

MEMORANDUM OF SETTLEMENT

Between:

GREATER VICTORIA LABOUR RELATIONS ASSOCIATION on behalf of the
CORPORATION OF THE DISTRICT OF CENTRAL SAANICH

And

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 4428

This **MEMORANDUM OF SETTLEMENT** is entered into this 10th day of October, 2017 by the appointed bargaining representatives of the Greater Victoria Labour Relations Association on behalf of the Corporation of the District of Central Saanich and the bargaining representatives of the International Association of Fire Fighters, Local 4428.

The parties signatory hereto agree to recommend to their respective memberships and principals, without reservation, the ratification of the following terms and conditions to renew the existing collective agreement.

1. **PREVIOUS CONDITIONS**

All of the terms and conditions of the collective agreement commencing January 1, 2012 and expiring December 31, 2015 shall continue to apply except as specifically varied below.

2. **EFFECTIVE DATE OF CHANGES**

All amendments to the revised collective agreement shall come into effect the first day of the month following the date of ratification by both parties unless specified otherwise.

3. **TERM OF AGREEMENT**

The parties agree that Article 1(1.01) shall be revised to provide for a forty-eight (48) month collective agreement from January 1, 2016 to and including December 31, 2019.

4. **WAGE INCREASES**

The parties agree to improve the existing wage rates set out in Salary Schedule "A" as follows:

- (a) Effective January 1, 2016, the Fire Fighter 1st Class rate in effect on December 31, 2015 (that is, \$7,464 per month) shall be increased by 2.5%, calculated to two decimal places, and rounded to the nearest whole dollar (that is, to \$7,651 per month). All other existing rank indices shall be maintained.

- (b) Effective January 1, 2017, the Fire Fighter 1st Class rate shall be increased by 2.5%, calculated to two decimal places, and rounded to the nearest whole dollar (that is, to \$7,842 per month). All other existing rank indices shall be maintained.
- (c) Effective January 1, 2018, the Fire Fighter 1st Class rate shall be increased by 2.5%, calculated to two decimal places, and rounded to the nearest whole dollar (that is, to \$8,038 per month). All other existing rank indices shall be maintained.
- (d) Effective January 1, 2019, the Fire Fighter 1st Class rate shall be increased by 2.5%, calculated to two decimal places, and rounded to the nearest whole dollar (that is, to \$8,239 per month). All other existing rank indices shall be maintained.

5. HOURS OF WORK

The Parties agree that this IAFF Local 4428 Collective Agreement shall include the hours of work provision as amended during negotiations as follows:

20.01 At the discretion of the Fire Chief, the normal regular full-time work week shall consist of:

- (a) five (5) continuous working days Monday through Sunday inclusive, or
- (b) four (4) continuous working days Monday through Sunday inclusive, or
- (c) an average of forty-two (42) hours per week on a four (4) days on four (4) days off rotating schedule
- (d) such other work week determined by mutual agreement of the Union and the Employer.

Any shift proposed under a Monday through Sunday work week would have either Saturday or Sunday off. Thirty (30) days' notice will be given for any change in shift rotation.

20.02 The normal regular full-time work day shall consist of either:

- (a) eight (8) hours based on a five (5) day work week, or
- (b) ten (10) hours based on a four (4) day work week

between 8:00 a.m. and 6:00 p.m., including a one-half (1/2) hour paid meal break or such other shift schedule determined by mutual agreement of the Union and Employer.

In the case of 20.01(a) and 20.01(b) the work schedule shall be based on a forty (40) hour work week.

In the case of 20.01(c) the shifts shall be two (2) consecutive ten (10) hour day shifts, immediately followed by two (2) consecutive fourteen (14) hour night shifts.

6. EMPLOYEE DISCIPLINE

The Parties agree that Article 10.02 Employee Discipline of the Collective Agreement will be amended to include the following:

Upon request of the employee, and after a minimum of 24 months has elapsed from the date discipline was issued, provided that there has been no subsequent disciplinary action involving the employee, any disciplinary document may be removed from the employee's personnel file at the discretion of the Fire Chief (or designate).

7. LETTER OF UNDERSTANDING No. 1 (amended)

GRANDPARENTING OF EMPLOYEE ENTITLEMENTS

1. The Employer and the Union agree that this Letter of Understanding is attached to and forms part of the current collective agreement and shall remain in full force and effect for the term of the agreement.
2. The employees affected by this Letter of Understanding, while employed by the Employer without a break in service, shall be John Robertson and Forrest Owens.
3. Notwithstanding the IAFF Local 4428 collective agreement the above employees shall, while employed, continue to receive the vacation entitlements established in Article 16 of the 2005 – 2006 agreement between the Employer and the Central Saanich Employees' Committee.
4. Notwithstanding the IAFF Local 4428 collective agreement benefits set out in Article 26 the above employees shall, while employed, continue to receive and be covered by the provisions of the benefit plan of the Central Saanich Employee Committee 2005 – 2006 agreement benefits as follows:
 - Article 19.01 – Group Life and Accidental Death and Dismemberment
 - Article 19.02 – Medical Services Plan of British Columbia
 - Article 19.03 – Extended Health Benefits

- Article 19.04 – Dental Plan
 - Article 19.05 – Long Term Disability
 - Article 19.06 – General Principles
5. Effective July 1, 2009 Rob Syverson and Brennan Gummer shall be eligible to opt to receive and be covered by the provisions of the benefit plans of the Central Saanich Employee Association collective agreement at Articles 19.01 (Group Life), 19.02 (Medical Services Plan), 19.03 (Extended Health), 19.04 (Dental Plan), 19.05 (Long Term Disability) and 19.06 (General Principles).
6. In the event that the District of Central Saanich moves to a two platoon system and Rob Syverson and Brennan Gummer remain on day shift, the provisions of vacation entitlement set out in Article 18.02(d) in the January 1, 2012 to December 31, 2015 Collective Agreement will continue to apply.
8. LETTER OF UNDERSTANDING NO. 2 (new)

RE: ARTICLE 18 – VACATION ON TWO-PLATOON SYSTEM

The Parties agree that in the event that the District of Central Saanich moves to a two platoon system, Article 18.02 shall be amended as follows:

18.02 Vacations with pay shall be granted to all other employees in the following manner:

- (a) Fifteen (15) work days per annum after one (1) year, up to and including the tenth (10th) year of service.
- (b) Twenty (20) work days per annum after the tenth (10th) year, up to and including the nineteenth (19th) year of service.
- (c) Twenty-five (25) work days per annum in and following the twentieth (20th) year of service.

For the purposes of calculations for annual vacation on a two platoon system, the following are equivalent to work days:

		<u>Two Platoon</u>	<u>40 Hour Week</u>
15 work days	=	144 hours (12 shifts)	120 hours
20 work days	=	192 hours (16 shifts)	160 hours
25 work days	=	240 hours (20 shifts)	200 hours

9. HOUSEKEEPING

APPLICATION

- (b) The singular shall mean the plural where the context requires.

The Parties commit to search the document to change all references to masculine or feminine to be gender inclusive.

- 1.04 In the case of notice to the Union, such notice shall be deemed to have been sufficiently given if hand delivered or mailed by prepaid registered post within the required time to the Secretary of the Union at the Central Saanich Fire Hall, 1512 Keating Cross Road, Saanichton, British Columbia V8M 1W9, and in the case of notice to the Employer, if delivered or mailed in the same manner to the Greater Victoria Labour Relations Association, Suite 330 – 2950 Douglas Street, Victoria, British Columbia V8T 4N4.

8.02 Grievance Steps

- iv. Step 4 Arbitration: If settlement is not reached through the foregoing procedures, the grievance may be referred to an Arbitrator. When either Party requests that a grievance be submitted to arbitration, such request shall be submitted to the other party in writing within five (5) working days of the last meeting provided at Step 3.

(c) Appointment of an Arbitrator

If possible the Parties shall agree upon a single arbitrator, who shall hear and render a decision on the grievance.

If within ten (10) working days the parties fail to agree upon an arbitrator, application may be made by either Party to the Collective Agreement Arbitration Bureau to appoint an arbitrator.

18.09

- (b) The employees taking this leave shall be designated prior to January 1st of each calendar year in order of seniority, with such designation requiring the approval of the Fire Chief to ensure that operational requirements are met. The leave shall be taken in a block of twenty-eight (28) consecutive days; provided however that the Fire Chief may, upon application, agree to split

the leave into two separate sections if, in his assessment, operational considerations allow. For any given year, scheduling of long service leave shall be carried out as an integral part of the rotative system used for annual holidays.

19.02 In any instance that a Statutory Holiday listed in Article 19.01 occurs:

(c) on a day that is provided in lieu of a day listed in Article 19.01;

such employee shall receive time off equivalent to the employee's regular working hours without loss of normal straight-time pay.

24.02 All permanent employees shall be enrolled in Group 5 (Police and Fire Pension Plan only) of the B.C. Municipal Pension Plan.

26.01 Medical Plan

(b) The Employer shall contribute eighty per cent (80%) of the monthly premium costs and the Employee shall contribute the remaining twenty percent (20%).

26.02 Extended Health Benefit Plan

(b) The Employer shall contribute eighty per cent (80%) of the monthly premium costs and the Employee shall contribute the remaining twenty percent (20%).

(c) The extended health benefit coverage shall include:

ii. Vision care providing for eighty percent (80%) reimbursement towards the cost of the purchase of one (1) pair of eyeglasses or one (1) pair of contact lenses (not both) every two (2) years for each full-time Employee and their dependents to a maximum cost of four hundred dollars (\$400.00) per pair; and, an Employee or eligible dependent shall be entitled to apply the four hundred dollars (\$400.00) to laser eye surgery in lieu of eye glasses or contact lenses.

(d) deleted

26.03 Group Life Insurance

(b) The Employer shall contribute eighty per cent (80%) of the monthly premium costs and the Employee shall contribute the remaining twenty percent (20%).

26.04 Dental Plan

- (b) The Employer shall contribute eighty per cent (80%) of the monthly premium costs and the Employee shall contribute the remaining twenty percent (20%).
- (c) The dental care plan shall include:
 - ii. one hundred per cent (100%) reimbursement of Plan "A", Basic services, and
 - iii. Fifty per cent (50%) reimbursement of Plan "B", Prosthetic Appliances, Crowns and Bridge procedures.
 - iv. the Dental plan shall also include a Plan "C" Orthodontia coverage at fifty per cent (50%) reimbursement to a lifetime maximum of five thousand dollars (\$5000.00) per person for each permanent employee and their dependents.

26.05 Maintenance of Benefit Coverage

- (a) An Employee while on temporary layoff or unpaid leave of absence, of up to six (6) months, shall continue to maintain coverage in the Medical, Extended Health Care, and Dental benefit plans by paying one hundred percent (100%) of the costs of the premiums beginning the first day of the month following that in which the layoff or leave occurs.
- (b) An Employee who is eligible for WorkSafe BC benefits shall maintain their enrolment in the benefit plans by paying their share of the premium costs.

27.01 Entitlement

- (b) Sick Leave Bank

(iii) deleted

Note: There are no employees that have greater than 1040 hours maximum entitlement as set out in 27.01(b)(i) & (ii).

27.03 Effect of Absence on Sick Leave, Vacations, Statutory Holidays and Clothing Allowances

- (b) Employees shall not earn vacation, sick leave, statutory holidays, and cleaning allowances while they are on:
 - iii. WorkSafe BC benefits in excess of six (6) consecutive months;

28.01 Where an Employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and the Employee is entitled to compensation therefore under the WorkSafe BC, the Employee shall not be entitled to use their sick leave credits for time lost by reason of any such disability.

28.02 All monies received by an Employee by way of compensation for loss of wages under WorkSafe BC shall be paid to the Employer in return for which the Employer shall pay the Employee the full amount of their wages to which the Employee would have been otherwise entitled but for a disability suffered or incurred by him, aforesaid.

28.03 Notwithstanding Clause 28.01 above, all monies received by an Employee by way of compensation for loss of wages under WorkSafe BC shall be paid to the Employer in return for which the Employer shall pay the Employee their normal net take-home pay (as opposed to their regular gross pay).

All references to this "Collective Agreement" or this "Agreement" to be capitalized throughout the agreement.

All references to a "Party" to this Collective Agreement or to the "Parties" to this Collective Agreement to be capitalized throughout the agreement.

Change all references to "Workers Compensation" or "Workers Compensation Board" to WorkSafe BC.

Make any reference to legislation in italics, for example *Workers' Compensation Act*.

SIGNED in the District of Central Saanich in the Province of British Columbia, this 10th day of October, 2017.

REPRESENTING THE EMPLOYER

REPRESENTING THE IAFF LOCAL 4428

"Paddy Bradley"
Paddy Bradley, Executive Director, GVLRA

"Michael Hurley"
Michael Hurley, 6th District Vice President

"Chris Vrabel"
Chris Vrabel, Fire Chief, Central Saanich

"John Robertson"
John Robertson

"Patrick Robins"
Patrick Robins, CAO, Central Saanich

"Forrest Owens"
Forrest Owens