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The following terms and conditions shall be applicable for the duration of the current Collective Agreement during 'Company Responsibility Fires'.

It is understood that the terms of this Agreement only apply to the employees in the employ of the Company at the time the fire started. Any person hired for firefighting after the start of the fire will work under the rates and conditions as required by the B.C. Forest Service.

1. DEFINITIONS

- a) **Accidental Fire**
Any fire not deliberately ignited by the Company to dispose of slash or waste, and which requires active measures to extinguish.
- b) **Slash Escape Fire**
Any slash fire ignited by the Company which has escaped the pre-determined boundaries and requires active measures to extinguish.
- c) **Slash Control Fire**
Any slash fire ignited by the Company which is contained within the pre-determined boundaries, or alternatively, any slash fire which has escaped such boundaries but is not considered out of control and does not require active measures as contemplated in a) and b) above.
- d) **Company Responsibility Fire**
Any fire which the Company is responsible for taking measures to extinguish pursuant to the provisions of the Forest Act.
- e) **Forest Service Fire**
Any fire in respect of which the B.C. Forest Service accepts responsibility for direction of measures to extinguish.
- f) **Fire Fighting Rates**
The rates of pay for fighting Company Responsibility Fires hereinafter set out in this Agreement.
- g) **Regular Job Rates**
Rates of pay to employees for the performances of their regular jobs, as set out in the Wage Supplement of the Collective Agreement.
- h) **Statutory Rates**
Rates of pay established by B.C. Forest Service for fire fighting.



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2. COMPANY CONTROLLED TIMBER

- a) Notwithstanding the foregoing, when the Company directs Company employees to fight fires on Company controlled timber, or to fight fires on property adjacent to Company controlled timber which is threatening Company controlled timber, the Company will pay those employees at the fire fighting rates set out in Section 3 of this Supplement.

- b) Where the B.C. Forest Service directs the Company to provide its employees for fighting fires in circumstances other than those set out in a) above, those employees will be paid at the statutory rates.

Guidelines:

Section 2: Company Controlled Timber

This section expands the responsibility of the Company to pay rates spelled out in the following Section 3 for fighting fire on their own claim, as well as property adjacent to Company controlled timber.

Sub-sections a) and b) sort out whose responsibility it is to fight the fire and consequently what wages are paid.



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3. FIRE FIGHTING RATES

- a) The basic rate shall be the base rate shown in the Collective Agreement and shall apply to all employees engaged in fighting Company Responsibility Fires except those performing one of the following fire fighting jobs:

Category	July 1, 2018	July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022
Crew Boss	\$31.66	\$32.29	\$32.94	\$33.60	\$34.44
Cat Operators	\$31.59	\$32.22	\$32.86	\$33.52	\$34.36
Skidder Operators	\$31.01	\$31.63	\$32.26	\$32.91	\$33.73
Power Saw Operators	\$30.89	\$31.51	\$32.14	\$32.78	\$33.60
Mechanics	Regular Job Rate				
Slip-on Tank and/or Trailer Tank with Pump Driver Operator	\$31.30	\$31.93	\$32.57	\$33.22	\$34.05
Water Tank Truck with Pump Driver Operator	\$30.54	\$31.15	\$31.77	\$32.41	\$33.22
Service Truck/Bus Drivers	\$30.43	\$31.04	\$31.66	\$32.29	\$33.10
Pumpman	\$30.50	\$31.11	\$31.73	\$32.36	\$33.17

- b) Straight time rates will apply to all employees throughout the period during which the said employees are engaged in fire fighting. This shall not include cook and bunkhouse personnel, tradesmen, mechanics, or other categories servicing, feeding or supplying fire fighters from areas removed from the fire or fires, unless the duties performed during any day in question are exclusively related to fire fighting operations.
- c) Regular job rates will apply only for the duration of the regular production shift in which the fire started.
- d) Where employees are working in job classifications during fire fighting, other than those set out herein, job rates will apply.



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Guidelines:

Section 3: Fire Fighting Rates

Sub-sections b) & c) Overtime rates will not be paid for fire fighting duties except in the case of the service categories listed in b), and these categories will only be paid overtime when they are not totally engaged in fire fighting. Shift differential does not apply to employees engaged in fire fighting.

Sub-section d) Employees who are working on a fire fighting job other than basic fire fighting or a category listed in a) above shall be paid the regular job rate for that job.



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4. **BOARD AND LODGING** (While fighting Company Responsibility Fires)
- a) Employees who commute from home or camp are expected to 'carry a lunch'. Additional meals where required will be at Company expense.
 - b) Employees required to live away from their private residence will receive board and lodging at Company expense.
 - c) Employees living in fly camps will receive board and lodging at Company expense.

Guidelines:

Section 4: Board and Lodging

Sub-section a) If additional meals are provided at the scene of the fire at about normal mealtime, they are at Company expense.

Sub-section b) Any employee living in camp who is not actively engaged in fire fighting is required to pay Board and Lodging.



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5. TRAVEL TIME

Travel time for employees engaged in fire fighting will be paid in accordance with the Collective Agreement.

Guidelines:

Section 5: Travel Time

Fire Fighters will be paid at the appropriate rate from the time they leave the Marshalling Point until they return to the Marshalling Point, less time taken for lunch and/or other meals. Under no circumstances is overtime Travel Time to be paid, regardless of the length of time beyond the Marshalling Points.



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6. SLASH BURNING

All employees engaged in patrolling or controlling slash fires which have been set by the Company will be paid their regular job rate and overtime conditions will apply.

Guidelines:

Section 6: Slash Burning

In an Interpretation Award dated February 23, 1948, the late Chief Justice Gordon Sloan ruled that “slash burning” as such is not “fire fighting”. The Board said that: “A slash fire is deliberately ignited and measures are taken to control its spread. Such control measures are not intended to effectuate its extinction. Indeed the fire is encouraged to burn slash, that is its primary purpose. Control – such as back firing – is not in our opinion true fire fighting. Once, however, a slash fire gets out of control then men engaged in an effort to control or extinguish it are truly fire fighting within the meaning of the said clause.”



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7. INTERPRETATIVE NOTES

- a) When active fire fighting ceases to be necessary, rates and overtime conditions for fire patrol will revert to the normal conditions provided for in the Collective Agreement.
- b) The meaning of the word 'extinguish' as used in this Agreement shall include the act or process of suppression to the point when the fire requires fire patrolmen only.

Guidelines:

Section 7: Interpretative Notes

Sub-section a): Where there is some doubt about whether the fire still requires active fire fighting or has progressed to the point where it requires fire watchers only, we recommend that fire fighting rates be paid until a determination is made.

Sub-section b): Work performed on any equipment or material which has "residual value to the operation" (usually made up in the shop) will be paid for at regular job rate.



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8. All provisions of the Collective Agreement except as amended or modified herein shall continue to apply.

Guidelines:

Section 8:

In addition to the aspects of this agreement, there may be additional responsibilities and obligations on the company that derive from legislation.

For further information in this regard, contact your local Ministry of Forests office, or access the forest service website at: www.for.gov.bc.ca