

Canada's Tournament Capital

COLLECTIVE AGREEMENT

2022-2025

Between

THE CITY OF KAMLOOPS

and

THE KAMLOOPS PROFESSIONAL FIREFIGHTERS' ASSOCIATION LOCAL 913, IAFF

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THIS AGREEMENT made and entered into on the 11th day of June, 2024.

BETWEEN:

THE CITY OF KAMLOOPS

(Hereinafter called the "City")

PARTY OF THE FIRST PART

AND: THE KAMLOOPS FIREFIGHTERS' ASSOCIATION, LOCAL 913 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

(Hereinafter called the "Association")

PARTY OF THE SECOND PART

ARTICLE 1: COVERAGE

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

ARTICLE 2: TERM OF AGREEMENT

- 2.1 This Agreement shall be for a term of forty-eight (48) months, with effect from the 1st day of January 2022 to the 31st day of December 2025 inclusive and shall remain in full force and effect from year to year thereafter unless either party gives the other party written notice of desire to terminate or amend the Agreement in accordance with the provisions of the Labour Code of British Columbia.
- 2.2 The parties to this Agreement hereby specifically exclude the operation of Subsection 50(2) and 50(3) of the Labour Code of British Columbia.

ARTICLE 3: UNION SECURITY AND MANAGEMENT RIGHTS

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

ARTICLE 4: REMUNERATION

- 4.1 Employees shall be paid in accordance with the scale of remuneration set forth in Schedule "A" to this Agreement.
- 4.2 The biweekly method of payment shall be noted in Schedule "A".
- 4.3 The Mechanics will be allowed to purchase replacement tools of the same quality through the mechanical budget that are included in a management-approved inventory. The Fire Chief or their designate will approve all tool repair and purchases.
- 4.4 Field Instructor Pay
 - a) An employee who is designated by the Employer to provide specialized training to other employees shall be paid at the rank of the Lieutenant for such time spent in the formal instruction of the specialized knowledge to the other employees of this bargaining unit. If the employee's rate of pay is greater than the rank of Lieutenant, the employee will be compensated at their regular rate of pay.
 - b) All off-duty instructor training time shall be paid at the rate of one and a half (1.5) times the Lieutenant rate of pay, or one and a half (1.5) times the employee's regular rate of pay, whichever is greater.
 - c) All off-duty preparation time shall be paid at the rate of one and a half (1.5) times the Lieutenant rate of pay, or one and a half (1.5) times the employee's regular rate of pay, whichever is greater. Preparation time is to be reasonable and must be pre-approved by the Fire Chief or their designate.
 - d) All reasonable effort will be made to schedule training and preparation time on the employee's normal working shift.

4.5 Outside Agency Training

An employee who is designated by the Employer to provide training to outside agencies shall be paid in the following manner (effective January 1, 2017):

- a) Instructor paid at the rank of Lieutenant for a minimum of four (4) hours to a maximum of ten (10) hours.
- b) Safety Officer paid at the rank of 1st Class Firefighter for minimum four (4) hours to a maximum of ten (10) hours.
- c) Any time worked over ten (10) hours to be paid at one and a half (1.5) times the applicable rate of pay in a) or b).

ARTICLE 5: HOURS OF WORK

5.1 Kamloops Fire Rescue shall be operated in accordance with the *Fire Department Act*, Chapter 143 of the Revised Statutes of British Columbia, 1996, and amendments thereto, and in accordance with the City Fire Department Bylaw(s), if any.

5.2 Fire Suppression

a) The basic work week for fire suppression personnel shall consist of an average of not more than forty-two (42) hours per week. Shifts shall be two (2) ten (10) hour day shifts, followed by two (2) fourteen (14) hour night shifts, followed by four (4) consecutive days off.

5.3 Fire Prevention, Mechanical, and Training Branches and Special Assignments

- a) Employees employed in the Fire Prevention Branch, Mechanical Branch, and Training Branch will work a compressed work week (i.e. four (4) ten (10) hour days worked consecutively between Monday and Friday). Changes to the compressed work week will be dealt with on a case-by-case basis and must be agreed to by the Fire Chief or their designate and the employee.
- b) Employees awarded a Special Assignment posting will work on a schedule approved by the Fire Chief or their designate. The work week will not exceed forty-two (42) hours. Changes to the approved schedule will be dealt with on a case-by-case basis by the Fire Chief or their designate.

5.4 Flex Firefighters

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

- a) A maximum of eight (8) members will be employed as Flex Firefighters at one time.
- b) Flex Firefighters shall work a maximum of three hundred and thirty-six (336) hours in a fifty-six (56) day cycle. For the purposes of this provision, there may be up to eight (8) separate and distinct fifty-six (56) day cycles.

- c) Members required to work the schedule set out under (b) above shall be assigned to a fifty-six (56) day cycle and may be required to work up to a maximum of three hundred thirty-six (336) within that cycle at straight time rates, subject to the following:
 - Wages and benefits will remain constant with current practices (i.e. eighty-four [84] hours pay at straight time per biweekly pay period); and
 - ii) The City will assign Flex Firefighters to a platoon for the purpose of providing relief; and
 - iii) The Flex Firefighters shall select vacation under the direction of Fire Chief or their designate, as follows:
 - Flex Firefighters shall pick their holidays in the Flex Firefighter group by seniority.
 - when a complete tour is taken, the four (4) shifts preceding and the four (4) shifts after are also included as holiday time.
- d) Flex Firefighters will not be required to work more than twenty-four (24) hours straight without a break of twenty-four (24) consecutive hours.
- e) All attempts will be made to configure the work schedule to two (2) ten (10) hour day shifts followed by two (2) fourteen (14) hour night shifts.
- f) The scheduling of hours for Flex Firefighters shall be at the discretion of the Fire Chief or their designate.
- g) In the event of a platoon vacancy, Flex Firefighters shall fill the position on the basis of seniority.
- h) If more than one Flex Firefighter is assigned to a platoon, the junior member will be the first to adjust their schedule.
- i) After completing four (4) years as a Flex Firefighter, the Fire Chief or their designate will review the individual and assign them to a platoon as a Fixed-Flex or place them into a full-time equivalent (FTE) vacancy.

5.5 <u>Communications Operators</u>

- a) The basic work week for Communication Operators shall consist of an average of not more than forty-two (42) hours per week. Shifts shall be two (2) ten (10) hour day shifts, followed by two (2) fourteen (14) hour night shifts, followed by four (4) consecutive days off.
- b) The Lead Communications Operator work week consists of four (4) ten (10) hour day shifts worked consecutively between Monday and Friday.

- c) Casual Communications Operators are scheduled on an as and when needed basis. Casual Communication Operators may be used to relieve permanent and temporary employees during vacation, sick leave, or other paid or unpaid leaves of absence, or to provide extra workers to meet operational demands.
- d) Casual Communications Operators will be guaranteed fifty (50) hours per month.
- e) Casual Communications Operators will be required to accept a minimum of fifty (50) hours per month.
- f) A minimum of eight (8) full-time Communications Operators will be employed before Casual Communications Operators are employed.
- g) Casual Communications Operator shifts shall be a minimum of four (4) hours in length and shall not exceed fourteen (14) hours.

ARTICLE 6: OVERTIME AND CALL OUT

- 6.1 Employees reporting for emergent work on the call of the City at any time other than their regular working hours shall be paid at the rate of two (2) times their regular rate of pay with a minimum of two (2) hours at this rate.
- 6.2 All time worked beyond the employee's regular work day or regular shift at the request of the City shall be deemed to be overtime and shall be paid at time and one-half (1.5) for the first two (2) hours and double (2) time thereafter.
- 6.3 An employee attending approved training, paid for by the Employer, shall be paid at time and one-half (1.5) at their regular rate of pay for a minimum of two (2) hours.
- 6.4 Any other activities outside normal scheduled working hours shall be paid at the rate of time and a half (1.5) the employees' regular rate of pay with the exception of meeting time and reasonable out of town travel which will be compensated at the employees' regular rate of pay at straight time.
- 6.5 An employee may bank overtime up to a maximum of 48 (forty-eight) hours, which can only be used for time off in the future. Any amount over the maximum 48 (forty-eight) hours will be automatically paid out. There is no other payout provision for banked overtime with the exceptions of death, retirement, resignation, or promotion out of the bargaining unit.
- 6.6 Subject to operational requirements, employees may request to use banked overtime as paid time off. Banked time off will only be taken upon mutual agreement between the employee and the Fire Chief or their designate.
- 6.7 <u>Suppression Division</u>
 - a) One Suppression employee per shift will be allowed banked time off.
 - b) If banked overtime is taken as paid time off, all Suppression staff must take full shifts.

- c) The City will manage the system of call back shifts for all short-term sickness and injury. The rate of pay for these shifts will be the equivalent to time and a half (1.5) the employee's regular rate of pay to a maximum of time and a half (1.5) the 4th Year Firefighter rate of pay. Under the direction of the Fire Chief or their designate, the on-duty Platoon Captain will fill this role for the Association. In the event of any error or omission, the remedy is for the affected employee to remain at the top of the list for the next opportunity.
- d) The City will manage the system of call back shifts for all long-term disability and WorkSafe sickness and injury and only when staffing levels are below roster level. The call back shifts will commence once a member commences long-term disability or WorkSafe sickness and injury. The rate of pay for these shifts will be time and a half (1.5) the employee's regular rate of pay to a maximum of time and a half (1.5) the 4th Year Firefighter rate of pay. Under the direction of the Fire Chief or their designate, the on-duty Platoon Captain will fill this role for the Association if required for staffing levels. In the event of any error or omission, the remedy is for the affected employee to remain at the top of the list for the next opportunity.

6.8 <u>Communications Division</u>

- a) One Communications Operator per shift will be allowed banked time off.
- b) If banked overtime is taken as paid time off, all Communications Operators staff must take full shifts, unless prior approval is obtained from the Fire Chief or their designate.
- c) The City will manage the system of call back shifts for all short-term sickness and injury. The rate of pay for these shifts will be the equivalent to time and half (1.5) the employee's regular rate of pay to a maximum of time and a half (1.5) a 4th Year Communications Operator rate of pay. Under the direction of the Fire Chief or their designate, the LCO or on-duty Platoon Captain will fill this role for the Association. In the event of any error or omission, the remedy is for the affected employee to remain at the top of the list for the next opportunity.
- d) The City will manage the system of call back shifts for all long-term disability and WorkSafe sickness and injury and only when staffing levels are below roster level. The call back shifts will commence once a member commences long-term disability or WorkSafe sickness and injury. The rate of pay for these shifts will be the equivalent to time and a half (1.5) the employee's regular rate of pay to a maximum of time and a half (1.5) a 4th Year Communications Operator rate of pay. Under the direction of the Fire Chief or their designate, the LCO or on-duty Platoon Captain will fill this role for the Association if required for staffing levels. In the event of any error or omission, the remedy is for the affected employee to remain at the top of the list for the next opportunity.

6.9 Fire Prevention

a) The Fire Prevention Office will maintain a minimum of two employees on duty, unless prior approval is obtained from the Fire Chief or their designate.

- 6.10 Mechanical Division and Training Division
 - a) The Mechanical Division and the Training Division will each maintain a minimum of one employee on duty, unless prior approval is obtained from the Fire Chief or their designate.
- 6.11 Black-out times for all divisions when no banked time will be approved as time off or specific circumstances that require consistent staffing may be established by mutual agreement of the Employer and the Union. Such mutual agreement shall not be unreasonably withheld.

ARTICLE 7: COURT APPEARANCE

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

ARTICLE 8: CHANGES IN WORKING CONDITIONS

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

ARTICLE 9: VACANCIES - POSTING OF POSITIONS

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

9.3 <u>Communications Division</u>

- a) Casual Communications Operators are eligible to post into full time permanent or temporary Communications Operator vacancies.
- b) When a Communications Operator vacancy occurs in the dispatch center, the senior qualified Casual Communications Operator will be offered the vacancy.
 - a. All subsequent postings for Communications Operators in the dispatch center will be posted as per the Collective Agreement.
- c) All Lead Communications Operator vacancies will follow the posting process as per the Collective Agreement.

ARTICLE 10: DISMISSALS, LAYOFFS, SUSPENSIONS, AND DEMOTIONS

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

10.5 Union Representation

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

ARTICLE 11: PROBATION, SENIORITY, AND PROMOTION

11.1 Probation

- a) It is agreed that new full-time employees shall be on probation until they have completed nine (9) months satisfactory service.
- b) Casual Communications Operator probationary periods shall be 1,638 hours worked.
- c) Employees appointed, promoted, or transferred shall serve a six (6) month period of probation from the date of appointment, promotion, or transfer. If during or immediately following the six (6) month probationary period, the City can prove that the employee is incapable of fulfilling the duties of the new position, the employee shall relinquish the new position, but shall have the privilege of reverting to their former classification without loss of seniority.

11.2 <u>Seniority</u>

- a) Kamloops Fire Rescue seniority shall be calculated from the date the employee commenced employment with Kamloops Fire Rescue. When two (2) or more employees are permanently appointed to Kamloops Fire Rescue on the same date, their Kamloops Fire Rescue seniority shall be deemed to be equal even though they are placed on the seniority list in alphabetical order.
- b) Employees appointed or promoted to a position not subject to this Agreement shall retain seniority for a period not to exceed six (6) months. Should an employee return to the bargaining unit within the six (6) month period, they shall return to their previous classification.
- c) Casual Communications Operators seniority will be based on total hours worked.
- d) A list showing Kamloops Fire Rescue seniority shall be placed in each fire station prior to vacation selection. A copy shall be provided to the Union.

11.3 Promotions

It is agreed that promotions within Kamloops Fire Rescue shall be in accordance with Schedule "B" (Promotions) to this Agreement.

11.4 Pay for Acting Senior Capacity

Each employee who is assigned by the Fire Chief or their authorized representative to accept the responsibility of and carry out the duties of a position or rank senior to that which they normally hold, shall be paid at the rate for the senior position or rank while acting.

- 11.5 All courses and training will be awarded on seniority as follows:
 - a) Promotional Course Kamloops Fire Rescue seniority;
 - b) Specialized Teams Team seniority; and
 - c) Job Specific Course Kamloops Fire Rescue seniority within the Division.
- 11.6 Senior officers will evaluate the skill, competence, and ability of newly appointed officers.

ARTICLE 12: WORK COVERAGE

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

c) The routine housekeeping, painting, minor fire and rescue station renovations, maintenance of furnishings, equipment, and real property related thereto.

ARTICLE 13: GENERAL

- 13.1 Employees in the course of their employment may be required to undergo a thorough medical examination as required by the City and the Medical Officer, who shall be appointed by the City and shall submit a report to the City indicating the status of the employee's health and whether or not they are able to carry out the normal duties to which they are assigned. The costs of such medical examination will be borne by the City.
- 13.2 The City should provide, at the discretion of the Fire Chief or Incident Commander, nourishment for the staff at any major or extended incident, in accordance with WorkSafe regulations.
- 13.3 Any employee coming within the scope of this Agreement, will be granted the services of the City Solicitor without charge for the purpose of representing them, who, as a result of any matter arising out of or in the course of their normal work duties and/or assignments, is personally involved in a legal or court action. Should the employee be proven guilty of gross negligence in a Court of Law, then the employee shall reimburse the Employer for all legal costs in representing them.
- 13.4 The City will not discriminate against any member of the Association by reason of Association activities.
- 13.5 Employees shall have access to their personnel files. Any employee may respond in writing to any report in their personnel file, and such response shall become part of the file.
- 13.6 Disciplinary letters will be removed from an employee's file after three (3) years, providing the employee has made such a request and that no relevant or similar issues have been referenced during the three (3) year period.
- 13.7 This will confirm that the City has liability insurance covering firefighters in the performance of their normal duties.
- 13.8 The on duty minimum staffing level for suppression crews is sixteen (16). The parties agree to develop a process to review and make recommendations regarding staffing models taking into consideration the service to the City, the impact to the tax base, and recognized North American standards. Any changes to minimum staffing levels shall result in no additional costs to the Employer.
- 13.9 The number of Casual Communications Operators will not exceed the number of full-time Communication Operators. Before any additional Casual Communications Operators are added, the matter will be referred to the Labour Management Committee for consultation with the union.
- 13.10 Employer commits to having a minimum of two (2) Communications Operators in the dispatch center for all shifts.

ARTICLE 14: LEAVE OF ABSENCE

14.1 a) Labour Management Relations Committee

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

b) Function of the Labour Management Relations Committee

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

c) <u>Labour Management Meetings</u>

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

14.2 Leave for Union and Other Purposes

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

14.3 a) Bereavement Leave

An employee shall be granted up to four (4) work days leave without loss of pay in the event of a death in their immediate family. Immediate family shall mean: wife, husband, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, common-law spouse, stepparent, and stepchild. Leave must be used within thirty (30) calendar days of the death or it may be scheduled at a later date with the approval from the Fire Chief or their designate.

b) <u>Compassionate Leave</u>

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

c) <u>Maternity and Parental Unpaid Leave</u>

- i) A firefighter that discovers they are pregnant should follow the advice of their treating medical practitioner.
- ii) The pregnant firefighter will be accommodated with alternate duties with the Fire Rescue Division, which may consist of work in one of or combination of the following areas:
 - Fire Prevention and Public Education;
 - Training Administration; and/or
 - Fire Dispatch assignment will be for administrative duties and break relief and will not affect call back and overtime Dispatcher's hours.

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

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

14.4 Leave for Contract Negotiations

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

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

14.5 Military Leave

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

14.6 Humanitarian Leave

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

14.7 Entitlements During Unpaid Leave of Absence

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

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

15.1 <u>Medical Certificate</u>

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

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

15.3 Short-term Sickness and Injury

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

15.4 Sick Leave

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

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

15.6 Eligibility

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

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

15.8 Long-term Disability Plan

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

15.9 Benefit

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

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

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

15.10 General Principles

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

- 15.11 The premium cost for the LTD Plan shall be paid by the employee.
- 15.12 Coverage for the foregoing will be from the first day of the month following five (5) months of employment.
- 15.13 In the event of a layoff, coverage for the Short-term and LTD Plans shall cease unless the employee was disabled prior to any layoff.
- 15.14 Upon medical clearance to return to work from LTD, the employee will return to his/her classification held prior to his/her leave.

ARTICLE 16: WORKERS' COMPENSATION

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

ARTICLE 17: HEALTH AND WELLNESS COVERAGE

17.1 Group Life Insurance

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

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

17.2 Accidental Death and Dismemberment

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

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

17.3 Medical Services Plan

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

The employer shall pay 100% of the premiums.

17.4 Extended Health Benefit

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

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

Paramedicals to a combined maximum \$1,500 with a deductible of \$50 per family, effective January 1, 2024.

Effective January 1, 2025, Paramedicals will be increased to a combined maximum of \$2,000 with a deductible of \$75 per family.

Effective December 31, 2025, Paramedicals will be increased to a combined maximum of \$3,000 with a deductible of \$100 per family.

Effective January 1, 2024, Mental Health Practitioners will be a stand-alone Paramedical with a maximum of \$3,000.

No medical certificate shall be required for the use of Paramedicals.

Vision Care

- a) Adults to a maximum of \$400 per two (2) year period; and
- b) Children to a maximum of \$400 per one (1) year period.

17.5 Dental Plan

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

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

- a) Basic Dental Services (Plan "A") Plan pays one hundred per cent (100%) of approved schedule of fees.
- b) Prosthetics, Crowns, and Bridges (Plan "B") Plan pays seventy-five per cent (75%) of approved schedule of fees.
- c) Orthodontic coverage (Plan "C") shall pay fifty per cent (50%) of approved schedule of fees with a lifetime limit of \$5,000.
- d) White fillings for all teeth, effective January 1, 2018.
- e) Premium costs for the Dental Plan shall be paid by the Employer.

17.6 <u>Hearing Aids</u>

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

17.7 <u>General Principles</u>

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

17.8 Wellness and Fitness Program

- a) The parties agree to maintain a Wellness and Fitness program comprising of:
 - i) Medical examinations annually for those over 40 years of age and every second year for those under 40 years of age on an annual basis; the Communications Division will receive a medical once every five (5) years.
 - PSA (prostate-specific antigen) and colorectal cancer screening These tests will be conducted as part of the medical examination outlined in 17.8 a(i) based upon recommendation of the Medical Practitioner.
 - iii) Cholesterol screening as part of every medical examination outlined in Article 17.8a(i).
- b) All costs will be paid by the City.
- c) The parties agree to use the latest edition of The Fire Service Joint Labor Management Wellness-Fitness Initiative as a reference.
- 17.9 Hepatitis "A" and "B" shots will be made available on a voluntary basis to all members of the Department, at no cost to the employee.

ARTICLE 18: SUPERANNUATION AND RETIREMENT

- 18.1 All employees shall be covered by the provisions of the *Public Sector Pension Plans Act* and enrolled as Group 5 employees. Such coverage shall be subject to the Municipal Pension Plan rules, as amended from time to time, under the Municipal Pension Plan Joint Trust Agreement and pursuant to the authority of the *Public Sector Pensions Plan Act*.
- 18.2 Each employee of Kamloops Fire Rescue shall, upon reaching the maximum retirement age of sixty (60) years, be superannuated from Kamloops Fire Rescue, effective the end of the calendar month in which they reach their sixtieth (60th) birthday.
- 18.3 Upon being superannuated, employees will have the option of taking their accumulated vacation and statutory holiday time prior to their retirement date or receive a cash payout of equivalent value.
- 18.4 Any employee that has worked under the terms of the collective agreement that was in place during the term of their employment shall be entitled to retroactive pay and proper pension adjustments to the date of their retirement. Human Resources will be the point of contact for all retirees.
- 18.5 All employees shall receive a Supplemental Pension Allowance (SPA) of 0.56% of pensionable earnings to be paid to employees on their biweekly pay cheques. The SPA shall not be adjusted unless the parties mutually agree in writing.
- 18.6 The employee may purchase a maximum of six (6) months pensionable service upon reaching minimum retirement age. The time purchased must be probationary service that had not already been considered as pensionable service. Both the employee and employer shall pay fifty per cent (50%) of the cost of the purchase of the arrears.

ARTICLE 19: ANNUAL VACATION

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

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

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

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

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

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

- c) Employees shall receive a one-time allotment of four (4) additional days on their 29th anniversary of continuous service and every five (5) year increment thereafter to be used partially or wholly in the following manner:
 - i) scheduled as annual vacation, or
 - ii) saved for pre-retirement, or
 - iii) cash payout at current wages, or
 - iv) transferred into an RRSP or Superannuation buyback.

Continuous service would include all approved leaves.

- 19.3 All vacation periods are to be approved by the Fire Chief or their designate, and such vacations must be taken in the year following the "vacation year".
- 19.4 Cancellation of Vacation
 - a) If an employee is on Short-term Sickness and Injury, LTD, Bereavement, or Compassionate Leave before vacation commences, said vacation may be postponed to a later date.
 - b) If vacation is postponed for reasons cited in 19.4(a), said vacation shall be rescheduled at the Employer's discretion.

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

19.7 Holiday Deferral Program

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

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

ARTICLE 20: STATUTORY HOLIDAYS

20.1 a) All employees covered by this Agreement and engaged in the type of work required to be performed continuously, throughout the year, shall receive thirteen (13) working days holiday in lieu of Statutory Holidays as set out below:

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

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

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

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

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

Hours not worked x (12 hours (average*) x recognized Statutory Holidays 2,184 = Hours to be deducted

*It is understood between the parties the 12 hours used in the calculation is determined based upon a 12-hour average workday.

c) <u>Calculation of Statutory Holiday</u>

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

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

20.2 Entitlement - Others

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

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

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

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

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

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

20.3 Employees in Suppression and the Communications Division that are required to work on a Statutory Holiday as provided for in Article 20.1(a), shall be paid time and a half (1.5) their regular hourly rate for all hours worked on the Statutory Holiday for the hours of 00:01 hours and 23:59 hours.

Employees in all other Divisions who choose to work on a Statutory Holiday shall receive straight time pay. In the event the Employer requires Employees in those Divisions to work on an eligible Statutory Holiday as defined below, said Employee(s) shall receive time and a half (1.5) for all hours worked on the applicable Statutory Holiday.

The Employer and the Union agree to phase in Statutory Holiday pay in the following manner:

2024: Four Statutory Holidays (Labour Day, Truth and Reconciliation Day, Christmas Day and Boxing Day) will be paid at time and a half (1.5) as outlined above.

2025: Three additional Statutory Holidays (New Years Day, Victoria Day and Canada Day) will be paid at time and a half (1.5) as outlined above.

2026-2029: The remainder of the Statutory Holidays as defined in Article 20.1(a) shall be paid at time and a half (1.5) at a time to be determined by the Employer, and all Statutory Holidays shall be added to this article by no later than the start of the 2029 calendar year.

Statutory holiday pay for Casual Communications Operators shall be in accordance with BC Employment Standards.

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

ARTICLE 21: UNIFORMS

21.1 The City shall provide each employee covered by this Agreement with a uniform as stated in Schedule C "Uniforms"

ARTICLE 22: GRIEVANCE AND ARBITRATION PROCEDURE

22.1 Grievance Procedure

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

22.2 Permission to Leave Work

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

22.3 a) <u>Pre-grievance Discussion</u>

It is the mutual desire of the City and the Association that disputes be resolved as quickly as possible, and further, that the Association President shall meet with KFR Administration prior to a First Stage grievance commencing in an attempt to resolve the conflict. It is understood that any resolutions arrived at during this informal stage are non-precedent setting and non-binding on the parties.

b) First Stage

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

c) <u>Second Stage</u>

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

d) <u>Third Stage</u>

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

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

f) Final Settlement

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

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

22.4 Arbitration Procedure

- a) A Board of Arbitration shall consist of three (3) persons; one (1) to be chosen by each party, the third (3rd) who shall be the Chairman to be selected by the two (2) so appointed. The representatives of the parties concerned must meet within seven (7) days of appointment and are allowed a further five (5) days to agree upon a Chairman. Should the members appointed by the parties fail to agree on a Chairman, the said Chairman shall be appointed by the Minister of Labour. The majority decision of the Board shall be final and binding on both parties, and each party shall bear the expenses of its Arbitrator and pay one-half (0.5) of the expenses of the Chairman.
- b) Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties.
- c) <u>Matters Not Covered</u>

Any dispute (as defined in the Labour Code of British Columbia Act) with respect to matters not covered by the terms of this Agreement shall be the subject of collective bargaining between the Association and the City.

d) Single Arbitrator

Notwithstanding the foregoing, the parties may mutually agree to the use of a single arbitrator, who will be governed by the provisions of this Article. Failing to agree on a single Arbitrator, the provisions of the three (3) person Board will apply.

ARTICLE 23: TECHNOLOGICAL CHANGE

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

- b) May then or later make any one of more of the following orders:
 - i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - ii) that the City will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
 - iii) that the City reinstate any employee displaced by reason of the Technological Change;
 - iv) that the City pay to that employee such compensation in respect of his/her displacement as the Arbitration Board considers reasonable; and
 - v) that the matter be referred to the Labour Relations Board (under Section 77 of the Labour Code of British Columbia).
- 23.4 The City will give to the Association in writing at least ninety (90) days' notice of any intended technological change that:
 - a) Affects the terms and conditions of security of employment of a significant number of employees to whom this Collective Agreement applies; and
 - b) Alters significantly the basis upon which the Collective Agreement was negotiated.

ARTICLE 24: TRAINING

- 24.1 The Employer will pay all costs associated with required training approved by management. Members who qualify and who do not complete external training may be required to repay the City for the costs, excluding time and travel, of the programs in which they were enrolled.
- 24.2 Full days on courses attended on an employee's scheduled day shifts will be considered equal to the scheduled day shift.
- 24.3 When required training for an employee occurs on a day off or immediately after a scheduled night shift and exceeds five (5) hours, including travel time, the employee may request the night shift off but will not be paid overtime. The request for the time off must be submitted with reasonable notice to the Fire Chief or their designate.
- 24.4 When required training for an employee occurs on a day of a scheduled night shift and is less than five (5) hours, including travel time, the employee will be paid at overtime rates for the training as per Article 6.3 and work the scheduled night shift.
- 24.5 The Employer will pay straight time for reasonable travel time to and from out-of-town required training.
- 24.6 The employee is responsible for travel time to and from discretionary out-of-town training.

IN WITNESS WHEREOF the parties hereto by their authorized representatives have affixed their signatures hereto on this <u>10</u> day of June 2024

For the City of Kamloops

Ken Uzeloc Protective Services Director

Ryan⁷Cail⁷ Deputy Fire Chief

Colleen Quigley Human Resources Director

For Kamloops Firefighters Association Local 913, IAFF

Jeremy Brodtrick President

Mark Brise Secretary

SCHEDULE "A" - WAGES IAFF RATES EFFECTIVE JANUARY 1, 2022-DECEMBER 31, 2022

Classification	% Differential	Annual	Monthly	Biweekly	Hourly
FF 1st year (first 6 months)	70%	\$75,257.41	\$6,271.45	\$2,884.64	\$34.341
FF 1st year (second 6 months)	75%	\$80,632.94	\$6,719.41	\$3,090.69	\$36.794
FF 2nd year	80%	\$86,008.47	\$7,167.37	\$3,296.73	\$39.247
FF 3rd year	90%	\$96,759.53	\$8,063.29	\$3,708.82	\$44.153
FF 4th year (differential base position)	100%	\$107,510.58	\$8,959.22	\$4,120.92	\$49.059
FF 10th year	103%	\$110,735.90	\$9,227.99	\$4,244.54	\$50.531
FF 15th year	106%	\$113,961.22	\$9,496.77	\$4,368.17	\$52.003
FF 20th year	109%	\$117,186.54	\$9,765.54	\$4,491.80	\$53.474
FF 25th year	112%	\$120,411.86	\$10,034.32	\$4,615.43	\$54.946
*Lieutenant	117%	\$129,561.01	\$10,796.75	\$4,966.12	\$59.121
*Captain	122%	\$135,097.80	\$11,258.15	\$5,178.34	\$61.647
*Platoon Captain	132%	\$146,171.39	\$12,180.95	\$5,602.80	\$66.700
Communications Operator (1st year)	70%	\$75,257.41	\$6,271.45	\$2,884.64	\$34.341
Communications Operator (2nd year)	80%	\$86,008.47	\$7,167.37	\$3,296.73	\$39.247
Communications Operator (3rd year)	85%	\$91,384.00	\$7,615.33	\$3,502.78	\$41.700
Communications Operator (4th year)	95%	\$102,135.06	\$8,511.25	\$3,914.87	\$46.606
Lead Communications Operator	10%	differential above	e the highest paid	Communications	s Operator
Fire Inspector/Investigator I (4th year)	100%	\$107,510.58	\$8,959.22	\$4,120.92	\$51.512
Fire Inspector/Investigator I (10th year)	103%	\$110,735.90	\$9,227.99	\$4,244.54	\$53.057
Fire Inspector/Investigator I (15th year)	106%	\$113,961.22	\$9,496.77	\$4,368.17	\$54.603
Fire Inspector/Investigator I (20th year)	109%	\$117,186.54	\$9,765.54	\$4,491.80	\$56.148
Fire Inspector/Investigator I (25th year)	112%	\$120,411.86	\$10,034.32	\$4,615.43	\$57.693
*Fire Inspector/Investigator II	117%	\$129,561.01	\$10,796.75	\$4,966.12	\$62.077
*Fire Inspector/Investigator III	122%	\$135,097.80	\$11,258.15	\$5,178.34	\$64.730
*Project Coordinator/Investigator	122%	\$135,097.80	\$11,258.15	\$5,178.34	\$64.730
*Life Safety Educator/Investigator	122%	\$135,097.80	\$11,258.15	\$5,178.34	\$64.730
*Chief Fire Prevention Officer/Investigator	132%	\$146,171.39	\$12,180.95	\$5,602.80	\$70.035
*Training Officer	122%	\$135,097.80	\$11,258.15	\$5,178.34	\$64.730
*Chief Training Officer	132%	\$146,171.39	\$12,180.95	\$5,602.80	\$70.035
Mechanic 1st year	100%	\$107,510.58	\$8,959.22	\$4,120.92	\$51.512
Mechanic 5th year	103%	\$110,735.90	\$9,227.99	\$4,244.54	\$53.057
Mechanic 10th year	106%	\$113,961.22	\$9,496.77	\$4,368.17	\$54.603
Mechanic 15th year	109%	\$117,186.54	\$9,765.54	\$4,491.80	\$56.148
Mechanic 20th year	112%	\$120,411.86	\$10,034.32	\$4,615.43	\$57.693
*Mechanic 25th year	117%	\$129,561.01	\$10,796.75	\$4,966.12	\$62.077
*Lead Mechanic	122%	\$135,097.80	\$11,258.15	\$5,178.34	\$64.730

*Denotes Percentage of FF 10th Year Monthly Rate

Biweekly rates are based on calculation method indicated in Schedule "A".

SCHEDULE "A" - WAGES IAFF RATES EFFECTIVE JANUARY 1, 2022-DECEMBER 31, 2022

Casual Communications Operators

Classification	Hourly
Step 1 (up to 2,184 hours)	\$29.436
Step 2 (up to 4,368 hours)	\$31.889
Step 3 (up to 6,552 hours)	\$36.795
Step 4 (up to 21,840 hours) Step 5	\$41.701 \$44.154

Full-time Communications Operators

	Classification	Hourly
1 st year		\$29.436
2 nd year		\$31.889
3 rd year		\$36.795
4 th year		\$41.701
10 th year		\$44.154

The wage schedule for existing Communications Operators hired prior to January 1, 2017, shall be according to the Communications Operator wages outlined in Schedule "A" on the previous page effective January 1, 2022 to December 31, 2022.

Casual Communications Operators will receive 14% in lieu of benefits, statutory holidays, and vacation.

SCHEDULE "A" - WAGES IAFF RATES EFFECTIVE JANUARY 1, 2023-DECEMBER 31, 2023

Classification	% Differential	Annual	Monthly	Biweekly	Hourly
FF 1st year (first 6 months)	70%	\$78,643.99	\$6,553.67	\$3,014.45	\$35.887
FF 1st year (second 6 months)	75%	\$84,261.42	\$7,021.79	\$3,229.77	\$38.450
FF 2nd year	80%	\$89,878.85	\$7,489.90	\$3,445.09	\$41.013
FF 3rd year	90%	\$101,113.71	\$8,426.14	\$3,875.72	\$46.140
FF 4th year (differential base position)	100%	\$112,348.56	\$9,362.38	\$4,306.36	\$51.267
FF 10th year	103%	\$115,719.02	\$9,643.25	\$4,435.55	\$52.805
FF 15th year	106%	\$119,089.48	\$9,924.12	\$4,564.74	\$54.343
FF 20th year	109%	\$122,459.93	\$10,204.99	\$4,693.93	\$55.881
FF 25th year	112%	\$125,830.39	\$10,485.87	\$4,823.12	\$57.419
*Lieutenant	117%	\$135,391.25	\$11,282.60	\$5,189.59	\$61.781
*Captain	122%	\$141,177.20	\$11,764.77	\$5,411.37	\$64.422
*Platoon Captain	132%	\$152,749.10	\$12,729.09	\$5,854.92	\$69.702
Communications Operator (1st year)	70%	\$78,643.99	\$6,553.67	\$3,014.45	\$35.887
Communications Operator (2nd year)	80%	\$89,878.85	\$7,489.90	\$3,445.09	\$41.013
Communications Operator (3rd year)	85%	\$95,496.28	\$7,958.02	\$3,660.40	\$43.577
Communications Operator (4th year)	95%	\$106,731.13	\$8,894.26	\$4,091.04	\$48.703
Lead Communications Operator	10%	differential abov	e the highest paid	d Communication	s Operator
Fire Inspector/Investigator I (4th year)	100%	\$112,348.56	\$9,362.38	\$4,306.36	\$53.830
Fire Inspector/Investigator I (10th year)	103%	\$115,719.02	\$9,643.25	\$4,435.55	\$55.445
Fire Inspector/Investigator I (15th year)	106%	\$119,089.48	\$9,924.12	\$4,564.74	\$57.060
Fire Inspector/Investigator I (20th year)	109%	\$122,459.93	\$10,204.99	\$4,693.93	\$58.675
Fire Inspector/Investigator I (25th year)	112%	\$125,830.39	\$10,485.87	\$4,823.12	\$60.290
*Fire Inspector/Investigator II	117%	\$135,391.25	\$11,282.60	\$5,189.59	\$64.870
*Fire Inspector/Investigator III	122%	\$141,177.20	\$11,764.77	\$5,411.37	\$67.643
*Project Coordinator/Investigator	122%	\$141,177.20	\$11,764.77	\$5,411.37	\$67.643
*Life Safety Educator/Investigator	122%	\$141,177.20	\$11,764.77	\$5,411.37	\$67.643
*Chief Fire Prevention Officer/Investigator	132%	\$152,749.10	\$12,729.09	\$5,854.92	\$73.187
*Training Officer	122%	\$141,177.20	\$11,764.77	\$5,411.37	\$67.643
*Chief Training Officer	132%	\$152,749.10	\$12,729.09	\$5,854.92	\$73.187
Mechanic 1st year	100%	\$112,348.56	\$9,362.38	\$4,306.36	\$53.830
Mechanic 5th year	103%	\$115,719.02	\$9,643.25	\$4,435.55	\$55.445
Mechanic 10th year	106%	\$119,089.48	\$9,924.12	\$4,564.74	\$57.060
Mechanic 15th year	109%	\$122,459.93	\$10,204.99	\$4,693.93	\$58.675
Mechanic 20th year	112%	\$125,830.39	\$10,485.87	\$4,823.12	\$60.290
*Mechanic 25th year	117%	\$135,391.25	\$11,282.60	\$5,189.59	\$64.870
*Lead Mechanic	122%	\$141,177.20	\$11,764.77	\$5,411.37	\$67.643

*Denotes Percentage of FF 10th Year Monthly Rate Biweekly rates are based on calculation method indicated in Schedule "A".

SCHEDULE "A" - WAGES IAFF RATES EFFECTIVE JANUARY 1, 2023-DECEMBER 31, 2023

Casual Communications Operators

Classification	Hourly
Step 1 (up to 2,184 hours)	\$30.761
Step 2 (up to 4,368 hours)	\$33.324
Step 3 (up to 6,552 hours)	\$38.451
Step 4 (up to 21,840 hours)	\$43.577
Step 5	\$46.141

Full-time Communications Operators

Classification	Hourly
1 st year	\$30.761
2 nd year	\$33.324
3 rd year	\$38.451
4 th year	\$43.577
10 th year	\$46.141

The wage schedule for existing Communications Operators hired prior to January 1, 2017, shall be according to the Communications Operator wages outlined in Schedule "A" on the previous page effective January 1, 2023 to December 31, 2023.

Casual Communications Operators will receive 14% in lieu of benefits, statutory holidays, and vacation.

SCHEDULE "A" - WAGES IAFF RATES EFFECTIVE JANUARY 1, 2024-DECEMBER 31, 2024

Classification	% Differential	Annual	Monthly	Biweekly	Hourly
FF 1st year (first 6 months)	70%	\$82,182.97	\$6,848.58	\$3,150.10	\$37.502
FF 1st year (second 6 months)	75%	\$88,053.19	\$7,337.77	\$3,375.11	\$40.180
FF 2nd year	80%	\$93,923.40	\$7,826.95	\$3,600.11	\$42.859
FF 3rd year	90%	\$105,663.82	\$8,805.32	\$4,050.13	\$48.216
FF 4th year (differential base position)	100%	\$117,404.25	\$9,783.69	\$4,500.14	\$53.574
FF 10th year	103%	\$120,926.38	\$10,077.20	\$4,635.15	\$55.181
FF 15th year	106%	\$124,448.50	\$10,370.71	\$4,770.15	\$56.788
FF 20th year	109%	\$127,970.63	\$10,664.22	\$4,905.16	\$58.395
FF 25th year	112%	\$131,492.76	\$10,957.73	\$5,040.16	\$60.002
*Lieutenant	117%	\$141,483.86	\$11,790.32	\$5,423.12	\$64.561
*Captain	122%	\$147,530.18	\$12,294.18	\$5,654.88	\$67.321
*Platoon Captain	132%	\$159,622.82	\$13,301.90	\$6,118.40	\$72.839
Communications Operator (1st year)	70%	\$82,182.97	\$6,848.58	\$3,150.10	\$37.502
Communications Operator (2nd year)	80%	\$93,923.40	\$7,826.95	\$3,600.11	\$42.859
Communications Operator (3rd year)	85%	\$99,793.61	\$8,316.13	\$3,825.12	\$45.538
Communications Operator (4th year)	95%	\$111,534.04	\$9,294.50	\$4,275.14	\$50.895
Lead Communications Operator	10%	differential abov	e the highest paid	d Communication	s Operator
Fire Inspector/Investigator I (4th year)	100%	\$117,404.25	\$9,783.69	\$4,500.14	\$56.252
Fire Inspector/Investigator I (10th year)	103%	\$120,926.38	\$10,077.20	\$4,635.15	\$57.940
Fire Inspector/Investigator I (15th year)	106%	\$124,448.50	\$10,370.71	\$4,770.15	\$59.627
Fire Inspector/Investigator I (20th year)	109%	\$127,970.63	\$10,664.22	\$4,905.16	\$61.315
Fire Inspector/Investigator I (25th year)	112%	\$131,492.76	\$10,957.73	\$5,040.16	\$63.003
*Fire Inspector/Investigator II	117%	\$141,483.86	\$11,790.32	\$5,423.12	\$67.790
*Fire Inspector/Investigator III	122%	\$147,530.18	\$12,294.18	\$5,654.88	\$70.687
*Project Coordinator/Investigator	122%	\$147,530.18	\$12,294.18	\$5,654.88	\$70.687
*Life Safety Educator/Investigator	122%	\$147,530.18	\$12,294.18	\$5,654.88	\$70.687
*Chief Fire Prevention Officer/Investigator	132%	\$159,622.82	\$13,301.90	\$6,118.40	\$76.480
*Training Officer	122%	\$147,530.18	\$12,294.18	\$5,654.88	\$70.687
*Chief Training Officer	132%	\$159,622.82	\$13,301.90	\$6,118.40	\$76.480
Mechanic 1st year	100%	\$117,404.25	\$9,783.69	\$4,500.14	\$56.252
Mechanic 5th year	103%	\$120,926.38	\$10,077.20	\$4,635.15	\$57.940
Mechanic 10th year	106%	\$124,448.50	\$10,370.71	\$4,770.15	\$59.627
Mechanic 15th year	109%	\$127,970.63	\$10,664.22	\$4,905.16	\$61.315
Mechanic 20th year	112%	\$131,492.76	\$10,957.73	\$5,040.16	\$63.003
*Mechanic 25th year	117%	\$141,483.86	\$11,790.32	\$5,423.12	\$67.790
*Lead Mechanic	122%	\$147,530.18	\$12,294.18	\$5,654.88	\$70.687

*Denotes Percentage of FF 10th Year Monthly Rate Biweekly rates are based on calculation method indicated in Schedule "A".

SCHEDULE "A" - WAGES IAFF RATES EFFECTIVE JANUARY 1, 2024-DECEMBER 31, 2024

Casual Communications Operators

Classification	Hourly
Step 1 (up to 2,184 hours)	\$32.145
Step 2 (up to 4,368 hours)	\$34.824
Step 3 (up to 6,552 hours)	\$40.181
Step 4 (up to 21,840 hours)	\$45.538
Step 5	\$48.217

Full-time Communications Operators

	Classification	Hourly
1 st year		\$32.145
2 nd year		\$34.824
3 rd year		\$40.181
4 th year		\$45.538
10 th year		\$48.217

The wage schedule for existing Communications Operators hired prior to January 1, 2017, shall be according to the Communications Operator wages outlined in Schedule "A" on the previous page effective January 1, 2024 to December 31, 2024.

Casual Communications Operators will receive 14% in lieu of benefits, statutory holidays, and vacation.

SCHEDULE "A" - WAGES IAFF RATES EFFECTIVE JANUARY 1, 2025-DECEMBER 31, 2025

Classification	% Differential	Annual	Monthly	Biweekly	Hourly
FF 1st year (first 6 months)	70%	\$86,292.12	\$7,191.01	\$3,307.61	\$39.377
FF 1st year (second 6 months)	75%	\$92,455.85	\$7,704.65	\$3,543.86	\$42.189
FF 2nd year	80%	\$98,619.57	\$8,218.30	\$3,780.12	\$45.002
FF 3rd year	90%	\$110,947.01	\$9,245.58	\$4,252.64	\$50.627
FF 4th year (differential base position)	100%	\$123,274.46	\$10,272.87	\$4,725.15	\$56.252
FF 10th year	103%	\$126,972.69	\$10,581.06	\$4,866.91	\$57.940
FF 15th year	106%	\$130,670.93	\$10,889.24	\$5,008.66	\$59.627
FF 20th year	109%	\$134,369.16	\$11,197.43	\$5,150.41	\$61.315
FF 25th year	112%	\$138,067.40	\$11,505.62	\$5,292.17	\$63.003
*Lieutenant	117%	\$148,558.05	\$12,379.84	\$5,694.28	\$67.790
*Captain	122%	\$154,906.69	\$12,908.89	\$5,937.62	\$70.687
*Platoon Captain	132%	\$167,603.96	\$13,967.00	\$6,424.32	\$76.480
Communications Operator (1st year)	70%	\$86,292.12	\$7,191.01	\$3,307.61	\$39.377
Communications Operator (2nd year)	80%	\$98,619.57	\$8,218.30	\$3,780.12	\$45.002
Communications Operator (3rd year)	85%	\$104,783.29	\$8,731.94	\$4,016.38	\$47.815
Communications Operator (4th year)	95%	\$117,110.74	\$9,759.23	\$4,488.89	\$53.440
Lead Communications Operator	10%	differential above	e the highest paid	Communication:	s Operator
Fire Inspector/Investigator I (4th year)	100%	\$123,274.46	\$10,272.87	\$4,725.15	\$59.065
Fire Inspector/Investigator I (10th year)	103%	\$126,972.69	\$10,581.06	\$4,866.91	\$60.837
Fire Inspector/Investigator I (15th year)	106%	\$130,670.93	\$10,889.24	\$5,008.66	\$62.609
Fire Inspector/Investigator I (20th year)	109%	\$134,369.16	\$11,197.43	\$5,150.41	\$64.381
Fire Inspector/Investigator I (25th year)	112%	\$138,067.40	\$11,505.62	\$5,292.17	\$66.153
*Fire Inspector/Investigator II	117%	\$148,558.05	\$12,379.84	\$5,694.28	\$71.179
*Fire Inspector/Investigator III	122%	\$154,906.69	\$12,908.89	\$5,937.62	\$74.221
*Project Coordinator/Investigator	122%	\$154,906.69	\$12,908.89	\$5,937.62	\$74.221
*Life Safety Educator/Investigator	122%	\$154,906.69	\$12,908.89	\$5,937.62	\$74.221
*Chief Fire Prevention Officer/Investigator	132%	\$167,603.96	\$13,967.00	\$6,424.32	\$80.304
*Training Officer	122%	\$154,906.69	\$12,908.89	\$5,937.62	\$74.221
*Chief Training Officer	132%	\$167,603.96	\$13,967.00	\$6,424.32	\$80.304
Mechanic 1st year	100%	\$123,274.46	\$10,272.87	\$4,725.15	\$59.065
Mechanic 5th year	103%	\$126,972.69	\$10,581.06	\$4,866.91	\$60.837
Mechanic 10th year	106%	\$130,670.93	\$10,889.24	\$5,008.66	\$62.609
Mechanic 15th year	109%	\$134,369.16	\$11,197.43	\$5,150.41	\$64.381
Mechanic 20th year	112%	\$138,067.40	\$11,505.62	\$5,292.17	\$66.153
*Mechanic 25th year	117%	\$148,558.05	\$12,379.84	\$5,694.28	\$71.179
*Lead Mechanic	122%	\$154,906.69	\$12,908.89	5,937.62	\$74.221
	B (

*Denotes Percentage of FF 10th Year Monthly Rate Biweekly rates are based on calculation method indicated in Schedule "A".

SCHEDULE "A" - WAGES IAFF RATES EFFECTIVE JANUARY 1, 2025-DECEMBER 31, 2025

Casual Communications Operators

Classification	Hourly
Step 1 (up to 2,184 hours)	\$33.752
Step 2 (up to 4,368 hours)	\$36.564
Step 3 (up to 6,552 hours)	\$42.189
Step 4 (up to 21,840 hours)	\$47.815
Step 5	\$50.627

Full-time Communications Operators

	Classification	Hourly
1 st year		\$33.752
2 nd year		\$36.564
3 rd year		\$42.189
4 th year		\$47.815
10 th year		\$50.627

The wage schedule for existing Communications Operators hired prior to January 1, 2017, shall be according to the Communications Operator wages outlined in Schedule "A" on the previous page effective January 1, 2025 to December 31, 2025.

Casual Communications Operators will receive 14% in lieu of benefits, statutory holidays, and vacation.

2022-2025 Percentage Wage Increase		
January 1, 2022	3.5%	
January 1, 2023	4.5%	
January 1, 2024	4.5%	
January 1, 2025	5.0%	

Wage increases for 2022 to 2024 shall be the average of the percentage increases agreed to by the majority of identified Lower Mainland Municipalities and firefighter IAFF Union Locals and shall be effective on the same dates as those in the lower mainland.

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

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

Monthly Rate x 12 - Biweekly Rate 26.089

- Hourly rate is derived by dividing the biweekly rate by the average number of hours in the biweekly period.
- Annual earnings calculated on the basis of accumulated monthly salary, and paid to employees on a biweekly basis, are not subject to adjustment at year end or upon termination of employment.
- Increment changes shall be to the nearest payday of the anniversary date of each individual employee. When the anniversary falls between paydays, the effective day for the increment changes shall be the prior payday.
- To qualify and advance to the position of Fourth (4th) Year Rate, an employee must complete three (3) continuous and satisfactory years of service in Kamloops Fire Rescue.
- All rates except Tenth (10th) Year and Fifteenth (15th) are at the beginning of the service year. Tenth (10th) Year and Fifteenth (15th) rates are at the end of the service year.
- A Lieutenant will be assigned to the Rescue Truck on a full-time basis. This Lieutenant will be required to conduct the platoon training at the Fire Training Centre.
- The Lieutenant on the Rescue truck will be paid at the Captains' rate when dispatched to Rural Rescues outside of the City limits.
- Acting Lieutenant pay will be paid to the senior firefighter of two person crews on the Bush Truck responding to First Responder Medical Calls.
- To advance to the pay rate of Fire Inspector/Investigator II requires:
 - Completion of a Certified Fire Inspector/Investigator Program or Completion of Fire Officer Level I.
 - Two (2) years or more of service as Fire Inspector I.
 - An employee will not be prevented from advancing to the Fire Inspector/Investigator II if the employer has not provided the opportunity to take the Certified Fire Inspector/Investigator Program(s) of Fire Officer Level I.
- To advance to the pay rate of Fire Inspector/Investigator III requires:
 - Ten (10) years or more of service in Kamloops Fire Rescue.
 - Five (5) years of service or more in the Fire Prevention Branch, four (4) years of which must be continuous, and the remaining year must consist of twelve (12) consecutive months.

- Completion of a Certified Fire Inspector/Investigator Program or completion of Fire Officer Level I.
- An employee will not be prevented from advancing to the Fire Inspector/Investigator III if the employer has not provided the opportunity to take the Certified Fire Inspector/Investigator Program(s) of Fire Officer Level I.
- Mechanic will act for the Lead Mechanic when the Lead Mechanic is absent for a minimum of four (4) consecutive shifts or when required by Kamloops Fire Rescue administration and will be paid at the rate of Lead Mechanic while in the acting capacity.

Reopening of Agreement

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

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

SCHEDULE "B" - PROMOTIONS

SECTION 1 - GENERAL CONDITIONS

A. Overall Assessment

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

- 1. Promotional evaluations
- 2. Other internal qualifications:
 - a) Additional experience; and
 - b) Courses taken.
- B. Members eligible for promotion but not employed in a position directly related to that promotion must return to the appropriate section at least one (1) year prior to any promotion to ensure adequate evaluation for the position.
 - 1. Fire Prevention personnel are not directly related to the Suppression Division and are subject to a one (1) year evaluation period.
 - 2. The Chief Training Officer and the Training Officer are deemed directly related to the Fire Suppression Division and are exempt of the one (1) year evaluation period.
 - 3. Employees may only transfer to the Suppression and Training Divisions if they were hired through the City recruitment process for Firefighters.

C. Departmental Needs

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

SECTION 2 ELIGIBILITY FOR PROMOTION

Suppression Division

A. Lieutenants (Platoon Safety and Training Instructor)

- 1. Must have completed ten (10) years with Kamloops Fire Rescue.
- 2. Must have successfully completed the Company Officer Program or Fire Officer Level I from a recognized fire academy.
- 3. Must hold a BC Training Instructor Level I qualification from a recognized fire academy or Fire Service Instructor I. This Article will not prevent a member from being promoted if the member has not been provided the opportunity to take the Instructor course.

- 4. Must have successfully completed the NFPA Fire Inspector Level I Certification Program or have previously completed the two (2) months Fire Prevention Office Training. This Article will not prevent a member from being promoted if the member has not been provided the opportunity to take the above mentioned course.
- 5. Promotion of eligible members will be on the basis of Kamloops Fire Rescue seniority provided the candidate maintains a competent level relative to the position to which they will be promoted.
- 6. Act in the senior capacity when required to do so by Kamloops Fire Rescue administration.

B. Captain

- 1. In addition to the Lieutenant's eligibility to be promoted to Captain, the member must serve two (2) years at the classification of Lieutenant.
- 2. Promotion of eligible members will be on the basis of Kamloops Fire Rescue seniority provided the candidate maintains a competent level relative to the position to which they will be promoted.
- 3. Length of service as a Lieutenant will be the determining factor for those members having equal seniority.
- 4. Successfully complete the Fire Officer Level II from a recognized fire academy.
- 5. Act in the senior capacity when required to do so by Kamloops Fire Rescue administration.
- 6. It is expected that all existing Captains will have completed the Fire Officer Level II by December 31, 2019. No employee will be denied promotion to Captain, or to act as a Captain, if they have not been given reasonable opportunity to take Fire Officer Level II.
- 7. Training Division staff who have completed a minimum of two (2) consecutive years in the Training Division shall be considered eligible for Captain in the Suppression Division provided they are the senior applicant and meet all other minimum qualifications.

C. Platoon Captain

- 1. Must have completed two (2) years of service as a Suppression Officer.
- 2. Successfully complete Incident Command System 400 and Information Officer Courses from a recognized fire academy.
- 3. Promotion of eligible members will be on the basis of Kamloops Fire Rescue seniority provided the candidate maintains a competent level relative to the position to which they will be promoted.
- 4. Length of service as a Captain will be the determining factor for those members having equal seniority.
- 5. Will have successfully achieved the qualifications for Captain.

- 6. Has experience as an Acting Platoon Captain.
- 7. It is expected that all existing Platoon Captains will have completed the Incident Command 400 and Information Officer courses by December 31, 2019. No employee will be denied promotion to Platoon Captain, or to act as a Platoon Captain, if they have not been given reasonable opportunity to take Incident Command System 400 or Information Officer Courses.

Training Division

A. <u>Training Officer</u>

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

B. <u>Chief Training Officer</u>

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

Fire Prevention Division

A. Fire Inspector/Investigator I (4th, 10th, 15th, 20th and 25th Year)

- 1. Vacancies in the position of Fire Inspector/Investigator I will be filled on the basis of Kamloops Fire Rescue seniority. The successful applicant will be expected to complete a Certified Fire Inspector/Investigator Program within two (2) years.
- 2. NFPA 1001 Firefighter 1 and 2 or equivalent knowledge and experience.

B. <u>Project Coordinator/Investigator</u>

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

C. Life Safety Educator/Investigator

- 1. Must have completed ten (10) years of service with Kamloops Fire Rescue.
- 2. Must have successfully completed NFPA Fire Inspector Level I Certification.
- 3. A member will not be prevented from being promoted if the member has not been provided an opportunity to take the NFPA Fire Inspector Level I Certification.
- 4. Demonstrated strong public speaking abilities.
- 5. Must have successfully completed Fire Public Educator Certification.
- 6. A member will not be prevented from being promoted if the member has not been provided an opportunity to take the Fire Public Educator Certification.
- 7. Must have a working knowledge of local bylaws and City of Kamloops Fire Prevention Bylaw, *Fire Services Act* of BC, BC Fire Code Regulations, BC Building Code, and NFPA Standards.

- 8. Promotion of eligible members to the position of Life Safety Educator/Investigator shall be by a Selection Board consisting of:
 - a) One (1) Kamloops Fire Rescue Manager;
 - b) One (1) Senior Kamloops Fire Rescue Officer selected by the Association; and
 - c) One (1) Human Resources Advisor.

D. Chief Fire Prevention Officer/Investigator

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

Communications Division

- A. <u>Lead Communications Operator</u>
 - 1. Must have completed eight (8) years in Kamloops Fire Rescue.
 - 2. Must have completed five (5) years of service in the Communications Division, four (4) years of which must be continuous.
 - 3. Must have completed APCO certification program or equivalent.
 - 4. Promotion of eligible members to the position of Lead Communications Operator shall be by a Selection Board consisting of:
 - a) One (1) Kamloops Fire Rescue Manager;
 - b) One (1) Senior Kamloops Fire Rescue Officer selected by the Association; and
 - c) One (1) Human Resources Advisor.

SECTION 3 - TRANSFER OF DIVISIONS

- 1. Employees who transfer Divisions will serve a six (6) month period of probation as outlined in Article 11.3 of the Collective Agreement.
- 2. Employees who transfer Divisions may be subject to an orientation/evaluation period. During the probationary period the employee may need to complete all necessary NFPA requirements for his/her new position. The employee will be compensated for any acting time missed during this training.
- 3. Employees who are deemed to hold a higher or equal rank who applied on a position of equal or lesser rank in another Division must meet the minimum qualifications of the position they are applying on. If no applicants meet the minimum qualifications, then the senior applicant will be selected.
- 4. Employees who are not directly related to the Suppression Division are subject to a one (1) year evaluation period before they become eligible for any of the Confirmed Officer positions in the Suppression Division.

A. Initial Issue all Staff

- 1 hat
- 1 jacket
- 2 short sleeve uniform (Nomex III Fire Resistant or equivalent for Suppression Staff)
- 1 long sleeve uniform (Nomex III Fire Resistant or equivalent for Suppression Staff)
- 2 uniform work pants (Nomex III Fire Resistant or equivalent for Suppression Staff)
- 1 complete two-piece Wildland uniform (Fire Resistant for Suppression, Fire Prevention, and Training Division staff)
- 1 coverall (cotton for Suppression Staff)
- 1 pair Industry Standard Footwear (must meet standards for Wildland FF for Suppression, Fire Prevention, and Training Staff)
- 1 belt
- 1 ball cap
- 4 pairs of black socks
- 1 gym short
- 2 short sleeve KFR t-shirts
- 1 long sleeve KFR t-shift
- 1 Toque (Suppression, Mechanical, Fire Prevention, Training Staff)
- Dress Uniform:

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- 1 hat badge
- 1 tunic
- 1 tie
 - 1 dress shirt light blue
- 1 Turnout Gear Bag
- 1 pair of alternative footwear (issued in employee's 2nd year).

B. <u>Second Year and Subsequent Years Issue - Point System</u>

- Each employee will be credited annually with 100 Points.
- "Dollar value per point" will be established at the beginning of the year. Each Division's dollar value per point will be established by the Joint Uniform Committee.
- At a minimum, with 100 points Suppression members will be able to order all of the following basic uniform items:
 - 1 Nomex pant
 - 1 Nomex L/S shirt
 - 2 SS T-shirts
 - 2 L/S T-shirt
 - 2 Black socks
- Points may be applied towards the acquisition of clothing by submission of the Uniform Request Form. Members who get their request form in after the deadline established by the Uniform Committee will be allotted a basic uniform kit totaling 100 points established by the Uniform Committee.
- Employees are to use a minimum of 50% of their annual points on Category "A" items.
 - The Joint Uniform Committee may allow an employee to use more than 50% of their annual points on Category "B" items in special circumstances (this could include, but is not limited, to the following: retirement, parental leave, injury or illness).

- All items to be distributed to members by June 30th of each year.
- Employees must have their Uniform Kit in good condition, fitting appropriately, before ordering items from Category "B".
- Employees may be required to present their Uniform Kit items to determine if they are acceptable.
- Uniform issue requests that are inconsistent, such as sizing, or unreasonable requests (quantity), shall be referred to the Joint Uniform Committee for review and recommendation.
- Employees are not paid out for unused points upon retirement or dismissal. Under special circumstances and at the discretion of KFR Administration, employees may use uniform point allotments not committed in a current year, or borrow from future year's point allotments.
- Items which have been approved in the past will be "grandfathered" and will continue to be permitted to be worn as long as they remain in "good" condition. These items are, but not limited to, sweaters, job shirts, vests, rigging belts etc.

C. <u>Uniform Kit</u>

- The following items shall constitute the minimum <u>uniform kit</u> and shall be in good condition and fit appropriately:
 - 4 Uniform Shirts regardless of sleeve length
 - 2 Uniform Pants
 - 1 Wallet badge
 - Complete Class A Uniform, including Tunic, Dress Pant, (appropriate) Uniform Shirt, Tie, Hat, Hat badge and Dress Boots or Shoes.
 - 1 Uniform Work Jacket
 - 4 KFR T-Shirts
 - 1 belt
 - 4 Pairs Black socks
 - 1 coverall cotton (Suppression Staff)
 - 1 Nomex Coverall or 2 Piece Wildland Uniform (Suppression, Fire Prevention, and Training Staff)
- The Cap and Wallet badges are property of KFR. If these items are faulty, they must be returned and they will be replaced.
- Category "A" and Category "B" items will be reviewed and updated annually by the Joint Uniform Committee.

D. <u>Maintenance of Service-Issued Clothing</u>

- After initial issue and any alterations to obtain a reasonable fit, the employee will be responsible for the maintenance of all clothing items issued, including any costs for alterations due to change in size. Employees will also be responsible for maintaining their clothing in a clean and pressed condition.
- Employer to bear the cost of changing uniform for a member who is promoted.

- Employer to bear the cost of replacing a uniform that is damaged/contaminated in the line of duty. Subject to completion of a 'Loss, Damage Report'. Wildland Boots and Nomex Coveralls are PPE and replaced as needed, members do not use points to receive these items.
- Wildland Boots or Nomex Coveralls that, through reasonable wear and tear, or damage incurred during the performance of a member's duty, becomes unserviceable or unfit for wear will be replaced subject to completion of a 'Loss, Damage Report'.

E. Joint Uniform Committee

- The Joint Uniform Committee consists of two nominees of KFR administration and two nominees of the Union. The purposes of the Committee include:
 - Discuss and resolve disputes arising from requests on clothing matters;
 - Provide recommendations for consideration by the KFR administration and the Union with respect to facilitating the administration of the clothing issue or with respect to concerns relative to items of uniform issue;
 - Develop guidelines for clothing issue standards and make recommendations to the Union and management;
 - In the event that a new item of uniform or a substitute is chosen, the Joint Uniform Committee will recommend to KFR administration the appropriate point value of the item based on comparable items of the similar value;
 - Investigate instances where members have lost, stolen, or damaged items and make recommendations in these instances on how replacement will be provided; and
 - Review and establish annual point allotments for each Division.

New Employees

• Employees hired before April 1st of each year will be credited with the full 100 points to use the following calendar year as outlined above. Employees hired after April 1st will be credited with 10 points per month that they work in the calendar year to a maximum of 80 points that they will use as outlined above.

LETTER OF UNDERSTANDING # 1

BETWEEN: The City of Kamloops (The Employer)

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

SUBJECT: LEAD MECHANIC ELIGIBILITY

This Letter of Understanding replaces 'Letter of Understanding #2 – Lead Hand Mechanic Eligibility and TS Pay'.

The parties hereby agree with the following:

- 1. Only one full-time Lead Mechanic will be employed in the KFR Mechanical Division.
- 2. The position of Lead Mechanic will be awarded based upon available vacancy. Applicants are to have valid Emergency Vehicle Technician (EVT) certification and five (5) years continuous service as a Fire and Rescue Mechanic. External equivalency may be considered by the Employer. Internal applicants will be considered and exhausted prior to the Employer reviewing external applications.
- 3. EVT certification is a mandatory requirement of the Lead Mechanic position. The Lead Mechanic is responsible for ensuring that they have a current, valid EVT certification. The Lead Mechanic must provide proof of certification to the Employer each January, in order to maintain the Lead Mechanic position and rate of pay. The incumbent must immediately report a known lapse in certification to the Employer.
- 4. If the Lead Mechanic fails to maintain current, valid EVT certification, they will immediately revert to the Mechanic position and to the appropriate pay rate; until such a time as they re-certify. Should the Lead Mechanic fail to obtain EVT Certification for two years from the date of the EVT expiration date, they will then forfeit the position of Lead Mechanic. Mechanics would revert to their previous rate of pay as a Mechanic.
- 5. If the Lead Mechanic is unable to re-certify their EVT for reasons beyond their control, the Lead Mechanic rate of pay will be maintained, subject to approval by the Employer. The Lead Mechanic will be expected to re-certify, barring any illness or injury, at the next recertifying opportunity.
- 6. An employee must obtain pre-approval from the Employer in order to qualify for departmental training funds, to obtain or maintain EVT certification.
- 7. The Employer is responsible for all reasonable costs related to certification and re-certification, including (but not limited to) course fees, study materials, supplies, travel, and accommodation. Should the employee fail the course, the Employer will pay for the first attempt only to obtain certification and first attempt only to obtain re-certification.

Signed this 10th day of June 2024

For the City of Kamloops

Ken Uzeloc Protective Services Director

Ryan Cail Deputy Fire Chief

Kristina Rio

Human Resources Supervisor

For Kamloops Firefighters Association Local 913, IAFF

Jeremy Brodtrick President

Mark Brise Secretary

LETTER OF UNDERSTANDING #2

- BETWEEN: The City of Kamloops (The Employer)
- AND: The International Association of Firefighters (IAFF) Local 913 (The Union)

SUBJECT: PLATOON CHIEF AND QUALIFIED PLATOON CHIEF POOL

This Letter of Understanding is to establish a process for the Platoon Chief selection process and the creation of a Qualified Platoon Chief pool.

The Employer and the Union (the "Parties") recognize this Letter of Understanding – Platoon Chief and Qualified Platoon Chief Pool ("LOU") was made without prejudice and without precedent to the interpretation and application of the Collective Agreement, and to any other agreement between the Parties.

This LOU will come into practice upon the creation and implementation of the Platoon Chief position and the decoupling of Platoon Captain from the Engine at Station 1

Pursuant to the terms of the LOU, the parties may amend any term or condition of the LOU at any time by mutual written agreement.

The parties herby agree with the following:

- 1. The role of a Platoon Chief:
 - a. A single Platoon Chief shall be assigned to each platoon and oversee the suppression day to day operational and administrative functions of the platoon.
 - b. All acting as a Platoon Chief shall be carried out by confirmed Fire Captains in the Qualified Platoon Chief pool. Each Platoon will be assigned the most senior Fire Captain in the Qualified pool plus up to 2 other qualified Captains. For the initial staffing of the pool for the purpose of this clause, "senior" refers to the length of time as a confirmed Captain. After the initial staffing of the pool for the purpose of this clause, "senior" refers to the length of time as a qualified Platoon Chief. If two members have the same qualified Platoon Chief seniority, then confirmed Captain seniority shall be used.
 - c. No more than 50% of Platoon Chief and Qualified Platoon Chief members on any platoon may be scheduled off at any time.
 - d. All confirmed Fire Captains in the Qualified Platoon Chief Pool are eligible to apply for Platoon Chief positions when a vacancy occurs.
 - e. The senior member in the Qualified Platoon Chief pool that applies for the promotion shall be selected. For the purpose of this clause, "senior" refers to the length of time as a qualified Platoon Chief. If two members have the same qualified Platoon Chief seniority, then confirmed Captain seniority shall be used.

2. The Qualified Platoon Chief Promotion Process:

- a. Members will be eligible to compete or re-compete for promotion to the Qualified Platoon Chief Pool subject to the following terms and conditions:
 - i. There are vacancies in the Pool.
 - ii. Only those Captains who have been confirmed in the position of Captain for a period of two (2) years or greater as of the competition closing date shall be eligible for the Qualified Platoon Chief Pool position.
- b. The Qualified Platoon Chief Pool selection process shall be conducted as required and determined by the Fire Chief or designate.
- c. The Qualified Platoon Chief Pool selection process will consist of interviews, a written exercise, a command exercise, a media exercise, and personnel scenarios administered by the Fire Department Administration. Other factors that will be reviewed and assessed in the selection process will be seniority as a confirmed Captain and the individuals discipline history.
- d. Successful candidates shall move into the Qualified Platoon Chief Pool in order of selection process final standings and placed below Members currently in the Qualified Platoon Chief Pool.
- e. Members, who are eligible to compete for the **Qualified** Platoon Chief Pool, that choose not to compete but want to remain as competent Company Officers are encouraged to do so with the full understanding that their choice does not detract from their ability as a Company Officer.
- f. All acting as a Platoon Chief shall be carried out by qualified Fire Captains in the Qualified Platoon Chief Pool. The Members with the most Qualified Platoon Chief Pool Seniority will be assigned across each of the platoons to ensure senior work is assigned to the senior pool Member.
- g. If a member in the qualified Platoon Chief pool turns down six (6) acting shifts in a calendar year without a reasonable explanation, the member will drop one (1) level of seniority in the pool as their first warning and if the acting is turned down again without a reasonable explanation the member will be removed from pool.
- h. Should a Member fail to qualify, the Member may compete again at the next opportunity (provided there are vacancies in the pool).

3. Wages:

- a. Upon this role being established, the rate will be set at 137% and increase annually by 1% until 140% is reached.
- b. Anyone in the Platoon Chief acting pool that are required to act will be paid at a rate of 137%.
- c. Current Platoon Captains will be promoted into Platoon Chief role and will not have to go through the selection process.
- d. Current Platoon Captains that do not want to be promoted into the Platoon Chief role will be grandparented at the rate of 125% and revert to a Captain position.

Signed this 10th day of June 2024

For the City of Kamloops

Ken Uzeloc Protective Services Director | Fire Chief

Ryań Cail[′] Deputy Fire Chief

Kristina

Human Resources Supervisor

For Kamloops Firefighters Association Local 913, IAFF

Jeremy Brodtrick President

Mark Brise Secretary

LETTER OF UNDERSTANDING #3

BETWEEN: The City of Kamloops (The Employer)

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

SUBJECT: TWENTY-FOUR (24) HOUR COMPRESSED SHIFT TRIAL

This Letter of Understanding is to establish a trial period for a 24-hour Compressed Shift Schedule.

The Employer and the Union (the "Parties") recognize this Letter of Understanding – 24-Hour Compressed Shift Trial ("LOU") was made without prejudice and without precedent to the interpretation and application of the Collective Agreement, and to any other agreement between the Parties.

The parties share a mutual desire to further evaluate the 24-hour shift schedule, based on the following pattern: 24 hours on duty, immediately followed by 24 hours off duty, immediately followed by 24 hours on duty, immediately followed by 120 hours off duty.

Pursuant to the terms of the LOU, the parties may amend any term or condition of the LOU at any time by mutual written agreement.

The parties hereby agree with the following:

- 1. The trial shall commence on December 28, 2024 and shall be in place for a three (3) year / thirty-six (36) month term.
- 2. The 24-hour shift schedule only applies to those employees in the Suppression Division.
- 3. The parties agree there will be no cost to the Employer when transitioning to the new schedule; any additional hours will not incur additional pay, overtime, time off, or any other form of compensation. The transition shall take no more than two (2) weeks and efforts will be made to minimize the impact to employees.
- 4. The Employer, in collaboration with the Union, will evaluate the 24-hour shift pattern through to the later of December 28, 2027, inclusive or after the ratification of the next Collective Agreement.
- 5. A 24-hour shift may be divided into two shifts of 10 hours (0800-1800) and 14 hours (1800-0800) for the purpose of relief coverage.
- 6. Vacation and statutory holiday leave shall be taken in 24-hour increments. Vacation and statutory holidays banks are combined for this purpose. A maximum of 12 hours from one of these banks shall be carried forward to the next year if the employees' statutory holidays and vacation days add up to an odd number.
- 7. Employees may be scheduled to work a maximum of 24 consecutive hours in duration, they cannot be scheduled to work within fourteen (14) hours of the start of their regularly scheduled shift or ten (10) hours following their regularly scheduled shift.
- 8. It is the responsibility of the Employee to ensure they report to work fit for duty and able to perform assigned duties safely and acceptably.

- 9. Employees may temporarily revert from a 24-hour shift or the 24-hour schedule, (with a minimum of eight (8) days' notice), to work straight day shifts, those being either four (4) ten (10) hour workdays, or five (5) eight (8) hour workdays, or two (2) ten (10) hour workdays or three (3) eight (8) hour workdays in order to facilitate training/courses, with notice and mutual agreement.
- 10. The parties agree that the goal of the trial is to be successful and thus will maintain a Joint Committee, with equal representation from both parties, to evaluate and find collaborative solutions to potential issues and challenges (both operational and in the Collective Agreement) associated with the 24-hour shift pattern. All data gathered and discussed by the committee will be accessible to both parties.
- 11. No more than ten (10) percent of suppression members shall live outside of the identified boundary municipalities as follows:
 - a) Fifty (50) kilometers or thirty (30) minute drive from City of Kamloops boundary as follows:
 - i. Barriere
 - ii. Sun Peaks
 - iii. Chase
 - iv. Westwold
 - v. Logan Lake
 - vi. Walhachin
 - vii. Savona
 - viii. Stump Lake
 - b) Current membership that lives outside of the boundary will be grand-parented in.
- 12. The Parties will maintain the 24-hour shift trial as a standing item on the labour management agenda as a general discussion point and to look for collaborative solutions to any unforeseen issues associated with the trial.
- 13. The Parties are committed to a three (3) year trial which cannot be terminated within the first two (2) years based on the metrics developed and monitored by the committee. If either party serves notice of its intention to terminate this LOU with reasonable grounds, the parties will revert to the Collective Agreement. The termination notice period will be a minimum of three (3) months.

Signed this 10th day of June 2024

For the City of Kamloops

Ken Uzeloc Protectiye Services Director | Fire Chief

Ryan Cail Deputy Fire Chief

Kristina Rios Human Resources Supervisor

For Kamloops Firefighters Association Local 913, IAFF

Jeremy Brodtrick President

Mark Brise Secretary