

2012

MEMORANDUM OF AGREEMENT

between the

CITY OF WHITE ROCK  
(hereinafter called "the Employer")

and the

WHITE ROCK FIREFIGHTERS' UNION, LOCAL 2407, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CITY OF WHITE ROCK (hereafter the "Employer") AGREE TO RECOMMEND TO WHITE ROCK CITY COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE WHITE ROCK FIREFIGHTERS' UNION, LOCAL 2407 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (hereafter the "Union") AGREE TO RECOMMEND TO THEIR UNION MEMBERSHIP;

THAT THE COLLECTIVE AGREEMENT COMMENCING 2012 JANUARY 01 AND EXPIRING 2019 December 31 (hereafter 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 shall apply except as specifically varied below.

2. **Term of Agreement**

The Employer 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. **Salaries**

The Employer and the Union agree that the New Collective Agreement shall reflect wage adjustments as follows:

- (a) Effective 2012 January 01, the monthly 4<sup>th</sup> 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

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be rounded to the nearest whole dollar (that is, to \$6,932). All other existing rank indices shall be maintained.

- (b) Effective 2013 January 01, the monthly 4<sup>th</sup> 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.
- (c) Effective 2014 January 01, the monthly 4<sup>th</sup> 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.
- (d) Effective 2015 January 01, the monthly 4<sup>th</sup> 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.
- (e) Effective 2016 January 01, the monthly 4<sup>th</sup> 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.
- (f) Effective 2017 January 01, the monthly 4<sup>th</sup> 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.
- (g) Effective 2018 January 01, the monthly 4<sup>th</sup> 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.
- (h) Effective 2019 January 01, the monthly 4<sup>th</sup> 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.
- (i) Retroactive payments resulting from the wage adjustments from items (a) through (e) above shall be processed as soon as possible following the date of ratification of this Memorandum of Agreement.

4. **Article VI, Section 2 – Gratuities**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article VI, Section 2(c) to read as follows:

“New employees shall commence accumulating gratuity credits at the completion of six (6) months of continuous service.”

5. **Article VI, Section 4 – Medical Services and Dental Plans**

While not to be included in the Collective Agreement, effective 2016 January 01, the Employer agrees to instruct the benefits carrier to amend the Extended Health Care Plan (the “Plan”) to include laser eye surgery within the current combined vision care coverage and increase this coverage from \$400 to \$500 every two calendar years.

6. **Article VI, Section 9 – Leaves of Absence**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the second paragraph of Article VI, Section 9 to read as follows:

“Leave of absence without loss of pay for a maximum period of three (3) working days shall be granted to an employee attending the funeral, or attending to matters related to the death, of a member of his/her family. The family being defined as: spouse, common-law spouse, child, father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, grandparents, grand-children, and ward. With the approval of the Fire Chief or designate, an employee may split this leave entitlement, and the leave must be taken within thirty (30) days following the date of the death.”

7. **Schedule B—Statement of Intent—Uniform Issue**

Effective the date of ratification, the Employer and the Union agree to delete Schedule B.

8. **Letter of Understanding—Flex and Relief Firefighters**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Letter of Understanding to the Collective Agreement titled “Flex and Relief Firefighters” as set out in Appendix 1 of the Memorandum of Agreement.

9. **Letter of Understanding—Uniform Issue**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the Letter of Understanding titled “Uniform Issue” as set out in Appendix 2 of the Memorandum of Agreement.

10. **Grievances**

Effective the date of ratification of the Memorandum of Agreement, the Union agrees to withdraw the two grievances listed below and that these two grievances are fully and finally resolved.

- a. Uniform Issue No. 2407-21 Submitted February 4, 2015
- b. Scheduling of Firefighters (56-day cycle) No. 2407-23 Submitted February 19, 2015

11. **Housekeeping**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to make the following housekeeping amendments:

- (a) delete the paragraph on “Transition” in Article VI, end of Section 2 and change the effective date at the beginning of Section 2 to 2013 January 01;
- (b) change the title of Article VI, Section 4 to “Medical Services, Extended Health Benefits, and Dental Plans”;
- (c) amend the first paragraph of Article VI, Section 4 to state: “All eligible employees covered by this Agreement shall participate in the Medical Services, Extended Health Benefits, and Dental Plans carried by the Corporation with the premiums payable for the Medical Services and Extended Health Benefits Plans being paid fully by the Corporation”;
- (d) amend Article VI, Section 6 to read as follows:

“Section 6: Municipal Pension Plan

All eligible employees shall be covered by the Municipal Pension Plan in accordance with the Rules made under the authority of the Public Sector Pension Plans Act.

All employees eligible for enrolment in Group 5 shall receive a Supplemental Pension Allowance of 0.56% of pensionable earnings to be paid directly to the employee. The payment will be made once per year following the end of the calendar year.”

- (e) delete paragraph (a) in Section 7 of Article VI and the words “Notwithstanding Subsection (a) above,” from paragraph (b);
- (f) delete Article VII, paragraph (b)(3) and re-number the remaining provisions;
- (g) amend Article VII(e)(2) to read as follows: “Pension contributions will cease during the period of the leave. Employees may make arrangements to pay the contributions on return from the leave in accordance with the Municipal Pension Plan rules.”;

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- (h) change “Administrator” to “Chief Administrative Officer” wherever it appears in the Collective Agreement;
- (i) change “Manager of Human Resources” to “Director of Human Resources” wherever it appears in the Collective Agreement;
- (j) update Schedule “A”;
- (k) revise the numbering scheme in the Collective Agreement as follows by mutual agreement and without intent to change the meaning or interpretation of the Collective Agreement:
  - (1) change numbering of Articles from Roman to Arabic;
  - (2) change Section numbers to decimals and drop the use of the word “Section”;
  - (3) ensure that the first level of subheadings under Articles consistently uses decimals as described in (ii);
  - (4) ensure that the second level of subheadings under Articles consistently uses lower case letters in parentheses;
  - (5) the following are for the purpose of illustration:
    - (i) “Annual Vacations” currently described as “Article V, Section 1” becomes “Article 5.1”;
    - (ii) “Length of Leave” currently described as “Article VII(a)” becomes “Article 7.1”;
    - (iii) “Birth Mother” currently described as “Article VII(a)(1)” becomes “Article 7.1(a)”.
  - (6) should the parties fail to reach agreement on the application of the above revisions, the Collective Agreement will retain the existing numbering scheme.
- (l) delete expired effective dates wherever they occur; and
- (m) any other housekeeping changes agreed to during the drafting of the new Collective Agreement.

12. **Drafting of New Collective Agreement**

The Employer 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.

13. **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 19<sup>th</sup> day of April, 2016 in the City of White Rock.

BARGAINING REPRESENTATIVES FOR THE EMPLOYER:

\_\_\_\_\_  
"Phil Lemire"

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"Bob Schlase"

\_\_\_\_\_  
"Ed Wolfe"

\_\_\_\_\_  
"Jacquie Johnstone"

\_\_\_\_\_  
"Robert D'Angelo"

\_\_\_\_\_  
"Darryl Ainsley"

BARGAINING REPRESENTATIVES FOR THE UNION:

\_\_\_\_\_  
"Scott Booth"

\_\_\_\_\_  
"Mike Passas"

\_\_\_\_\_  
"Andrew Cram"

This is Appendix #1 referred to in item #8 of the Memorandum of Agreement

LETTER OF UNDERSTANDING

between the

CITY OF WHITE ROCK  
("the Employer")

and the

WHITE ROCK FIREFIGHTERS' UNION, IAFF 2407  
("the Union")

**RE: FLEX AND RELIEF FIREFIGHTERS**

The Employer and the Union agree that "Flex Firefighter" and "Relief Firefighter" positions shall be based on the following:

1. All terms and working conditions of the Collective Agreement shall apply to Flex Firefighters and Relief Firefighters except where expressly provided otherwise in this Letter.
2. A Flex Firefighter shall work a fifty-six (56) day cycle subject to the following conditions:
  - (a) Up to four (4) of the least senior Firefighters available for active duty may be designated as Flex Firefighters by the Fire Chief. A Firefighter is not considered available for active duty if it is known that the Firefighter will be unavailable for duty for twenty eight (28) or more consecutive calendar days, or if the Firefighter has been unavailable for duty for twenty eight (28) consecutive calendar days.
  - (b) Flex Firefighters shall work no more than three hundred and thirty-six (336) hours and no more than thirty (30) shifts in a fifty-six (56) day cycle at their regular straight time rate. There shall be four (4) fifty six (56) day cycles, one aligned with each platoon. The start of the fifty six (56) day cycle for "A" shift will be the first day shift that falls on a Sunday following the date of ratification of this Letter of Understanding. The subsequent first day shifts for "B", "C" and "D" shift will be the start date for the remaining fifty six (56) day cycles.
  - (c) A Flex Firefighter may be scheduled to any combination of day and night shifts including being required to work straight day or night shifts. A Flex Firefighter shall not work more than six (6) days in each eight (8) day block.

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- (d) Flex Firefighters shall be off duty for two (2) twenty four (24) hour periods in each eight (8) day block. Once the two (2) twenty four (24) periods have been scheduled off, they shall not be changed without forty eight (48) hours' notice.
  - (e) A Flex Firefighter shall not work more than twenty-four (24) consecutive hours. Flex Firefighters who have worked twenty-four (24) consecutive hours shall be granted a break of twenty-four (24) consecutive hours prior to the commencement of their next shift.
  - (f) At least twelve (12) hours' notice shall be provided to Flex Firefighters before a change in schedule.
  - (g) If the Employer does not schedule Flex Firefighters to three hundred thirty and thirty six (336) hours of work, they shall not incur any loss of pay or benefits.
  - (h) Nothing in this agreement limits the ability of the Employer to require a Flex Firefighter to work extra shifts, call-out, or overtime in accordance with the Collective Agreement.
3. Relief Firefighters may be required to work a compressed schedule for up to three (3) consecutive tours of duty with as few as two (2) days off between the tours of duty, provided that their hours of work are reconciled to no more than three hundred and thirty six (336) hours within a fifty six (56) day cycle. The Relief Firefighters' fifty six (56) day cycle shall start on the same day as the start date for the Flex Firefighter aligned with "A" shift.
4. This Letter of Understanding will continue in full force and effect unless it is amended or cancelled by mutual agreement of the parties during a period of collective bargaining.

DATED this 19<sup>th</sup> day of April, 2016 in the City of White Rock.

BARGAINING REPRESENTATIVES FOR THE  
EMPLOYER:

\_\_\_\_\_  
"Phil Lemire"

\_\_\_\_\_  
"Bob Schlase"

\_\_\_\_\_  
"Ed Wolfe"

\_\_\_\_\_  
"Jacquie Johnstone"

BARGAINING REPRESENTATIVES FOR THE  
UNION:

\_\_\_\_\_  
"Scott Booth"

\_\_\_\_\_  
"Mike Passas"

\_\_\_\_\_  
"Andrew Cram"



This is Appendix #2 referred to in item #9 of the Memorandum of Agreement

LETTER OF UNDERSTANDING

between the

CITY OF WHITE ROCK  
("the Employer")

and the

WHITE ROCK FIREFIGHTERS' UNION, IAFF 2407  
("the Union")

**RE: UNIFORM ISSUE**

Article VIII, Section 1, "Uniform Issue," shall be replaced by this Letter of Understanding as long as this Letter of Understanding is in place. The Employer and the Union agree that uniform issue shall be based on the following.

1. Based on the point system, each eligible Fire Department member will select uniform issue as agreed and modified by the Joint Uniform Committee.
  - (i) Initial issue shall be allotted after completion of the probationary period. Initial Uniform allotment shall be as indicated in A & B request forms.
  - (ii) Total point allotment for any year except the year of initial issue and the year of retirement shall be determined by using twenty percent (20%) less than the per year cost of the defined uniform issue items in Article VIII Section 1 of this Collective Agreement (less the battle jacket), based on the quotes received for the year to be purchased in.
  - (iii) Points must be used by the end of the year following the year in which they are issued. Unused points will be forfeited.
  - (iv) Uniform issue in the year of retirement shall be prorated to the number of complete calendar months of service in that year (i.e. a retirement on June 15 provides an entitlement to 5/12 of the annual point issue). Upon retirement, any unused points will be forfeited.
2. White Rock Fire Department members agree to complete and maintain the required Uniform Kit as indicated. The Fire Chief may require inspection of Uniform Kits prior to acceptance of orders for non-kit items. Eligibility for B list items is contingent upon members completing and maintaining the required Kit items and completion of two (2) years of service.
3. White Rock Fire Department members shall be responsible for the laundry and cleaning of all items except those indicated in Article VIII Section 3 of this Collective Agreement.

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4. The Employer and Union agree that A, B, and Initial Kit Issue lists shall form part of this agreement.
5. The Joint Uniform Committee shall meet on a regular basis to review the process and to discuss items for deletion or addition to the appropriate listings.
6. The terms of reference for the Joint Uniform Committee are as follows:
  - a. The Employer and the Union shall on an annual basis in September each designate two representatives to be members on the committee.
  - b. The committee will appoint a person to take minutes of each meeting.
  - c. At a meeting of the committee, the Employer will provide a summary to determine the annual point entitlement as per Article 1(ii) of this Letter of Understanding.
  - d. The committee will review potential product and suppliers and make recommendations on the same.
  - e. The committee will review the items available on the A and B list and make recommendation for the addition or deletion of items.
  - f. Any additions or deletions to the “A” list items require the approval of the Executive of the Union and the Fire Chief.
7. This Letter of Understanding will continue in full force and effect unless it is amended or cancelled by mutual agreement of the parties during a period of collective bargaining.

DATED this 19<sup>th</sup> day of April, 2016 in the City of White Rock.

BARGAINING REPRESENTATIVES FOR THE  
EMPLOYER:

“Phil Lemire”

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“Bob Schlase”

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“Ed Wolfe”

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“Jacquie Johnstone”

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BARGAINING REPRESENTATIVES FOR THE  
UNION:

“Scott Booth”

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