

2012

MEMORANDUM OF AGREEMENT

between the

DISTRICT OF NORTH VANCOUVER
(the "Corporation")

and the

DISTRICT OF NORTH VANCOUVER FIREFIGHTERS' UNION, LOCAL 1183 OF THE IAFF
(the "Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE DISTRICT OF NORTH VANCOUVER (hereinafter the "Corporation") AGREE TO RECOMMEND TO THE DISTRICT OF NORTH VANCOUVER MUNICIPAL COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE DISTRICT OF NORTH VANCOUVER FIREFIGHTERS' UNION, LOCAL 1183 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (hereinafter the "Union") AGREE TO RECOMMEND TO THEIR UNION MEMBERSHIP;

THAT THE COLLECTIVE AGREEMENT COMMENCING 2012 JANUARY 01 AND EXPIRING 2019 DECEMBER 31 (hereinafter the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms and conditions of the Collective Agreement commencing 2010 January 01 and expiring 2011 December 31 (hereafter the 2010-2011 Collective Agreement) shall apply except as specifically varied below.

2. **Article 2 – Term of Agreement**

The Corporation and the Union agree that the term of the new Collective Agreement shall be for eight (8) years, commencing 2012 January 01 and expiring 2019 December 31.

It is further agreed that Subsections 50(2) and 50(3) of the Labour Relations Code shall be specifically excluded from and shall not be applicable to the new Collective Agreement.

3. **Pay Rates – Schedule "A"**

The Corporation and the Union agree that the new Collective Agreement shall reflect wage adjustments as follows:

- (i) Effective 2012 January 01, the monthly 4th Year Firefighter rate in effect on 2011 December 31 (that is, \$6,763) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$6,932). All other existing rank indices shall be maintained.
- (ii) Effective 2013 January 01, the monthly 4th Year Firefighter rate in effect on 2012 December 31 (that is, \$6,932) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$7,105). All other existing rank indices shall be maintained.
- (iii) Effective 2014 January 01, the monthly 4th Year Firefighter rate in effect on 2013 December 31 (that is, \$7,105) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$7,283). All other existing rank indices shall be maintained.
- (iv) Effective 2015 January 01, the monthly 4th Year Firefighter rate in effect on 2014 December 31 (that is, \$7,283) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$7,465). All other existing rank indices shall be maintained.
- (v) Effective 2016 January 01, the monthly 4th Year Firefighter rate in effect on 2015 December 31 (that is, \$7,465) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$7,652). All other existing rank indices shall be maintained.
- (vi) Effective 2017 January 01, the monthly 4th Year Firefighter rate in effect on 2016 December 31 (that is, \$7,652) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$7,843). All other existing rank indices shall be maintained.
- (vii) Effective 2018 January 01, the monthly 4th Year Firefighter rate in effect on 2017 December 31 (that is, \$7,843) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$8,039). All other existing rank indices shall be maintained.
- (viii) Effective 2019 January 01, the monthly 4th Year Firefighter rate in effect on 2018 December 31 (that is, \$8,039) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$8,240). All other existing rank indices shall be maintained.
- (ix) Retroactive payments resulting from the wage adjustments from items (i) through (viii) above shall be processed within forty five (45) calendar days following the date of ratification of a Memorandum of Agreement.

(Note: While not to be included in the Collective Agreement, the Union shall provide a list of names to the Corporation of those members who, at the time of processing such payments, have retired or are no longer working for the District of North Vancouver Fire Services.)

4. **Article 4.3 – Probationary Period**

Effective the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to amend Article 4.3 to read as follows:

“4.3 Probationary Period

- (1) New employees shall be considered to be on a probationary basis until the completion of twelve (12) months' satisfactory service. If such person continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall date back to the original date of employment.
- (2) This probationary period shall be for the purpose of determining an employee's suitability for permanent employment. At any time during this period employment may be terminated if it can be satisfactorily shown the employee is unsuitable for employment.
- (3) Suitability for employment will be decided on the basis of factors such as:
 - (i) The quality of the employee's work.
 - (ii) The employee's ability to work harmoniously with others.
 - (iii) The employee's conduct.
 - (iv) The employee's ability to meet firefighting standards set by the Corporation.
- (4) Upon mutual agreement between the Corporation and the Union, an employee's probationary period may be extended for a period not to exceed four (4) months.”

5. **Article 4.6 – Residence Regulations**

Effective the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to amend Article 4.6(a) by including “Squamish”. The parties further agree to amend Article 4.6(b) by removing the reference to “Squamish”.

6. **Article 4.9 – Seniority**

Effective the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to add a new Article 4.9 (Seniority) to read as follows:

“4.9 Seniority

- (a) Subject to Article 4.3(a), the seniority date for an employee shall date back to the original date of employment.
- (b) Where more than one employee commences employment on the same day, the order of seniority of such employees shall be determined by age. That is, the older employee will be placed on the seniority list before the younger employee.”

The Corporation and the Union agree that the introduction of this new article will not affect the seniority order of any employees who are employed as of the date of ratification.

7. **Article 7 – Grievance and Arbitration Procedure**

Effective the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to amend Article 7.1 to read as follows:

“7.1 Grievance Procedure

Any difference concerning the dismissal, discipline, or suspension of an employee or the interpretation, application or operation of this agreement, or concerning any alleged violation thereof, including any question as to whether any matter is arbitrable, shall be finally and conclusively settled without stoppage of work, in the following manner:-

- (a) The intent of the grievance procedure is to resolve issues as soon as practically possible at the appropriate level in the Department. This involves the issue being discussed with an exempt supervisor as soon as reasonably possible after an employee becomes aware of an incident giving rise to a complaint. If the issue cannot be resolved in the initial discussions, the matter may be forwarded to the formal grievance procedure as follows.
- (b) Any dispute arising out of matters covered by this Agreement, which is not resolved through the informal process above, shall be taken up with the Fire Chief.
- (c) If the alleged grievance is not settled within fifteen (15) days of being referred to the Fire Chief, the matter shall be referred to the Chief Administrative Officer, who shall arrange for meetings with the Union within fifteen (15) days from receipt of such request.
- (d) Any dispute (as defined in the Labour Relations Code) with respect to matters not covered by the terms of this agreement shall, during the term of this agreement, be the subject of collective bargaining between the Union and the Corporation as represented by its Chief Administrative Officer.

- (e) If no settlement is reached with the Chief Administrative Officer within fifteen (15) calendar days of the meeting with the union, then the grievance may, within a further sixty (60) calendar days, be referred to be finally and conclusively settled without stoppage of work by submission to a Board of Arbitration.”

8. **Letter of Understanding Re: Shift Strength, Relief Pool, Long Service Leave, Deferred Vacation Payout and Retirement Incentive.**

While not to be included in the new Collective Agreement and effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to the Letter of Understanding attached as Appendix 1.

9. **Letter of Understanding – Wellness**

While not to be included in the new Collective Agreement and effective the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to the Letter of Understanding Re: Wellness which is attached as Appendix 2.

10. **Housekeeping**

Effective the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to the following housekeeping changes:

- (a) amend Article 6.7 to read as follows:

“6.7 **Municipal Pension Plan**

- (a) All existing eligible employees and all future eligible employees will be covered by and be subject to the current and any future rules established by the Municipal Pension Board and the Pension Corporation governing Group 5 participation.
- (b) In conjunction with the establishment of Group 5, all contributions by both the Corporation and the employees to the Special Agreement (SA) ceased for eligible employees. Employee balances in the SA shall be handled in accordance with the rules established by the Municipal Pension Plan.
- (c) All employees eligible for enrolment in Group 5 shall receive a Supplemental Pension Allowance (SPPA) of 0.28% of pensionable earnings to be directed to a group tax free savings plan (Group TFSA). This payment shall be recorded on the employee’s biweekly paycheque in lieu of participation in the Special Agreement (SA).

- (d) New hires into positions that are not eligible to participate in the Group 5 Pension will be treated as Group 1 or Group 4 as appropriate under the rules of the Municipal Pension Plan.”;
- (b) amend Article 4.3 of Schedule “B” by replacing “(i.e. after only six accumulative months of service)” with “(i.e. after only twelve (12) accumulative months of service)” in the first paragraph; and
- (c) any other housekeeping changes mutually agreed during the drafting of the new Collective Agreement.

11. **Drafting of New Collective Agreement**

The Corporation and the Union agree that in all instances where an amendment to the Collective Agreement is effective on the date of ratification of this Memorandum of Agreement, then for the purposes of drafting the new Collective Agreement, the amended or new provision only shall appear in the new Collective Agreement, together with a sentence referencing its effective date.

12. **Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty (30) calendar days from the date on which the Memorandum of Agreement is signed.

DATED this 15th day of March, 2016 in the District of North Vancouver.

BARGAINING REPRESENTATIVES ON BEHALF OF
THE CORPORATION:

“Victor Penman”

“Cindy Rogers”

“Jason Deroy”

“Naushi Keshavjee”

“Tiffany Chung”

“Robert D’Angelo”

BARGAINING REPRESENTATIVES ON BEHALF OF
THE UNION:

“Brian Leavold”

“Ryan Stewart”

“Mark Dear”

“Tim Mills”

“Steve Dapavo”

This is the Appendix 1 referred to in item #8.

APPENDIX 1

LETTER OF UNDERSTANDING

between the

DISTRICT OF NORTH VANCOUVER
(hereinafter called “the Corporation”)

and the

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
NORTH VANCOUVER FIREFIGHTERS’ UNION, LOCAL 1183
(hereinafter called “the Union”)

It is agreed between the Corporation and the Union that this Letter of Understanding shall be appended to and form a part of the current Collective Agreement, and that with respect to the issues of Shift Strength, the Relief Pool, Long Service Leave, Deferred Vacation Payout, and Retirement Incentive, the terms and conditions contained herein shall take precedence over any related provision in the body of the Collective Agreement. This Letter of Understanding shall be in full force during the term of the current Collective Agreement, and thereafter during the period of bona fide collective bargaining between the parties for a renewal of the current Collective Agreement, notwithstanding that negotiations may extend beyond the expiry date of the Collective Agreement. The renewal of this Letter of Understanding, or as amended, will be a matter for the parties to agree upon concurrent with collective bargaining for renewal of the current Collective Agreement and all subsequent renewal Collective Agreements. It is further understood and agreed between the parties that in the event that during collective bargaining for any subsequent Collective Agreement, the parties fail to agree in writing to renew or amend the provisions of this Letter of Understanding, then this Letter of Understanding shall immediately cease to exist and have no further force or effect.

A. SHIFT STRENGTH

- (i) Subject to A(ii) below, the Corporation shall maintain regular shift strength at the following levels except where unforeseeable events or the circumstances described in Section A(ii) render this intent unreasonable:

Station #1 – Lynn Valley	7 Fire Fighters, inclusive of a Lieutenant & Captain*
Station #2 – Lynnmour	4 Fire Fighters, inclusive of a Captain
Station #3 – Montroyal	4 Fire Fighters, inclusive of a Captain
Station #4 – Deep Cove	4 Fire Fighters, inclusive of a Captain
Station #5 – Norgate	4 Fire Fighters, inclusive of a Captain

*In the event that the Letter of Understanding – Grievance Resolution/Re-Organization/Collective Agreement Amendments, which was signed on March 11, 2016 is ratified, the Employer will schedule shift strength at Station #1 with 7 Fire Fighters, inclusive of two (2) Captains.

TOTAL SHIFT STRENGTH 23 SUPPRESSION STAFF

Notwithstanding the shift strength above, the Employer reserves the right to determine whether or not an employee needs to be replaced for absences that occur following the midpoint of a given shift.

- (ii) Notwithstanding Section A(i), the Corporation the right to amend the staff deployment set out above in response to a reconfiguration of Fire Halls, or in response to an increase in call volume resulting from new service delivery models. The Corporation further reserves the right to relocate the Tower/Rescue and its crew from Station #1 to another Station.

B. RELIEF POOL

The Relief Pool shall be increased from the current eight (8) least senior Firefighters (as of May 1, 2016) to ten (10) least senior Firefighters by designating new employees hired following of May 1, 2016 as Relief Pool firefighters. Employees on staff as of May 1, 2016 will not be added to the Relief Pool even though they may be among the ten (10) least senior Firefighters during the transition period.

Following the hiring of the two (2) new employees to bring the Relief Pool to ten (10) members, no employee shall be required to remain as a relief pool firefighter longer than the first four (4) years of service following the training periods referenced in B6 below providing that, the number of Relief Pool Firefighters remaining, shall not be less than eight (8). At the completion of service as a Relief Pool Firefighter the employee's hours of work shall be in accordance with Article 4.1 of the Collective Agreement, The Relief Pool shall not exceed ten (10) members at any time.

Firefighters in the Relief Pool shall not be bound by the Hours of Work provisions of the Collective Agreement and the Fire Department Act but shall instead be governed by the following:

1. The members shall be assigned from the Relief Pool to a regular platoon on the basis of seniority. 'Seniority' shall be the date established in accordance with Article 4.9 of the collective agreement.
2. The ten (10) Relief Pool members shall work three hundred and thirty-six (336) hours over each of their respective and successive fifty-six (56) day cycles. For purposes of this provision there may be up to four (4) separate and distinct fifty-six (56) day cycles, i.e. one (1) for each platoon (rather than a single cycle covering all four (4) platoons).
3. Members required to work the schedule set out under (2) above shall be assigned to a fifty-six (56) day cycle and may be required to work up to a maximum of three hundred thirty-six (336) hours within that cycle at straight-time rates, subject to the following:

NORTH VANCOUVER DISTRICT – FIRE (IAFF Local 1183)
2012 Memorandum of Agreement (cont'd)

- (a) wages and benefits will remain consistent with current practices, i.e. eighty-four (84) hours' pay at straight-time per bi-weekly pay period; and
 - (b) the Corporation will assign Relief personnel to a platoon for the purpose of providing relief for paid time off benefits and, in so far as is possible, their work schedule will reflect the regular hours of work of that platoon.
4. (a) Relief Pool members may be required to be on duty up to a maximum of thirty-eight (38) consecutive hours. In order for an employee to be scheduled for a third shift which would make up a block of thirty-eight (38) consecutive hours, the Employer must provide the employee with twenty-four (24) hours notice of the requirement to work a third shift. If the Employer provides less than twenty-four (24) hours notice the employee may elect to waive the requirement for the notice.
- Relief Pool members may be required to be on duty up to twenty-four (24) consecutive hours without any notice.
- (b) Relief Pool members may be utilized to a maximum of eighty-four (84) hours in an eight (8) day block.*
 - (c) Relief Pool members shall be off duty for two (2) twenty-four (24) hour periods each eight (8) day block.* The Relief Pool member may request one (1) shift per eight (8) day block as a prescheduled day off call. The Employer will make all reasonable efforts to accommodate such requests, keeping in mind that the Relief Pool is utilized for overtime aversion. Once a twenty-four (24) hour period has been scheduled off, it shall be confirmed forty-eight (48) hours prior to the scheduled shift off and shall not be retracted except by mutual agreement.
- *The use of an eight (8) day block is for the sole purpose of clarification of this document and is WITHOUT PREJUDICE, and shall not be used to amend or define any other document or Act.
5. The scheduling of hours of work for members of the Relief Pool shall be the responsibility of the Employer.
6. Relief pool members shall be considered to be on a probationary basis until the completion of twelve (12) months' satisfactory service. This period shall be comprised of:
- (a) an initial training period where the hours of work shall be consistent with those of the training division instructor, followed by
 - (b) an on shift training period where the hours of work shall be that of the assigned platoon, followed by
 - (c) assignment into the relief pool.

7. Persons hired as Relief Pool members and temporary Relief Pool members shall be entitled to wages and specified benefits afforded regular full time employees consistent with the Collective Agreement, with the exception of annual vacation and statutory holidays which shall be administered as follows:
 - (a) employees hired at least thirty (30) days in advance of issuance of the first draft of the annual holiday choice sheet in a calendar year shall be included for the following year's selection. The current year's annual vacation and statutory holidays shall be paid out at the end of the calendar year. Holiday pay shall be at the rate of four percent (4%) while any statutory holiday entitlements shall be consistent with the calculations provided for in clause 6.9(e).
 - (b) employees hired less than thirty (30) days in advance of issuance of the holiday choice sheet in a calendar year shall not be entitled to be included in the selection but shall instead be entitled to annual vacation and statutory holiday pay as follows:
 - (i) pay as described in (a) above for the remaining part of the calendar year to December 31st;
 - (ii) pay in accordance with (a) above or vacation and statutory holiday time if the Employer can accommodate in the second calendar year.
8. Any employee hired for operational duty on a temporary basis shall be in addition to the normal complement of authorized staff. When vacancies occur in any authorized staff positions, temporary staff will be elevated into these positions on a seniority basis and both the employee and the Union shall receive written confirmation of such.
9. The foregoing conditions under "Relief Pool" replaces Schedule "C" of the Collective Agreement during the life of this Letter of Understanding.

C. LONG SERVICE LEAVE AMENDMENTS

1. A maximum of eight (8) members (two (2) per platoon) of the Suppression branch may be absent on Long Service Leave (pursuant to the provisions of Subsection (c) of Article 6.1) at any one time.
2. Where there are more than eight (8) Suppression members requesting Long Service Leave for the same time period, seniority shall be the determinant for granting such leave.
3. Members selecting continuous twenty-eight (28) calendar day periods of Long Service Leave shall have precedence over those selecting lesser amounts of Leave.
4. Long Service Leave 'Entitlement' lists and the Vacation Schedule shall be posted at the same time. 'Approved' Long Service Leave lists shall be posted separately and in a timely manner.
5. Members who are denied Long Service Leave in their last year of entitlement under (1) above shall be permitted to have such Long Service Leave entitlement converted to a cash payout at their request.

6. Others with Long Service Leave entitlement may, as a means of reducing overtime costs only, opt to receive cash for Long Service Leave entitlements provided the aggregate total of all requests *inclusive* of those covered by (5) above does not exceed eight (8) members per year. In the event the number of requests from this latter category does exceed the aggregate total of eight (8), the most senior members will be accommodated.
7. Such pay out shall not exceed one hundred and ninety-two (192) hours' pay (except in instances of 'retiring' employees who are entitled to receive pay out of accrued/earned entitlements without restriction).

D. DEFERRED VACATION PAYOUT

The Parties agree that where a member opts to defer scheduled annual vacations due to sickness or injury and, where the Corporation is unable to reschedule vacation time-off (in whole or in part) within the calendar year to which that entitlement refers, the member's unused vacation entitlement shall be converted to cash and paid out by December 31st of the entitlement year.

E. RETIREMENT INCENTIVE

To provide assistance to IAFF Local 1183 personnel who are seeking early retirement (prior to sixty (60) years of age) the Corporation and the Union agree as follows:

1. The Corporation will provide one (1) month of salary at the Firefighter's regular classified rate of pay for each full year of early retirement up to a maximum of three (3) years.
2. This program applies only to Firefighters between the ages of fifty (50) and fifty-eight (58).
3. Firefighters must advise the Corporation, in writing, not later than August 31st in the year prior to retirement in order that funding can be budgeted.
4. The Corporation shall endeavour to pay the funds in a manner that most benefits the tax situation of the employee. However, all Income Tax Legislation must be followed. The Corporation will also not be held responsible for any incorrect information supplied by the employee as it relates to Income Tax Legislation or the employee's own individual tax situation.
5. The extent to which this retirement incentive provision is exercised in any given year will be the prerogative of the Corporation taking into consideration its ability to financially and operationally accommodate the retirement incentive requests made of it.

NORTH VANCOUVER DISTRICT – FIRE (IAFF Local 1183)
2012 Memorandum of Agreement (cont'd)

Dated this 15th day of March, 2016, in the District of North Vancouver.

ON BEHALF OF THE CORPORATION:

“Victor Penman”

“Cindy Rogers”

“Jason Deroy”

“Naushi Keshavjee”

ON BEHALF OF THE UNION:

“Brian Leavold”

“Ryan Stewart”

“Mark Dear”

“Tim Mills”

“Steve Dapavo”

This is the Appendix 2 referred to in item #9.

APPENDIX 2

TERMS OF REFERENCE

between the

DISTRICT OF NORTH VANCOUVER
("the Employer")

and the

DISTRICT OF NORTH VANCOUVER FIREFIGHTERS' UNION, IAFF LOCAL 1183
("the Union")

RE: JOINT UNION-EMPLOYER FITNESS/WELLNESS COMMITTEE

1. The Employer and the Union agree to constitute a joint Union-Employer Committee (hereafter "the Committee") comprised of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Union.
2. The purpose of the Committee shall be to engage in discussions related to the development of a Fitness/Wellness Program.
3. Where a recommendation is approved and ratified by the principals of both parties, such recommendation of the Committee may be implemented prior to the next round of collective bargaining.
4. These terms of reference can be cancelled by either party serving thirty (30) calendar days' written notice to the other party.

NORTH VANCOUVER DISTRICT – FIRE (IAFF Local 1183)
2012 Memorandum of Agreement (cont'd)

DATED this 15th day of March, 2016 in the District of North Vancouver.

BARGAINING REPRESENTATIVES ON BEHALF OF
THE EMPLOYER:

“Victor Penman”

“Cindy Rogers”

“Jason Deroy”

“Naushi Keshavjee”

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

“Brian Leavold”

“Ryan Stewart”

“Mark Dear”

“Tim Mills”

“Steve Dapavo”
