

February 15, 2017

Memorandum for Settlement

**City of Vancouver
And
IAFF Local 18**

**City of Vancouver
And
IAFF Local 18**

The City of Vancouver the “Employer” proposes the following amendments to its collective agreement with the I.A.F.F. Local 18 which expired December 31, 2015.

The following package of items is to be considered an Offer for Settlement submitted by the City to the Union to conclude the 2016 round of bargaining.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the City or the Union is deemed to be withdrawn on a without prejudice basis. Where the Offer is not accepted as a whole, none of the specific provisions of the package remain agreed nor are any of the items left out of the package considered to be withdrawn.

The Offer is advanced on a “Without Prejudice” basis with respect to any interest arbitration between the parties to conclude the renewal of a Collective Agreement, or any other dispute between the parties. In the event that the package is not accepted as a whole or the parties are unable to reach a negotiated settlement, none of the provisions of this package may be put before the Labour Relations Board, a grievance arbitrator, an interest arbitrator, or any other adjudicator as information or as evidence in any proceeding, or to conclude the 2016 or any subsequent round of collective bargaining.

Both parties will recommend, without reservation, the acceptance of the settlement agreement by their respective principals.

It is understood that both parties will finish their ratification processes no later than fourteen (14) calendar days from reaching an agreement in principle.

Although it is understood that if ratified, the terms of this settlement agreement are made on a with prejudice basis; the parties agree that insofar as future negotiations and/or interest arbitrations are concerned, this settlement agreement does not prevent either party from making any submissions or proposals, and that this settlement agreement is without prejudice and

precedent with respect to what other entities constitute appropriate comparable comparators for future terms and conditions of employment.

Except as specifically indicated, all changes apply upon the date of the ratification, which is the date both parties have ratified the settlement.

Other than as set out in this document, the provisions of the existing collective agreement remain unchanged and are to be continued.

1. Amend –Article 2: Term of Agreement

This Agreement shall be for a term of forty-eight (48) months with effect from 2016 January 01 to 2019 December 31, both dates inclusive.

The operation of Subsections 50(2) and (3) of the *Labour Relations Code* shall be specifically excluded from and shall not apply to this Collective Agreement.

2. General Wage Adjustments

1. General Wage Adjustments shall be two and one-half percent (2.5%), effective on January 1st of each year of the 4 year Term of the renewal Collective Agreement beginning on 2016 January 01, on the monthly 4th Year Fire Fighter rate then in effect, rounded to the nearest whole dollar. All other existing rank indices shall be maintained.
2. Schedule A of the Collective Agreement will be revised to reflect these increases.
3. Retroactive payments resulting from the General Wage Adjustments shall be processed as soon as possible following the date of ratification and, in any event, no greater than 60 calendar days, and shall apply to and include all members who, at the time of processing such payments, have retired or are no longer working for the Employer but were employed during the term of this Agreement.

3. Amend - Article 4:

Add Article 4.2 15 year rate

Effective January 1, 2017 the Employer will establish a fifteen (15) year rate at 106% of the monthly fourth year Fire Fighter rate for those employees who have:

- a. successfully completed the Fire Officer 1 (FO1) pretest and VFRS Fire Service Instructor course (FSI); and
- b. successfully completed the requirements to obtain a recognized specialty within the Department.

The fifteen (15) year rate will commence on the anniversary date of the start of the employees fifteenth (15th) year of service.

No employee will be denied the fifteen (15) year rate if they have not been provided a reasonable opportunity to achieve either of the above criteria.

Employees who have completed thirteen (13) years of service by December 31, 2017 will not be required to meet the requirement in Article 4.2(a) above to receive the fifteen (15) year rate. This grandfathering waiver shall be for pay purposes only.

Employees who have completed ten (10) years of service by December 31, 2017 will not be required to meet the requirement Article 4.2(b) above to receive the fifteen (15) year rate. This grandfathering waiver shall be for pay purposes only.

Schedule A will be amended to incorporate the fifteen (15) year rate.

4. Article 24 will be amended to incorporate:

- **Schedule C** Officer Development Program (ODP)
- **Schedule D** Relief Fire Fighter Staffing Pool
- **Schedule E** Cross Shifting by the Employer of Group 1 Employees not in the Relief Fire Fighter Staffing Pool
- **Schedule F** Group 1 Captain and Lieutenant – Amended Promotional Policy

5. Officer Development Program (ODP)

Schedule C Agreement

Between

City of Vancouver (the "Employer")

And

International Association of Fire Fighters, Local 18 (the "Union")

Re: **Officer Development Program Paid (Company Officer Program)**

OFFICER DEVELOPMENT PROGRAM (ODP),
GROUP 1 OFFICER PROMOTIONAL SYSTEM (OPS)

1. The ODP or any future iteration thereof is a training program that is one component of the Officer Promotional System (OPS). It consists of the following three levels (the "Levels"):
 - a. Fire Officer - Level 1 for Lieutenant ("FO1")
 - b. Fire Officer - Level 2 for Captain ("FO2")
 - c. Fire Officer - Level 3 for Battalion Chief ("FO3")
2. It is agreed that the "paid participation" as authorized by the Employer applies to ODP for FO1, FO2, and FO3. Paid participation in the OPS assessment process (assessment to be promoted) only applies to Group 1 Lieutenant and Captain.
3. It is agreed that the intent of the ODP is for the program to remain current, and its purpose is to provide the knowledge, skills and ability to function at the standard required while working in the capacity of an Officer as determined by the Employer.
4. The ODP is comprised of Modules. The Employer has the ability to determine the curriculum, program content and courses that will comprise the ODP Modules.
5. The Employer has the ability to determine the mode of delivery and format of ODP Modules. The mode of delivery includes, but is not limited to offering some or all of the ODP through lecture format, field practical studies, e-learning, independent learning, external provider or a hybrid model.
6. The Employer determines the qualifications for entry into all Levels of the ODP and for promotions under the Officer Promotional System ("OPS"). Qualifications for Lieutenant (FO1) and Captain (FO2) and for promotion to those positions will be identified as those that a candidate can reasonably achieve through their paid work with

VFRS. The Employer will provide reasonable opportunity to achieve these qualifications.

7. The Employer determines the method for assessing qualifications for entry into all Levels of the ODP and for promotions under the Officer Promotional System ("OPS").
8. The Employer determines when to seek candidates to enter the various Levels of the ODP and determines the number of candidates required at any time.

Officer Development Program ("ODP")

9. Entrance into the FO1 and FO2 Levels of ODP shall be awarded to the most senior qualified applicant and Clause 13.1 of the Collective Agreement will not apply.

Remuneration for the ODP - FO1, FO2, FO3

10. Except as stated otherwise in this Memorandum, the Employer shall pay employees at regular straight time rates of pay for the attendance in any component of the ODP which is authorized and approved by the Employer.
11. Notwithstanding any other provision stated herein, Article 11.2(d) of the Collective Agreement (Public Holidays) will continue to apply to the ODP.
12. The Employer shall have the discretion to provide all or part of the ODP during the employee's hours of work. If all or part of the ODP is provided during the employee's off duty time, the employee will be paid at regular straight time rates of pay for his/her attendance.
13. Should the Employer transfer Modules from classroom/lecture training to nonphysical training formats such as e-learn or independent learning, the Employer will provide sufficient on-duty shifts to complete the Modules, based on reasonable expectations for an average employee.
14. The Employer is not responsible for paying employees for Study Time. The Employer is not responsible for paying for Course Work completed outside of a duty shift unless it has been authorized and approved by the Employer.
15. Employees participating in the ODP may be transferred to an apparatus in the status of Fire Fighter and will be paid at their confirmed rate of pay. In these circumstances, only the most senior candidate on the apparatus will receive acting pay if applicable.
16. For each Level of the ODP (FO1, FO2, FO3), the Employer has the discretion to schedule exams and/or formal assessments during the employee's hours of work or pay the employee for time at the exam/formal assessment. Employees attending during

off-duty hours will be compensated at their confirmed rate of pay at regular straight time rates of pay for the scheduled hours with a minimum of two (2) hours.

17. For OPS Levels FO1 and FO2 the Employer has the discretion to schedule OPS Assessment Interviews during employee's hours of work or during off-duty time. Employees who are required to attend an OPS Assessment Interview during off-duty time will be compensated at their confirmed rate of pay at regular straight time rates of pay for time at the Assessment Interviews with a minimum of two (2) hours.

i. Candidates attending Assessment Interviews for promotion to Battalion Chief will not be compensated.

18. The Employer shall provide the employee with a minimum of twelve (12) hours' notice of the time and location of the OPS Assessment Interview. This can be less notice with mutual agreement between the employee and Employer.

Repeating ODP

19. Employees who are unsuccessful with respect to any Module of the ODP will be responsible for costs for repeating the Module, that the Employer would not otherwise incur. The Fire Chief will have sole discretion to override this clause in extenuating circumstances.

20. The Employer will not be responsible for paying employees to repeat any Module of the ODP except as stated in Clause 21 below.

21. In instances where an employee has been unsuccessful with respect to a Module of the ODP and the Module is offered by the Employer during the employee's hours of work, the employee may be permitted to attend on duty provided there is no additional cost to the Employer, and his/her attendance does not impact less senior eligible candidates.

22. Employees who are unsuccessful in passing a Module of the ODP after three (3) attempts to pass will not be permitted to attempt that Module again and will be ineligible to continue in the ODP process or any subsequent Level of the ODP and the employee will be removed from the ODP.

Study Time & Coursework related to ODP

23. Study Time is time an employee spends reviewing what s/he has learned in the ODP ("Study Time").

24. Coursework includes, but is not limited to, E-learning, research, essays, assignments, independent learning and homework ("Coursework").

25. An employee may request to be placed at a Fire Hall that is conducive to allowing the employee to be available to Study or complete Coursework while on duty. Such request may be granted at the discretion of the Fire Chief. The Fire Chief will

consider such requests on the basis of the Employers' ability to ensure operational needs are met and no extra cost to the Department.

26. The Employer will make best efforts to provide an employee with a minimum of three (3) on-duty shifts between a course assignment and its completion date.
27. Employees who request to remain on vacation while completing Modules of the ODP will be responsible for completing the Coursework for those Modules on their own time.
28. The Employer may provide Group 2 staff a maximum of one (1) hour per shift to complete Coursework related to the ODP based on operational effectiveness and at the discretion of the Fire Chief.
29. Nothing in this Schedule serves as a guarantee that employees will have the ability to Study or complete Coursework while on duty on any given shift. Employees participating in ODP are expected to perform all assigned duties while on duty. However the Employer will nonetheless provide sufficient on-duty time to complete Coursework for those Modules, based on reasonable expectations for an average employee.

Scheduling for ODP

30. The Employer has the ability to schedule the ODP components at any time during the year but for the following period: December 24 to January 1.
31. In place of a complete set of four (4) consecutive shifts, the Employer may require that an employee participating in the ODP modify his/her hours of work to five (5) consecutive days at eight (8) hours per day. The Employer may trigger such a modification up to two (2) times per calendar year per employee participating in each FO1, FO2, FO3 (ODP). The Employer shall provide the employees a minimum of sixteen (16) days' notice. This can be less notice with mutual agreement between the employee and Employer. This Clause 31 applies to both Group I and Group II employees and only to their participation in the ODP.
32. The Employer may continue to schedule employees participating in the ODP during evenings and/or weekends. The Employer may change a participating employee's shift (e.g. A, B, C, D) with sixteen (16) days' notice of the change. This can be less notice with mutual agreement between the employee and Employer. All such Temporary Cross Shifts will be anchored to the fifty-six (56) day cycle and will time-level on their return to their original shift which may occur in a future fifty-six (56) day cycle.
33. The Employer may change a participating employee's Nights for Days with sixteen (16) days' notice provided the scheduled date of the shift is not altered. This can be less notice with mutual agreement between the employee and Employer.
34. No employee will be required to attend an exam or interview during the day after s/he has worked a scheduled night shift.

35. The Employer will be able to reschedule a participating employee's vacation leave for the purposes of attending the ODP with sixteen (16) days' notice. This can be less notice with mutual agreement between the employee and Employer. The Employer is not required to give thirty (30) days' notice or pay overtime as set out in Clause 13 of the Vacation Scheduling - Letter of Understanding. Vacation date adjustments will be for the ODP (FO1, FO2, FO3) Module dates only. The Parties agree, rescheduling of ODP participants' vacations to accommodate participation in the ODP is without added cost to the Employer.
36. In the event that there is a direct conflict between the Vacation Scheduling – Letter of Understanding and this Schedule, as it applies to participants during their participation in the ODP, this Schedule will prevail.
37. Upon acceptance to the ODP, employees may provide written notice of a preference to attend the ODP while on their original assigned vacation date(s) and approval for such request is at the sole discretion of the Fire Chief. If approved, employees will be paid at regular straight time rates of pay while attending Modules of the ODP in addition to their regular pay. Clause 13b(iv) of the Vacation Scheduling - Letter of Understanding does not apply.
38. The vacation adjustment for employees participating in ODP may include a corresponding adjustment of a less senior member to ensure vacation group balancing and operational needs. The Employer will seek voluntary Vacation Switches first and make Vacation Changes second. The Employer shall follow the language as set out in the Vacation Scheduling – Letter of Understanding including Clause 13c of the Vacation Scheduling – Letter of Understanding

ODP Operational Impacts

39. In those circumstances where the Employer moves employees to another shift to participate in the ODP, the Employer may Cross Shift qualified Suppression Fire Staff to Fire Halls and shifts temporarily vacated by employees participating in the ODP to meet operational needs including cost implications. All such temporary Cross Shifts will be anchored to the fifty-six (56) day cycle and will time-level on their return to their original shift which may occur in a future fifty-six (56) day cycle.
40. In those circumstances where employees' participation in the ODP results in staffing shortages (whether shortages are caused by a Cross Shift for ODP scheduling or not), any backfill for those employees will be at regular straight time rates of pay. Backfill will be deemed to be for ODP until the backfill exceeds the number of staffing shortages caused by employees participating in ODP. The Employer will seek volunteers first, and will direct employees to backfill second.
41. Employees who defer their opportunity to participate in the ODP will remain in the cohort they participated with and follow acting and promotional opportunities accordingly. The Fire Chief will have reasonable discretion to override this clause in extenuating circumstances.

Fire Management Courses – Promotion to Battalion Chief

- 42. With respect to the requirement of course credits to achieve promotion to Battalion Chief the Employer will not be responsible for paying employees to participate in the Fire Management Courses at BCIT or another educational institute designated by the Employer (“Designated Educational Institute”).
- 43. The Employer is not responsible for paying employees to attend Fire Management courses, Study or complete Coursework related to the Fire Management Courses for promotion to Battalion Chief.
- 44. Employees authorized and approved by the Employer to participate in the Fire Management Courses at BCIT or another educational institute designated by the Employer must successfully complete the course to be reimbursed for tuition, registration fees and books/e-books.
- 45. Employees who seek to have the Designated Educational Institute accept previous courses or experience as an equivalency will be responsible for following the equivalency process set out by Designated Educational Institute and paying any fees associated with this process.

GENERAL

- 46. In *Vancouver (City) and Vancouver Firefighters’ Union Local 18*, Ministry No. A24/97, [1997] B.C.C.A.A.A. No 587, Arbitrator Munroe (“Munroe Award”) set out a record of settlement of points of agreement between the parties. The Employer and the Union agree that terms of this Letter of Understanding will replace the Munroe Award.
- 47. To the extent that the terms of this Letter of Understanding are inconsistent with the decision in *Vancouver (City) and Vancouver Firefighters’ Union Local 18*, [1995] B.C.C.A.A.A. No. 418 (Munroe), the terms of this Letter of Understanding prevail.
- 48. The applicability of the Municipal Pension Plan (MPP) to the hours that employees are paid for participating in the ODP will be determined by the rules of the MPP.

Signed this 15 day of Feb, 2017

[Redacted Signature]

On behalf of the Union

[Redacted Signature]

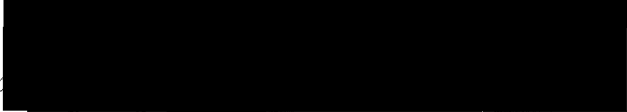
On behalf of the Union

Feb 15, 2017
Date

Feb. 15, 2017
Date



On behalf of the Employer (VFRS)



On behalf of the Employer (Human Resources)

Feb 15 / 17
Date

Feb 15 / 17
Date

6. Relief Fire Fighter Staffing Pool

Schedule D Agreement

**Between
City of Vancouver (the “Employer”)
And
International Association of Fire Fighters, Local 18 (the “Union”)**

Re: Relief Fire Fighter Staffing Pool

1. Transition

- a. Following ratification, the Employer will create a Relief Fire Fighter Staffing Pool (the “Pool”).
- b. The first employees assigned to the Pool will be the first sixty (60) Group I Fire Fighters who begin working in 2017 or later, once each has completed their period of probation. Employees hired prior to 2017 will not be assigned to the Pool.

2. Composition of the Pool

- a. The least senior Group 1 Fire Fighters hired 2017 or later who have successfully completed their period of probation will be assigned to the Pool.
- b. Once the Pool reaches 60 employees, when a new Group 1 Fire Fighter successfully completes his/her period of probation, s/he will be assigned to the Pool, and the most senior employee of the Pool will be removed from the Pool and assigned to a shift.
- c. The total number of employees in the Pool will be no more than 11.4% of the average Group 1 Shift Suppression Staffing. For example, if the average Group 1 Shift Suppression Staff for each shift was 132 employees ($132 \times 4 = 528$ \times 11.4% = 60), which means that the Pool should have no more than 60 employees.
- d. The number of employees in the Pool will be reviewed annually during the month of July, with increases or decreases to the Pool being implemented in September of that year. Any increases must be new employees who have completed their period of probation; no employee will be required to return to the Pool unless they are junior to the most senior employee in the Pool. The size of the Pool will not be adjusted until the percentage of change equals a full position.

3. Hours of Work and Working Conditions for Relief Firefighters in the Pool

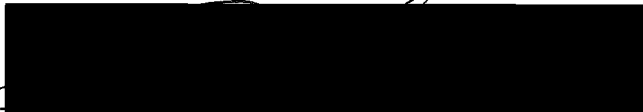
Relief Fire Fighters are not bound by Article 5 of the Collective Agreement (Hours of Work). The Employer may assign the employees in the Pool to any crew or shift as required, and to backfill for absences caused by any reason, including training and illness. However, when a Relief Firefighter works Callout as defined in Article 8, s/he shall be paid at the rate of (2) two times his/her regular rate of pay and in accordance with Article 8. Employees in the Relief Pool will be scheduled in accordance with the following:

- a. Relief Fire Fighters are assigned to the anchored fifty-six (56) day cycle, which has within it seven (7) eight (8) day blocks. A block is a rotation of 8 consecutive days starting on the first day of the 56 day cycle. In each fifty-six (56) day cycle, a Relief Fire Fighter will work a maximum of twenty-eight (28) shifts within that cycle at straight time rates. Authorized shifts greater than twenty-eight (28) shifts in a fifty-six (56) day cycle will be compensated at the rate of 1 ½ (one and one-half) times the employee's regular hourly rate for each excess shift. Further, the Relief Fire Fighters are subject to the following:
 - i. Relief Fire Fighters are assigned to a Shift (i.e. A, B, C, D) only for the purposes of scheduling vacation and other paid time off benefits;
 - ii. Except for Callout, the start and end time of each shift worked by Relief Fire Fighters will be the same as the start and end times of the other Group 1 employees.
- b. Relief Fire Fighters may be utilized to a maximum of eighty-four (84) hours in each eight (8) day block. For any time that the Employer requires an employee to work in excess of this maximum, the employee will be compensated at the rate of 1½ (one and one-half) times the employee's regular hourly rate, unless the time worked is Callout as defined in Article 8, in which case, the employee will be compensated at the rate of two (2) times their regular rate of pay as described in Article 8.
- c. Relief Fire Fighters will be scheduled off duty for two (2) twenty-four (24) hour periods in each eight (8) day block. For any time that the Employer requires the employee to work on these off duty periods, the employee will be compensated at the rate of 1½ (one and one-half) times the employee's regular hourly rate, unless the time worked is Callout as defined in Article 8, in which case, the employee will be compensated at the rate of two (2) times their regular rate of pay as described in Article 8.
- d. Relief Fire Fighters may request (one) 1 shift per eight (8) day block as a prescheduled shift off. The Employer will make reasonable efforts to accommodate such requests, keeping in mind that the Relief Fire Fighters are utilized for both scheduled and unscheduled coverage. Once a requested shift has been scheduled off, it is considered confirmed forty-eight (48) hours prior to the scheduled shift off and shall not be retracted except by mutual agreement. If it is retracted without mutual agreement, the employee will be compensated at the rate of 1½ (one and one-half) times the employee's regular hourly rate for the shift, unless the time worked is Callout as defined in Article 8,

in which case, the employee will be compensated at the rate of two (2) times their regular rate of pay and in accordance with Article 8.

- e. Both a “day shift” and a “night shift” shall be regarded as a shift, and for the purposes of entitlements, credits and debits, and with respect to sick leave and gratuity, a shift shall be deemed to be twelve (12) hours.
- f. If a Relief Fire Fighter works longer than the scheduled shift, Overtime applies to the additional time worked.
- g. There is no reconciliation owed or paid due to the configuration of the twenty-eight (28) days or nights worked by a Relief Fire Fighter within the fifty-six (56) day cycle. That is to say, each complete shift worked counts as twelve (12) hours and as one shift with respect to the twenty-eight (28) shift maximum.
- h. The stacking of shifts (day followed by a night or night followed by a day) are counted as two separate shifts, paid at straight time, and do not result in overtime.
- i. There are no notification restrictions with respect to scheduling hours of work for the Pool. The Employer will endeavour to provide a minimum of twelve (12) hours’ notice.
- j. Paragraph 1 of the Training Letter of Understanding does not apply to Relief Fire Fighters.
- k. Nothing in this Schedule limits the ability of the Employer to require a Relief Fire Fighter to work Overtime, Extra Shifts and Callout in accordance with the Collective Agreement as long as they are compensated in accordance with those provisions.
- l. Relief Fire Fighters may only utilize personal leaves and Vacation Trades with a similarly qualified Relief Fire Fighter, which must be approved by the Assistant Chief Operations. Exceptions will be at the discretion of the Fire Chief.
- m. Relief Fire Fighters are paid in accordance with Schedule “A” of the Collective Agreement.
- n. The Employer and the Union will discuss other potential issues regarding limitations on the use of employees in the Pool. However it is understood that changes beyond those designated in this Schedule are subject to mutual agreement.

Signed this 15 day of Feb, 2017


On behalf of the Union

Feb 15, 2017
Date

[Redacted]
On behalf of the Union

Feb 15 2017

Date

[Redacted]
On behalf of the Employer (VFRS)

Feb. 15/17

Date

[Redacted]
On behalf of the Employer (Human Resources)

Feb 15/17

Date

7. Cross Shifting by the Employer of Group1 Employees not in the Relief Fire Fighter Staffing Pool

Schedule E Agreement

Between

City of Vancouver (the “Employer”)

And

International Association of Fire Fighters, Local 18 (the “Union”)

Re: Cross Shifting by the Employer of Group 1 Employees not in the Relief Fire Fighter Staffing Pool

1. Permanent Cross Shift:

- a.** Permanent Cross Shift is defined as the transfer of a Group 1 employee from his/her regular shift to a new regular Group 1 shift.
- b.** The Employer will endeavour to provide sixteen (16) days’ notice of a Permanent Cross Shift but, in any event, will provide not less than twelve (12) days’ notice.

2. Temporary Cross Shift:

- a.** Temporary Cross Shift is defined as the short term (six months or less) transfer of a Group 1 employee from his/her regular shift to another Group 1 shift.
- b.** The Employer will endeavour to provide seven (7) days’ notice of Temporary Cross Shifts but, in any event, will provide not less than four (4) days’ notice of the Cross Shift from the employees’ regular assigned shift and their return to their regular assigned shift.

3. All Cross Shifts will be anchored to and will time-level within the fifty-six (56) day cycle, which has a common start date for all employees that is agreed upon by the Union and the Employer.

Note: As a transitional measure, prior to September 1, 2017 the Employer may time-level within the following fifty-six (56) day cycle. The fifty-six (56) day cycle time-leveling only commences after September 1, 2017. (not included in CA)

4. The Employer and an employee may mutually agree to less notice than the minimums set out in this Schedule.
5. Employees on Vacation will return to their regular shift prior to any Cross Shift taking effect unless otherwise mutually agreed between the Employer and the employee.
6. The Employer is entitled to rely on the most recent employee contact information provided to the Employer.

However, nothing in this Schedule restricts the ability of the Fire Chief to direct an employee to work for bona fide operational needs.

Signed this 15 day of Feb, 2017

[Redacted Signature]

On behalf of the Union

Feb 15, 2017

Date

[Redacted Signature]

On behalf of the Union

Feb. 15, 2017

Date

[Redacted Signature]

On behalf of the Employer (VFRS)

Feb. 15/17

Date

[Redacted Signature]

On behalf of the Employer (Human Resources)

Feb 15 /17

Date

8. Group 1 Captain and Lieutenant – Amended Promotional Policy

Schedule F Agreement

Between

City of Vancouver (the “Employer”)

And

International Association of Fire Fighters, Local 18 (the “Union”)

Re: Promotions for Group 1 Captains and Lieutenants – Assistant Chiefs/Battalion Chiefs Amended Policy

1. Promotions for Group 1 Captains and Lieutenants

- a. Clause 13.1 of the Collective Agreement will not apply with respect to promotions into the following Group 1 positions:
 - i. Group 1 Captain
 - ii. Group 1 Lieutenant
- b. Promotions to Group 1 Captain and Group 1 Lieutenant positions shall be awarded to the most senior qualified candidate.
- c. Clause 13.1 of the Collective Agreement will continue to apply with respect to promotions for:
 - i. Permanent Battalion Chief positions
 - ii. Acting and permanent Group 1 Captain and Lieutenant positions who are not responsible for Suppression employees and apparatus (example: Captain of Occupational Health & Safety).
- d. The Employer will continue to have the discretion to determine the qualifications, including but not limited to, experience, education and training for promotion to Group 1 Captain, Lieutenant and Battalion Chief positions.
- e. Opportunity to achieve these qualifications shall reasonably be made available to employees over the course of their career so that employees may achieve promotion by seniority to the ranks of Group 1 Lieutenant and Captain, provided the employee seeking promotion is qualified.
- f. If a senior employee:
 - i. Is not granted entry to the ODP due to insufficient qualifications; and
 - ii. Reasonable opportunity to achieve the qualifications were not made available; and
 - iii. Junior employee(s) stand to bypass that senior employee for entry;

Such a senior employee will be granted entrance to the ODP, provided they acquire the necessary qualification prior to promotion, which will be made available.

- g. The Employer will continue to have the discretion to determine how it will assess the qualifications for promotion to Group 1 Captain, Lieutenant and Battalion Chief positions.

2. Assistant Chiefs / Battalion Chiefs

Note: Sections in red font not to be included in Collective agreement

The Union agrees not to further grieve, challenge or dispute the creation of the four (4) Assistant Chief positions and the Employer's decision not to fill the four (4) Battalion Chief positions in any manner or in any forum. This agreement is without prejudice to the Union's position on whether or not any Assistant Chiefs perform the functions of a Manager or Superintendent.

The Union agrees that qualified Acting and/or permanent Battalion Chiefs as determined by the Employer through a competitive assessment may act in place of the on-shift Assistant Chief. During these acting periods the successful candidate will be compensated at the Battalion Chief rate of pay and no exempt duties will be performed. (Applicants invited to participate in the competitive assessment process will not be compensated for their time).


In the event the Employer wishes to eliminate any of the current eight (8) Battalion Chief positions, the Union agrees that the Employer would be entitled to serve Notice prior to the commencement of bargaining, however the Union reserves the right to grieve, challenge or dispute any result(s) or consequence(s) flowing from the elimination of any of the eight (8) Battalion Chief positions.

Notwithstanding anything contained in the agreement, the number of Battalion Chiefs positions will be maintained at eight (8) for the duration of the Collective Agreement once ratified.

Signed this 15 day of Feb, 2017


On behalf of the Union

Feb 15, 2017
Date


On behalf of the Union

Feb. 15, 2017
Date


On behalf of the Employer (VFRS)

Feb. 15/17
Date


On behalf of the Employer (Human Resources)

Feb 15/17
Date

9. Training Letter of Understanding

The amended Training Letter of Understanding replaces the current Training Letter of Understanding as Appendix B to Schedule BB. The terms of the amended Training Letter of Understanding are as follows.

Appendix B to Schedule BB

Letter of Understanding

Between

and

**The City of Vancouver (hereinafter called
“the Employer”)**

**Vancouver Firefighters Union, Local 18 (hereinafter
called the “Union”)**

(Date of Ratification)

RE: Training

The Employer and the Union agree that it is in their best interest to clarify the process of scheduling and calling staff for training. It is understood and agreed between the Employer and the Union that, effective (date of ratification) and without prejudice to any other agreements between the parties, the following terms shall apply:

1. The Employer may, for training purposes, change a member's shift from night to day shift as long as the scheduled date of the shift is not altered and with a minimum of thirty (30) days' notice. The requirement for thirty (30) days' notice can be waived by mutual agreement between a member and the Employer in order to fill a vacancy created by another member withdrawing from training.
2. In all future Departmental Directives calling for applications to participate in specialized training, the following information will be included:
 - (i) thirty (30) calendar days' notice for training;
 - (ii) dates the course will be offered;
 - (iii) any other information that could impact the employee's application, e.g., if and when the course will be offered again.
3. This Letter of Understanding is subject to the grievance procedure.

This Letter of Understanding is made without prejudice to any further discussions and/or negotiations.

Signed this 15 day of Feb, 2017



On behalf of the Union

Feb 15, 2017
Date



On behalf of the Union

Feb. 15, 2017
Date



On behalf of the Employer (VFRS)

Feb. 15/17
Date



On behalf of the Employer (Human Resources)

Feb 15/17
Date

10. Benefits Committee

The Parties agree to strike a committee to discuss Benefits issues, including the Employers proposal regarding Responsible Benefits.

11. Overtime, Extra Shifts

The parties agree to strike a committee to discuss the allocation of Overtime and Extra Shifts.

12. Withdrawal of Notice Items on a Without Prejudice Basis

The Union and the Employer agree to withdraw all Notice Items and Courtesy Clarifications on a without prejudice basis.

13. Scheduling Solution Implementation

The Employer will advise the Union by letter that due to the implementation of new scheduling software, the Employer may revert to a more formal request and approval process on the granting of leaves. For example, the Employer anticipates moving to a written and/or electronic request and approval process. As more information becomes available the Employer will have further discussions with the Union. The Union reserves the right to grieve any new process.

Signed this 19 day of Feb, 2017

[Redacted signature]

On behalf of the Union

[Redacted signature]

On behalf of the Union

On behalf of the Union

On behalf of the Union

On behalf of the Union

On behalf of the Union

[Redacted signature]

On behalf of the Employer

[Redacted signature]

On behalf of the Employer

On behalf of the Employer

On behalf of the Employer

On behalf of the Employer

On behalf of the Employer

END OF DOCUMENT

**Letter of Understanding
Between
City of Vancouver
(the "Employer")
And**

**International Association of Fire Fighters, Local 18
(the "Union")**

Re: Settlement of Grievance # 252-16 Communications Support Team Grievance


WHEREAS:

- a) The Employer issued a posting for the Communications Support Team on April 11, 2016; and a revised posting on April 25, 2016;
- b) The Union filed a Grievance by letter dated April 28, 2016;
- c) The Employer provided its Step 3 response by letter dated August 4, 2016;
- d) The Union referred the Grievance to arbitration, the parties agreed to the appointment of Arbitrator Julie Nicholls to hear and decide the matters in dispute; and
- e) The hearing was scheduled to commence in July 2017.


THEREFORE the Employer and the Union agree as follows:

- 1. With mutual agreement, the Employer may assign a Group 1 employee to Group 2 hours and duties on a short term basis.
- 2. During a mutually agreed short term assignment, the employee's pay and benefits will, in all respects, remain the same as if the employee continued to perform Group 1 duties in Group 1 hours.
- 3. There will be postings for such positions. For positions that result either in no pay increase or a pay increase up to 3.8%, the senior qualified candidate will be selected.
- 4. Either party may terminate this Letter of Understanding by notifying the other in writing at the outset of the next round of collective bargaining, in which case, termination will take effect upon ratification of the new Collective Agreement.

Signed this 15 day of February, 2017 in the City of Vancouver


On behalf of the Union

Feb 15, 2017
Date


On behalf of the Union

Feb 15, 2017
Date

[Redacted]

On behalf of the Employer (VFRS)

Feb 15/17
Date

[Redacted]

On behalf of the Employer (Human Resources)

Feb 15/17
Date

Letter of Understanding

Between

City of Vancouver

(the "Employer")

And

International Association of Fire Fighters, Local 18

(the "Union")

Re: Settlement of Grievances

This Agreement is Without Prejudice or Precedent to any position that either party may take in future cases or have taken in past cases involving similar or identical matter and / or circumstances, to the Collective Agreement and any other agreements between the Employer and the Union and will not be used by the Employer or the Union in any future grievances, arbitrations, or other hearings, except to enforce the terms of this agreement.

WHEREAS:

The Union has filed a number of grievances and agrees on a without prejudice and precedent basis to withdraw the following grievances;

- **222-2015** Employer failed to engage in promotional process for Battalion Chief vacancy.
- **223- 2015** Failure to pay Acting Battalion Chiefs overtime rates for overtime worked.
- **225-2015** Wayne Murray – Cross Shifting
- **226-2015** Randolph Schenderling – Cross Shifting
- **227-2015** Andreas Czeppel – Cross Shifting
- **230-2015** Archie Roberts - Employer failed to engage in promotional process for Battalion Chief vacancy.
- **231-2015** Rodney MacDonald - Employer failed to engage in promotional process for Battalion Chief vacancy.
- **232-2015** Joseph Cowx - Employer failed to engage in promotional process for Battalion Chief vacancy.
- **233-2015** Stephen Chila - Employer failed to engage in promotional process for Battalion Chief vacancy.
- **234-2015** Danny Wilson – Employer failed to engage in promotional process for Battalion Chief vacancy.
- **241-2015** Scheduling for Fire Service Instructor 1 BCIT Courses scheduling
- **242-2015** Fire Officer 3 Program, Timing of BCIT Courses

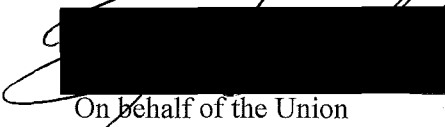
- **243-2015** Benjamin Lefkowitz - Cross Shifting
- **244-2015** Richele Mikkelsen – Cross Shifting
- **245-2015** Clayton Hawkins – Cross Shifting
- **246-2015** Justin Chelak – Cross Shifting
- **250-2016** Failure to backfill position when employee injured during shift (de-staffing of Medic 12).

THEREFORE the Employer and the Union agree without prejudice and without precedent to resolve the above grievances and any matters arising according to the following terms, provided the Memorandum of Settlement for a new Collective Agreement is ratified:


1. The following members will be compensated six (6) hours of straight time pay at Acting Training Officer rate, calculated in accordance with the Collective Agreement between the parties;
Acting T.O. Czeppel, A.
Acting T.O. Schenderling, R.
Acting T.O. Murray, W
2. The following members will be compensated six (6) hours of straight time pay at 1st Class fire fighter rate calculated in accordance with the Collective Agreement between the parties;

F.F. Chelak, J
F.F. Mikkelsen, S
F.F. Hawkins, C
F.F. Lefkowitz, B
3. The Employer and Union agree that provided the Memorandum of Settlement for a new Collective Agreement is ratified and once employees have been compensated, the Union will withdraw the above grievances.


Signed this 15 day of February, 2017 in the City of Vancouver,


On behalf of the Union


Feb 15, 2017
Date


On behalf of the Union

Feb. 15, 2017
Date


On behalf of the Employer (VFRS)

Feb 15/17
Date


On behalf of the Employer (Human Resources)

Feb 15/17
Date

Letter of Understanding

Between
City of Vancouver
(the "Employer")
And
International Association of Fire Fighters, Local 18
(the "Union")

**Re: Settlement of Grievances:
258-17; Officer Promotional System (OPS) – JIBC Fire Officer Certificate
Program, and
259-17 Failure to Remunerate the JIBC F01 Candidates**

This Agreement is Without Prejudice or Precedent to any position that either party may take in future cases or have taken in past cases involving similar or identical matter and / or circumstances, to the Collective Agreement and any other agreements between the Employer and the Union and will not be used by the Employer or the Union in any future grievances, arbitrations, or other hearings, except to enforce the terms of this agreement.

WHEREAS:

- a. The Munroe Awards provided that eligible employees would have the option to participate in Officer Training through the Justice Institute.
- b. The employees listed in below availed themselves of this option: and
- c. The Union filed Grievance #258- 17 by letter dated January 31, 2017.

THEREFORE the Employer and the Union agree without prejudice and without precedent to resolve the grievance and any matters arising according to the following terms:


1. The participants are: Dean Ganchar, Don Green, Geoff Heibert, Shane Turner, Scott Hendrickson, Shane Mackichan, Glen Brown, Greg Smith, Kevin Lees, Bob Anderson, Dan Kirincic, Trevor Felts, Dan Gaos, Mike Green, Colin Macaulay, Trevor Bourne, Sheldon Humenny, Stu Dick, Ryan Hayes, Ron Renville, Graham Wood, Sue Kirincic.
2. For those employees who completed and passed the Supervisory Course at the JI, the Employer will not require those employees to re-do their "in-house program" version of the course, nor will the Employer require those employees to complete any Supervisory Course test.
3. For those employees who completed and passed the Tac Ops Course at the JI, the Employer will require those employees to complete the Employer's in-house Tac Ops course and may require those employees to complete the Tac Ops exam. They will be compensated at straight time pay in accordance with the Collective Agreement for their time spent on the course and exam.

4. No later than February 17, 2017 the Employer will reimburse the participants for the fees and associated costs as already submitted by the participants in 2016 and 2017.
5. All participants will withdraw from the remainder of the Justice Institute Courses and will seek re-imbursement of any fees paid from the Justice Institute. Any such re-imbursement monies received by the employee will be provided to the Employer upon receipt of same from the Justice Institute. The participants will request reimbursement from the Justice Institute within one week of receiving the payment referred to in paragraph 4 above.
6. Once the payments referred to above have been paid, the Union shall withdraw Grievances 258-17 and 259-17.


Provided the Memorandum of Agreement signed on February __, 2017 is ratified, the Employer and the Union further agree without prejudice and without precedent to resolve the grievance and any matters arising according to the following terms:

- 7 Any member who currently has deferred their participation in the ODP will be permitted to continue with their original cohort and will follow acting and promotional opportunities accordingly.
- 8 The Employer will pay each of the participants identified in paragraph 1 above at straight time rates of their regular rate of pay for 8 hours per day x 4 days for their attendance at the JI courses (2 days "Tac Ops" Course, 2 days "Supervisory Course"). For greater clarity, each member to receive 32 hours of pay.
- 9 Prior to the payment identified in paragraph 8 above, each participant will provide the Employer with a transcript showing completion of both courses.
- 10 Going forward, participants will continue on with their ODP in the Employer's in-house program and will be paid accordingly as per Schedule C of the Collective Agreement.

Signed this 15 day of February, 2017 in the City of Vancouver,


On behalf of the Union

Feb 15, 2017
Date


On behalf of the Union

Feb. 15, 2017
Date

[Redacted]
On behalf of the Employer (VFRS)

Feb 15/17
Date

[Redacted]
On behalf of the Employer (Human Resources)

Feb 15/17
Date