

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF PENTICTON



-AND-

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 1399



JANUARY 1, 2022 – DECEMBER 31, 2025

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**THIS AGREEMENT MADE AND ENTERED INTO ON THE 4TH DAY OF
JULY 2024, AND RATIFIED THE 16TH DAY OF JULY 2024**

BETWEEN:

THE CORPORATION OF THE CITY OF PENTICTON (hereinafter called the "City")

PARTY OF THE FIRST PART

AND:

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1399
(hereinafter called the "Union")

PARTY OF THE SECOND PART

ARTICLE 0: GUIDING PRINCIPLES

0.01 Guiding Principles

The Employer has the sole and exclusive right to manage its operations and staff, except as expressly limited by this Agreement or applicable Act, law, or legislation.

ARTICLE 1: COVERAGE

1.01 Recognition

The City is an Employer within the meaning of the "Labour Code of British Columbia" and recognizes that the Union is the duly certified and exclusive bargaining authority for all employees of the Fire Department, City of Penticton, British Columbia.

Further, this Agreement shall cover all employees of the Fire Department except:

1. The Fire Chief
2. Deputy Chief(s)
3. Assistant Chief(s)
4. Confidential Administrative Assistant
5. Emergency Management Personnel

The Fire Department operates within City of Penticton infrastructure and the Employer reserves the right to manage its infrastructure to meet operational needs and objectives.

ARTICLE 2: TERM OF AGREEMENT

2.01 Term of Agreement

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, 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 commence negotiations, to amend the agreement, at any time within four (4) months immediately preceding the expiry of this agreement. If notice has not been served by either party before the expiry of this agreement, both parties are deemed to have given notice.

2.02 Exclusion Under Labour Relations Code

The parties to this Agreement hereby specifically exclude the operation of Subsections 2 and 3 of Section 50 of the *Labour Relations Code*.

ARTICLE 3: UNION SECURITY

3.01 Union Dues

All employees covered by the Union Certificate of bargaining authority shall pay a monthly fee to the Union, equal to the Union's monthly dues, to begin in the first part or whole month the employee commences employment. It is further agreed that any new employee hired by the City shall become a member of the Union immediately following six (6) months employment and shall maintain membership in good standing in the Union as a condition of employment. Deductions shall be made from the payroll biweekly, and a list forwarded to the Treasurer of all employees from whose wages the deduction shall have been made.

3.02 Member Security

It is understood and agreed that the volunteer, auxiliary and/or paid-on-call firefighters work in collaboration with the full-time permanent employees. It is further understood that it is the intention of the Employer to provide full-time fire and rescue coverage to the community. Volunteers, auxiliary and/or paid-on-call firefighters shall not be scheduled to work in the place of Union members except by mutual agreement.

3.03 Union Business

The Corporation will grant leave of absence to not more than three (3) employees who are appointed or elected to Union office, or who are required to attend Union Conventions or are required to attend Union business, provided such absence will not impair the efficient operation of the Department. It is agreed that not more than two (2) such leaves of absence will be granted in any one year. In order for the Corporation to rearrange shifts, it is agreed that the employees requesting leave of absence, shall give the Corporation due notice in writing eight (8) days prior to the commencement date of the requested leave.

3.04 Non-Contracting Out

Except as expressly permitted by this Agreement, no work customarily performed by an employee covered by this Agreement and as outlined in the Penticton Career Track shall be performed by another employee of the City who is not covered by this Agreement.

The City shall not contract out any work if it reduces the size of the bargaining unit, adversely affects the monetary benefit of the union's members, reduces the number of scheduled hours, or results in layoffs.

ARTICLE 4: REMUNERATION

4.01 Wage Rates

Employees shall be paid in accordance with the scale of remuneration set forth in Schedule "A" to this Agreement.

ARTICLE 5: HOURS OF WORK

5.01 Legislation

The Fire Department shall be operated in accordance with the Fire Department Act, Chapter 132 of the Revised Statutes of British Columbia, 1979, and amendments thereto, and in accordance with City Fire Department Bylaw(s), if any.

5.02 Standard Work Schedule – Fire Suppression

The basic work week for all employees, 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.

5.03 Standard Work Schedule – Fire Prevention Inspector

The basic work week for Fire Prevention Inspectors shall be four (4) ten (10) hour days. To facilitate the necessary inspection requirements or to provide training and public education programs of the Fire Department and/or the Fire Commissioner's office, Fire Prevention Inspectors may be required to work an afternoon shift, provided that any such change to an afternoon shift shall not involve more than two (2) consecutive shifts per month.

5.04 Standard Work Schedule – Training Officer

The basic work week for the Training Officer shall be forty (40) hours per week. To facilitate the training of regular paid staff and paid-on-call fire fighter, the Training Officer may be scheduled to work up to three (3) afternoon shifts per month.

ARTICLE 6: OVERTIME & CALL-OUT

6.01 Call-Out

An employee reporting for work on the call of the City at any time other than the employee's 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.

6.02 Overtime

All time worked beyond the employee's regular workday or regular shift at the request of the City, shall be deemed to be overtime and shall be paid at one-and-one-half times (1.5x) the regular rate of pay for the first two (2) hours and two times (2x) the regular rate of pay thereafter.

6.03 Compensation for Mandatory Attendance

Employees who are requested to attend department meetings, department required courses, and conferences/conventions or matters on behalf of the department on regular days off will be compensated at the special rate of straight time their regular rate of pay.

6.04 Compensation and Staffing for Training

Employees who attend training as a student, a recipient of the training lessons, or related matters on behalf of the department on regular days off will be compensated at the special rate of straight time their regular rate of pay. This special rate of pay shall not apply to employees tasked with instruction. Employees tasked with approved instructional activities shall be compensated one-and-one-half times (1.5x) the regular rate of pay if off-shift and a premium of an additional half time (0.5x) the regular rate of pay for all hours of instruction delivered on-shift.

6.05 Long-Term Coverage

When a WorkSafe; Non Occupational Illness or Injury; or, Bereavement, Compassionate or Family Responsibility Leave creates a staffing vacancy that reduces staffing levels below two (2) Captains (or Acting) and six (6) Fire Fighters, the Union agrees the employer may utilize the special provision of Staffing Overtime, which is compensated at the special rate of one-and-one-half times (1.5x) the regular rate of pay for the purpose of staffing duty shifts.

Any employee required to work on a Statutory Holiday as provided for in Article 20.01 under the special provision of Staffing Overtime shall be provided two times (2x) the regular rate of pay for the purpose of staffing duty shifts. In this case, Article 20.03 does not apply.

The special provision of Staffing Overtime shall not be utilized for the purpose of supplementing staffing above the approved levels indicated herein.

For vacancies exceeding thirty-two (32) working shifts, the Fire Chief shall have the option of reassigning the senior acting officer to the shift where the vacancy has

occurred. In the case of a Fire Fighter vacancy, the junior Fire Fighter may be reassigned.

ARTICLE 7: COURT APPEARANCE

7.01 Leave of Absence & Compensation

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. Should an employee be subpoenaed as a witness for the City or represent the City in court on their day off, the employee shall be paid at their regular 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

8.01 General Conditions in Force

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.

8.02 Changes in Working Conditions

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

9.01 In-Scope Posting Procedure

When a vacancy occurs, in any class of employment or a new position is created, which comes within the scope of this Agreement, notice of such vacancy or new position shall be posted at the Fire Hall for ten (10) calendar days prior to the closing of the posting.

9.02 Out-of-Scope Posting Procedure

All Fire Department position vacancies, falling outside the scope of this Agreement, shall be posted for the information of present Fire Department Staff at least seven (7) days prior to the closing date of the application.

ARTICLE 10: DISMISSALS, LAYOFFS, SUSPENSIONS & DEMOTIONS

10.01 Termination – Without Cause

When a regular employee of the Fire Department is laid off or terminated for other than "just cause", the employee shall be given thirty (30) days' notice, or in lieu thereof, one month's pay. In the event of a reduction of staff in the Fire Department, seniority shall govern.

10.02 Termination – With Cause

Any employee of the Fire Department may be suspended or dismissed immediately, for just cause, without pay from the date of such suspension or dismissal.

10.03 Notification

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.

10.04 Reinstatement

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 the employee may have accrued through other employment during the period of their dismissal, suspension or demotion.

ARTICLE 11: PROBATION, SENIORITY & PROMOTION

11.01 Probationary Period

It is agreed that new employees shall be on probation until they have completed twelve (12) months satisfactory service and that during this period of service shall acquire no seniority.

11.02 Seniority Calculation

Upon completion of such service, an employee's seniority shall be calculated from the date the employee commenced employment with the Fire Department.

11.03 Trial Period

Employees appointed, promoted or transferred shall serve a six (6) month trial period from the date of appointment, promotion or transfer. If, during or immediately following the six (6) months trial 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 the employee's former classification without loss of seniority.

External transfers shall be considered external for position postings (Article 9) unless time has been served in said division previously.

11.04 Seniority for Position Outside of Bargaining Unit

Employees appointed or promoted to a position not subject to this Agreement, shall retain, but not accumulate seniority for a period not to exceed six (6) months. Should an employee return to the bargaining unit, within the six (6) month period, the employee shall return to their previous classification.

11.05 Promotions

It is agreed that promotions within the Fire Department shall be made by the City, and where relative ability is equal, length of service shall be the determining factor. A candidate's ability shall be determined subject to achieving the qualifications based on the agreed Penticton Fire Department Career Track. For those candidates that are qualified, length of service with the Penticton Fire Department shall be the determining factor for promotion.

It is agreed that a Career Track Committee shall consist of Fire Department Administration and Union Representatives who shall meet on a regular basis to establish criteria for promotional criteria to be ratified by both parties.

In determining the Career Track, the Career Track Committee consisting of one (1) Employer representative appointed by the Fire Chief and one (1) representative appointed by the Union, will meet to agree on Career Track requirements. The Committee will meet from time to time as needed, and in advance of posting for Officer candidates, to confirm requirements and the details to be included within the posting.

The Committee will ensure all interested candidates are aware of Career Track requirements at all times and with enough time prior to posting for Officer candidates, to allow all candidates reasonable time to prepare properly.

11.06 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 so acting as per Schedule A.

11.07 Fire Prevention Inspector Advancement

A Fire Prevention Inspector I who has met the criteria as set out by the Penticton Fire Department Career Track will be advanced to a Fire Prevention Inspector II.

11.08 Fire Inspection Officer Advancement

The Fire Inspection Officer shall be promoted once they have met the criteria as set out by the Penticton Fire Department Career Track.

ARTICLE 12: WORK COVERAGE

12.01 Emergency Management

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 Fire Fighter, any work or duty in connection with the Emergency Management BC, including training, national survival exercises and action in the event of war or national emergency and in the event of catastrophes.

12.02 Nature of Work

The Employer shall not, as a condition of the employee's job as a Firefighter, require them, nor shall any employee covered by this Agreement, be required to perform any work or duty not connected with:

- (a) The prevention and suppression of fire
- (b) Training
- (c) Normal rescue and safety services
- (d) Routine housekeeping
- (e) Other related duties as reflected in the Career Track

This Article shall not limit suitable work assigned as part of the Employer's duty to accommodate and a graduated return to work plan.

ARTICLE 13: GENERAL

13.01 Expenses and General Requirements Related to Employment

- (a) Employees in the course of their employment may be required to undergo a medical examination for just cause by the City, and the Medical Officer who shall be appointed by the City shall submit a report to the City indicating the status of the employee's health and whether or not the employee is able to carry out the normal duties to which the employee is assigned. The costs of such medical examination will be borne by the City.
- (b) The employer agrees to pay the costs of the driver's licence medical exam fee, professional fees and membership fees where such affiliation is required by the employer.
- (c) The employer agrees to pay the Hepatitis A/B vaccinations and other medical precautions costs for the protection of employees covered in this agreement, where such medical precautions are reasonably associated with exposure in the workplace.
- (d) If vaccination is required by the City of Penticton for pandemics or any other health emergency reasons, no employee shall be unreasonably levied and/or disciplined by the employer for not submitting vaccine status. Furthermore, reasonable options must be offered to assist the member to continue working. Options can be determined through the Labour Management committee.
- (e) Driver's abstracts and Police Information Checks (Criminal Record Checks) shall be conducted in accordance with City policies in effect at any given time at the City's expense.

13.02 Responsibility to Provide Nourishment in Emergency

At the discretion of the Fire Chief or designated officer, the City shall provide nourishment at any major incident or emergency.

13.03 Job-Related Liability Protection

Job-related liability protection shall be in accordance with City of Penticton bylaws in force and effect at any given time.

13.04 Non-Discrimination – Union Activities

The City will not discriminate against any member of the Union by reason of Union activities.

13.05 Line of Duty Death Service

The City agrees to contribute up to two (2) months' salary of a First Class Fire Fighter (100%) towards the cost incurred to provide a full honors Line of Duty Death service for any employee covered by this agreement whose death has been attributed to the work they perform as an employee of the Penticton Fire Department. Such services will be in keeping with the IAFF and IAFC protocols. The service, ceremony and other events associated with the ceremony shall be coordinated and collaborated together with a committee consisting of the family, IAFF Local 1399 and Fire Chief Liaisons.

13.06 Clothing Allowance

The following articles of clothing and equipment shall be supplied to all Fire Fighters on commencing employment.

Work Clothing:

- One pair of work boots
- Four work shirts
- Four pairs of work pants
- One hat
- One toque
- Four t-shirts
- One winter jacket

Dress Clothing:

- One pair of dress shoes
- One dress shirt
- One uniform cap and badges
- One neck tie
- One tunic (includes dress pants)

Replacement articles of clothing shall be supplied on the basis of an accumulated fund being established, not to exceed the following in any one year per employee designated as Fire Suppression:

- Five hundred and fifty dollars (\$550.00) for employees who have up to and including their twelfth (12th) completed year of service
- Four hundred and fifty dollars (\$450.00) for employees after their twelfth (12th) completed year of service

The cost of replacements of clothing will be at the discretion of the Fire Chief and will be charged against this fund. An allowance of four hundred and fifty dollars (\$450.00) per annum will be provided for those personnel on permanent fire prevention inspection duties. New employees' credits shall commence thirty (30) days following the acquiring of seniority under the terms of this Agreement. No more than two (2) years of unused clothing allowance may be carried forward in any given year. An employee on a leave of absence that extends beyond one (1) year shall not be entitled to accumulate a clothing allowance or replacement articles of clothing.

ARTICLE 14: LEAVE OF ABSENCE

14.01 Labour Management Relations

(a) *Labour Management Relations Committee*

A Labour Management Committee shall be appointed, consisting of Union 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 21 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) *Labour Management Meetings*

Members of the executive who leave work to attend a Labour Management Meeting with representatives of the City shall suffer no loss of pay for such time as required for a meeting during normal working hours.

14.02 Leave for Union and Other Purposes

An employee who is appointed or elected to a full time position with the International Association of Fire Fighters or the British Columbia Professional Fire Fighters' Association, or if accepted to an institute of learning under labour sponsorship, shall, if the employee so requests in writing, be granted leave of absence without pay and without loss of seniority for a period not exceeding one year. Such leave may be granted

or renewed by mutual agreement between the City and Union, subject to Departmental operational requirements.

14.03 Other Leaves of Absence

(a) *Bereavement Leave*

In the event of a death in the immediate family of an employee, or an employee's spouse, the Employer shall grant a maximum of four (4) regularly scheduled consecutive work days leave without loss of pay or benefits.

"Immediate family" shall mean: child, step-child, parents, brother, sister, grandparents, grandchild, step parent, foster child, foster parent, aunt, uncle, niece, nephew, fiancée; and the employee's son-in-law, daughter-in-law, sister-in-law and brother-in-law. Additional leave of absence with pay for travel may be granted in accordance with City of Penticton corporate Policy.

A maximum of 2 additional days leave without loss of pay or benefits will be granted in the event of the death of an employee's spouse.

(b) *Compassionate Care Leave*

Compassionate Care Leave shall be provided in accordance with the Employment Standards Act of B.C.

(c) *Leave Without Pay*

An employee desiring leave of absence without pay shall be granted such leave, provided reasonable notice is given, insofar as in the opinion of the Chief, and the regular operation of the Department will permit such absence based on bona fide operational concerns. Such leave of absence shall not exceed what is in the opinion of the employer to be a reasonable period of time. Seniority is not accrued during the period of such leave. Approval for such leave requests shall not be unreasonably denied.

14.04 Maternity, Parental & Adoption Leave

An employee shall be entitled to maternity, parental, and adoption leave in accordance with the law of the Province of British Columbia.

14.05 Union Bargaining Committee Leave

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

(a) When the platoon strength is reduced below the established minimum manning, the Union will supply the required manpower to bring the manning up to the required standard without cost to the Employer.

(b) When the platoon strength is in excess of the established minimum manning, members of the Union's bargaining committee will be allowed time off without loss of pay or necessary relief.

ARTICLE 15: WEEKLY INDEMNITY & LONG-TERM DISABILITY PLANS

15.01 Medical Certificate

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

15.02 Workplace Accommodation and Return-to-Work

Accommodations for work-related injuries will follow the City of Penticton's Return to Work Program and legislative requirements.

An employee may return to alternate duties, such as a temporary accommodation or graduated return to work program, provided a medical practitioner certifies an employee is able to return to such work. An alternate duty work program shall ensure every reasonable effort is made to accommodate the employee's normal and regular work schedule.

15.03 Weekly Indemnity Plan

Weekly Indemnity, up to twenty-six (26) weeks coverage, effective on the sixth (6th) day of non-compensable accident or illness, will provide a sixty percent (60%) of pay benefit.

15.04 Weekly Indemnity Benefit

- (a) Employees shall draw normal wages during the five (5) day waiting period prior to the commencement of Weekly Indemnity.
- (b) Once the Weekly Indemnity benefit does commence, the employee will continue to receive normal net take home pay. All deductions, with the exception of income tax or other adjustment required by legislation, shall continue as normal.
- (c) For clarity, any wage increase that comes into effect while the employee is receiving the Weekly Indemnity benefit does not apply to the employee's benefit portion of salary until the Weekly Indemnity benefit has ended.

15.05 Long Term Disability Plan

A Long-Term Disability Plan will be available to regular employees working a 35, 40 or 42 hour week.

15.06 Long-Term Disability 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 twenty-six (26) weeks and has exhausted all Weekly Indemnity entitlements, the employee shall be eligible to receive a monthly benefit equal to the sum of:

- (a) 66 2/3 percent of the first \$ 1,500 of monthly earnings.
- (b) 50 percent of monthly earnings above \$ 1,500.

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

The Long-Term Disability 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.

15.07 General Principles

Participation in both the Weekly Indemnity and Long-Term Disability Plans is a condition of employment.

15.08 Premium Cost

The premium cost for both the Weekly Indemnity and Long-Term Disability Plans shall be paid by the employee.

15.09 New Employees – Weekly Indemnity Plan

Subject to the conditions of the Weekly Indemnity Policy, new employees shall be eligible for enrollment in the Weekly Indemnity Plan after thirty (30) days of employment. There shall be no make-up or top-up until the first (1st) day of the month following completion of five (5) months of employment.

15.10 New Employees – Long-Term Disability Plan

Subject to the conditions of the Long-Term Disability Policy, new employees shall be eligible for enrollment in the Long-Term Disability Plan on the first (1st) day of the month following five (5) months of employment.

15.11 Employee Layoff – Weekly Indemnity Plan and Long-Term Disability Plan

In the event of a layoff, coverage for the Weekly Indemnity and Long-Term Disability Plans shall cease unless the employee was disabled prior to any layoff.

ARTICLE 16: WORKERS' COMPENSATION

16.01 Workers' Compensation Benefit

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 during such absence from duty, provided that payment of said normal net take home pay shall continue only as long as the employee continues to receive Workers' Compensation payment in respect to such injury; and provided further, that all compensation to which the employee is entitled is paid direct from the Workers' Compensation Board to the City. The employee's usual deductions shall be deducted from the employee's regular rate of pay. The provisions of this Section do not apply

where an employee is permanently incapacitated from serving as a Fire Fighter and is in receipt of Workers' Compensation Board Pension.

ARTICLE 17: HEALTH & WELFARE COVERAGE

17.01 Group Life Insurance

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

17.02 Accidental Death and Dismemberment

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

17.03 Medical Services Plan

Each qualified employee shall be enrolled in the above Plan and the premium shall be paid 100% paid by the Employer.

17.04 Extended Health Benefit

Each qualified employee shall be eligible for the above Plan at no cost to the employee.

The plan will provide the coverage listed in the employee online handbook:

- (a) Overall Plan Maximum of unlimited.
- (b) Corrective Eye Surgery at a value of \$2,000 per eye per lifetime maximum limit.
- (c) 100% eye exam per 2 calendar years.
- (d) \$450 prescription eyewear per 2 calendar years including prescription sunglasses.
- (e) \$2,500 per calendar year combined Physiotherapy, Massage Therapy, Chiropractic (including X-Rays), Naturopath, Athletic Therapy, Acupuncture, Dietician, Osteopathy (including X-Rays), Podiatry (including X-Rays and surgery), Speech Therapy, and Occupational Therapy.
- (f) \$5,000 per calendar year for Mental Health services (Psychologist/Clinical Counsellor/Social Worker) at 100% employer paid.

17.05 Dental Plan

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

- (a) Basic Dental Services (Plan "A") - Plan pays 100% of approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan "B") - Plan pays 70% of approved schedule of fees. This benefit includes implants.
- (c) Orthodontics (Plan "C") - Plan pays 65% with a lifetime limit of \$6,000.

(d) Premium costs for the Dental Plan shall be paid by the Employer.

17.06 General Principles

- (a) Participation in the aforementioned Plans, with the exception of medical coverage, shall be a condition of employment.
- (b) Medical coverage eligibility shall be from the first day of the month following the month employment started.
- (c) Extended Health Benefits and Dental coverage eligibility shall be the first of the month following six (6) months of employment. Group Life and Accidental Death and Dismemberment shall commence on the first day of employment.
- (d) During layoff, 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 their 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.

ARTICLE 18: SUPERANNUATION & RETIREMENT

18.01 Enrolment & Registration

The provisions of the Public Sector Pensions Plans Act and amendments thereto shall apply to all employees. Employees shall be registered into Group 5 of the Municipal Pension Plan at the completion of six (6) months of service.

18.02 Superannuation

Each employee of the Fire Department shall, upon reaching the maximum retirement age of sixty (60) years, be superannuated from the Fire Department, effective the end of the calendar month in which they reach their sixtieth (60th) birthday.

18.03 Vacation & Statutory Holiday Usage

Each employee shall take all due annual vacation and Statutory Holiday time and all accumulated vacation time prior to the effective date of such employee's superannuation.

18.04 Pensionable Service Purchase

An employee may apply to the Superannuation Branch for approval to purchase a maximum of three (3) months pensionable service, in accordance with Pension Plan Rules. The time purchased must be probationary service with the Employer, which was not originally considered and credited as pensionable service and the Employer shall pay their share of this time, as credit for the time as pensionable service.

ARTICLE 19: ANNUAL VACATION

19.01 Eligibility for Vacation

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

An employee shall not be entitled to earn annual vacation when they are off work on Long-Term Disability or unpaid leave. In the event that an employee is placed on Long-Term Disability, he or she shall not earn annual vacation entitlement for the twenty-six (26) week period of Weekly Indemnity immediately preceding said Long-Term Disability.

19.02 Vacation Entitlement

- (a) Employees leaving the service in less than the twelve (12) months from the date of employment shall be granted vacation pay in accordance with the Annual and General Holidays Act.
- (b) An employee who has completed one (1) but less than ten (10) years service at the end of the vacation year shall be entitled to a paid vacation of twelve (12) working shifts. Payment for such vacation shall be at the employee's regular rate of pay.
- (c) An employee who has completed ten (10) but less than twenty (20) years service at the end of the vacation year shall be entitled to a paid vacation of sixteen (16) working shifts. Payment for such vacation shall be at the employee's regular rate of pay.
- (d) An employee who has completed twenty (20) or more years of service at the end of the vacation year shall be entitled to a paid vacation of twenty (20) working shifts. Payment for such vacation shall be at the employee's regular rate of pay.

19.03 Vacation for Thirty-Five (35) and Forty (40) Hour Fire Department Employees

- (a) Employees leaving the service in less than the twelve (12) months from the date of employment shall be granted vacation pay in accordance with the Annual and General Holidays Act.
- (b) After the completion of one (1) year continuous service, but less than ten (10) years continuous service in the Fire Department - three (3) calendar weeks.
- (c) After the completion of ten (10) years continuous service, but less than twenty (20) years continuous service in the Fire Department - four (4) calendar weeks.
- (d) After the completion of twenty (20) years continuous service in the Fire Department - five (5) calendar weeks.

19.04 Vacation Approval

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".

19.05 Cancellation of Vacation

- (a) If an employee is on Weekly Indemnity, Long-Term Disability, Bereavement or Compassionate Leave before vacation commences, the vacation leave may be postponed to a later date.
- (b) If vacation is postponed for reasons cited in 19.05 (a), said vacation shall be rescheduled at the Employer's discretion.
- (c) Subject to Fire Chief approval, a maximum of one (1) block [four (4) shifts] of vacation leave accrued but not used at the end of each calendar year may be carried forward into the following calendar year.

19.06 Vacation Start

All vacation shall start on the first day of a day shift (except as otherwise mutually agreed).

19.07 Vacation Proration – Less Than One Year of Service

An employee who has not completed one (1) year of service at the end of the vacation 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 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.

ARTICLE 20: STATUTORY HOLIDAYS

20.01 Statutory Holiday Entitlement – Continuous Shift

- (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
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day
National Day for Truth and Reconciliation	

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

- (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 Long-Term Disability or unpaid leave.

In the event that an employee is placed on Long-Term Disability, they shall not earn Statutory Holiday entitlement for the period that they are on Weekly Indemnity immediately preceding said Long-Term Disability. The calculation of time to be deducted from entitlement shall be as follows:

Hours not worked
2184 x 156 = Hours to be deducted

(c) *Cancellation of Statutory Holiday*

If an employee is on Weekly Indemnity, Long-Term Disability, 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.

20.02 Statutory Holiday 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 |
| Thanksgiving Day | Remembrance Day |
| Christmas Day | Boxing Day |
| National Day for Truth and Reconciliation | |

and any other day proclaimed or declared by the Federal 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.

The City will implement the following procedure for employees in the Fire Prevention and Training Divisions who elect to accumulate holidays which occur on their designated day of rest:

- (a) Employees involved must notify the Fire Chief at the beginning of each year whether or not they wish to take Statutory Holidays off which occur on their designated day of rest as they occur or en bloc.
- (b) Employees who elect to take Statutory Holidays off en bloc, as provided for in (a) above, must be scheduled on the same basis as annual vacation scheduling.
- (c) Statutory Holidays which occur on an employee's normal workday are to be taken off as they occur.

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

20.03 Requirement to Work on Statutory Holiday

Any employee required to work on a Statutory Holiday as provided for in Article 20.01 on a regular scheduled basis, shall receive, in addition to the Holiday to which the employee is entitled, a premium at the rate of fifty percent (50%) of the rate in which the employee is working, calculated on an hourly basis for each of the hours worked by the employee between the hours of 0001 and 2359 on such public holiday.

ARTICLE 21: GRIEVANCE & ARBITRATION PROCEDURE

21.01 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.

The Union shall appoint a Grievance Committee and notify the City of the appointment and personnel of same; said Committee shall consist of not more than four (4) persons.

21.02 Permission to Leave Work

Union officials and members of the Grievance Committee 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.

21.03 Grievance Stages

(a) *First Stage*

The grievance will be brought forward to the Fire Chief (or designate) verbally or in writing within fourteen (14) calendar days of the Union becoming aware of the circumstances.

(b) *Second Stage*

If the alleged grievance is not settled by the Fire Chief (or designate) within fourteen (14) calendar days of receiving the grievance, the Union may request to refer the grievance to the Manager of Human Resources (or designate) in writing within seven (7) calendar days who shall arrange for meetings with the Union within seven (7) calendar days from receipt of such request.

(c) *Third Stage*

If the alleged grievance is not settled by the Manager of Human Resources (or designate) within seven calendar (7) days of meeting with the Union, the Union may

request to refer the grievance to the City Manager (or designate) in writing who shall arrange for meetings with the Union within seven calendar (7) days from receipt of such request.

(d) *Final Settlement*

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

21.04 Arbitration Procedure

(a) A Board of Arbitration shall consist of three (3) persons; one (1) to be chosen by each party, the third, who shall be the Chairperson, 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 Chairperson. Should the members appointed by the parties fail to agree on a Chairperson, the said Chairperson 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 their Arbitrator and pay one-half (1/2) of the expenses of the Chairperson.

(b) Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties.

(c) *Matters not Covered*

Any dispute (as defined in the Labour Relations Code) with respect to matters not covered by the terms of this Agreement, shall be the subject of collective bargaining between the Union 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 a three person Board will apply.

ARTICLE 22: TECHNOLOGICAL CHANGE

22.01 Dispute Discussion

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.

22.02 Dispute Resolution

Where the City introduces, or intends to introduce, a technological change that:

(a) affects the terms and conditions or 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 21 of this Collective Agreement, bypassing all other steps in the grievance procedure.

22.03 Arbitration

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 or 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 their displacement as the Arbitration Board considers reasonable.
 - (v) that the matter be referred to the Labour Relations Council (under Section 77 of the Labour Relations Code).


22.04 Notice

The City will give to the Union in writing at least ninety (90) days notice of any intended technological change that:


- (a) affects the terms and conditions or 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.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 4TH day of July 2024.


**ON BEHALF OF:
CITY OF PENTICTON BARGAINING
COMMITTEE**

Signed by:


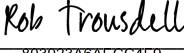
E1681D2938954D0...
Mike Larsson
Fire Chief

Signed by:


CBCE3FF97E92472...
Angela Campbell
Director of Finance & Administration

Signed by:


C1A677988D59413...
Alex Castley
Manager of Human Resources & Safety

Signed by:


803923A6AEC04F9...
Rob Trousdell
Deputy Fire Chief


**ON BEHALF OF:
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 1399
BARGAINING COMMITTEE**

Signed by:

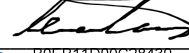

BEF029E473D34A9...
Curtis Gibbons
President, IAFF Local 1399

Signed by:


5049C44FCAA14DD...
Jared Holmes
Vice President, IAFF Local 1399

Signed by:


C8CC82D2F6F7423...
Wes Swaren
Treasurer, IAFF Local 1399

Signed by:


B0EB11DDCC28439...
Trevor Tougas
Secretary, IAFF Local 1399

Schedule "A"
 City of Penticton
 Page 1

City of Penticton
 January 1, 2022, to December 31, 2022

Classification	Differential	Monthly	Bi-Weekly	Hourly
Fire Fighter				
- Probation Rate (1st 12 Months)	**70%	6270.82	2894.22	34.4550
- 2nd Year	**80%	7166.66	3307.69	39.3773
- 3rd Year	**90%	8062.49	3721.15	44.2994
- 4th Year (1st Class)	**100%	8958.32	4134.61	49.2215
- 10th Year	**103%	9227.07	4258.65	50.6982
- 15th Year	**106%	9495.82	4382.69	52.1749
- 20th Year	**109%	9764.57	4506.72	53.6514
Probationary Acting Captain rate (1st 6 Months)				
	*117%	10795.67	4982.62	59.3169
Lieutenant				
	*117%	10795.67	4982.62	59.3169
Training Officer				
	*122%	11257.03	5195.55	64.9444
Captain (Suppression)				
	*122%	11257.03	5195.55	61.8518
Fire Inspector I				
	**100%	8958.32	4134.61	51.6826
Fire Inspector I (10th Year)				
	**103%	9227.07	4258.65	53.2331
Fire Inspector I (15th Year)				
	**106%	9495.82	4382.69	54.7836
Fire Inspector I (20th Year)				
	**109%	9764.57	4506.72	56.3340
Fire Inspector II				
	*112%	10334.32	4769.69	59.6211
Fire Inspection Officer				
	*122%	11257.03	5195.55	64.9444
FireSmart Coordinator				
- 1st Year	**70%	6270.82	2894.35	41.3460
- 2nd Year	**75%	6718.74	3100.96	44.2994
- 3rd Year	**80%	7166.66	3307.69	47.2527
- 4th Year	**85%	7614.57	3514.42	50.2060
- 5th Year	**90%	8062.49	3721.15	53.1593
- 6th Year	**95%	8510.40	3927.88	56.1126
- 10th Year	**100%	8958.32	4134.61	59.0659

* Denotes percentage of 10th year rate

** Denotes percentage of 4th year (1st Class) Fire Fighters rate

Schedule "A"
 City of Penticton
 Page 2

City of Penticton
 January 1, 2023, to December 31, 2023

Classification	Differential	Monthly	Bi-Weekly	Hourly
Fire Fighter				
- Probation Rate (1st 12 Months)	**70%	6553.01	3024.47	36.0056
- 2nd Year	**80%	7489.15	3456.53	41.1492
- 3rd Year	**90%	8425.30	3888.60	46.2929
- 4th Year (1st Class)	**100%	9361.44	4320.66	51.4364
- 10th Year	**103%	9642.28	4450.28	52.9795
- 15th Year	**106%	9923.13	4579.91	54.5227
- 20th Year	**109%	10203.97	4709.52	56.0657
Probationary Acting Captain rate (1st 6 Months)	*117%	11281.47	5206.83	61.9861
Lieutenant	*117%	11281.47	5206.83	61.9861
Training Officer	*122%	11763.58	5429.34	67.8668
Captain (Suppression)	*122%	11763.58	5429.34	64.6350
Fire Inspector I	**100%	9361.44	4320.66	54.0083
Fire Inspector I (10th Year)	**103%	9642.28	4450.28	55.6285
Fire Inspector I (15th Year)	**106%	9923.13	4579.91	57.2489
Fire Inspector I (20th Year)	**109%	10203.97	4709.52	58.8690
Fire Inspector II	*112%	10799.35	4984.32	62.3040
Fire Inspection Officer	*122%	11763.58	5429.34	67.8668
FireSmart Coordinator				
- 1st Year	**70%	6553.01	3024.47	43.2067
- 2nd Year	**75%	7021.08	3240.50	46.2929
- 3rd Year	**80%	7489.15	3456.53	49.3790
- 4th Year	**85%	7957.22	3672.56	52.4651
- 5th Year	**90%	8425.30	3888.60	55.5514
- 6th Year	**95%	8893.37	4104.63	58.6376
- 10th Year	**100%	9361.44	4320.66	61.7237

* Denotes percentage of 10th year rate

** Denotes percentage of 4th year (1st Class) Fire Fighters rate

Schedule "A"
 City of Penticton
 Page 3

City of Penticton
 January 1, 2024, to December 31, 2024

Classification	Differential	Monthly	Bi-Weekly	Hourly
Fire Fighter				
- Probation Rate (1st 12 Months)	**70%	6847.89	3160.56	37.6257
- 2nd Year	**80%	7826.16	3612.07	43.0008
- 3rd Year	**90%	8804.43	4063.58	48.3760
- 4th Year (1st Class)	**100%	9782.70	4515.09	53.7511
- 10th Year	**103%	10076.18	4650.54	55.3636
- 15th Year	**106%	10369.66	4786.00	56.9762
- 20th Year	**109%	10663.14	4921.45	58.5887
Probationary Acting Captain rate (1st 6 Months)				
	*117%	11789.13	5441.14	64.7755
Lieutenant				
	*117%	11789.13	5441.14	64.7755
Training Officer				
	*122%	12292.94	5673.66	70.9208
Captain (Suppression)				
	*122%	12292.94	5673.66	67.5436
Fire Inspector I				
	**100%	9782.70	4515.09	56.4386
Fire Inspector I (10th Year)				
	**103%	10076.18	4650.54	58.1318
Fire Inspector I (15th Year)				
	**106%	10369.66	4786.00	59.8250
Fire Inspector I (20th Year)				
	**109%	10663.14	4921.45	61.5181
Fire Inspector II				
	*112%	11285.32	5208.61	65.1076
Fire Inspection Officer				
	*122%	12292.94	5673.66	70.9208
FireSmart Coordinator				
- 1st Year	**70%	6847.89	3160.56	45.1509
- 2nd Year	**75%	7337.03	3386.32	48.3760
- 3rd Year	**80%	7826.16	3612.07	51.6010
- 4th Year	**85%	8315.30	3837.83	54.8261
- 5th Year	**90%	8804.43	4063.58	58.0511
- 6th Year	**95%	9293.57	4289.34	61.2763
- 10th Year	**100%	9782.70	4515.09	64.5013

* Denotes percentage of 10th year rate

** Denotes percentage of 4th year (1st Class) Fire Fighters rate

Schedule "A"
 City of Penticton
 Page 4

City of Penticton
 January 1, 2025, to December 31, 2025

Classification	Differential	Monthly	Bi-Weekly	Hourly
Fire Fighter				
- Probation Rate (1st 12 Months)	**70%	7190.29	3318.60	39.5071
- 2nd Year	**80%	8217.47	3792.68	45.1510
- 3rd Year	**90%	9244.66	4266.77	50.7949
- 4th Year (1st Class)	**100%	10271.84	4740.85	56.4387
- 10th Year	**103%	10580.00	4883.08	58.1319
- 15th Year	**106%	10888.15	5025.30	59.8250
- 20th Year	**109%	11196.31	5167.53	61.5182
Probationary Acting Captain rate (1st 6 Months)				
	*117%	12378.60	5713.20	68.0143
Lieutenant				
	*117%	12378.60	5713.20	68.0143
Training Officer				
	*122%	12907.60	5957.35	74.4669
Captain (Suppression)				
	*122%	12907.60	5957.35	70.9208
Fire Inspector I				
	**100%	10271.84	4740.85	59.2606
Fire Inspector I (10th Year)				
	**103%	10580.00	4883.08	61.0385
Fire Inspector I (15th Year)				
	**106%	10888.15	5025.30	62.8163
Fire Inspector I (20th Year)				
	**109%	11196.31	5167.53	64.5941
Fire Inspector II				
	*112%	11849.60	5469.05	68.3631
Fire Inspection Officer				
	*122%	12907.60	5957.35	74.4669
FireSmart Coordinator				
- 1st Year	**70%	7190.29	3318.60	47.4086
- 2nd Year	**75%	7703.88	3555.64	50.7949
- 3rd Year	**80%	8217.47	3792.68	54.1811
- 4th Year	**85%	8731.06	4029.72	57.5674
- 5th Year	**90%	9244.66	4266.77	60.9539
- 6th Year	**95%	9758.25	4503.81	64.3401
- 10th Year	**100%	10271.84	4740.85	67.7264

* Denotes percentage of 10th year rate

** Denotes percentage of 4th year (1st Class) Fire Fighters rate

Schedule "A"
City of Penticton
Page 5

With the exception of the Probation Rate and the 10th Year Rate, increments shall commence at the beginning of each year of service.

Employees transferring to another division within the scope of the collective agreement shall maintain their current rate of pay or rate of their new position, whichever is greater. To qualify and advance to the position of 4th year rate, an employee must complete three (3) continuous and satisfactory years of service within the division assigned.

To qualify and advance to the position of the 10th Year Rate, an employee must complete ten (10) continuous and satisfactory years of service in the Fire Department.

Bi-Weekly Method of Payment

Monthly salaries noted in Schedule "A" shall be paid on a bi-weekly basis. The conversion formula shall be as follows:

$$\frac{\text{Monthly Rate} \times 12}{26} = \text{bi-weekly rate}$$

Hourly rate is derived by dividing the bi-weekly rate by the average number of hours in the bi-weekly period.

**LETTER OF UNDERSTANDING #1
FLEX FIREFIGHTER**

BETWEEN:

**THE CITY OF PENTICTON
(hereafter “the Employer”)**

AND:

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS


Effective the date of ratification of the Memorandum of Settlement which renews the Collective Agreement from 2022 to 2025, the Employer and the Union agree to the following:


1. All terms and conditions of the Collective Agreement shall prevail except as expressly provided herein.
2. The Fire Chief may assign up to a maximum of four (4) non-probationary Fire Fighters with the least seniority to perform duties as a Flex Fire Fighter. Probationary Fire Fighters shall remain on a shift schedule and not work a flexible work week schedule, until they have completed three (3) months service.
3. The average forty-two (42) hour work week for the Fire Fighters assigned to work as Flex Fire Fighters, shall be comprised of a maximum of three hundred and thirty-six (336) hours in a fifty-six (56) day cycle and a maximum of thirty (30) duty shifts per cycle. The fifty-six (56) day cycle shall be on continuous cycle that is reconciled when A/B/C/D shifts first day shift is scheduled for Monday. A duty shift is designed as either one (1) ten-hour day starting at 0800 hours or one (1) fourteen (14) hour night starting at 18:00 hours.
4. Should the Employer not schedule a Flex Fire Fighter to three hundred and thirty-six (336) hours of work, they shall suffer no loss of pay or benefits. Hours worked in excess of three hundred and thirty-six (336) hours, shall be compensated in accordance with Article 6.02 Overtime and Call-Out.
5. Should the Employer not provide a Flex Fire Fighter with a minimum of six (6) hours' notice when called into work or revisiting their work schedule, the Flex Fire Fighter shall be compensated as per Article 6.02 Overtime & Call-Out.
6. Flex Fire Fighters will not be required to work more than twenty-four (24) hours continuously without a break of twenty-four (24) consecutive hours.
7. The Flex Fire Fighters will be permitted to schedule two (2) twenty-four (24) hour periods as days off in each eight (8) day work week. Should a Flex Fire Fighter schedule these twenty-four (24) periods off, the Employer may not schedule them to work without a minimum of forty-eight (48) hours' notice, except by mutual agreement.


- 8. A Flex Fire Fighter may be scheduled to any combination of day shifts and/or night shifts including being required to work consecutive day or night shifts. However, the Flex Fire Fighter shall not be scheduled to work more than seven (7) shifts within six (6) consecutive calendar days at any time.
- 9. The Flex Fire Fighter must be scheduled off duty for a minimum of two (2) calendar days every eight (8) day work week. This is not intended to require forty-eight (48) hours off duty.
- 10. The Flex Fire Fighters shall be assigned to a shift for the purpose of scheduling their vacation and holidays at the same time and in the same manner as all other fire fighters. Once such time off is scheduled, the time off shall be protected and the Flex Fire Fighters shall not be available for work, except by mutual agreement.
- 11. It is agreed that nothing in this agreement shall prevent the Employer from compelling a Flex Fire Fighter to work necessary overtime or call out in an emergency or a bona fide operational need, in the same manner as the other fire fighters.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 4TH day of July 2024.

**ON BEHALF OF:
CITY OF PENTICTON BARGAINING
COMMITTEE**

Signed by:

E1681D2938954D0...
Mike Larsson
Fire Chief


Signed by:

CBCE3FF97E92472...
Angela Campbell
Director of Finance & Administration


Signed by:

C1A677988D59413...
Alex Castley
Manager of Human Resources & Safety


Signed by:

803923A6AECC4F9...
Rob Trousdell
Deputy Fire Chief

**ON BEHALF OF:
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 1399
BARGAINING COMMITTEE**

Signed by:

BEF029E473D34A9...
Curtis Gibbons
President, IAFF Local 1399

Signed by:

504BC14FCAA14DD...
Jared Holmes
Vice President, IAFF Local 1399

Signed by:

C8CC82D2F6F7423...
Wes Swaren
Treasurer, IAFF Local 1399

Signed by:

B0EB11D00C28439...
Trevor Tougas
Secretary, IAFF Local 1399

**LETTER OF UNDERSTANDING #2
FIRESMART POSITIONS**

BETWEEN:

**THE CITY OF PENTICTON
(hereafter “the Employer”)**

AND:

**THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1399
(hereafter “the Union”)**

The Employer and the Union (“the Parties”) agree to the following employment arrangement for the FireSmart Coordinator and FireSmart Labourer positions:

Position	Schedule	Wage	Benefits	Employment Status
FireSmart Coordinator	35 hours/week (Monday to Thursday) The schedule is flexible, and scheduled days / hours may be adjusted as operationally required (e.g., to work evenings and weekends) as per the PFD Career Track	Probationary FireFighter rate (as per Schedule A of the Collective Agreement)	Eligible for Benefits	Permanent
FireSmart Labourer	35 hours/week (Monday to Thursday) The schedule is flexible, and scheduled days / hours may be adjusted as operationally required (e.g., to work evenings and weekends) as per the PFD Career Track	\$25.00/hour	14.75% in lieu of benefits, pension & statutory holidays	12 Month Term

Further, the Parties agree to the following:


- FireSmart positions are placed in the Penticton Fire Department Prevention Division.
- The FireSmart Coordinator position accrues seniority within the Prevention Division.
- The FireSmart Labourer shall not accrue seniority as per Letter of Understanding #6.
- The incumbent of the FireSmart Coordinator position will wear a Penticton Fire Department uniform in accordance with dress of the day code.
- The City of Penticton Fire Department policies, rules and regulations apply to all FireSmart positions.


Terms and Conditions of the Letter of Understanding (LoU)


- This LoU replaces the existing LoU #2 signed and dated on April 30, 2021.
- The provisions of this LoU will not apply to any other Article of the Collective Agreement (CA) and all other terms and conditions of the CA shall prevail except as expressly provided herein.
- The Parties agree this LoU shall remain in force and effect from year to year or unless either party provides a minimum 30 days' written notice of intent to terminate the LoU.
- Nothing in this LoU fetters the Employer's right to make reasonable changes to the FireSmart positions or the Prevention Division.
- Any disputes that arise regarding this LoU shall be resolved using the Grievance and Arbitration procedure in Article 21 of the CA.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 4TH day of July 2024.

**ON BEHALF OF:
CITY OF PENTICTON BARGAINING
COMMITTEE**

Signed by:

E1681D2938954D0...
Mike Larsson

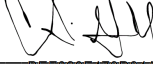
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CBCE3FF97E92472...
Angela Campbell
Director of Finance & Administration


DocuSigned by:

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Alex Castley
Manager of Human Resources & Safety

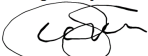
Signed by:

803923A6AEC4F9...
Rob Trousdell
Deputy Fire Chief

**ON BEHALF OF:
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 1399
BARGAINING COMMITTEE**

Signed by:

BEF029F473D34A9...
Curtis Gibbons
President, IAFF Local 1399

Signed by:

504BC44FCAA14DD...
Jared Holmes
Vice President, IAFF Local 1399

Signed by:

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Wes Swaren
Treasurer IAFF Local 1399

DocuSigned by:

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Trevor Tougas
Secretary, IAFF Local 1399

**LETTER OF UNDERSTANDING #3
TRAINING OFFICER POSITION**

BETWEEN:

**THE CITY OF PENTICTON
(hereafter “the Employer”)**

AND:

**THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1399
(hereafter “the Union”)**

The Employer and the Union (“the Parties”) share an interest in ensuring high quality training and development of Penticton Fire Department (“the PFD”) personnel. The purpose of this Letter of Understanding (“the LoU”) is to acknowledge the Training Officer (“the TO”) position is becoming permanent in 2023 and articulate a shared understanding of the nature of the position moving forward.

The parties acknowledge the TO position shall become a permanent, full-time position once the 2-year term TO position has ended, as per the following expectations, terms, and conditions:

Job Description and Posting

- When vacant, the TO position will be posted as per Article 9 of the Collective Agreement (“the CA”).
- The job posting(s) will be created using the TO job description as a reference located within the Penticton Fire Department (PFD) Career Track program documentation.
- Management reserves the right to make reasonable changes to the TO job description if and when necessary, and will refer such changes to the Career Track committee for discussion and input. Once finalized, changes will be reflected in the TO job description.
- A copy of the job description will be provided to the TO appointee on or before their start date.
- The TO appointee shall serve a trial period (or probationary period if a new employee) as per Article 11 of the CA.

Training Division

- The TO position shall be recognized as a member of the newly-created PFD Training Division.
- The PFD Training Division shall be reflected in the PFD organizational chart and other appropriate documents.

Compensation, Benefits, and Schedule

- The TO position will be compensated at the TO rate as per Schedule “A” of the CA, and provided benefits as a permanent, full-time employee of the PFD.


- The TO has the option of delivering training to outside agencies at the Emergency Training Centre and remuneration shall be as per the Emergency Training Centre rate of pay for Instructors.
- The TO position works four – 10 hour days and the schedule is deemed flexible to accommodate operational requirements including evenings and weekends. Any significant changes in schedule require prior approval of the Fire Chief.
- While the TO's primary role is to deliver training for the PFD, the TO may be required to provide support outside of the scope of training (e.g., as a member of the Training Division, the TO will have the ability to deploy, as needed, if appropriately certified).
- The TO may respond to 2nd and 3rd alarms to support operations, as required, and remuneration shall be as per Article 6.01 of the CA.
- The TO may be offered the opportunity to attend relevant conferences and other educational events at the discretion of the Fire Chief.
- The TO may be provided a vehicle to be used for business purposes only, as necessary.

Terms and Conditions of LoU

- The provisions of this LoU will not apply to any other Article of the CA and all other terms and conditions of the CA shall prevail except as expressly provided herein.
- The parties agree this LoU shall remain in force and effect from year to year or unless either party provides a minimum 30 days' written notice of intent to terminate the LoU.
- Nothing in this LoU fetters the Employer's right to make reasonable changes to the TO position and/or Training Division.
- Any disputes that arise regarding this LoU shall be resolved using the Grievance and Arbitration procedure in Article 21 of the CA.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 4TH day of July 2024.

**ON BEHALF OF:
CITY OF PENTICTON BARGAINING
COMMITTEE**

Signed by:


F1681D2938954D0...
Mike Larsson
Fire Chief

Signed by:


CBCE3FF87E92472...
Angela Campbell
Director of Finance & Administration

Signed by:


C1A67988D59413...
Alex Castley
Manager of Human Resources & Safety

Signed by:


803923A6AECC4F9...
Rob Trousdell
Deputy Fire Chief

**ON BEHALF OF:
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 1399
BARGAINING COMMITTEE**

Signed by:


BEF029E473D34A9...
Curtis Gibbons
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Vice President, IAFF Local 1399

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Wes Swalen
Treasurer, IAFF Local 1399

Signed by:


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Trevor Tougas
Secretary, IAFF Local 1399

**LETTER OF UNDERSTANDING #4
WORKERS' COMPENSATION - STAT TIME BANK ADJUSTMENT PROCESS**

BETWEEN:

**THE CITY OF PENTICTON
(hereafter "the Employer")**

AND:

**THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1399
(hereafter "the Union")**

The Employer and the Union ("the Parties") agree to the Employer using a standard process to adjust an employee's statutory holiday bank ("the Stat Time Bank") in the event an employee receives Workers' Compensation benefits for a period exceeding six (6) months.

Background

The Employer deposits an annual Stat Time Bank allotment at the beginning of each calendar year for employees. The intention of the Stat Time Bank is for employees to draw from the Bank as statutory holiday time (or time in lieu) is taken throughout a year as per Article 20.01(a).

Article 16 (Workers' Compensation) of the Collective Agreement (CA) confirms employees shall receive their normal net take home pay (inclusive of statutory holiday pay) while on a Workers' Compensation claim; however, the Article does not address the adjustment of the Stat Time Bank while an employee is on a Workers' Compensation claim receiving benefits. In the absence of language detailing this unique situation outlined in the CA, the parties have agreed to a process whereby the Employer may adjust and deduct from the Stat Time Bank while an employee is receiving Workers' Compensation benefits. The process shall apply the same basic principle as is outlined for Long-Term Disability as per Article 20.01(b) of the CA.

Stat Time Bank Process

During the first six (6) months of an employee receiving Workers' Compensation benefits, no time shall be deducted from the Stat Time Bank. In the event an employee continues receiving Workers' Compensation benefits for a period greater than six (6) months, the process of calculating time to be deducted from the Stat Time Bank shall be as follows:

$$\frac{\text{Hours not worked since beginning of Workers' Compensation claim}}{2184^2} \times 156^1 = \text{Hours to be deducted from Stat Time Bank (rounded up to the nearest half hour)}$$

¹ This figure is calculated as the # of paid statutory holidays multiplied by a 12 hour "shift". This is the amount that was added to the Stat Time Bank at the beginning of 2023, but is subject to change in future years as eligible statutory holiday entitlement changes.

² This figure is based on annual hours worked and is subject to change in the event annual hours worked changes.

This calculation will be made each year an employee is receiving benefits while on a Workers' Compensation claim prior to a return-to-work or if an employee's employment with the City ends (e.g., retirement, resignation, etc.).

In the event an employee is receiving Workers' Compensation benefits at the start of a calendar year, the Employer will not deposit the annual Stat Time Bank allotment; however, should the employee return to work during the same year, a prorated amount shall be deposited in the employee's Stat Time Bank calculated based on the time remaining in the calendar year as follows:

$$\frac{\text{Hours of work remaining in the year following return-to-work}}{2184} \times 156 = \text{Hours to be deposited into Stat Time Bank (rounded up to the nearest half hour)}$$

For clarity, the Employer shall not seek to recover Stat Time should an employee be in a deficit position in their Stat Time Bank as a result of this calculation.

Terms and Conditions of Letter of Understanding (LoU)

- The provisions of this LoU will not apply to any other Article of the CA and all other terms and conditions of the CA shall prevail except as expressly provided herein.
- Any disputes that arise regarding this LoU shall be resolved using the Grievance and Arbitration procedure in Article 21 of the CA.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 4TH day of July 2024.


**ON BEHALF OF:
CITY OF PENTICTON BARGAINING
COMMITTEE**

Signed by:



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Mike Larsson

DocuSigned by:


CBCE3FF97E92472...
Angela Campbell

DocuSigned by:


C1A67988D59413...
Alex Castley

Signed by:



803923A6AECC4F9...
Rob Trousdell

Deputy Fire Chief


**ON BEHALF OF:
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 1399
BARGAINING COMMITTEE**

Signed by:


BEF029F473D34A9...
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Wes Swaren

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Trevor Tougas

Secretary, IAFF Local 1399

**LETTER OF UNDERSTANDING #5
PENTICTON FIRE DEPARTMENT – OPERATIONAL STRUCTURE**

BETWEEN:

**THE CITY OF PENTICTON
(hereafter “the Employer”)**

AND:

**THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1399
(hereafter “the Union”)**

The Employer and the Union (“the Parties”) share an interest in providing clarity on the distinct nature of the Penticton Fire Department’s Operational Structure.

The Parties recognize the Penticton Fire Department’s structure includes three distinct operational divisions:

- Prevention Division
- Suppression Division
- Training Division

Therefore, the Parties agree to the following language intended to clarify the distinct nature of the divisions:


- Employees shall accrue and retain seniority as per Article 11 of the Collective Agreement (CA) within the division in which they work except that:
 - Departmental seniority shall be based on badge number; and,
 - Divisional seniority shall be based on time served within the division.
- Divisional seniority is not transferable between divisions for the purpose of determining length of service for appointments, transfers, or promotions, or other similar reasons.

Terms and Conditions of the Letter of Understanding (LoU)

- The provisions of this LoU will not apply to any other Article of the CA and all other terms and conditions of the CA shall prevail except as expressly provided herein.
- The Parties agree this LoU shall remain in force and effect from year to year or unless either party provides a minimum 30 days’ written notice of intent to terminate the LoU.
- Nothing in this LoU fetters the Employer’s right to make reasonable changes to the organizational structure.
- Any disputes that arise regarding this LoU shall be resolved using the Grievance and Arbitration procedure in Article 21 of the CA.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 4TH day of July 2024.


**ON BEHALF OF:
CITY OF PENTICTON BARGAINING
COMMITTEE**

Signed by:


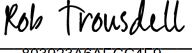
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Mike Larsson
Fire Chief

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Angela Campbell
Director of Finance & Administration

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Alex Castley
Manager of Human Resources & Safety

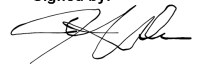
Signed by:


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Rob Trousdell
Deputy Fire Chief

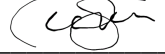
**ON BEHALF OF:
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 1399
BARGAINING COMMITTEE**

Signed by:



BEF029E473D34A9...
Curtis Gibbons
President, IAFF Local 1399

Signed by:


5049C44FGAA14DD...
Jared Holmes
Vice President, IAFF Local 1399

Signed by:


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Wes Swaren
Treasurer, IAFF Local 1399

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Trevor Tougas
Secretary, IAFF Local 1399

**LETTER OF UNDERSTANDING #6
TEMPORARY STAFFING**

BETWEEN:

**THE CITY OF PENTICTON
(hereafter “the Employer”)**

AND:

**THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1399
(hereafter “the Union”)**

The Employer and the Union (“the Parties”) recognize the use of Temporary Staffing is critical to ensure consistent and sustainable operations. As such, the Parties agree to permit the practice of temporarily posting and filling vacant positions created by leaves, illnesses, and injuries up to a configuration of forty (40) Suppression Division members. For clarity, the intent is not to fill vacancies created by members who have permanently vacated their positions (e.g., retirements, divisional transfers, resignations) as the Parties agree these vacancies must be filled on a permanent basis. This Letter of Understanding (LoU) may also be applied for the Prevention Division upon mutual agreement of the Employer and the Union.

Therefore, the Parties agree to the use of Temporary Staffing as per the following terms and conditions:

- All provisions of the Collective Agreement shall apply except as otherwise expressly stated herein.
- The Union agrees to allow the Employer to backfill temporarily vacant positions, as described above, for the purposes of maintaining safe staffing levels as cost effectively as possible.
- Temporary employees shall be provided employment letters upon hire explaining that they are hired to fill position vacancies and, when such time the full-time, permanent position incumbent returns, the temporary employee shall be laid off as per the Collective Agreement (Article 10.01).
- Temporary employees who are laid off may be recalled by the Employer and given subsequent offer letters of employment furthering their coverage.
- Recall for temporary employees shall be at the discretion of the Fire Chief in conjunction with the hiring committee.
- Temporary employees shall not be permitted to divisionally transfer within the Penticton Fire Department (PFD).
- Temporary employees shall not be permitted to take courses or receive training as outlined in the PFD Career Track unless deemed for safety purposes related to the operations of the department.
- Temporary employees are to remain as “extra” flex firefighters for the duration of their temporary employment, regardless of vacancies above. It is recognized by the Parties this is intended to provide cost savings options to the Employer.


- Temporary employees shall not be given a badge number and shall not receive dress attire unless/until they are provided permanent employment.
- Temporary employees who accept an offer of employment must resign from any volunteer/paid-on-call/or other fire department positions upon accepting their employment offer letters.
- Temporary employees shall be provided protection as union members effective their first day of employment.
- Temporary employees shall be paid 14.75% of their gross earnings in lieu of vacation leave, sick leave, health and dental benefits, statutory holidays, and pension contributions (the "pay-in-lieu"). In the event temporary employees are eligible to contribute to the Municipal Pension Plan (MPP) as per the MPP policy, the Employer shall register the employee for contributions and eligible pay-in-lieu shall be reduced by 4%.
- Temporary employees may have the option of buying back pension after one year of service and acceptance of full-time employment subject to MPP policy.
- This LoU is to be applied for vacancies expected to be at least six (6) months in length or longer; however, this LoU may be applied for a leave as short as three (3) months if there is an active temporary employee who is eligible to be recalled.
- Layoffs and terminations shall be as per Article 10.01 of the Collective Agreement except that a temporary employee shall be provided sixteen (16) calendar days' notice of layoff or termination (or pay in lieu of notice).
- A temporary employee who works twelve (12) months accumulated service shall be given first right of refusal for a permanent position posted within the same Division, so long as they were employed by the Employer within the previous twelve (12) months of the position being posted.
- Temporary employees shall not accrue seniority while in a temporary position, regardless of length of term; however, employees shall be eligible for incremental increases as per Schedule "A" following each cumulative year of employment.

Terms and Conditions of the Letter of Understanding (LoU)

- The provisions of this LoU will not apply to any other Article of the CA and all other terms and conditions of the CA shall prevail except as expressly provided herein.
- The Parties agree this LoU shall remain in force and effect from year to year or unless either party provides a minimum 30 days' written notice of intent to terminate the LoU.
- Nothing in this LoU fetters the Employer's right to make reasonable changes to the organizational structure.
- Any disputes that arise regarding this LoU shall be resolved using the Grievance and Arbitration procedure in Article 21 of the CA.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 4TH day of July 2024.


**ON BEHALF OF:
CITY OF PENTICTON BARGAINING
COMMITTEE**

Signed by:



E1681D2938954D0...
Mike Larsson
Fire Chief

DocuSigned by:


CBCE3FF97E92472
Angela Campbell
Director of Finance & Administration

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C1A67988D59413...
Alex Castley
Manager of Human Resources & Safety

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Deputy Fire Chief

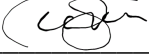
**ON BEHALF OF:
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FIREFIGHTERS LOCAL 1399
BARGAINING COMMITTEE**

Signed by:



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Curtis Gibbons
President, IAFF Local 1399

Signed by:


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Jared Holmes
Vice President, IAFF Local 1399

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Wes Swaren
Treasurer, IAFF Local 1399

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Trevor Tougas
Secretary, IAFF Local 1399

**LETTER OF UNDERSTANDING #7
24 HOUR COMPRESSED SHIFT SCHEDULE**

BETWEEN:

**THE CITY OF PENTICTON
(hereafter “the Employer”)**

AND:

**THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1399
(hereafter “the Union”)**

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 that 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 Employer and the Union share a mutual desire to further evaluate the 24-hour compressed shift schedule based on the following pattern: 24 hours on duty, immediately followed by 48 hours off duty, immediately followed by 24 hours on duty, immediately followed by 96 hours off duty (the “Schedule”).

Pursuant to the terms of the LoU, the Employer and the Union may amend any term or condition of the LoU at any time by mutual written agreement.

The Employer and the Union agree as follows:

1. A 24 Hour Compressed Shift Trial shall take effect at the start of the 56-calendar day cycle beginning closest to January 1, 2025, through to the end of the 56-calendar day cycle ending closest to December 31, 2027 (the “Term”).
2. The 24-hour shift schedule only applies to those employees in the Suppression Division.
3. All provisions of the Collective Agreement shall apply except as otherwise expressly stated herein.
4. In the event of a conflict between this LoU and the Collective Agreement, this LoU supersedes the Collective Agreement only to the extent of the conflict.
5. The parties agree that there will be no cost of transition to the Employer: any additional hours will not incur additional pay, overtime, time off, or other form of compensation.
6. This Schedule is agreed without prejudice and without precedent to the interpretation or application of the Collective Agreement.
7. The Employer, in collaboration with the Union, will evaluate the 24-hour shift pattern through to the end of the Term inclusive or after the ratification of the next Collective

Agreement.

8. A 24-hour shift is defined as one (1) ten (10) hour day shift followed immediately by one (1) fourteen (14) hour night shift. 24-hour shifts may be divided into two shifts by the Employer for the purpose of maintaining operations.
9. Vacation must be taken in 24-hour increments.
10. Sick time call ins for Suppression members only may be considered as either one (1) 10-hour day shift, or one (1) 14-hour night shift, or one (1) 24-hour shift in duration. Employees shall notify the Shift Captain of their intent in a timely manner.
11. To ensure proper rest, an employee is not eligible to backfill 14 hours prior to their regularly scheduled shift. Any shift trade or non-monetary arrangement between employees does not supersede this time of rest and is prohibited.
12. For the purposes of this agreement, employees may be immediately scheduled to work an additional 10 hour hold over to their current shift but not exceeding a maximum of 34 consecutive hours in duration, with a minimum of fourteen (14) hours off before another shift commences, unless operational needs require otherwise.
13. Employees may be temporarily reverted from the 24-hour schedule (with a minimum of eight (8) days' notice) to work straight day shifts, those being either four (4) ten and one half (10.5) hour workdays, or five (5) eight and on quarter (8.25) hour workdays in order to facilitate training/courses.
14. The Parties will maintain a Joint Committee to evaluate and find collaborative solutions to any unforeseen issues associated with the trial (both operational and in the Collective Agreement). All evaluation data will be accessible to both parties.

The trial shall not result in significant operational or financial impacts to the Employer and Evaluation Criteria will be based on the following metrics (comparative legacy data set will be derived from 2023 and 2024 years).

- a. Cost of sick time vs the legacy schedule.
- b. Incidences of overtime required to maintain minimum staffing requirements vs the legacy schedule (converted to overtime rates).
- c. Compliance with mandatory training requirements vs the legacy data set.
- d. Incidents of workplace accidents vs the legacy data set.
- e. Incidences of vehicular and building damage vs the legacy data set.
- f. Impact on operations to backfill shifts (i.e. the time it takes to backfill the 24-hour shifts vs the legacy).

Additional metrics, such as morale, mental and physical well-being levels, levels of fatigue, work-life balance, and any other metrics as mutually agreed upon by the Union and the Employer will be added throughout the Term.


15. The work of the Joint Committee will be entirely without prejudice and covered by the same provisions specified in Section 4 of this Agreement.

Terms and Conditions of Letter of Understanding (LoU)


- This LoU will remain in effect until written notice to cancel is served by either party with a minimum of twenty-eight (28) calendar days notice; however, in no event shall notice to cancel the LoU be given without an adequate opportunity to assess the effectiveness of the 24-hour compressed shift pattern and giving the other party an opportunity to participate in creating mutually agreeable solutions to address areas where the trial is not succeeding. If notice is given to cancel the trial, the termination will coincide with the end of the fifty-six (56) day calendar cycle.
- Nothing in this LoU fetters the Employer’s right to make reasonable changes to the organizational structure.
- Any disputes that arise regarding this LoU shall be resolved using the Grievance and Arbitration procedure in Article 21 of the CA.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 4TH day of July 2024.

**ON BEHALF OF:
CITY OF PENTICTON BARGAINING
COMMITTEE**

Signed by:



E1681D2938954D0...
Mike Larsson
Fire Chief

Signed by:


CBCE3FF87E92472...
Angela Campbell
Director of Finance & Administration

Signed by:


C1A67988D59413...
Alex Castley
Manager of Human Resources & Safety

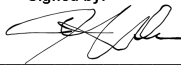
Signed by:


803923A6AEC4F9...
Rob Trousdell
Deputy Fire Chief

**ON BEHALF OF:
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FIREFIGHTERS LOCAL 1399
BARGAINING COMMITTEE**

Signed by:



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President, IAFF Local 1399

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Jared Holmes
Vice President, IAFF Local 1399

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Wes Swaren
Treasurer, IAFF Local 1399

Signed by:


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Trevor Tougas
Secretary, IAFF Local 1399

LETTER OF UNDERSTANDING #8
PFD WELLNESS COMMITTEE

BETWEEN:

THE CITY OF PENTICTON
(hereafter “the Employer”)

AND:

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1399
(hereafter “the Union”)


The Employer and the Union (“the Parties”) agree to form and maintain a PFD Wellness Committee (the “Committee”) formed by Union and Employer representatives collaborating to identify opportunities to support health and wellness within the PFD. The Committee is responsible for utilizing and spending a shared financial resource jointly funded by the Employer and the Union. The Committee shall develop and maintain a terms of reference ensuring a mutually agreed upon disbursement of the financial resource.

Terms and Conditions of the Letter of Understanding (LoU)

- The provisions of this LoU will not apply to any other Article of the CA and all other terms and conditions of the CA shall prevail except as expressly provided herein.
- The Parties agree this LoU shall remain in force and effect from year to year or unless either party provides a minimum 30 days’ written notice of intent to terminate the LoU.
- Nothing in this LoU fetters the Employer’s right to make reasonable changes to the organizational structure.
- Any disputes that arise regarding this LoU shall be resolved using the Grievance and Arbitration procedure in Article 21 of the CA.


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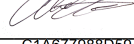
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Fire Chief

DocuSigned by:


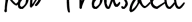
CBCE3FF97E92472...
Angela Campbell

Director of Finance & Administration

DocuSigned by:


C1A67988D59413...
Alex Castley

Manager of Human Resources & Safety

Signed by:


803923A6AEC4F9...
Rob Trousdell


Deputy Fire Chief

**ON BEHALF OF:
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 1399
BARGAINING COMMITTEE**

Signed by:

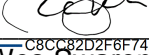

BEF029E473D34A9...
Curtis Gibbons

President, IAFF Local 1399

DocuSigned by:



504BC44FCAA14DD...
Jared Holmes

Vice President, IAFF Local 1399

Signed by:


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Wes Swaren

Treasurer, IAFF Local 1399

DocuSigned by:


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Trevor Tougas

Secretary, IAFF Local 1399

**LETTER OF UNDERSTANDING #9
ATTENDANCE REVIEW COMMITTEE**

BETWEEN:

**THE CITY OF PENTICTON
(hereafter “the Employer”)**

AND:

**THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1399
(hereafter “the Union”)**

The Employer and the Union (“the Parties”) agree to establish an Attendance Review Committee (the “Committee”) formed by two (2) Union and two (2) employer representatives. The Committee shall develop and maintain a terms of reference to ensure sustainability of the Committee’s work. In general, the purpose of the Committee is to:

- Monitor key metrics related to attendance including departmental absenteeism and develop action plans implemented at the discretion of the Fire Chief and Manager of Human Resources & OHS. These metrics will be developed by the Employer and shared in a manner that protects employee confidentiality.
- Support maximizing service delivery to the public.
- Offer guidance to the Fire Chief and Manager of Human Resources & OHS on how to best support employees to minimize the length of absences from work by making every reasonable effort to provide accommodation, assistance and rehabilitation.
- Promote a healthy workplace environment.

Terms and Conditions of the Letter of Understanding (LoU)

- The provisions of this LoU will not apply to any other Article of the CA and all other terms and conditions of the CA shall prevail except as expressly provided herein.
- The Parties agree this LoU shall remain in force and effect from year to year or unless either party provides a minimum 30 days’ written notice of intent to terminate the LoU.
- Nothing in this LoU fetters the Employer’s right to make reasonable changes to the organizational structure.
- Any disputes that arise regarding this LoU shall be resolved using the Grievance and Arbitration procedure in Article 21 of the CA.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 4TH day of July 2024.

**ON BEHALF OF:
CITY OF PENTICTON BARGAINING
COMMITTEE**

Signed by:

Mike Larsson

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Mike Larsson
Fire Chief

DocuSigned by:

Angela Campbell

CBCF3FF97E92472...

Angela Campbell
Director of Finance & Administration

DocuSigned by:

Alex Castley

C1A67988D59413...

Alex Castley
Manager of Human Resources & Safety

Signed by:

Rob Trousdell

803923A6AEC4F9...

Rob Trousdell
Deputy Fire Chief

**ON BEHALF OF:
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 1399
BARGAINING COMMITTEE**

Signed by:

Curtis Gibbons

BEF0295473D34A9...

Curtis Gibbons
President, IAFF Local 1399

Signed by:

Jared Holmes

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Jared Holmes
Vice President, IAFF Local 1399

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Wes Swaren

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Treasurer, IAFF Local 1399

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Trevor Tougas

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Trevor Tougas
Secretary, IAFF Local 1399