the 27th day of May, 2024.

Effective January 1, 2023 – December 31, 2024

BETWEEN: CITY OF NANAIMO
(Hereinafter called the "City" or the "Employer")

AND: INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 905
(Hereinafter called the "Union")

1. PREAMBLE

WHEREAS IT IS THE DESIRE OF BOTH PARTIES TO THIS Agreement to maintain the existing, harmonious relationship between the City and employees of the Fire Department, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions; to promote the morale, well-being and security of those employees included in the bargaining unit.

AND WHEREAS it is now desirable that the terms be reduced to writing, THE PARTIES THEREFORE AGREE AS FOLLOWS:

2. RECOGNITION

The City approves and recognizes the Union as the sole bargaining agency on behalf of the employees of the Fire Department.

3. UNION SECURITY

All employees covered by this Agreement shall, as a condition of employment, immediately become and remain members of the Union in good standing. The City shall at the time of engaging further employees, advise such employees of this Agreement and the terms and provisions thereof.

4. RESTRICTION OF DUTIES

No employee covered by this Agreement shall be required to perform any work or duty not in any way connected with:

- (a) The prevention and suppression of fire.
- (b) Rescue and life-saving duties.
- (c) The routine housekeeping maintenance of apparatus, equipment and real property relating to (a) and (b) above.

5. UNION ACTIVITY

There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for their activity on behalf of, or membership in, the Union.

6. DUES CHECK OFF

The City shall deduct from the wages of any employee who is a member of the Union, all Union dues and assessments levied in accordance with the bylaws of the Union, and will promptly forward all monies so deducted to the Treasurer of the Union.

7. LEAVE FOR UNION BUSINESS

- (a) Representatives of the Union shall be granted leave of absence (by providing suitable relief) to attend to Union business.
- (b) When such Union business is with the Employer or its representative, the representative of the Union shall attend such business without loss of pay and the Union shall provide suitable relief, if required by the Employer. When the representative of the Union is on "light duty" at the time, the Union does not need to supply relief.

8. BARGAINING COMMITTEE

The City and Union will appoint and maintain a Bargaining Committee (hereinafter referred to as the "Bargaining Committee"). The Bargaining Committee shall consist of up to six (6) members of the Labour Relations Committee of the City together with up to six (6) members elected by the Union and certified under appropriate statute. The Bargaining Committee shall deal with all matters relating to rates of pay, hours of work or other working conditions which may arise during the term of this Agreement. In the event of either of the parties of the Bargaining Committee wishing to call a meeting of the Committee, the Director of Human Resources of the City shall call the same for a suitable time not more than ten (10) days after the receipt of a request from the party requesting such a meeting.

The Fire Chief and the Director of Human Resources will be advised of the names of members of the Union's Bargaining Committee.

9. HOURS OF WORK

The hours of work for all employees covered by this Agreement shall be as follows:

(a) Operations Division

The hours of duty shall be averaged at forty-two (42) hours per week based upon a seven (7) day week. A work week shall consist of two (2) consecutive ten (10) hour day shifts commencing at 08:00 hours, immediately followed by twenty-four (24) hours off duty, immediately followed by two (2) consecutive fourteen (14) hour night shifts commencing at 18:00 hours and then four (4) days off.

(b) Fire Prevention Division

The normal work week for those employees performing fire prevention services will be a modified compressed work week consisting of thirty-eight (38) hours which shall include a half hour working lunch break; any alteration to the schedule will be by mutual consent. Evening shifts shall be involved when required.

For all employees hired into the Division after December 31, 2023, the hours of work shall be a five (5) day work week, with an eight (8) hour day and a one half (½) hour unpaid lunch break; any alteration to the schedule will be by mutual consent. Evening shifts shall be involved when required.

(c) Pre-Planning Division

The normal work week for those employees performing fire pre-planning services will be a modified compressed work week consisting of thirty-eight (38) hours which shall include a half hour working lunch break; any alteration to the schedule will be by mutual consent.

For all employees hired into the Division after December 31, 2023, the hours of work shall be a five (5) day work week, with an eight (8) hour day and a one half (½) hour unpaid lunch break; any alteration to the schedule will be by mutual consent.

(d) Duration and Posting of Schedules

The Employer shall set up a master shift schedule of a one (1) year period, posted annually in convenient locations accessible to employees (such as a bulletin board) and copies forwarded to the Union Representative (designated by title) on a timely basis which will cover the normal staffing requirement on each shift.

(e) No change shall be made in the work week schedule presently in effect without notice first being served on the Union at least thirty (30) days before such change is proposed to become effective in order that the Union shall have an opportunity of considering such proposal, and if thought necessary, of protesting same to the Bargaining Committee. No change shall be made in the work week schedule in effect at the time notice is issued as aforesaid while negotiations on the matter are continuing, it being understood that this has reference to the Fire Department's work week schedule and not the individual's schedule.

10. GRIEVANCE PROCEDURE

Should any difference arise between either party of this Agreement concerning its interpretation, application, operation or alleged violation thereof an earnest effort shall be made to settle the dispute in the following manner:

First Step

A Union representative(s) shall refer the matter directly to the Fire Chief or designate within thirty-five (35) calendar days of the occurrence. The aggrieved employee(s) may also attend the first step meeting.

Second Step

If the alleged grievance is not settled within seven (7) calendar days of being referred to the Fire Chief or designate, the matter shall be referred in writing to the Director of Human Resources. The Director of Human Resources or designate shall arrange for meetings with the Union within seven (7) calendar days from receipt of such request. The Director of Human Resources or designate shall respond in writing.

Third Step

If the alleged grievance is not settled within seven (7) calendar days of being referred to the Director of Human Resources or designate, the matter shall be referred to the City Manager, or designate. The City Manager or designate shall arrange for meetings with the Union within fourteen (14) calendar days from receipt of such request. The City Manager or their designate shall respond in writing.

Fourth Step

If no settlement is reached within seven (7) calendar days after referral to the City Manager or designate, then the grievance shall be conclusively settled without stoppage of work by submission to Arbitration. This submission shall be made within thirty (30) days upon receipt of the City Manager's or designate's answer at Step Three.

Arbitration

- (a) Where a matter has been referred to Arbitration the parties may agree to have the matter heard by a single arbitrator mutually agreed upon by the parties. The jurisdiction of the single arbitrator shall be the same as that of a Board.
- (b) Failing agreement on a single arbitrator the matter shall be referred to an Arbitration Board consisting of two (2) members and a Chair.
- (c) Each party to this Agreement shall appoint a member to the Board within seven (7) days of notification to arbitrate. The Board members shall select a Chair within seven (7) days of their appointment. If the Board members fail to appoint a Chair the appointment shall be made by the Minister of Labour of the Province of British Columbia.

- (d) The Arbitration Board shall have the power to dispose of all grievances including discharge and discipline by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement by adding, deleting, amending, altering, or modifying any of its terms and conditions.
- (e) The Board shall deliver its decision in writing to each of the parties within thirty (30) days giving reasons for the decision and the award of the majority of the Board shall be final and binding on all parties.
- (f) Each party will bear the costs and expenses of its appointee to the Arbitration Board and shall share equally the cost and expenses of the Chair.

Time Limits

The time limits as outlined may be extended by mutual agreement in writing.

Policy or Group Grievances

Group grievances or policy grievances may be submitted by the Union at Step Two of the grievance procedure.

11. DISCIPLINE AND DISCHARGE

- (a) No employee shall be disciplined or discharged without just cause. A claim that an employee has been disciplined or discharged without just cause may be the subject of a grievance and dealt with as herein provided. In the event suspension or discharge is modified or rescinded the employee(s) affected shall be reimbursed for any such modified loss of wages or benefits.

- (b) Driver's Licence Suspension

City policy with regard to this type of incident is as follows:

A member of I.A.F.F., Local 905, requiring a valid Driver's Licence as a condition of their employment with the City of Nanaimo and that licence is suspended by the laws of the land:

First Offense:

A suspension of forty-eight (48) hours employment without pay.

Second Offense:

One pay increment reduction in pay not to exceed eight (8) working months. It is agreed and understood that the employee's rank and duties would not be altered for this second offense.

In the event the suspension is the result of the driving or operation of City-owned vehicles or equipment the City shall invoke such disciplinary action as it deems appropriate under the circumstances.

- (c) Employees may request the removal of disciplinary letters of a minor nature (i.e. discipline that does not involve a suspension, demotion or discharge) from their

personnel files after thirty-six (36) months have expired from the date such letter was placed therein. The Employer shall not unreasonably deny requests to remove such letters, provided the employee has received no other discipline during this period.

12. PERSONNEL REDUCTION

In the event that Layoffs should become necessary, the employee(s) with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. Time in the bargaining unit shall constitute total seniority. No new employees shall be hired until all laid-off employees have been given ample opportunity to return to work.

13. SENIORITY

Schedule E attached hereto shall form and become part of this Agreement and shall show the seniority of the members covered by this Agreement. The order of placement of a new employee at the bottom of the seniority list, when more than one employee commences employment on the same day, shall be decided by the City based on the percentage marks of testing prior to the employee's first day of employment, or the designated date of employment stipulated by letter.

14. PROMOTIONAL POLICY

The following procedure shall govern all promotions within the bargaining unit.

Non Officer Promotions

(a) Operations Division

First Year through Fourth Year

Level I One year service plus the successful completion of the NFPA Standard for Fire Fighter I.

Level II Two years service plus the successful completion of the NFPA Standard for Fire Fighter II and the NFPA Standard for Apparatus Driver and Pump Operator.

Senior Fire Fighter

At the completion of ten (10) years of service, a Fire Fighter Level II will be promoted to the position of Senior Fire Fighter.

(b) Fire Prevention Division

First Year through Fourth Year

Level I One year service plus the successful completion of the NFPA Standard for Fire Inspector I.

Level II Two years service plus the successful completion of the NFPA Standard for Fire Investigator.

Level III Three years service plus the successful completion of the NFPA Standard for Fire Inspector II.

Senior Prevention Officer

At the completion of ten (10) years of service, a Fire Prevention Officer Level III will be promoted to the position of Senior Fire Prevention Officer.

(c) Examinations

1. Theory Exams for the NFPA Standard for Fire Fighter I and II shall be drawn from question banks based on Jones and Bartlett and the NFPA Standard for Apparatus Driver and Pump Operator and other identified manuals specifically relating to the NFPA requirements except where specific local knowledge is required.
2. Theory Exams for the NFPA Standard for Fire Inspector I and II, and the NFPA Standard for Fire Investigator shall be drawn from listed sources specifically relating to the NFPA requirements except where specific local knowledge is required.
3. Specific local knowledge shall not count for more than twenty-five percent (25%) of the total examination mark.
4. Practical demonstrations shall require that actual performance and operation be accomplished. An examination board consisting of a Chief Officer and one of the candidate's Company Officers shall assess successful accomplishment of practical skills.
5. The value of each question or practical exercise shall be determined before examinations are held and shall be shown on the examination.
6. The value of each practical exercise shall be identified to the candidate prior to testing.
7. Examination results will be available to applicants within ten (10) days of the completion of the examining process.

8. The passing grade for Fire Fighter levels shall be seventy percent (70%) for both written and practical exercises.
9. Failure to avail oneself of training opportunities does not constitute cause for special consideration.
10. Failure by the Employer to provide the material shall not affect the promotional status of the employee.
11. Examinations shall be conducted at least forty-five (45) days prior to anniversary date of promotion.
12. Should the candidate be unsuccessful, a rewrite shall be scheduled at least fourteen (14) days prior to anniversary date of promotion.
13. Failure to achieve a passing grade at the second examination level shall result in the candidate not advancing to the next classification level for a period of four (4) months. At this time, the candidate shall be re-examined in accordance with the regular examination conditions.

Officer Promotions

(a) Qualifying Standards

The Employer shall provide an Officers' certification program pursuant to the applicable edition of the NFPA Standard for Fire Officer I, II and III.

The Employer shall post a Training Calendar on or before November 1st of each year listing the NFPA Standard for Fire Officer I, II and III training courses to be offered in the next year.

Employees must complete the standard when it is made available to them.

Failure to avail oneself of training opportunities does not constitute cause for special consideration. However, if the employee missed the training opportunities as a direct result of a WorkSafe leave, leave provided under the Employment Standards Act or leaves under Articles 20, 23, 24, 25 or 26 the employee will be admitted to the Pool but will not be able to act and will not be paid for missed opportunities until they have completed the required training and therefore are qualified to perform the officer work of the Pool. In such cases, the employee must attend the next training opportunity for which they are reasonably available and fit to participate. Leaves under Article 22 will be considered with a satisfactory medical certificate under this section as well to ensure the parties fulfill their obligations under the *Human Rights Code*.

- (i) To ensure that the Pool maintains full operational strength, additional qualified employees may be admitted to the Pool on a without prejudice basis.

- (ii) Such employees will remain in the Pool while the unqualified employees achieve the necessary qualifications.
- (iii) When the necessary qualifications are achieved, then the Employee(s) that were added to the Pool to maintain full operational strength will be removed from the Pool.

Failure by the Employer to provide the material shall not affect the promotional status of the employee. In such cases, the employee will be admitted to the Pool and will be paid for missed opportunities, but will not be able to act until qualified by the completion of the required promotional courses. The employee who is admitted into the Pool pursuant to this paragraph must avail themselves of the required training at the next available opportunity for which the Employer provides them with the material to become qualified, or they will be removed from the Pool.

Operations Division

When an employee starts the program for certification of the NFPA Standard for Fire Officer I, II and III pursuant to this Article and the qualification standards at the applicable level change before the employee completes that level, the qualification standard that was in effect at the time the employee started the certification process at that level will continue to apply, not the changed standard for that level.

If a candidate is required to travel in order to take the Officers' certification program courses, the City's policy in effect at the time regarding the reimbursement of travel expenses will continue to apply.

A mark of seventy-five percent (75%) will be required to pass the applicable NFPA Standard for Fire Officer I, II and III courses (including written and oral assignments and examinations and required practical examinations).

When a candidate fails to achieve the required NFPA Standard for Fire Officer I, II and III certification to advance into either the Acting Lieutenants' Pool, the Acting Captains' Pool or the Acting Platoon Captains' Pool, the candidate will be permitted to rewrite the required examinations within ninety (90) calendar days of receiving previous examination results. Failure to pass the required examinations on this second (2nd) attempt will disqualify the candidate from the NFPA Standard for Fire Officer I, II and III certification at that time. The candidate may however apply to take the next NFPA Standard for Fire Officer I, II and III certification course at the failed level that is offered by the Department. In the unlikely event of a failure to pass the required examinations a third (3rd) time, the Fire Chief will evaluate each case on its own merits for future consideration regarding examination eligibility.

(a) Qualifications Requirements:

- (1) Lieutenant: Certification by an accredited entity to the applicable edition of the NFPA Standard for Fire Officer I including the prerequisite of the NFPA Standard for Fire Service Instructor I.

- (2) Captain: Qualified to Lieutenant Level plus certification by an accredited entity to the applicable edition of the NFPA Standard for Fire Officer II plus the NFPA Standard for Incident Safety Officer.
- (3) Platoon Captain: Confirmed Captain level plus certification to the applicable edition of the NFPA Standard for Fire Officer III.
- (4) Evaluation: Must maintain a reasonable and consistent yearly appraisal of overall satisfactory performance as conducted by a Chief Officer and/or a Company Officer.

Fire Prevention

- (1) Prerequisite: Completion of the NFPA Standard for Fire Inspector I and II, and the NFPA Standard for Fire Investigator.
- (2) Theory: The NFPA Standard for Fire Officer I excluding the following:
 - Inspection and Investigation
 - Emergency Service Delivery
- (3) Evaluation: Must maintain a reasonable and consistent yearly appraisal of overall satisfactory performance as conducted by a Chief Officer and/or a Company Officer.

(b) Officers' Pools

- (1) A Pool shall be maintained of four (4) Operations Division employees who have been appointed to the rank of Platoon Captain pursuant to Article 14, Officer Promotions, subsection (a), Qualifying Standards (Schedule F). When vacancies occur in this Pool, the most senior qualified employee shall be added to the bottom of the Pool.
- (2) An Eligibility List (Schedule F) shall be maintained, in seniority order, of Operations Division employees who have qualified for promotion and acting duties to the rank of Platoon Captain. The number of employees on this List shall be double (2:1) the (confirmed) appointed Platoon Captains in the Department.
- (3) A Pool shall be maintained of twenty (20) Operations Division employees who have been appointed to the rank of Captain pursuant to Article 14, Officer Promotions, subsection (a), Qualifying Standards (Schedule B). When vacancies occur in this Pool, the most senior qualified employee shall be added to the bottom of the Pool.
- (4) An Eligibility List (Schedule B) shall be maintained, in seniority order, of Operations Division employees who have qualified for promotion and acting

duties to the rank of Captain. The number of employees on this List shall be equal in number (1:1) to the (confirmed) appointed Captains in the Department.

- (5) A Pool shall be maintained of eight (8) Operations Division employees who have been appointed to the rank of Lieutenant pursuant to Article 14, Officer Promotions, subsection (a), Qualifying Standards (Schedule C). When vacancies occur in this Pool, the most senior qualified employee shall be added to the bottom of the Pool.
- (6) An Eligibility List (Schedule C) shall be maintained, in seniority order, of Operations Division employees who have qualified for promotion and acting duties to the rank of Lieutenant. The number of employees on this (Acting Lieutenants) List shall be equal in number (1:1) to the Acting Captains List.
- (7) A Pool shall be maintained of two (2) Fire Prevention Division employees who have qualified for promotion and acting duties to the rank of Captain pursuant to Article 14, Officer Promotions, subsection (a), Qualifying Standards (Schedule D). When vacancies occur in this Pool, the most senior qualified employee shall be added to the bottom of the Pool.

(c) Appointment of Officers

- (1) Any promotional appointment to the rank of Operations Division Lieutenant shall be first offered to the most senior Pool member** listed on Schedule C.
- (2) Any promotional appointment to the rank of Operations Division Captain shall be first offered to the most senior Pool member** listed on Schedule B.
- (3) Any promotional appointment to the rank of Operations Division Platoon Captain shall be first offered to the most senior Pool member** listed in Schedule F.
- (4) Any promotional appointment to the rank of Captain Fire Prevention shall be first offered to the most senior Pool member** listed on Schedule D.
- (5) Any employee has the right to refuse a promotional appointment without affecting their future promotional status or their position on the applicable list.

** Pool seniority is established from the date of entry into the applicable Pool(s).

Completed Courses

The Union shall be provided a list of courses completed by each employee on November 1st of each year.

Trial Period

Promoted employees shall be given one (1) year to prove satisfactory. Failing to pass the trial period, the employee shall be returned to their former position and rate. Also, persons failing to pass a trial period shall be returned to their positions on the Eligibility List but shall not be eligible to be considered for promotion for a period of one (1) year after returning to their former position.

14.1 INSTRUCTOR'S ALLOWANCE

When an employee is required by the Chief or designate to instruct beyond the requirements in the employee's job description or beyond what is the employee's normal job functions (i.e. specialty instruction), that employee shall be paid, in addition to regular pay, as per the following:

- (a) Employees will receive one (1) hour's pay for instructing up to and including five (5) hours during the employee's regularly scheduled shift; or
- (b) Employees will receive two (2) hour's pay for instructing greater than five (5) hours during the employee's regularly scheduled shift.

It is understood that the Instructor's Allowance applies in addition to straight time pay during normal working hours and if overtime is worked then overtime rates apply. The employee must be recognized as an instructor in that discipline and the training must be authorized in advance by the Chief or designate.

15. DRIVER'S LICENCE MEDICAL EXAMINATION

Employees who are required to have a medical examination in order to renew their Class 3 Driver's Licence, with air brake endorsement, shall have the cost of such examination, if any, paid for by the Employer. Such examinations shall, however, take place on the employee's own time.

15.1 VACANCIES

Vacancies that are to be filled by the Employer, except those covered by Article 14, shall be filled in the following order:

- (a) Employees, who are qualified to the standards established by the Employer and who have worked in the vacant position, as a member of the bargaining unit, within the last five (5) years, shall be eligible to transfer. When two (2) or more employees are eligible to transfer under this subsection, seniority shall be the determining factor.

- (b) If no employee transfers under subsection (a) above, the skill, knowledge and ability of the applicants for the position shall be the primary considerations, subject to the following:
 - (i) Where the skill, knowledge and ability of two (2) or more otherwise qualified applicants is relatively equal; i.e. within ten percent (10%), seniority shall be the determining factor.
 - (ii) The skill, knowledge and ability for vacancies posted under this Article shall be those necessary to perform the job function and shall not be established in an arbitrary or discriminatory fashion.
- (c) Employees who transfer under subsection (a), or who are awarded a position under subsection (b), shall be given six (6) working months to prove satisfactory. Failing to pass the trial period, the employee shall be returned to their former position and wage without loss of wages or seniority.

15.2 ALTERNATE EMPLOYMENT

Permanent Disability - When any employee through injury, illness, or handicap, is unable to perform their regular duties; the Employer shall provide suitable employment within the Fire Department, provided the employee is qualified and able to perform the duties of the position with reasonable training, at First Class Fire Fighter rate of pay, and all benefits. The maximum number of positions to be occupied by employees in this category will be five (5) at any given time.

** First Class Fire Fighter rate is defined as 100% salary level*

15.3 VOLUNTARY TRANSFER WITHIN THE DEPARTMENT

- (a) Fire Prevention Inspectors who are accepted for voluntary transfer into the Operations Division shall, for salary purposes, be credited with one hundred percent (100%) of their former service time in the Department up to twelve (12) months and fifty percent (50%) of their former service time in the Department thereafter, to a total accumulated credited service time of twenty-four (24) months.
- (b) Subsequent incremental increases shall be based solely upon service time credited under clause (a).
- (c) An employee transferred under these provisions shall take all reasonable steps to attain the certification commensurate with the level of their initial and all subsequent salary levels. The employee shall cooperate in any efforts made by the Employer to accelerate the employee's training in order to obtain the appropriate certification to the employee's salary level.
- (d) Previous certifications within the Department shall be recognized for salary purposes for employees returning to the Division in which certification was previously earned.

- (e) Certified Fire Fighters shall receive full recognition of overall service time for salary purposes when transferring into other Divisions. The provisions of clause (c) above shall apply where certification is statutory requirement of employment within such Division.
- (f) Employees transferred under these provisions shall be given six (6) months to prove satisfactory before permanent assignment or eligibility for promotion.

16. NEW CLASSIFICATIONS

New classifications created by the City and coming within the jurisdiction of the Union shall be subject to negotiation by the Union as to the rate of pay and hours of work that shall apply to such position.

17. PROBATIONARY PERIOD

New employees shall be considered to be on a probationary basis until the completion of twelve (12) months' service. If such employee continues in employment after the twelve (12) month probationary period, they shall be considered to be a permanent employee and seniority, vacations, and other perquisites relating to length of service shall date back to original date of employment.

18. SAFETY

(a) Protective Clothing and Equipment

The Employer shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing and other protective equipment, such as personal alarm devices, or personal flotation devices, necessary to preserve and protect the safety and health of Fire Fighters. All protective clothing and equipment shall meet the standard, whether existing or promulgated during the term of this Agreement, that provides the highest level of worker protection as prescribed by the Workers' Compensation Board.

- (b) All Operations Division employees shall be protected from exposure to Hepatitis B by receiving adequate vaccine shots which will be paid by the Employer.

19. VACATIONS

(a) Vacation Entitlements

Employees with less than one (1) year of service are probationary employees and shall receive four percent (4%) of earnings as credit for vacation time.

Employees who were hired on or before January fifteenth (15th) of any year, are deemed for vacation purposes to have completed a full calendar year of service in their first (1st) calendar year of employment (January – December).

All permanent employees shall receive annual vacations based on a calendar year, as follows:

During first full calendar year & second year	2 weeks (8 duty shifts)
During third to ninth full calendar years	3 weeks (12 duty shifts)
During tenth to fourteenth full calendar years	4 weeks (16 duty shifts)
During fifteenth to nineteenth full calendar years	5 weeks (20 duty shifts)
During twentieth and subsequent full calendar years	6 weeks (24 duty shifts)

(b) Shift Seniority

Selection of annual vacation shall be in order of seniority for each shift. The majority of entitlement of annual vacation selections shall be done no later than January 1st of each year and the remainder no later than the last day in the month of August. No alterations or exchanges will be recognized unless authorized by the Fire Chief or designate.

(c) Commencement

Annual vacation shall commence on the first day back on shift after regular days off. Upon written request to the Employer by November 15th, employees shall have the option of carrying over to the following year up to one (1) week, non-cumulative, of their annual vacation entitlement.

(d) Definition - Work Week

A normal week for vacation purposes shall be defined in Article 9 Hours of Work.

(e) Definition - Vacation Year

Vacation entitlement for employees shall be established in accordance with the calendar year (i.e., January 1st to December 31st).

(f) Carry Over

Employees may carry forward up to one (1) week of their annual vacation entitlement in each of their last five (5) years of employment to a maximum total of five (5) weeks to be taken in the year in which they retire.

20. BEREAVEMENT LEAVE

(a) All employees coming within the scope of this Agreement shall be entitled to a maximum of four (4) days compassionate leave in case of bereavement in the employee's immediate family. Immediate family to include the father, mother, spouse, common law spouse, children, sibling, parent-in-law, sibling-in-law, step-parents, grandparents and grandchildren of an employee.

(b) Periods of time in excess of four (4) days may be granted at the discretion of the Fire Chief without pay.

- (c) Common law spouse as used in this Article shall mean a person who continues to and has cohabitated with an employee for a period of at least one (1) year and who is publicly represented as a spouse.

21. INSURED BENEFITS

All insured benefits to be effective on the first day of the month following appointment.

- (a) Group Insurance

The City and the Union shall maintain a group insurance plan providing coverage to an amount of \$100,000 life insurance coverage and \$100,000 accidental death coverage, the cost of which is to be shared on a fifty-fifty (50/50) basis from anniversary date. Each employee may apply for an additional \$100,000 Group Life and \$100,000 Accidental Death and Dismemberment Insurance, the cost of which is to be shared on a fifty-fifty (50/50) basis. This insurance requires medical evidence of insurability from each applicant and coverage will become effective only with the written approval of the insurer.

- (b) Medical Plan - Extended Health Care

- (i) The monthly contributions to Medical Services Plan of B.C. on behalf of all employees covered under the Medical Services Contract shall be borne by the City from anniversary date and will also provide Extended Health Care benefits, with the premiums shared 80% Employer/ 20% employee for Extended Health. The lifetime maximum benefit available under this plan is \$1 million.

- (ii) The Extended Health Plan shall include vision care coverage of 80% of the cost up to \$250.00 each 24-month period. Corrective eye surgery will be covered up to \$1500.00 lifetime per eye. The Employer will pay 100% of the vision care insurance.

- (iii) The Extended Health Plan shall include coverage for hearing aids, including hearing testing, to a maximum of \$500.00 every sixty (60) months for employee and \$500.00 every twelve (12) months for dependent children.

- (c) Dental Plan

The current monthly premiums being paid to the Dental Plan shall be borne 100% by the Employer which covers routine treatment 100%, major treatment 50% and orthodontic 50%. The lifetime maximum benefit available under Plan "C" Orthodontia is \$3500.00; coverage includes employee, spouse and dependent children. Basic dental to provide one recall examination every twelve (12) months.

22. SICK LEAVE

(a) Entitlement

- (i) Employees with more than one (1) year of service with the City shall be entitled to an aggregate of eighteen (18) working days sick leave with pay in each calendar year to be used only where the illness incapacitates the employee to the extent of rendering the employee incapable of carrying out their regular employment. Proof of such illness shall be given if demanded by the City by the production of the certificate of a physician. Employees with less than one (1) year of service shall receive annual sick leave with pay at the rate of one and one-half (1½) days sick leave for every month in which the employee has worked for the Employer. In no case shall the aggregate of such sick leave exceed eighteen (18) working days in any one (1) calendar year.
- (ii) In the event an Employee with fewer than five (5) years of service is off with an illness or injury and has exhausted all of their sick leave allotment, the Employer shall, with proper medical documentation provided by the employee, provide the remainder of the Employee's sick time allotment, up to a maximum of the annual eighteen (18) working days from the remainder of the Employee's sick time allotment. Should the employee leave the service of the Employer for any reason when such sick time has been advanced, it is agreed that the Employer may deduct any overpayment from the employee's final pay.
- (iii) For the purposes of this Article, "working day" and sick leave entitlements are defined as follows:
 - (a) Those employees whose annual salary is based upon and whose scheduled hours of work are stated as "182 working days @ 12-hour average = 2184" are entitled to eighteen (18) days sick leave based on a 12-hour day for a total of 216 hours per calendar year (Suppression Duties).
 - (b) Those employees whose annual salary is based upon and whose normal hours of work are stated as "9½ hour day - 52 weeks a year - 1976 hours per year" are entitled to eighteen (18) days sick leave based on a 9½ hour day for a total of 171 hours per calendar year (Prevention - Pre-plan Duties).
 - (c) Those employees whose annual salary is based upon and whose normal hours of work are stated as 8 hours per day are entitled to 18 days sick leave times 8 hours per day for a total of 144 hours per calendar year.

- (iv) All sick leave transactions shall be conducted in hours i.e., additions/deletions. Employees shall be deducted the actual number of sick leave hours utilized/claimed.
- (v) Employees shall be entitled to use a maximum total of four (4) days of their annual sick leave entitlement per year, irrespective of the number of individuals or incidents involved, in the case of life threatening illness to members of the employee's immediate family, as defined in Article 20(a), in order for the employee to provide care or comfort to such family member.

(b) Individual Accumulated Sick Leave

In addition to the annual sick leave to which any employee is entitled under this section, an employee shall also be entitled to accumulate sick leave days to their credit to a maximum of one hundred (100) days. When there is an accumulation of sick leave, such leave shall first be taken from the current year sick leave, until the current year sick leave has been exhausted. After the current year sick leave has been exhausted, the employee will access their accumulated sick leave bank for further sick leave. Employees shall receive one hundred percent (100%) accrual of unused sick leave for their future benefit during their employment with the City up to a maximum of one hundred (100) days.

(c) Sick Leave Gratuity

All employees after completion of ten (10) years continuous service shall, upon retirement or upon severance of service other than dismissal for cause, be paid a gratuity for the unused balance of sick leave, if any, due them at that time up to a maximum of fifty-seven (57) working days. In the event of death of any employee before retirement, the Sick Leave Gratuity shall be paid to a surviving spouse, or in the event of there being no surviving spouse, be paid at the discretion of the Employer to a dependent immediate family member.

(d) Sick Leave Bank

- (i) Each employee shall contribute annually a sufficient number of days to maintain such Sick Leave Bank provided that in no case shall an employee be required to contribute more than six (6) days annual sick leave in any one year. The contributions shall not collectively result in any accumulation of more than an amount that is equal to 6 days, per full-time bargaining unit employee. The bank will be adjusted proportionately with the number of full-time bargaining unit employees on December 31st of each year.
- (ii) Application for an allotment of paid sick days from the Sick Leave Bank may be made by a permanent employee who has suffered a major illness or a major injury which is not compensable under the "Workers' Compensation Act."
- (iii) Applications must be submitted to the Union Executive and shall be subject to the approval of the Union Executive. An application must include a medical report which identifies the major illness or major injury giving rise to the

request for an allotment of paid sick days and the anticipated period during which the applicant will be unfit to work as the result of the identified major illness or major injury. The Union may request further information, including medical information, from the applicant where it is reasonably necessary to assess an application.

- (iv) No allotment of paid sick days from the Sick Leave Bank shall be approved unless and until the applicant employee concerned has exhausted their entire annual and accrued sick leave allotment, their entire annual vacation, and their entire statutory holidays allotment.
- (v) The number of days of sick leave to be allotted from the Sick Leave Bank shall be determined by the Union Executive, but in no case shall such allotment exceed one hundred (100) working days in respect of each major illness or major injury.
- (vi) Employees who apply for additional allotments of sick leaves for the same major illness or major injury (up to the maximum of 100 working days pursuant to (v) above) may be required to provide further medical information regarding the major illness or major injury upon request from the Union Executive.
- (vii) Payment of sick days allotted from the Sick Leave Bank shall be made in installments covering the normal pay period of the applicant employee.

(e) Light Duties

Where an employee is unable to perform the full duties of their position due to illness or injury, they may be required by the Employer to perform other fire protection and prevention related duties provided they are medically fit to do so.

- (i) Does not include communicable diseases or illnesses.
- (ii) Employees will not be asked to perform any duties that could cause further damage to the injury.
- (iii) Employees to obtain a Doctor's note verifying that they are capable of working in a light duty position and further specifying or limiting the kind of light duty they are capable of performing.
- (iv) Temporary shift changes may be required.
- (v) Areas of "Light Duty" will include Special Assignment in Fire Prevention and Pre-planning.
- (vi) Any employees working in light duty will work no longer than a four (4) day week between Monday and Friday.

- (vii) The daily hours of work shall not exceed eight (8) hours for those working day shift assignments.
- (viii) Any time difference between the actual time worked and the employees' regular work week will be debited to sick time.

(f) Subrogation Rights

An employee may use sick leave credits for time lost through accidental injuries provided that if they should later make a claim or commence an action for damages against a third party in respect of such injuries, they shall include therewith a claim for loss of wages and shall reimburse the City to the extent that they recover in respect of the claim for loss of wages. After receipt of such monies the City shall credit the employee with the number of sick days equivalent thereto and any resultant gratuity days to which they may be entitled.

23. JURY OR WITNESS PAY

Any employee covered by this Agreement who is forced to be absent from duty as a result of serving as a juror or a witness, shall receive from the City, in lieu thereof, pay at the regular rate for the actual number of hours served that were scheduled to be worked, and any juror or witness pay received by the employee covering the hours absent from duty shall be remitted to the City.

An employee on day shift serving jury or witness duty will not be expected to return to work to complete their shift if such duty extends beyond 16:00 hours. An employee on evening shift will be entitled to four (4) hours clear of jury or witness duty prior to commencing their shift.

24. CORONER'S COURT DUTY

Any employee covered by this Agreement who is forced to attend as a witness at a Coroner's Inquest or Court of Inquiry as a result of their employment shall not have their salary deducted for time spent at such inquests or inquiries while said employee is on duty; and further, should said employee, on their time off be forced to attend such Coroner's Inquests or Courts of Inquiry as a result of their employment, they shall be reimbursed for such time spent at such inquests or inquiries at the rate set forth in Article 31 of the current Wage and Working Agreement.

25. COMPENSABLE DISABILITY LEAVE

(a) Accident at Work

Sickness or disability resulting from an accident at work shall not constitute a ground for the discharge of any employee, provided that in the opinion of a qualified Medical Doctor it is possible for such employee, upon recovery, to carry on their duties in the fire service of the City, and subject to the opinion of the said Medical Doctor, such employee shall continue in the position held prior to such sickness or accident.

(b) Compensation

- (i) Employees absent from duty as a result of a compensable illness or injury received while on duty shall have their net take-home pay and benefits maintained during such absence, for a period not exceeding twelve (12) months for any one illness or injury, provided monies received from WorkSafe BC shall be remitted to the Employer during that period. In this regard, the normal pensionable earnings of employees covered by this section shall be maintained. Should any compensable illness or injury be of longer duration than twelve (12) months, the following subsection shall apply. The employee shall continue to pay to the Employer their share of benefit payments as listed above.
- (ii) Should any compensable illness or injury be of longer duration than twelve (12) months, employees covered by this Agreement who are unable to attend work because of a disability resulting from such illness or injury shall have their total Medical Services Plan of BC, Municipal Pension Plan, Group Insurance and Dental Plan (if participating) payments paid by the Employer until the employee returns to work or until judged medically unfit to resume their present occupation.
- (iii) In the event of sickness of a permanent employee or of a permanent employee being injured during their employment with the Employer or of a permanent employee being temporarily laid off, the Employer will continue to pay on behalf of such employee its share of the monthly contributions for the benefits listed under clauses 21(a), (b) and (c) while any such employee is on sick leave, including sick leave allotments from the Sick Leave Bank; and further, that the Employer will continue to pay on behalf of such employee its share of the said contributions for a period of three (3) months immediately following the date of layoff or the date of expiration of sick leave benefits up to a maximum of three (3) months in any twelve (12) month period, provided, that in all cases, the employee or Union shall likewise continue the employee contributions under such contracts.

26. MATERNITY LEAVE AND PARENTAL LEAVE

The provisions of the *Employment Standards Act* with respect to Maternity Leave and Parental Leave are incorporated into and form part of this Agreement.

27. CLOTHING

(a) Entitlement

The following clothing shall be supplied by the Employer for employees for the purpose of uniformity while at work up to and including the rank of Captain:

(i) Upon hiring:

Dress Uniform:

- 1 pair dress pants
- 1 dress tunic
- 2 dress shirts (long sleeve with flashers sewn on)
- 1 cap with hat badge
- 1 tie
- 1 pair dress shoes of superior quality
- 1 pair of white gloves (for Honour Guard members)
- 1 rank badge

Work Clothes:

- 4 pair work pants
- 4 work shirts (long or short sleeve with flashers sewn on and Velcro name tags)
- 1 pair NFPA certified work boots
- 1 water resistant shell jacket
- 1 thermal liner jacket
- 1 leather belt with buckle
- 1 ball cap
- 1 toque
- 2 crew neck t-shirts
- 1 set of work coveralls (for Inspector, Fire Prevention Officer)

(ii) Annually thereafter:

Work Clothes:

- 2 pair work pants
- 2 work shirts (long or short sleeve with flashers sewn on and Velcro name tags)

(iii) Each third year thereafter:

Work Clothes:

- 1 pair of NFPA certified work boots

(iv) Each seventh year thereafter:

- 1 water resistant shell jacket
- 1 thermal liner jacket

(v) Following the initial issuance of the dress uniform, as described in subsection (i) above, employees shall be issued with replacement articles of the dress uniforms, on application to and approval by the Fire Chief, provided there is a

demonstrated need for such replacement (i.e. the original issue is worn-out or otherwise unusable).

(vi) In addition, as it becomes necessary through normal wear and tear or inadvertent loss or damage: ties, caps, flashers, badges.

(b) Date for Clothes Measurement

All employees shall be measured for clothing no later than mid-March. If possible, employees shall receive their uniforms no later than May 1st of that year.

(c) Return of Clothing

Should an employee coming within the scope of this Agreement discontinue employment with the City within the first year following their probationary period, such employee shall return to the City all clothing issued to such employee. No clothing shall be issued to an employee during their last year of employment prior to retirement.

Should any such employee fail to comply with this provision, the City shall be entitled to deduct the value of any clothing not returned from any moneys owing to such employee.

(d) Service Bars

One (1) service bar shall be issued to each employee upon completion of five (5) full years of continuous service from the date of enlistment and thereafter one (1) additional service bar shall be issued to such employee upon completion of each successive, full five (5) year period of continuous service.

(e) Cleaning and Uniform Maintenance Allowance

An allowance shall be paid in the following amount for the cleaning and minor maintenance of uniforms and clothing issue: nine dollars (\$9.00) per month for Operations Division employees and fifteen dollars (\$15.00) per month for Fire Prevention Division and Pre-plan Division employees.

The Parties recognize that the schedule for the issuance of uniform clothing set out above is not always in the best interest of the Department and the Union's members. Should the parties mutually agree, therefore, to a variance in the schedule, such variances shall be made on a without prejudice basis.

Point System

1. A Point System shall be established for specific clothing items identified in Article 27 (a)(ii). Employees may elect to transfer the value of such clothing items to points. Points associated with these items are based on one point per dollar of cost.
2. The Optional Clothing Items for Use at Work list will be posted once annually to identify the point per current dollar of cost that will be in effect for that year.

3. After the points have been allocated to the employee, there will be no increase or decrease to the number of points allocated due to inflation or price changes.
4. Points can be used to obtain items listed on an Optional Clothing Items for Use at Work provision. The point value of items listed in the provision is based on one point per dollar of cost.
5. All Points will be rounded to the nearest dollar. Employees will not be entitled to cash out value of points.
6. Upon completion of the second calendar year of service, an employee is eligible to participate in the Point System.
7. Employees who elect to convert items identified in Article 27 (a)(ii) to points will receive no less than the minimum annual issue of 1 pair of work pants and 1 work shirt. An exception will be made for a person in their retirement year who may elect to convert all items identified in Article 27 (a)(ii) to points.
8. In the spring of each year, employees may elect to utilize available points for items listed in the Optional Clothing Items for Use at Work provision or defer unused points from one year to the spring of the following year.
9. An employee who defers the use of some or all of their eligible points must use that number of points within two (2) years of the entitlement.

General

1. The parties mutually agree that any changes in the articles of clothing referred to in this Clause shall be finally and conclusively agreed upon and reported to the Deputy Chief of Administration by May 15th in each year.
2. Uniform issues that are inconsistent in terms of sizing will be reviewed on a case-by-case basis. The Department will make reasonable efforts to ensure reasonable fit. All alterations must be pre-approved by the Employer.

Optional Clothing Items for Use at Work:

The following items are available to be purchased using points:

Baseball cap
Toque
Work shirt (short sleeve)
Work shirt (long sleeve)
Work pants
Crew neck t-shirts
Athletic shorts
Wool sweater
Zippered vest
Retirement Blazer

28. SALARY SCHEDULE

(a) Employees shall be paid as per Schedule A attached to and forming part of this Agreement. Pay periods will be bi-weekly on Fridays and all new employees will be paid by means of a direct deposit payroll system.

(b) Rate Calculation

Hourly Rate Calculation

Monthly Salary x 12 = Yearly Salary
(Monthly Salary is broken down for convenience only)

Yearly Salary divided by 2184 hours (182 days x 12) = Hourly Rate, rounded to nearest 1/10 cent.

Daily Rate Calculation

Hourly Rate x 12 hours (working hours in a day) = Daily Rate

Statutory Pay Calculation

Daily Rate x 8 Stat Holidays divided by 12 months, rounded to nearest dollar = Monthly Stat Pay.

(c) All positions in the Operations Division, Fire Prevention Division, and Pre-plan Division shall be included in Salary Schedule A.

(d) The indices for determining the salary rates for Captain and Lieutenant in Schedule A Salary Rates shall be one hundred twenty-two percent (122%) of the tenth (10th) year Fire Fighter rate and one hundred twelve percent (112%) of the tenth (10th) year Fire Fighter rate, respectively.

Schedule A, Salary Schedules shall be amended to implement the following general salary increases:

Effective January 1, 2023 The First Class Fire Fighter* rate shall be increased by four and one-half percent (4.5%). All other existing rate indices shall be maintained unless specifically varied by this agreement. This increase is fully retroactive.

Effective January 1, 2024 The First Class Fire Fighter* rate shall be increased by four and one-half percent (4.5%). All other existing rate indices shall be maintained unless specifically varied by this agreement. This increase is fully retroactive.

Effective December 31, 2024 The First Class Fire Fighter* rate shall be increased by one percent (1.0%). All other existing rate indices shall be maintained unless specifically varied in this agreement.

* First Class Fire Fighter rate is defined as 100% salary level

29. ROTATING POSITIONS

- (a) A rotating position will be created in the Fire Prevention Division whereby Fire Suppression staff may be temporarily posted to the Fire Prevention Division for one (1) year periods. Appointment to these positions will be by seniority and evaluation.
- (b) A rotating position to support department training reporting to the Assistant Chief of Training will be created whereby Fire Suppression staff may be temporarily posted for one (1) year periods. Work hours will follow Article 9(b). Applicants to this position must currently be an Advocate and appointment to this position will be by seniority. This position will provide and support training, including in the incumbent's own Advocacy.

30. RELIEF PAY

Officer Relief

- (a) When any employee in the Lieutenants' Pool relieves any Lieutenant, they shall receive pay equal to that of Lieutenant for the period so worked.
- (b) When any employee in the Captains' Pool relieves any Captain, they shall receive pay equal to that of Captain for the period so worked.
- (c) Fire Loss Prevention employees who act in the capacity of Captain of Fire Loss Prevention during all absences of the regular incumbent in that position shall receive pay equal to that of Captain while so relieving.
- (d) The City will backfill the Captain and Lieutenant positions during all absences by the regular incumbents in these positions.

31. CALL BACK PAY

- (a) Defined:
Call back pay is defined as unscheduled overtime work which is not contiguous to an employee's duty shift.
- (b) Rates:
 - (i) Any employee covered by this Agreement who is called back to work shall be paid at the rate of time and one-half calculated on the hourly rate of .005495 of the monthly salary rate with a minimum of three (3) hours at double time.
 - (ii) If the time involved in attending the emergency including any clean-up entails less than three (3) hours, employees involved in the call back shall be released when duties relating to the emergency have been concluded.

32. RETROACTIVE PAY

It is agreed that any retroactive pay shall be paid within three (3) clear pay periods after ratification of negotiations and a signed Memorandum of Agreement; and pay statements are to be itemized.

33. STATUTORY HOLIDAYS

(a) All employees except those in the Operations Division shall, in addition to such special holidays as may be declared from time to time by the Employer, or the Federal or Provincial Governments be entitled to the following Statutory Holidays with pay:

New Year's Day	Labour Day
Family Day	National Day for Truth & Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

Where such employee's regular day off falls on a statutory holiday or on the day designated for a statutory holiday where applicable, the employee shall be entitled to a day off with pay in lieu of the holiday, to be taken at a date mutually agreeable between the employee and the Employer, within ninety (90) days of the date of the holiday.

(b) Employees in the Operations Division shall receive pay in lieu thereof. Eight (8) of the statutory holidays will be paid out, four (4) must be taken as time off in lieu.

34. MEAL ALLOWANCE

In cases of emergency, the Employer shall supply the Fire Fighters with meals as authorized by the Fire Chief or designate.

35. OVERTIME

(a) Defined

All time worked in excess of an employee's regularly scheduled shift shall be considered overtime and be paid at the rate of time and one-half (1½) of the regular rate.

(b) Accumulation

When an employee accumulates a total of forty-eight (48) hours overtime, within thirty (30) days of that date they must designate the use of fifty percent (50%) of those

hours, such designation to be mutually agreed upon. Accumulated time earned in the previous year should be taken before the end of March of the next year or it will be paid out by April 1st of the next year. Once the designated use has been mutually agreed upon, then such time shall be guaranteed.

(c) Meetings

Any employee attending meetings at the Employer's request shall be paid a minimum of three (3) hours at straight time.

36. LEGAL PROCEEDINGS

If legal proceedings are taken against an employee while engaged in the scope of their employment with the City in relation to a charge arising out of the operations of the Fire Department of the City, in the event that the employee is found not guilty or liable in respect of such charge or proceedings, they shall be reimbursed by the City for legal expenses incurred by them in their defense against such proceedings, provided that the employee shall obtain the written approval of the City as to the employee's choice of legal counsel, before the legal counsel is retained, and shall have provided the City with full particulars of the alleged offense within a reasonable time after the charge shall have been laid against the employee.

37. LABOUR MANAGEMENT COMMITTEE

A Labour Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer.

38. FLEX FIRE FIGHTERS

(a) Purpose & Staffing

- (i) The purpose of the Flex Fire Fighters is to provide flexibility in staffing within the Operations Division in order to provide more consistent staffing levels, including but not limited to covering for employee absences.
- (ii) The Employer may use up to ten percent (10%) (with any resulting fraction rounded up to the next whole number), of the full time paid Operations Division Fire Fighters as Flex Fire Fighters. Flex Fire Fighters shall work a flexible schedule as set out in this Article.
- (iii) The pool of Flex Fire Fighters (Flex Pool) shall comprise the required number of the least senior Fire Fighters in the Operations Division. When new Fire Fighters are hired in the Operations Division they shall be placed in the Flex Pool and the most senior Flex Pool employee(s) shall be placed in a regular position in the Operations Division, provided that the required number of Flex Fire Fighters are maintained in the Flex Pool.
- (iv) Although the primary purpose of a Flex Fire Fighter is to provide flexibility in

staffing, each Flex Fire Fighter shall be assigned to follow the shift cycle of a platoon for purposes of taking vacation and/or, statutory holidays and/or when not required to work elsewhere for operational reasons.

(b) Hours of Work

- (i) Flex Fire Fighters under this Article are not covered by Article 9(a) - Hours of Work Operations Division, Article 9(f) – Duration and Posting of Schedules, Article 9(g), nor Article 35(a) - Overtime Defined. All other provisions of the Collective Agreement shall apply including seniority as per Article 13.
- (ii) Flex Fire Fighters shall work the same number of yearly straight time hours as are worked by other full-time Operations Division Fire Fighters (i.e. 2184 hours). They shall work a maximum of twenty-eight (28) shifts per each fifty-six (56) day work cycle – both inclusive of the paid time off per the applicable provisions of the Collective Agreement.
- (iii) The work cycle for each Flex Fire Fighter shall be individually determined by the Employer as a period commencing at 08:00 Monday and ending fifty-six (56) days later at 07:59 hours Monday. The fifty-six (56) day work cycle to which a Flex Fire Fighter is assigned may start on any Monday established by the Employer for this purpose in order to best meet operational requirements. There will be a maximum of eight (8) work cycles established.
- (iv) A day shift for Flex Fire Fighters is defined as ten (10) consecutive hours normally commencing at 08:00 hours and finishing at 18:00 hours. A night shift for Flex Fire Fighters is defined as fourteen (14) consecutive hours normally commencing at 18:00 hours and finishing at 08:00 hours. A combined shift for Flex Fire Fighters is defined as a day shift immediately followed by a night shift or a night shift immediately followed by a day shift. Flex Fire Fighters working a combined shift shall be given at least one (1) full shift off between the end of the combined shift and the beginning of their next shift.
- (v) Flex Fire Fighters shall not work more than sixty-two (62) hours in any work week or one hundred and twenty-four (124) hours over any two (2) week period, unless overtime applies in accordance with sections (d)(i) or (d)(ii) below. The work week is defined as the period from 08:00 hours on Monday to 07:59 hours on the following Monday.

(c) Scheduling

- (i) Flex Fire Fighters shall be scheduled so as to best meet the Department's operational requirements, recognizing their desire to work a normal shift configuration (i.e. two (2) consecutive day shifts followed by two (2) consecutive night shifts).
- (ii) An individual annual shift schedule shall be provided to each Flex Fire Fighter as

soon after the vacation schedule has been determined as operationally possible. The shift schedule for any Flex Fire Fighter may not necessarily follow the current platoon schedules, provided the required number of yearly straight time hours and the required number of straight time shifts per work cycle are maintained per section (b)(ii).

- (iii) The Department may change the shift schedule and/or the shifts to be worked by any Flex Fire Fighter so as to best meet operational requirements provided the required number of yearly straight-time hours and the required number of straight time shifts per work cycle are maintained per section (b)(ii).
- (iv) The Department may require a Flex Fire Fighter to commence work on any shift after the normal start time for such shift. When required to commence work on a shift after the normal start time for such shift, the scheduled Flex Fire Fighter shift shall end at the normal end time for such shift (i.e. 08:00 or 18:00 hours). The Flex Fire Fighter shall be deemed to have worked all the straight time hours for which that shift is normally worked (i.e. 10 hours or 14 hours) and overtime shall apply to hours extending past the normal end time for the shift pursuant to section (d)(i) below.
- (v) The Department may cancel the scheduled shift of a Flex Fire Fighter when it believes that it is unnecessary to have the Fire Fighter work that shift. In this eventuality, the resulting unworked shift hours may be rescheduled by the Department during the applicable fifty-six (56) day work cycle. The Fire Fighter shall be paid for all straight time shift hours that are not re-scheduled during the particular fifty-six (56) day work cycle and they are deemed to have worked all the straight time hours for which they are so paid, and overtime shall apply as if the employee had so worked pursuant to sections (d)(i) or (d)(ii) below. For further clarity, if a shift is cancelled and the Flex Fire Fighter is not rescheduled to work an equivalent shift (i.e. day for day, night for night) during the particular fifty-six (56) day work cycle, then the Flex Fire Fighter shall be deemed to have worked the required hours, or shall be paid overtime, whichever is applicable.
- (vi) Minimum notice of eight (8) hours before a day shift and four (4) hours before a night shift will be given when a Flex Fire Fighter's previously scheduled shift is cancelled pursuant to section (c)(v) above.
- (vii) Flex Fire Fighters shall be given as much notice of the combined shifts that they are to work as is operationally possible. Recognizing that a minimal amount of notice will be provided when a Flex Fire Fighter's shift schedule and/or shift is changed pursuant to section (c)(iii). When the Employer wishes to schedule a combined shift with less than eight (8) hours notice before a day shift or four (4) hours notice before a night shift, the Employer will make every reasonable attempt to schedule a Flex Fire Fighter who is not currently on shift.

(d) Overtime

- (i) Except if working a combined shift, Flex Fire Fighters shall be paid overtime at the

rate of time and one-half (1½) for work performed on a regular work day that is in excess of their scheduled hours on that day (i.e. 10 hours or 14 hours as applicable).

- (ii) Flex Fire Fighters shall be paid overtime for work performed in excess of three hundred and thirty-six (336) straight time hours in any fifty-six (56) day cycle, provided that only regularly scheduled straight time hours worked in each cycle are to be counted in this calculation.

39. RETIREMENT

The maximum retirement age for every employee of the Fire Department, without exception, shall be age sixty (60). Every employee of the Fire Department, without exception, shall be required to retire from employment effective the end of the calendar month in which the employee reaches their sixtieth birthday.

40. SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

41. CONTRACTING OUT

The Employer agrees that all work or services performed by the employees shall not be contracted, sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee if it would result in lay-off of any permanent employee, or failure to recall those employees on lay-off who are able to perform the work.

42. APPENDICES AND AMENDMENTS

All appendices and amendments of this Agreement shall be subject to all the provisions of this Agreement.

43. MUNICIPAL PENSION PLAN "BUY BACK" PROVISION

Subject to the qualifying provision contained in the *Public Sector Pension Plans Act*, the City of Nanaimo agrees to participate in such contributions as are necessary to extend pensionable service of a member covered by this Agreement up to a maximum of one (1) year. The said extension to represent that time served by the employee in a probationary capacity or a waiting period with the City of Nanaimo which has not heretofore been considered as pensionable service. Such benefit to be subject to the following:

- (a) An employee must have a vested interest in the Municipal Pension Plan and have reached the age of minimum retirement in order to qualify.

- (b) Any member of the Fire Department who wishes to take advantage of this benefit must give at least six (6) months notice in advance of the contemplated retirement date and make such arrangements as are necessary at that time regarding their own contributions. Provided, however, the time constraints provided for in this paragraph may be waived under special circumstances by application to and with the approval of the City.
- (c) Cost of increased benefits, as defined in the applicable sections of the *Public Sector Pension Plans Act*, is shared 50/50 by the employee and the Employer as per the applicable sections of the *Act*.
- (d) The approval of the appropriate authority under the *Public Sector Pension Plans Act*.

44. TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2023 until December 31, 2024 and shall continue from year to year thereafter until a new Agreement is executed.

45. INDEMNIFICATION

All Employees covered by this collective agreement are covered by the terms of the City of Nanaimo Indemnification Bylaw 2005 No. 7002, as well as Section 738 of the *Local Government Act*, as may be amended from time to time.

ORIGINAL SIGNED BY:

FOR THE EMPLOYER

MAYOR

CORPORATE OFFICER

FOR THE UNION

PRESIDENT, IAFF LOCAL 905

VICE PRESIDENT, IAFF LOCAL 905

SECRETARY, IAFF LOCAL 905

TREASURER, IAFF LOCAL 905

TRUSTEE, IAFF LOCAL 905

TRUSTEE, IAFF LOCAL 905

SCHEDULE A – SALARY SCHEDULE

Fire Fighter Salary

Index	Base	Fire Fighter - MONTHLY	2023/01/01	2024/01/01	2024/12/31
55%	5 th Year	1 st 6 Months	5,098	5,327	5,380
60%	5 th Year	2 nd 6 Months	5,561	5,812	5,869
70%	5 th Year	2 nd Year	6,488	6,780	6,847
80%	5 th Year	3 rd Year	7,415	7,749	7,825
90%	5 th Year	4 th Year	8,342	8,717	8,803
100%		5 th Year	9,269	9,686	9,781
103%	5 th Year	10 th Year - on completion of 10 calendar years	9,547	9,977	10,074
106%	5 th Year	15 th Year – on completion of 15 calendar years			10,368
112%	10 th Year	Lieutenant	10,693	11,174	11,283
122%	10 th Year	Captain - Operations / Training Officers	11,647	12,172	12,290
129%	10 th Year	Platoon Captain		12,870	12,995

Index	Base	Fire Fighter - DAILY	2023/01/01	2024/01/01	2024/12/31
55%	5 th Year	1 st 6 Months	336.24	351.24	354.84
60%	5 th Year	2 nd 6 Months	366.72	383.28	387.00
70%	5 th Year	2 nd Year	427.80	447.12	451.56
80%	5 th Year	3 rd Year	489.00	510.96	516.00
90%	5 th Year	4 th Year	550.08	574.80	580.44
100%		5 th Year	611.16	638.64	645.00
103%	5 th Year	10 th Year - on completion of 10 calendar years	629.52	657.84	664.32
106%	5 th Year	15 th Year – on completion of 15 calendar years			683.64
112%	10 th Year	Lieutenant	705.12	736.80	744.00
122%	10 th Year	Captain - Operations / Training Officers	768.00	802.56	810.36
129%	10 th Year	Platoon Captain		848.64	856.92

Index	Base	Fire Fighter - HOURLY	2023/01/01	2024/01/01	2024/12/31
55%	5 th Year	1 st 6 Months	28.02	29.27	29.57
60%	5 th Year	2 nd 6 Months	30.56	31.94	32.25
70%	5 th Year	2 nd Year	35.65	37.26	37.63
80%	5 th Year	3 rd Year	40.75	42.58	43.00
90%	5 th Year	4 th Year	45.84	47.90	48.37
100%		5 th Year	50.93	53.22	53.75
103%	5 th Year	10 th Year - on completion of 10 calendar years	52.46	54.82	55.36
106%	5 th Year	15 th Year – on completion of 15 calendar years			56.97
112%	10 th Year	Lieutenant	58.76	61.40	62.00
122%	10 th Year	Captain - Operations / Training Officers	64.00	66.88	67.53
129%	10 th Year	Platoon Captain		70.72	71.41

Fire Fighter Stat Pay

MONTHLY	2023/01/01	2024/01/01	2024/12/31
1 st 6 Months	252	234	237
2 nd 6 Months	275	256	258
2 nd Year	321	298	301
3 rd Year	367	341	344
4 th Year	413	383	387
5 th Year	458	426	430
10 th Year - on completion of 10 calendar years	472	439	443
15 th Year – on completion of 15 calendar years			456
Lieutenant	529	491	496
Captain - Operations / Training Officers	576	535	540
Platoon Captain		566	571

Fire Fighter Acting Pay

HOURLY	2023/01/01	2024/01/01	2024/12/31
Acting Lieutenant (from 4 th Year Fire Fighter)	13.55	14.10	14.22
Acting Lieutenant (from 5 th Year Fire Fighter)	8.21	8.53	8.61
Acting Lieutenant (from 10 th Year Fire Fighter)	6.61	6.86	6.93
Acting Lieutenant (from 15 th Year Fire Fighter)			5.24
Acting Captain (from 10 th Year Fire Fighter)	12.11	12.58	12.71
Acting Captain (from 15 th Year Fire Fighter)			11.02
Acting Captain (from Lieutenant)	5.50	5.72	5.78
Acting Platoon Captain (from Captain)		4.01	4.04

Inspector Salary

Index	Base	Inspector - MONTHLY	2023/01/01	2024/01/01	2024/12/31
55%	5 th Year	1 st 6 Months	5,098	5,301	5,354
60%	5 th Year	2 nd 6 Months	5,561	5,783	5,840
70%	5 th Year	2 nd Year	6,488	6,747	6,814
80%	5 th Year	3 rd Year	7,415	7,711	7,787
90%	5 th Year	4 th Year	8,342	8,675	8,761
100%		5 th Year	9,269	9,639	9,734
103%	5 th Year	10 th Year - on completion of 10 calendar years	9,547	9,928	10,026
106%	5 th Year	15 th Year – on completion of 15 calendar years			10,318
122%	10 th Year	Captain - Fire Prevention	11,647	12,112	12,232
122%	10 th Year	Captain - Prefire Planning	11,647	12,112	12,232

Index	Base	Inspector - DAILY	2023/01/01	2024/01/01	2024/12/31
55%	5 th Year	1 st 6 Months	294.12	305.90	308.94
60%	5 th Year	2 nd 6 Months	320.91	333.64	336.97
70%	5 th Year	2 nd Year	374.40	389.31	393.21
80%	5 th Year	3 rd Year	427.88	444.89	449.26
90%	5 th Year	4 th Year	481.27	500.56	505.50
100%		5 th Year	534.76	556.13	561.64
103%	5 th Year	10 th Year - on completion of 10 calendar years	550.81	572.85	578.46
106%	5 th Year	15 th Year – on completion of 15 calendar years			595.27
122%	10 th Year	Captain - Fire Prevention	672.03	698.82	705.76
122%	10 th Year	Captain - Prefire Planning	672.03	698.82	705.76

Index	Base	Inspector - HOURLY	2023/01/01	2024/01/01	2024/12/31
55%	5 th Year	1 st 6 Months	30.96	32.20	32.52
60%	5 th Year	2 nd 6 Months	33.78	35.12	35.47
70%	5 th Year	2 nd Year	39.41	40.98	41.39
80%	5 th Year	3 rd Year	45.04	46.83	47.29
90%	5 th Year	4 th Year	50.66	52.69	53.21
100%		5 th Year	56.29	58.54	59.12
103%	5 th Year	10 th Year - on completion of 10 calendar years	57.98	60.30	60.89
106%	5 th Year	15 th Year – on completion of 15 calendar years			62.66
122%	10 th Year	Captain - Fire Prevention	70.74	73.56	74.29
122%	10 th Year	Captain - Prefire Planning	70.74	73.56	74.29

Inspector Acting Pay

HOURLY	2023/01/01	2024/01/01	2024/12/31
Acting Captain (from 5 th Year Inspector)	14.45	15.02	15.17
Acting Captain (from 10 th Year Inspector)	12.76	13.26	13.40
Acting Captain (from 15 th Year Inspector)			11.63

SCHEDULE B

OPERATIONS DIVISION PLATOON CAPTAINS' POOL

The existing appointed Operations Division Platoon Captains' Pool is comprised of the following members:

- 1.
- 2.
- 3.
- 4.

The existing Operations Division Platoon Captains' Eligibility list is comprised of the following members:

- | | |
|----|----|
| 1. | 5. |
| 2. | 6. |
| 3. | 7. |
| 4. | 8. |

Date: 2024-May-27

SCHEDULE C

OPERATIONS DIVISION CAPTAINS' POOL

The existing appointed Operations Division Captains' Pool is comprised of the following members:

- | | | | |
|----------------|-----------------|------------------|-----------------|
| 1. B. Ashlie | 6. S. Manson | 11. C. Fergusson | 16. T. Horst |
| 2. E. Ten Have | 7. J. Battie | 12. C. Porter | 17. J. Croft |
| 3. C. Gannon | 8. M. Walker | 13. O. Bernard | 18. I. Stenberg |
| 4. M. Allard | 9. D. Boudrot | 14. D. Kershaw | 19. J. Barr |
| 5. T. Krall | 10. S. Mitrenga | 15. B. Pinker | 20. J. Lucas |

The existing Operations Division Captains' Eligibility list is comprised of the following members:

- | | | | |
|---------------|----------------|----------------|-------------------|
| 1. D. Robson | 6. D. Newstone | 11. M. Bates | 16. M. Chesher |
| 2. J. Allan | 7. M. Burke | 12. G. Ramshaw | <i>S. Lewis*</i> |
| 3. S. Nickel | 8. K. Pond | 13. C. Dickie | 17. B. Lowe |
| 4. G. Finstad | 9. S. Nicks | 14. T. Chan | 18. J. Wade |
| 5. M. Louie | 10. B. Gardner | 15. C. Cunning | <i>T. Telfer*</i> |
| | | | 19. R. Tait |
| | | | 20. G. Wilson |

** in grievance procedure at date of ratification*

Renewed: 2024-May-27

SCHEDULE D

OPERATIONS DIVISION LIEUTENANTS' POOL

The existing appointed Operations Division Lieutenants' Pool is comprised of the following members:

- | | | | |
|----|------------|----|-------------|
| 1. | D. Robson | 5. | M. Louie |
| 2. | J. Allan | 6. | D. Newstone |
| 3. | S. Nickel | 7. | M. Burke |
| 4. | G. Finstad | 8. | K. Pond |

The existing Operations Division Lieutenants' Eligibility list is comprised of the following members:

- | | | | | | |
|----|------------|-----|--------------|-----|---------------|
| 1. | S. Nicks | 9. | S. Lewis | 17. | L. Canty |
| 2. | B. Gardner | 10. | B. Lowe | 18. | D. Slater |
| 3. | M. Bates | 11. | J. Wade | 19. | K. Sheepwash |
| 4. | G. Ramshaw | 12. | T. Telfer | 20. | J. Doward |
| 5. | C. Dickie | 13. | R. Tait | 21. | E. Ostergaard |
| 6. | T. Chan | | A. Schug* | 22. | T. Work |
| 7. | C. Cunning | 14. | G. Wilson | 23. | B. Terragni |
| 8. | M. Chesher | 15. | M. Couch | 24. | J. Lindkvist |
| | | 16. | J. MacKenzie | 25. | A. Mills |
| | | | | 26. | M. Finnie |
| | | | | 27. | C. Hyne |
| | | | | 28. | J. Lynch |

** in grievance procedure at date of ratification*

Renewed: 2024-May-27

SCHEDULE E

EXISTING CAPTAIN/FIRE PREVENTION OFFICER'S ELIGIBILITY LIST

The existing appointed Captain, Fire Prevention Officer:

A. Millbank

The existing Captain, Fire Prevention Officer's Eligibility List is comprised of the following members:

U. Lal

K. Lillingston

Renewed: 2024-May-27

SCHEDULE F

SENIORITY LIST

NANAIMO FIRE RESCUE DEPARTMENT – SENIORITY LIST effective 2024-May-27

1	Ashlie, Bryun	1993.01.04
2	Ten Have, Earle	1997.10.14
3	Gannon, Corey	1997.11.17
4	Allard, Mike	1997.11.18
5	Lal, Umesh	1999.11.30
6	Krall, Tom	2000.01.04
7	Manson, Shane	2001.03.12
8	Battie, Jason	2001.03.12
9	Walker, Mark	2001.03.12
10	Boudrot, Doran	2002.01.07
11	Mitrenga, Scott	2002.01.07
12	Fergusson, Colin	2002.09.16
13	Bradley, Jason	2003.01.06
14	Porter, Chad	2003.07.28
15	Bernard, Orphée	2004.03.08
16	Kershaw, Dan	2004.06.07
17	Pinker, Blair	2005.01.04
18	Richardson, Tanya	2005.03.08
19	Horst, Terrence	2005.08.15
20	Croft, Jeff	2005.08.15
21	Stenberg, Ian	2005.08.15
22	Barr, Justin	2006.01.03
23	Ballance, Marie	2006.01.03
24	Walker, Eva	2006.09.14
25	Lucas, Jody	2007.01.03
26	Robson, Daryl	2007.01.03
27	Allan, Jeff	2007.01.03
28	Patten, Laurel	2007.10.01
29	Nickel, Shelby	2007.12.31
30	Finstad, Greg	2008.01.03
31	Louie, Mike	2008.06.02

32	Newstone, Dan	2008.06.02
33	Burke, Matt	2008.06.02
34	Pond, Kevin	2008.06.02
35	Nicks, Steve	2008.06.02
36	Gardner, Brett	2008.06.02
37	Bates, Max	2008.06.02
38	Ramshaw, Gavin	2008.06.02
39	Lillingston, Kevin	2008.06.02
40	Dickie, Colin	2008.06.02
41	Chan, Tony	2010.01.04
42	Millbank, Alan	2010.05.31
43	Cunning, Chris	2010.05.31
44	Chesher, Micah	2010.05.31
45	Lewis, Shawn	2010.05.31
46	Lowe, Brandon	2010.05.31
47	Wade, Julie	2010.05.31
48	Telfer, Travis	2010.05.31
49	Tait, Randy	2010.05.31
50	Schug, Adam	2010.05.31
51	Wilson, Geoff	2010.08.30
52	Couch, Mitchell	2011.01.03
53	MacKenzie, John	2011.04.18
54	Canty, Lee	2011.04.18
55	Slater, Daryl	2012.01.02
56	Sheepwash, Kyle	2013.01.02
57	Doward, Jamie	2013.01.02
58	Ostergaard, Eric	2013.01.02
59	Work, Trevor	2013.01.02
60	Terragni, Brad	2013.10.15
61	Lindkvist, Johan	2013.10.15
62	Mills, Andrew	2014.06.23
63	Finnie, Melissa	2015.01.05
64	Hyne, Corey	2015.01.05
65	Lynch, Justin	2015.02.13
66	MacLeod, Jared	2015.05.19

67	Anaka, Jared	2016.01.16
68	McPherson, Jake	2017.01.03
69	Bernardino, Thomas	2018.01.02
70	Champion, Tanner	2018.01.02
71	Williams, Jacob	2018.01.02
72	Foster, Christian	2018.03.21
73	Peyton, Toby	2019.01.02
74	Howell, Brandon	2019.01.02
75	Polnick, Layne	2019.01.02
76	Verhoog, Ryan	2019.06.03
77	Cameron, Dane	2019.06.03
78	Cuthbert, Luke	2019.06.03
79	Hill, Mark	2019.06.03
80	Richey, Stuart	2019.06.03
81	Roe, Mallory	2020.04.01
82	Geffen, Josh	2021.01.04
83	Lewis, Phil	2021.01.04
84	Woodhead, Christopher	2021.01.04
85	Cox, Caroline	2021.01.04
86	Erlich, Jesse	2021.10.07
87	Shanly, James	2022.01.04
88	Keen, Curtis	2022.01.04
89	Gibson, Riel	2022.06.06
90	Stancic, Jozef	2022.06.06
91	Duncan, Mark	2023.08.01
92	Taudin-Chabot, Daniel	2023.08.01
93	Laurette, Joel	2023.08.01
94	Surine, Justin	2023.08.01
95	Staller, Brock	2023.08.01
96	Whitcomb, Jake	2023.08.01
97	Wynans, Nathaniel	2023.08.01
98	Eeg, Nick	2023.08.01
99	Brock, Jacob	2023.08.01

100	Lim, Tyler	2023.08.01
101	Peace, Clayton	2023.08.01
102	Knowles, Thomas	2023.08.01
103	Elcombe, Adam	2023.08.01
104	McCuaig, Jackson	2023.08.01
105	Hynes, Bryan	2023.08.01
106	Fraser, Brad	2023.08.01
107	Salmon, Trevan	2023.08.01
108	McGill, Hunter	2023.08.01
109	DeGelder, Eric	2023.12.05
110	Jamieson, Zoe	2024.01.02
111	Harwood, Steven	2024.01.02

Renewed: 2024-May-27

LETTER OF UNDERSTANDING #1

BETWEEN:

THE CITY OF NANAIMO

AND:

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 905

Paid On-Call Fire Fighter Staffing Levels

The City may equip, train and maintain a cadre of POC Fire Fighters such that the community, within the present City Boundaries will be satisfactorily protected.

A maximum of fifty-two (52) POC Fire Fighters (excluding Protection Island) may be employed in the Operations Division during the life of the 2023 to 2024 Collective Agreement.

The City will notify the Union of the names of the POC Fire Fighters on or before October 31st of each year.

The City agrees that the number of regular full-time bargaining unit members shall not be reduced below seventy-four (74).

SIGNED ON BEHALF OF THE CITY OF
NANAIMO

SIGNED ON BEHALF OF I.A.F.F., LOCAL 905

"John Van Horne"
Director of Human Resources

"Chad Porter"
President

Date: 2014-Jan-14
Renewed: 2024-May-27

LETTER OF UNDERSTANDING #3

BETWEEN:

THE CITY OF NANAIMO

AND:

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 905

Operations Division - Vacation/Stats

The Employer reserves the right to require one (1) or more Operations Division Fire Fighter(s) on each shift to be off on vacation and/or statutory holiday time during each scheduled block of work. This letter applies to the Operations Division only and is without prejudice to the Employer's right to schedule vacation and statutory holiday time off.

SIGNED ON BEHALF OF THE CITY OF
NANAIMO

SIGNED ON BEHALF OF I.A.F.F., LOCAL 905

"John Van Horne"
Director of Human Resources

"Chad Porter"
President

Date: 2001-Feb-19
Renewed: 2024-May-27

LETTER OF UNDERSTANDING #4

BETWEEN:

THE CITY OF NANAIMO

AND:

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 905

Training

Full-time employees, who attend any pre-approved training courses including courses required for promotion within the Department at times other than during their normally scheduled hours of work, shall be paid at straight-time rates while so attending. Such time may, at the employee's option, be taken in cash or as time off, provided such time off may only be taken at times that are mutually agreeable to the employee and the Chief, or designate.

SIGNED ON BEHALF OF THE CITY OF
NANAIMO

SIGNED ON BEHALF OF I.A.F.F., LOCAL 905

"John Van Horne"
Director of Human Resources

"Chad Porter"
President

Date: 2001-Feb-19
Renewed: 2024-May-27

LETTER OF UNDERSTANDING #5

BETWEEN:

THE CITY OF NANAIMO

AND:

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 905

Training Scheduling

The Union and the City wish to facilitate arrangements for ongoing training of professional Fire Fighters. The parties understand that some training opportunities cannot be conveniently arranged within the current shift rotation system.

The Union and the City agree that in the past, in order to facilitate training, individual members of the professional firefighting crews have been rescheduled from night shift to day shift, without loss of pay and without loss of days off.

1. The City shall provide at least thirty (30) days notice to the Union and the individual Fire Fighter(s) affected to reschedule the Fire Fighter(s) regular shift from night shift to the corresponding day shift for the purpose of the affected individual(s) attending training.
2. Recognizing that some training opportunities do not meet the timelines as established in (3) above, the City may offer a member of the professional firefighting crew the opportunity to attend such training session subject to mutual approval between the employee, the Union and the City.

SIGNED ON BEHALF OF THE CITY OF
NANAIMO

SIGNED ON BEHALF OF I.A.F.F., LOCAL 905

"John Van Horne"
Director of Human Resources

"Chad Porter"
President

Date: 2003-Sep-26
Renewed: 2024-May-27

LETTER OF UNDERSTANDING #6

BETWEEN:

THE CITY OF NANAIMO

AND:

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 905

Training and Utilization of Paid-on-Call Fire Fighters

Either party may cancel this Letter provided that the cancelling party gives ninety (90) days written notice of cancellation to the other party.

This Letter is entered into on a without prejudice basis to the City's management's rights, and the rights that both parties had immediately prior to the implementation of the 2000-2002 Collective Agreement. With the exception of arbitrations over the explicit terms of this Letter, the parties agree that they will not refer to the existence of this Letter and/or any of its contents in any other arbitration, Labour Relations Board hearing, Court action or other litigation of any kind.

Training of Paid-on-Call Fire Fighters

1. The Employer will seek six (6) qualified Bargaining Unit members who are willing to train Nanaimo Fire Rescue Paid-on-Call (POC) Fire Fighters during their off duty time. Such training shall not exceed the NFPA 1001 Level I Standard (practical skills development and maintenance, as well as some theory topics).
2. The Nanaimo Fire Rescue Assistant Chief of Training will develop the annual training calendar in consultation with the six (6) Bargaining Unit trainers.
3. The Union will do everything reasonably within its power to ensure that six (6) qualified members agree to train under this Letter at all times. The Employer reserves the right to reject any trainer whom the Employer feels is not qualified.
4. Training provided by the six (6) Bargaining Unit members under this Letter during off duty time shall be paid a minimum of two (2) hours at the rate of time and one half (1.5) the Captain's rate of pay.
5. Bargaining Unit members who agree to train POC Fire Fighters under this Letter are required to provide such training as assigned by the Employer for a twelve (12) month period from the date they are accepted by the Employer, unless excused by the Employer for valid reason. It

is understood that employees may agree to train Nanaimo Fire Rescue POC Fire Fighters for successive twelve (12) month periods.

6. Multi-company skill maintenance evolutions shall continue, the contents of this letter notwithstanding.

Utilization of Paid-on-Call Fire Fighters

1. POC Fire Fighters shall not be used to backfill on shift for absent career staff in order to maintain normal staffing levels.
2. POC Fire Fighters shall not perform standby duties that are part of the Department's regularly scheduled operations.

SIGNED ON BEHALF OF THE CITY OF
NANAIMO

SIGNED ON BEHALF OF I.A.F.F., LOCAL 905

"John Van Horne"
Director of Human Resources

"Chad Porter"
President

Date: 2005-Feb-22
Renewed: 2024-May-27

LETTER OF UNDERSTANDING #7

BETWEEN:

THE CITY OF NANAIMO

AND:

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 905

Staff Opportunities

The parties agree, in order to facilitate opportunities for staff outside of regular job duties, as follows:

1. Full-time employees who attend any pre-approved conferences, site visits, or seminars (“Staff Opportunities”), on their days off shall be paid at straight time rates while so attending. Compensation will be for actual time worked, excluding travel time.
2. If an employee is required to attend a Staff Opportunity during a normally scheduled day shift they will experience no loss of pay.
3. The City shall provide at least thirty (30) days notice to the Union and the individual Fire Fighter(s) affected to reschedule the Fire Fighter(s) regular shift from night shift to the corresponding day shift for the purpose of the affected individual(s) attending a Staff Opportunity.
4. Recognizing that some Staff Opportunities do not meet the timelines as established in (3) above, the City may offer a member of the professional fire fighting crew the opportunity to attend such Staff Opportunities subject to mutual approval between the employee, the Union and the City.
5. Staff Opportunities will be offered to current advocates and current committee members on the basis of seniority as outlined below:
 - a. Staff Opportunities of a general nature will be awarded on the basis of overall seniority among interested advocates.
 - b. Staff Opportunities of a specific nature (i.e., related to a particular advocacy or committee) will be awarded on the basis of seniority within the particular advocacy or committee.

6. It is understood that Article 35(c) applies to meetings, and that regular operational meetings do not constitute Staff Opportunities.
7. Compensation for travel expenses will be in accordance with City of Nanaimo Travel Expense Policy, as amended from time to time.

SIGNED ON BEHALF OF THE CITY OF
NANAIMO

SIGNED ON BEHALF OF I.A.F.F., LOCAL 905

“John Van Horne”
Director of Human Resources

“Chad Porter”
President

Date: 2021-Nov-18
Renewed: 2024-May-27

LETTER OF UNDERSTANDING #8

BETWEEN:

THE CITY OF NANAIMO

AND:

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 905

Operations Division Compressed Work Schedule

1. In the event of a conflict between this LOU and the Collective Agreement, this LOU only supersedes the Collective Agreement to the extent of the LOU content.
2. This LOU is based upon the principle that there is neither any additional salary nor benefit cost to the employer nor any reduction in the salaries or benefits received by Employees.
3. It is agreed discussion related to the transition and trial period of 24 hour shifts are understood and agreed upon to be full, transparent notification to the union of any change of practice or processes and do not constitute a need for union agreement for changes, additions or losses. The management rights or provision of privileges remain unchanged.
4. The expectation is that the Employer and the Union will consult on solutions to address issues affecting service provision, like but not limited to, unfilled coverage vacancies, unfilled temporary transfers, sleep deprivation, mental and physical fatigue, increased emergency response and turn-out times, or staff disengagement.
5. Employees working Light Duties will continue to work the hours of work as outlined in Article 22. Sick Leave (e).
6. The Parties agree to determine baseline metrics for measuring the impacts (success or non-success) of the 24-hour shift trial, including but not limited to sick leave, WorkSafeBC leave, absence covered shifts, training, turn-out times, attendance management, shift trades, engagement measures (unfilled shifts), living boundaries and individual workloads.
7. The Parties agree that there will be no additional staffing costs to the Employer during the transition. Any additional hours will not incur additional pay, overtime, time off, or other forms of compensation. This transition will take no more than 2 weeks from the start date.

8. Should unforeseen circumstances arise during the life of the trial period of this LOU, the Employer or the Union may provide three (3) months' notice of its intention to change, or amend this LOU for reasonable grounds. Any changes or amendments must be by mutual consent of the bargaining committee.
9. This LOU is in effect as of March 1, 2025, for a thirty-six (36) month trial period in full force and effect until March 1, 2028. If neither party serves notice of its intention to terminate this LOU, the parties will revise the applicable articles of the IAFF Local 905 / City of Nanaimo collective agreement upon the subsequent renewal of the collective agreement by either ratification or by way of interest arbitration.
10. Should the Employer or the Union wish to terminate this compressed work schedule they must provide a minimum of at least three (3) months' notice of its intentions to terminate this LOU for reasonable grounds. This LOU cannot be terminated prior to the conclusion of the thirty-six (36) month trial period on March 1, 2028.

Operations Division Employees shall work a compressed work schedule, which consists of the following:

- a. The hours of duty shall be averaged at forty-two (42) hours per week based upon a seven (7) day week. A work week shall consist of one (1) twenty-four (24) duty shift commencing at 08:00 hours, immediately followed by forty-eight (48) hours off-duty, immediately followed by one (1) twenty-four (24) duty shift commencing at 08:00 hours, immediately followed by ninety-six (96) hours off-duty.
 - b. Twenty-four (24) hour duty shifts may be divided into half-duty shifts of 12 hours (08:00 - 20:00 / 20:00 - 08:00) as approved by the Employer for the purposes of Training Scheduling, Staff Opportunities, Overtime, Sick Leave, Flex Firefighters, Shift Trades, Overtime Accumulation.
11. Employees shall have a minimum of 12 clear hours off before commencing a 24-hour duty shift. Additionally, Employees must have 24 clear hours off immediately following a 24-hour duty shift, except to provide staffing for emergency incidents.
 12. Employees shall refrain from working, volunteering, or performing other activities that may cause them to become fatigued prior to commencing a 24-hour duty shift or from becoming further fatigued immediately following a 24-hour duty shift.

13. Employees are responsible for ensuring that they arrive for their duty shift fit for duty, manage their fatigue throughout their duty shift, and are safe to drive at the conclusion of their duty shift. If the Station Officer has reason to believe an employee may be fatigued to the point that they may be unfit to drive, the Station Officer must direct the individual to stay and rest after their shift or find an alternate means of transportation home. This does not constitute a shift extension for compensation purposes.
14. There shall be three (3) work periods within each respective duty shift, consisting of 09:00-12:00, 13:00-16:00, and 16:00-19:00 hours.
15. Operations Division Employees will be restricted to the following shift trade provisions:
 - a. There will be a limit of three (3) employees on shift trade on any given duty shift (24 hour period). Whether the trade is for a full or partial shift, it counts as one shift trade.
16. Employees must reside within two (2) hours of travel time to the nearest respective City of Nanaimo boundary.
17. The parties agree that there is a potential for delays with employer investigations due to the reduced number of scheduled workdays for Operations Division employees to be available for meeting with the employer during their weekly schedule. If expediency is desired by either party, with mutual agreement, the employer may schedule an investigative meeting on an employee's off duty time.

Amendments to Collective Agreement Articles:

9. HOURS OF WORK

The hours of work for all employees covered by this Agreement shall be as follows:

(a) Operations Division

The hours of duty shall be averaged at forty-two (42) hours per week based upon a seven (7) day week. A work week shall consist of **one (1) twenty-four (24) shift** ~~two (2) consecutive ten (10) hour day shifts~~ commencing at 08:00 hours, immediately followed by **twenty-four (24) forty-eight (48) hours off-duty**, immediately followed by ~~two (2) consecutive fourteen (14) hour night shifts commencing at 18:00 hours~~ **one (1) twenty-four (24) shift commencing at 08:00 hours, immediately followed by ninety-six (96) hours off-duty.** ~~and then four (4) days off.~~

19. VACATIONS

(a) Vacation Entitlements

Employees with less than one (1) year of service are probationary employees and shall receive four percent (4%) of earnings as credit for vacation time. Employees who were hired on or before January fifteenth (15th) of any year, are deemed for vacation purposes to have completed a full calendar year of service in their first (1st) calendar year of employment (January – December).

All permanent employees shall receive annual vacations based on a calendar year, as follows:

During first full calendar year & second year 2 weeks (~~3~~ **4** duty shifts)

During third to ninth full calendar years 3 weeks (~~12~~ **6** duty shifts)

During tenth to fourteenth full calendar years 4 weeks (~~16~~ **8** duty shifts)

During fifteenth to nineteenth full calendar years 5 weeks (~~20~~ **10** duty shifts)

During twentieth and subsequent full calendar years 6 weeks (~~24~~ **12** duty shifts)

***For the purpose of Vacation Entitlements one (1) duty shift is 24 hours.**

20. BEREAVEMENT LEAVE

(a) All employees coming within the scope of this Agreement shall be entitled to a maximum of ~~four (4) days~~ **48 hours (2 full-duty shifts)** compassionate leave in case of bereavement in the employee's immediate family. Immediate family to include the father, mother, spouse, common law spouse, children, sibling, parent-in-law, sibling-in-law, step- parents, grandparents and grandchildren of an employee.

(b) Periods of time in excess of ~~four (4) days~~ **48 hours (2 full-duty shifts)** may be granted at the discretion of the Fire Chief without pay.

22. SICK LEAVE

(a) Entitlement

(i) Employees with more than one (1) years service with the City shall be entitled to an aggregate of eighteen ~~(18) working days~~ **216 hours** sick leave with pay in each calendar year to be used only where the illness incapacitates the employee to the extent of rendering the employee incapable of carrying out their regular employment. Proof of such illness shall be given if demanded by the City by the production of the certificate of a physician. Employees with less than one (1) years service shall receive annual sick leave with pay at the rate of ~~one and one half (1 1/2) days~~ **18 hours** sick leave for every month in which the employee has worked for the Employer. In no case shall the aggregate of such sick leave exceed ~~eighteen (18) working days~~ **216 hours** in any one (1) calendar year.

(ii) For the purposes of this Article, "working day" and sick leave entitlements are defined as follows:

(a) Those employees whose annual salary is based upon and whose scheduled hours of work are stated as "~~182 working days~~ **91 duty shifts @ 12 24-hour average = 2184**" are entitled to eighteen ~~(18)~~ **(9)** days sick leave based on a ~~12 24-hour~~ day for a total of 216 hours per calendar year (Suppression Duties).

(b) Those employees whose annual salary is based upon and whose normal hours of work are stated as "9 1/2 hour day - 52 weeks a year - 1976 hours per year" are entitled to eighteen (18) days sick leave based on a 9 1/2 hour day for a total of 171 hours per calendar year (Prevention - Pre-plan Duties).

(c) Those employees whose annual salary is based upon and whose normal hours of work are stated as 8 hours per day are entitled to 18 days sick leave times 8 hours per day for a total of 144 hours per calendar year.

(iii) All sick leave transactions shall be conducted in hours i.e., additions/deletions. Employees shall be deducted the actual number of sick leave hours utilized/claimed.

(iv) Employees shall be entitled to use a maximum total of ~~four (4) days~~ **(2 full-duty shifts, or 4 half-duty shifts)** of their annual sick leave entitlement per year, irrespective of the number of individuals or incidents involved, in the case of life threatening illness to members of the employee's immediate family, as defined in Article 20(a), in order for the employee to provide care or comfort to such family member.

(b) Individual Accumulated Sick Leave

In addition to the annual sick leave to which any employee is entitled under this section, an employee shall also be entitled to accumulate sick leave days to their credit to a maximum of ~~one hundred (100) days~~ **1200 hours**. When there is an accumulation of sick leave, such leave shall first be taken from the current year sick leave, until the current year sick leave has been exhausted. After the current year sick leave has been exhausted, the employee will access their accumulated sick leave bank for further sick leave. Employees shall receive one hundred percent (100%) accrual of unused sick leave for their future benefit during their employment with the City up to a maximum of ~~one hundred (100) days~~ **1200 hours**.

(c) Sick Leave Gratuity

All employees after completion of ten (10) years continuous service shall, upon retirement or upon severance of service other than dismissal for cause, be paid a gratuity for the unused balance of sick leave, if any, due them at that time up to a maximum of ~~fifty-seven (57) working days~~ **684 hours**. In the event of death of any employee before retirement, the Sick Leave Gratuity shall be paid to a surviving spouse, or in the event of there being no surviving spouse, be paid at the discretion of the Employer to a dependent immediate family member.

(d) Sick Leave Bank

(i) Each employee shall contribute annually a sufficient number of days to maintain such Sick Leave Bank provided that in no case shall an employee be required to contribute more than ~~six (6) days~~ **72 hours** annual sick leave in any one year. The contributions shall not collectively result in any accumulation of more than an amount that is equal to ~~6 days~~ **72 hours**, per full-time bargaining unit employee. The bank will be adjusted proportionately with the number of full-time bargaining unit employees on December 31st of each year.

(ii) Application for an allotment from the Sick Leave Bank may be made by a permanent employee who has suffered a major illness or who has suffered a major injury which is not compensable under the "Workers' Compensation Act" and shall be submitted to the Union Executive and shall be subject to the approval of the said Executive. No allotment from the Sick Leave Bank shall be approved unless and until the employee concerned has exhausted their entire annual and accrued sick leave allotment and their annual vacation. The number of days sick leave to be

allotted from the Sick Leave Bank shall be determined by the Union Executive but in no case shall such allotment exceed ~~one hundred (100) working days~~ **1200 hours** in respect of each major illness. Payment of days allotted from the Sick Leave Bank shall be made in installments covering the normal pay period of the employee concerned.

23. JURY OR WITNESS PAY

Any employee covered by this Agreement who is forced to be absent from duty as a result of serving as a juror or a witness, shall receive from the City, in lieu thereof, pay at the regular rate for the actual number of hours served that were scheduled to be worked, and any juror or witness pay received by the employee covering the hours absent from duty shall be remitted to the City.

An employee on ~~day~~ shift serving jury or witness duty ~~will not be expected to return to work to complete their shift if such duty extends beyond 16:00 hours. An employee on evening shift will be entitled to four (4) hours clear of jury or witness duty prior to commencing their shift.~~ **required to return to duty upon completion.**

28. SALARY SCHEDULE

(a) Employees shall be paid as per Schedule A attached to and forming part of this Agreement. Pay periods will be bi-weekly on Fridays and all new employees will be paid by means of a direct deposit payroll system.

(b) Rate Calculation

Hourly Rate Calculation

Monthly Salary x 12 = Yearly Salary
(Monthly Salary is broken down for convenience only)

Yearly Salary divided by 2184 hours (~~182 91~~ days x ~~12 24~~) = Hourly Rate, rounded to nearest 1/10 cent.

Daily Rate Calculation

Hourly Rate x 12 hours (working hours in a day) = Daily Rate

Statutory Pay Calculation

Daily Rate x 8 Stat Holidays divided by 12 months, rounded to nearest dollar = Monthly Stat Pay.

(c) All positions in the Operations Division, Fire Prevention Division, **and** Pre-plan Division shall be included in Salary Schedule A.

(d) The indices for determining the salary rates for Captain and Lieutenant in Schedule A Salary Rates shall be one hundred twenty-two percent (122%) of the tenth (10th) year Fire Fighter rate and one hundred twelve percent (112%) of the tenth (10th) year Fire Fighter rate, respectively.

38. FLEX FIRE FIGHTERS

(a) Purpose & Staffing

(i) The purpose of the Flex Fire Fighters is to provide flexibility in staffing within the Operations Division in order to provide more consistent staffing levels, including but not limited to covering for employee absences.

(ii) The Employer may use up to **twenty (20) or** ten percent (10%) (with any resulting fraction rounded up to the next whole number), **whichever is greater**, of the full time paid Operations Division Fire Fighters as Flex Fire Fighters. Flex Fire Fighters shall work a flexible schedule as set out in this Article.

(iii) The pool of Flex Fire Fighters (Flex Pool) shall **be comprised of** the required number of the least senior Fire Fighters in the Operations Division. When new Fire Fighters are hired in the Operations Division they shall be placed in the Flex Pool and the most senior Flex Pool employee(s) shall be placed in a regular position in the Operations Division, provided that the required number of Flex Fire Fighters are maintained in the Flex Pool.

(iv) Although the primary purpose of a Flex Fire Fighter is to provide flexibility in staffing, each Flex Fire Fighter shall be assigned to follow the shift cycle of a platoon for purposes of taking vacation and/or, statutory holidays and/or when not required to work elsewhere for operational reasons.

(b) Hours of Work

(i) Flex Fire Fighters under this Article are not covered by Article 9(a) - Hours of Work Operations Division, Article ~~9(f)(d)~~ – Duration and Posting of Schedules, ~~Article 9(g)~~, nor Article 35(a) - Overtime Defined. All other provisions of the Collective Agreement shall apply including seniority as per Article 13.

(ii) Flex Fire Fighters shall work the same number of yearly straight time hours as are worked by other full-time Operations Division Fire Fighters (i.e. 2184 hours).

They shall work a maximum of ~~twenty-eight (28)~~ **fourteen (14) duty** shifts per each fifty-six (56) day work cycle – both inclusive of the paid time off per the applicable provisions of the Collective Agreement.

(iii) The work cycle for each Flex Fire Fighter shall be individually determined by the Employer as a period commencing at 08:00 Monday and ending fifty-six (56) days later at 07:59 hours Monday. The fifty-six (56) day work cycle to which a Flex Fire Fighter is assigned may start on any Monday established by the Employer for this purpose in order to best meet operational requirements. There will be a maximum of eight (8) work cycles established.

~~(iv) A day shift for Flex Fire Fighters is defined as ten (10) consecutive hours normally commencing at 08:00 hours and finishing at 18:00 hours. A night shift for Flex Fire Fighters is defined as fourteen (14) consecutive hours normally commencing at 18:00 hours and finishing at 08:00 hours. A combined shift for Flex Fire Fighters is defined as a day shift immediately followed by a night shift or a night shift immediately followed by a day shift. Flex Fire Fighters working a combined shift shall be given at least one (1) full shift off between the end of the combined shift and the beginning of their next shift. A work week shall consist of one (1) twenty-four (24) hour duty shift commencing at 08:00 hours, immediately followed by forty-eight (48) hours off-duty, immediately followed by one (1) twenty-four (24) hour duty shift commencing at 08:00 hours, immediately followed by ninety-six (96) hours off-duty. Flex Firefighters will not be required to work more than twenty-four (24) hours continuously without a break of twenty-four (24) consecutive hours, except for the purpose of providing staffing for emergency incidents.~~

(v) Flex Fire Fighters shall not work more than ~~sixty-two (62)~~ **seventy-two (72)** hours in any work week ~~or one hundred and twenty-four (124) hours over any two (2) week period~~, unless overtime applies in accordance with sections (d)(i) or (d)(ii) below. The work week is defined as the period from 08:00 hours on Monday to 07:59 hours on the following Monday.

(c) Scheduling

(i) Flex Fire Fighters shall be scheduled so as to best meet the Department's operational requirements, recognizing their desire to work a normal shift configuration **consisting of one (1) twenty-four (24) hour duty shift commencing at 08:00 hours, immediately followed by forty-eight (48) hours off-duty, immediately followed by one (1) twenty-four (24) hour duty shift commencing at 08:00 hours** ~~(i.e. two (2) consecutive day shifts followed by two (2) consecutive night shifts).~~

(ii) An individual annual shift schedule shall be provided to each Flex Fire Fighter as soon after the vacation schedule has been determined as operationally possible.

The shift schedule for any Flex Fire Fighter may not necessarily follow the current platoon schedules, provided the required number of yearly straight time hours and the required number of straight time shifts per work cycle are maintained per section (b)(ii).

(iii) The Department may change the shift schedule and/or the shifts to be worked by any Flex Fire Fighter so as to best meet operational requirements provided the required number of yearly straight-time hours and the required number of straight time shifts per work cycle are maintained per section (b)(ii).

(iv) The Department may require a Flex Fire Fighter to commence work on any shift after the normal start time for such shift. When required to commence work on a shift after the normal start time for such shift, the scheduled Flex Fire Fighter shift shall end at the normal end time for such shift (i.e. 08:00 or 20:00 hours). The Flex Fire Fighter shall be deemed to have worked all the straight time hours for which that shift is normally worked (i.e. 12 hours or 24 hours) and overtime shall apply to hours extending past the normal end time for the shift pursuant to section (d)(i) below.

(v) One Flex Fire Fighter shall be assigned to each twenty-four (24) hour duty shift coverage period once every sixteen (16) calendar days. The Flex Fire Fighter's individual coverage period shall be scheduled from 08:00 to 20:00 hours (12-hours) and 20:00 to 08:00 hours (12-hours). The Flex Fire Fighter shall be contacted prior to 08:00 hours for a half duty shift (08:00 - 20:00) or full duty shift (08:00 - 08:00), and prior to 20:00 hours for a half duty shift (20:00 - 08:00). After 08:00 hours and 20:00 hours, respectively, the Flex Fire Fighter may accept a partial half duty shift however, they are not required to be available. A Flex Fire Fighter accepting a half duty shift or partial duty shift shall be credited with a half duty shift off. A Flex Fire Fighter accepting a full duty shift shall be credited with a full duty shift off. The fifth Flex Fire Fighter on each Platoon will cover vacation and long term illness for Flex Fire Fighters.

(vi) The Department may cancel the scheduled shift of a Flex Fire Fighter when it believes that it is unnecessary to have the Fire Fighter work that shift. In this eventuality, the resulting unworked shift hours may be rescheduled by the Department during the applicable fifty-six (56) day work cycle. The Fire Fighter shall be paid for all straight time shift hours that are not re-scheduled during the particular fifty-six (56) day work cycle and they are deemed to have worked all the straight time hours for which they are so paid, and overtime shall apply as if the employee had so worked pursuant to sections (d)(i) or (d)(ii) below. For further clarity, if a shift is cancelled and the Flex Fire Fighter is not rescheduled to work an equivalent shift (~~i.e. day for day, night for night~~) during the particular fifty-six (56) day work cycle, then the Flex Fire Fighter shall be deemed to have worked the required hours, or shall be paid overtime, whichever is applicable.

(vii) Minimum notice of **twelve (12) hours** ~~eight (8) hours before a day shift and four (4) hours before a night shift~~ will be given when a Flex Fire Fighter's previously scheduled shift is cancelled pursuant to section (c)(v) above.

~~(viii) Flex Fire Fighters shall be given as much notice of the combined shifts that they are to work as is operationally possible. Recognizing that a minimal amount of notice will be provided when a Flex Fire Fighter's shift schedule and/or shift is changed pursuant to section (c)(iii). When the Employer wishes to schedule a combined shift with less than eight (8) hours notice before a day shift or four (4) hours notice before a night shift, the Employer will make every reasonable attempt to schedule a Flex Fire Fighter who is not currently on shift.~~

(d) Overtime

(i) ~~Except if working a combined shift,~~ Flex Fire Fighters shall be paid overtime at the rate of time and one-half (1 1/2) for work performed on a regular work ~~day~~ **shift** that is in excess of their scheduled hours on that day. ~~(i.e. 10 hours or 14 hours as applicable).~~

(ii) Flex Fire Fighters shall be paid overtime for work performed in excess of three hundred and thirty-six (336) straight time hours in any fifty-six (56) day cycle, provided that only regularly scheduled straight time hours worked in each cycle are to be counted in this calculation.

Duty shifts can be broken into two (2) half-duty shifts (08:00 - 20:00, or 20:00 - 08:00) for the purpose of scheduling Flex Fire Fighters.

LETTER OF UNDERSTANDING #5

BETWEEN:

THE CITY OF NANAIMO

AND:

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 905

Training Scheduling

The Union and the City wish to facilitate arrangements for ongoing training of professional Fire Fighters. The parties understand that some training opportunities cannot be conveniently arranged within the current shift rotation system.

The Union and the City agree that in the past, in order to facilitate training, individual members of the professional firefighting crews have been rescheduled from night shift to day shift, without loss of pay and without loss of days off.

1. **The** City shall provide at least thirty (30) days notice to the Union and the individual Fire Fighter(s) affected to reschedule the Fire Fighter(s) regular **half-duty night** shift ~~from night shift~~ **(20:00-08:00)** to the corresponding **half-duty day** shift **(08:00-20:00)** for the purpose of the affected individual(s) attending training.
2. Recognizing that some training opportunities do not meet the timelines as established in (3) above, the City may offer a member of the professional firefighting crew the opportunity to attend such training session subject to mutual approval between the employee, the Union and the City.

Date: 2003-Sep-26

Renewed: 2024-May-27

LETTER OF UNDERSTANDING #7

BETWEEN:

THE CITY OF NANAIMO

AND:

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 905

Staff Opportunities

The parties agree, in order to facilitate opportunities for staff outside of regular job duties, as follows:

1. Full-time employees who attend any pre-approved conferences, site visits, or seminars (“Staff Opportunities”), on their days off shall be paid at straight time rates while so attending. Compensation will be for actual time worked, excluding travel time.
2. If an employee is required to attend a Staff Opportunity during a normally scheduled ~~day~~ duty shift they will experience no loss of pay.
3. **The City shall provide at least thirty (30) days notice to the Union and the individual Fire Fighter(s) affected to reschedule the Fire Fighter(s) regular half-duty night shift (20:00-08:00) to the corresponding half-duty day shift (08:00-20:00) for the purpose of the affected individual(s) attending a Staff Opportunity.**
4. **Recognizing that some Staff Opportunities do not meet the timelines as established in (3) above, the City may offer a member of the professional firefighting crew the opportunity to attend such Staff Opportunities subject to mutual approval between the employee, the Union and the City.**
5. Staff Opportunities will be offered to current advocates and current committee members on the basis of seniority as outlined below:
 - a. Staff Opportunities of a general nature will be awarded on the basis of overall seniority among interested advocates.
 - b. Staff Opportunities of a specific nature (i.e., related to a particular advocacy or committee) will be awarded on the basis of seniority within the particular advocacy or committee.

6. It is understood that Article 35(c) applies to meetings, and that regular operational meetings do not constitute Staff Opportunities.
7. Compensation for travel expenses will be in accordance with City of Nanaimo Travel Expense Policy, as amended from time to time.

Date: 2021-Nov-18

Renewed: 2024-May-27

NOTE: This signature block below is for the entire LOU #8

SIGNED ON BEHALF OF THE CITY OF
NANAIMO

SIGNED ON BEHALF OF I.A.F.F., LOCAL 905

"John Van Horne"
Director of Human Resources

"Chad Porter"
President

Date: 2024-May-27

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