Memorandum for Settlement

The City of Vancouver and

The Vancouver Firefighters' Union, Local 18

The Parties agree to the following amendments to the Collective Agreement which expired December 31, 2019.

Any issue not included in the Memorandum, from the original list of proposals submitted by either the City or the Union, is deemed to be withdrawn without prejudice.

Notwithstanding the previous paragraph, it is recognized that the Parties have reached agreement on twenty eight (28) distinct changes to the Collective Agreement ("Green Sheets," and Schedule "D" revisions of March 18, 2019, and the Service Leave Letter of Understanding of July 16, 2021; see Appendix 1 hereto). These are agreed to be part of any settlement, whether reached voluntarily or at arbitration.

This Memorandum is reached on a "Without Prejudice" basis with respect to any interest or rights arbitration between the Parties to conclude the renewal of a Collective Agreement, or any other dispute between the Parties. In the event that the Memorandum is not accepted as a whole or the Parties are unable to reach a negotiated settlement, none of the provisions of this Memorandum 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 2020 or any subsequent round of collective bargaining.

Both Parties will recommend, without reservation, the acceptance of this Memorandum for Settlement by their respective principals.

It is understood that both Parties will bring this Memorandum to their principals within forty-five (45) days of reaching an agreement in principle, for the purpose of ratification.

Although it is understood that if ratified, the terms of this settlement agreement are made on a with prejudice basis, except as stated herein, 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 wages, 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.

SIGNED ON BEHALF OF THE EMPLOYER Per:

Authorized Signatory

SIGNED ON BEHALF OF THE UNION

Authorized Signatory

October 27, 2021

Authorized Signatory

October 27 2021

Date

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1. Amend Article 2: Term of Agreement

This Agreement shall be for a term of twenty-four (24) months with effect from 2020 January 01 to 2021 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. Amend Article 5: Hours of Work

5. HOURS OF WORK

- (d) (iii) Other workingconditions and fringe benefits shall remain those employees required to work a four-day week except as specifically amended by this Clause 5(d).
 - (iv) Each employee required to work a four-day week shall be credited with 8.75 hours in the case of a 35 hour week and 10 hours in the case of a 40 hour week in his/her overtime account with respect to each public holiday which falls on or is observed on one of the employee's scheduled days off.
 - (v) Each employee required to work a four-day week, shall be debited with 1 ¾ (one and three quarter) hours in the case of a 35 hour week and 2 hours in the case of a 40 hour week with respect to each public holiday which falls on or is observed on one of the employee's scheduled days of work.
 - (vi) Nothing contained in this Agreement shall prevent the Union and the Employer from mutually agreeing at any time to amend this schedule of hours.
 - (vii) It is understood and agreed that, in the event of an emergency, the Fire Chief may require that for the duration of the emergency the employees of the following branches revert to the <u>a</u> five-day work week consisting of 8 hours daily, inclusive of 1 (one) hour lunch break in the case of a 35 hour week and a 25 <u>30</u> minute lunch break in the case of a 40 hour week.

Training Department
Building and Facilities Division
Mechanics Shop
Division Chief Logistics and Safety
Fire Prevention Division

For the purposes of this Clause 5(d)(vii), 'emergency' shall be defined as a state of civic emergency, provincial emergency, national emergency, or national catastrophe as declared by the Mayor, Premier or Prime Minister or their designates.

(viii) An employee who is temporarily required to accept the responsibilities and carryout the duties of a senior position or rank because of the absence of the incumbent due to the four-day work week shall not be entitled to be paid at the rate for the senior position or rank.

- (ix) An employee who is required to accept the responsibilities and carry out the duties incident to a senior position or rank for reasons not due to the four-day work week shall retain as his/her days off those days assigned to him/her by operation of the four-day work week.
- (x) See Green Sheet
- (xi) It is understood and agreed that at the end of each calendar year there will be a joint review of the personnel records of the employees who have worked a four-day work week pursuant to this Clause 5(d) to ensure that such employees have neither gained nor lost benefits under the Gratuity and Sick Leave Plans as a result of having worked a four-day work week in the Branch rather than a five-day work week. Any necessary adjustment to entitlement under the Sick Leave and Gratuity Plans shall be made to the nearest half day.

3. Amend Article 6: Overtime

- (a) Except for Fire Prevention Inspectors and Fire Prevention Officers, An employee who is required to work overtime of fifteen (15) minutes or more in excess of and immediately preceding or following the completion of the employee's regular shift shall be paid at 1 1/2 (one and one-half) times the hourly rate of the employee computed on the basis of the employee's normal working hours. Any time worked by Group 2 employees over 12 hours shall be paid at the rate of two (2) times their regular rate of pay.
- (b) In order to qualify as overtime under Clause 6(a) above, the requirement for an employee to work overtime preceding the employee's regular shift must be accompanied by twelve (12) hours' notice.
- (c) When computing the payment of overtime under this Clause 6, all time worked by an employee from the time the employee completes their regular shift until the employee has been relieved of further duties, shall be deemed to be overtime. Where an employee's duties require them to leave their regular place of work, the employee shall not be deemed to be relieved of their duties until they return to their place of work, e.g. the Fire Hall at which they are stationed.
- (d) A Fire Prevention Inspector or Fire Prevention Officer who is required to work overtime on night inspections, shall at the time of working such overtime elect whether to be paid for the overtime or receive compensating time off in lieu thereof. Overtime pay shall be calculated on the basis of time and one-half the standard rate of pay for each hour worked in excess of the hours of duty set out in Clause 5(c), and compensating time shall be calculated on an equivalent basis of 1 1/2 (one and one-half) times each hour of overtime worked.

"NEW Article to be incorporated in drafting; has application to Article 6 and 7" Group 2 Time Bank

- (a) The employees occupying positions set forth in Group 2 of the said Schedule "A" shall at the time of working Overtime and Extra Shifts elect whether to be paid at the applicable premium rate, or receive compensating straight time off in lieu (except that, as provided in Article 6(d), compensating time off in lieu for Fire Prevention Inspectors or Fire Prevention Officers required to work overtime on night inspections shall be calculated on an equivalent basis of 1 1/2 (one and one-half) times each hour of overtime worked).
- (b) Time off in lieu will be scheduled applying the principles stated in Schedule BB, Part F.
- (c) The time off in lieu bank maximum balance is 35 hours.
- (d) Any remaining hours from the previous year's banked time will be paid out in the pay period following June 30, at the premium rate and salary rate at which it was earned.

4. Amend the Mechanics Shop, Shift Pattern LOU

- E. Shift Details
- 7. Overtime will be paid for hours worked beyond the regular shift, in accordance with Clause 6 of the Collective Agreement, except that the employees covered by this LOU will not be entitled to double time as a result of working over 12 hours.
- K. Dispute Resolution
 - 1. During the first year (if applicable), the Parties will meet every three (3) months to review concerns with the new shift configuration. The Parties agree to review at each of these meetings whether the start time can reasonably be changed to 07:00 hours during the course of the Trial. Each of these meetings shall also include a review of the performance measures outlined in C, and compliance with the principles outlined in B.

^{**} Note: The Parties agree to review this LOU to incorporate, effective the date of ratification of the 2020 Collective Agreement, the bargained increase to the deemed duration of shifts from 8 hours to 10 hours for the purpose of calculating public holiday compensation, gratuity credits and sick leave credits for employees required towork a four-day 40 hour work week, if applicable. If applicable, this LOU to the Collective Agreement Article 5 Hours of Work will be amended to reflect the re-lettering of Article 5 as required under the March 5, 2020 Green Sheet re Article 5.

5. Amend Article 9.1

- 9.1 Pay and Compensation
 - (a) An employee who is required to accept the responsibilities and carry out the duties incident to a position or rank senior to that which the employee normally holds shall be paid at the rate for the senior position or rank while so acting and, if injured while on duty in such position or rank, shall be compensated for the injury at the rate for the senior position or rank.
 - (b) Notwithstanding Article 9.1(a), a Group 2 employee who is temporarily required to accept the responsibilities and carry out the duties of a senior position or rank because of the absence of the incumbent due to their four-day work week shall not be entitled to be paid at the rate for the senior position or rank. This exception to Article 9.1(a) may only be applied to 1 of the 3 regularly scheduled days off of the incumbent.

6. Add to Article 13 and renumber as required:

13.8 Training

- (a) When the Employer calls 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; and
 - (iii) any other information that could impact the employee's application, e.g.,if and when the course will be offered again.
- (b) The Employer may, for training purposes with a minimum of 30 days' notice:
 - (i) Change an employee's shift from night to day shift;
 - (ii) Change the date of a employee's shift and such changes shall be anchored to and 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; and
 - (iii) Reschedule vacation/service leave when the affected employee agrees to attend training that occurs during his/her scheduled vacation.
- (c) The requirement for thirty (30) days' notice in (b)(i) and (b)(ii) above can be waived by mutual agreement between an employee and the Employer in order to fill a vacancy created by another employee withdrawing from training.

- (d) The Employer will use best efforts to reschedule only that portion of an employee's vacation which conflicts with scheduled training.
- (e) If an employee agrees to attend training while on vacation other than as covered in (b)(iii) above, they will be paid in accordance with the Extra Shift clause of the Collective Agreement.
- (f) In the event that there is a direct conflict between Article 13.8 and Schedule C (Officer Development Program) as it applies to participants during their participation in the Officer Development Program, the terms of Schedule C shall prevail. In the event of any schedule change for training purposes, this Clause prevails over the terms of Schedule E (Cross Shifting).

7. Amend Schedule "BB" and Integrate into the Collective Agreement:

The Parties agree to revise Schedule BB as required by the introduction of Article 13.8, and to remove content in Schedule BB which has expired. The revisions to the Collective Agreement required under Clause 15 and Clause 21 of Schedule BB will also be made at that time.

8. Amend Schedule "D" as follows:

- 2. Hours of Work and Working Conditions for Relief Firefighters in the Pool
 - j Paragraph 1 of the Training Letter of Understanding Articles 13.8(b) and 13.8(c) of the Collective Agreement do not apply to Relief Firefighters.

9. Amend Schedule "E" as follows:

- 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 employee's regular assigned shift and their return to their regular assigned shift.
- 3. 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.

4. The Employer and an employee may mutually agree to less notice than the minimums set out in this Schedule, except that in any schedule change for training purposes, the parameters under Article 13.8 prevail.

14. EMPLOYMENT EQUITY

- (a) The City and the Union are committed to building a respectful workplace that is inclusive of and welcoming of diversity.
- (b) The Employer and the Union will create a joint Culture and Equity Committee that will meet at least once quarterly. The Employer and the Union will each independently appoint three (3) members to the committee. Employees appointed to the committee will be compensated as per the Collective Agreement.
- (c) The Committee will work to identify obstacles, barriers, and gaps which negatively impact diversity and inclusion in the workplace, and further, to develop an accountable action plan to overcome the obstacles, barriers, and gaps identified.

11. Amend Article 20

20. OCCUPATIONAL HEALTH PLAN HEALTH AND WELLNESS

All employees covered by this Agreement are subject to the provisions of the Occupational Health Plan as agreed to by the Employer and the Union.

- (a) The Employer will dedicate \$50,000 annually to support departmental health and wellness initiatives and activities. To clarify, the dedicated funds are not intended to cover costs related to the purchase of capital assets, i.e.: gym equipment.
- (b) The Parties will establish a Health and Wellness Committee to be comprised of up to three (3) members appointed by the Union and up to three (3) members by the Employer.
- (c) The Health and Wellness Committee shall meet at least twice per year. It is understood that the Health and Wellness Committee is an advisory committee that reviews and provides recommendations to the Fire Chief regarding initiatives and activities considered.
- (d) <u>Any recommendations by the Health and Wellness Committee will be reviewed by</u> the Fire Chief for final approval.

12. Add Schedule G: 24 Hour Shift to the Collective Agreement, see Appendix 2 Hereto

Schedule G replaces the Covid LOU and Addendum.

13. Amend Article 24 as needed, including the following changes:

Include Schedule "G" and Schedule "H"

Wherever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine wherever the context so requires.

14. Gender Neutrality for the Collective Agreement

The Employer and the Union will work collaboratively during the drafting to revise the Collective Agreement to make it gender neutral when it is printed.

15. Amend Article 11.1(c) Group II Employees Only

The Employer and the Union will work collaboratively during the drafting to integrate the Service Leave Letter of Understanding of July 16, 2021 into the body of the Collective Agreement when it is printed.

16. Amend Schedule "A"

- a. General Wage Adjustments shall be two and one-half percent (2.5%), effective on January 1st of each year of the 2 year Term of the renewal Collective Agreement beginning on 2020 January 1, 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.
- b. Schedule A of the Collective Agreement will be revised to reflect these increases.
- c. Retroactive payments including pension contributions resulting from the General Wage Adjustments shall be processed as soon as possible following the date of ratification and shall apply to and include all employees 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.
- d. Add the following paragraph to the end of Schedule "A":

*** Effective January 1, 2020, the method of administering payroll will not result in employees being paid any less than the Monthly Salaries stated in Schedule A.

SIGNED ON BEHALF OF THE EMPLOYER	SIGNED ON-BEHALF OF THE UNION
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Authorized Signatory	Authorized Signatory
October 27, 2021	October 29, 2021
Date	Date

APPENDIX 1 GREEN SHEETS, SCHEDULE D REVISIONS OF MARCH 18, 2019 & SERVICE LEAVE LETTER OF UNDERSTANDING OF JULY 16, 2021

DATE	DESCRIPTION	<u>TAB</u>
March 18, 2019	Schedule D Revisions	1
January 8, 2020	Overpayment Recovery Clause and Article 5(a)	2
January 9, 2020	Article 13.1 Promotional Policy and Schedule "C"– Union Proposal WOP	3
March 5, 2020	Article 5 Hours of Work – Agreed Proposal signed	4
March 5, 2020	Article 3.1 Deductions and Remittance – Agreed Proposal signed	5
March 5, 2020	Article 3.2 Seniority and Service – Agreed Proposal signed	6
March 5, 2020	Article 9.3 Criteria – Agreed Proposal signed	7
March 5, 2020	Article 12.6 Supplemental Pension Allowance – Agreed Proposal signed	8
March 5, 2020	Article 13.2 Probationary Period – Agreed Proposal signed	9
March 5, 2020	Article 16(d) Union Officials – Agreed Proposal signed	10
May 26, 2021	Green Sheet – Employer Proposal – Schedule "A" Classification Public Education Rates	11
May 26, 2021	Green Sheet – Union – 12.8(e)(2) Maternity and Parental Leave MPP	12
May 26, 2021	Green Sheet - Union - 12.9 Reservists' Leave LOU	13
May 26, 2021	Green Sheet – Union Article 19.(a).(2)	14

DATE	DESCRIPTION	TAB
May 26, 2021	Green Sheet - Union - Article 5(d)(x)	15
May 26, 2021	Green Sheet – Union – Article 5 Superfluous Comma	16
May 26, 2021	Green Sheet – Union Counter 12.7 Compassionate Leave	17
May 26, 2021	Green Sheet - Union Counter on Article 12.8	18
May 26, 2021	Green Sheet – Employer Proposal – Schedule F(1)(b)	19
May 26, 2021	Green Sheet - Employer Proposal - Clause 4.2	20
May 31, 2021	Green Sheet - Employer Proposal - Schedule BB(D)(9)	21
May 31, 2021	Green Sheet – Employer Proposal – Clause 12.3(A)(8) and 12.3(B)(4)	22
May 31, 2021	Green Sheet – Employer Proposal – Clause 18 – Expedited Arbitration	23
June 10, 2021	Green Sheet - Employer Proposal - Clause 12.5(b)(c)(f)	24
June 17, 2021	Green Sheet - Employer Proposal - 11.1(b) Group 2 Vacation	25
July 16, 2021	Green Sheet - Employer Proposal - ODP Examples	26
July 16, 2021	Green Sheet – Employer Proposal – Schedule "H" (NEW) Relatively Equal	27
July 16, 2021	Service Leave Letter of Understanding	28

Appendix 2

Schedule "G"

Agreement

BETWEEN:

CITY OF VANCOUVER

(the "Employer")

AND:

VANCOUVER FIREFIGHTERS' UNION - IAFF LOCAL 18

(the "Union")

(Collectively referred to as the "Parties")

Re: 24 Hour Shift Schedule

This Schedule is agreed without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the Parties. This Schedule will not be disclosed or used by the Parties for the purposes of future rights arbitrations, except to enforce the terms of this Schedule. This Schedule is admissible and may be relied on by the Parties at interest arbitration.

WHEREAS Group 1 employees of VFRS have been working on a 24 hour shift schedule since March 26, 2020,

THEREFORE the Parties agree as follows:

SCOPE

- 1. This Schedule applies to Group 1 employees of VFRS
- 2. The Collective Agreement applies except as expressly stated herein.
- 3. <u>In the event of a conflict between this Schedule and the Collective Agreement, this Schedule supersedes.</u>

DEFINITIONS:

Day Shift: The 12 hour portion of the 24 hour shift from 0800-2000

Night Shift: The 12 hour portion of the 24 hour shift from 2000-0800

Set: Two regularly scheduled 24 hours shifts that have 48 hours off between them

24 Hour Shift

- 4. Group 1 employees shall work on shifts that are a minimum of 24 hours each. The platoonsystem will continue, and an averaged 42 hour per week shift schedule over 56 days shall be maintained.
- 5. As a general rule, for the purpose of this Schedule, where a "shift" is referenced in the Collective Agreement, it is understood that 1 (one) 24 hour shift shall be equal to 2 (two) shifts in the Collective Agreement.
- 6. This Schedule is made based upon the principle that there is neither any additional salary or benefit cost to the Employer nor any reduction in the salaries or benefits received by employees.
- 7. Should there be any conflict between this Schedule and the Fire Department Act, the Parties agree not to initiate action to enforce the provisions of said Act.

Family Day

- 8. The Parties agree to follow terms for Family Day, outlined below, with the exception that employees will be required to notify the Department which one (1) of the following options they wish to select for their Family Day leave entitlement with a minimum of 30 days' notice provided to the Employer in advance of their scheduled leave date.
 - 1) Work the 24 hour shift on the leave date previously scheduled by the Employer and have Family Day leave paid out;
 - 2) Work the Day or Night Shift and take Family Day Leave for the remainder of the shift;
 - 3) <u>Utilize banked Gratuity or deferred Vacation and Public Holiday leave from a prior year for the Day Shift and Family Day Leave on the Night Shift.</u>
- 9. Those employees who elect to work the 24 hour shift on the leave date scheduled by the Employer will have their Family Day Statutory Pay paid out no later than the 2nd pay period in the quarter that follows the one in which they were scheduled to work.

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Mid-shift Book-Offs Due to Illness or Non-Occupational Injury

10. The Parties agree to amend Policy #6.16.00 (Leave - Sickness and Injury) insofar that a 24hour shift would be split into two (2) twelve (12) hour shifts for the purposes of absence coding, and if an employee were to book-off due to illness or non-occupational injury during the Day Shiftportion of a 24 hour shift, the employee would be considered to have worked the entireshift after 1400 hours, and if an employee were to book-off due to illness or non-occupational injury duringthe Night Shift portion of a 24 hour shift, the employee would be considered to have worked the entire shift after 0200 hours.

Voluntary Cross Shifting – Officer Rank

11. When an employee who is an officer has voluntarily cross shifted to act in an Assistant Chief or Battalion Chief role, they are required to report back to their permanently posted shift prior to cross shifting to another shift. The employee is not required to physically report to their permanently posted shift; however, they must be time-leveled within a current or future 56 day cycle prior to cross-shifting to another shift.

Training

- 12. The Parties agree that the Employer can change an employee's Set to four consecutive days for training with a minimum of 30 days' notice.
- The Parties further agree that the Instructor Allowance pay will be one (1) hour per period of instruction up to a maximum of two (2) premiums per 24 hour shift. Preapproval is required in any circumstance where more than one Instructor Allowance is to be paid in a 24 hour shift.

Schedule "D" Relief Pool

- 14. <u>Notwithstanding paragraph 4 herein, Relief Pool Firefighters shall work on shifts that are a minimum of 12 hours each.</u>
- 15. <u>In addition to the start and end time identified in paragraph 3(a)(ii) of Schedule "D", Relief Pool Firefighters may start a shift or end a shift at 20:00.</u>

Joint Committee

- There may be implications of this change under the Collective Agreement that the Parties have not yet identified or considered. They recognize that issues may arise, and the intention is to address them promptly, cooperatively, reasonably, and in accordance with the Collective Agreement. Specifically, and without limitation, average hours worked, regular compensation, and paid leave will remain the same.
- 17. The Employer and the Union will establish a joint committee with a mandate to address and resolve these issues and all details required to ensure operationally effective, efficient, and cost neutral implementation of a 24 hour shift schedule.
- 18. The Committee will be comprised of at least four (4) members, with an equal number of representatives appointed by each Party.

- 19. The Committee will convene regularly and will address matters including, but not limited to:
 - a. <u>Scheduling training, ODP, Personal Leaves, Vacation (including</u> abilityto amend schedule to 10 hour shifts for straight day training)
 - b. Residency requirements
 - c. Administration of Leaves
 - d. Book offs (WorkSafeBC (first day), Sick Leave (first day))
 - e. Elections
 - f. Callout and Extra Duty Shifts
 - g. <u>Time levelling</u>
 - h. <u>Unforeseen Collective Agreement implications/knock-on impacts.</u>
- 20. The work of the Committee will be entirely without prejudice.
- 21. Recommendations from the Committee will be referred to the next round of bargaining to commence following January 1, 2024.
- 22. The Parties shall meet on request by either Party to review and resolve time-levelling adjustments related to the transition to the 24 hour shift in March 2020 and/or transition from the 24 hour shift should this schedule be properly terminated as per Clause 23.

DURATION

- 23. If there is a dispute between the Parties on which the Committee does not reach a recommendation for resolution under Point 21, either Party may serve notice to terminate this Schedule, however:
 - a. Notice to terminate this Schedule shall not be issued before January 1, 2024;
 - b. Notice to terminate this Schedule can only be issued prior to the round of collective bargaining which follows January 1, 2024, and if issued, must be served before that round of bargaining begins;
 - c. If notice to terminate this Schedule is served under 23(b), such notice shall not take effect until the conclusion of that round of collective bargaining.

 (For clarity, this Schedule will remain in effect after notice to terminate is served and until the new Collective Agreement is ratified or concluded by way of interest arbitration; and
 - d. <u>If notice is not served under 23(b), this Schedule may only be terminated</u> by agreement of the Parties.

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Appendix 3

LETTER OF UNDERSTANDING

BETWEEN:
CITY OF VANCOUVER (the "Employer")

AND:
VANCOUVER FIREFIGHTERS' UNION
LOCAL 18 (the "Union)

RE: Additional Coverage for Contraceptives

The Union and the Employer agree as follows:

- 1. Effective the first day of the month after the Collective Agreement is ratified by both Parties, the Extended Health Care Plan (the "Plan") shall include, among other benefits, and subject to the terms and conditions of the Plan, coverage for contraceptive drugs, both oral and non-oral devices, when prescribed by a doctor and as approved by Health Canada.
- 2. This provides coverage over and above that which may have already been provided under the Plan, which prior to this LOU may have included coverage for contraceptives prescribed for the treatment of an illness or injury.
- 3. The Parties agree that for the purpose of this LOU "subject to the terms and conditions of the Plan" includes reasonable and customary limits.
- 4. This LOU is entirely without prejudice except to enforce its operation. For clarity, it is inadmissible in any other proceeding, including in particular the arbitration of Grievance #299-19 (the Green Shield Grievance).

SIGNED ON BEHALF OF THE EMPLOYER Per:	SIGNED ON BEHALF OF THE UNION Per:
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October 27, 2021	oct 27, 2021
Date	Date





Agreed Proposal May 25, 2021

To add to Clause 18 as follows:

Clause 18 ARBITRATION PROCEDURE

18.1 Formal Arbitration Process

No change to existing language of current Clause 18.

18.2 Expedited Dispute Resolution Process

The Parties may, by mutual written agreement, refer a grievance filed at arbitration, except a policy grievance, to the expedited process as follows:

(a) Arbitrator

- (i) The Parties agree to use one of the following arbitrators to hear the grievance:
 - Amanda Rogers
 - Jessica Gregory
 - Elaine Doyle
 - Allison Matchesky
 - John Hall
 - Julie Nichols
- (ii) The Parties shall meet at the earliest possible time to select a single arbitrator from the list by mutual agreement.
- (iii) Should the Parties be unable to meet and mutually agree to an arbitrator, one will be selected from the list by random draw.
- (iv) If the Parties are unable to agree on the date(s) for the arbitration, the selected arbitrator shall be directed by the Parties to peremptorily set the date(s).

(b) Fees

(i) The Parties shall equally share the costs of the fees and expenses of the expedited arbitration.

(c) Summary of Issues

- (i) The process is intended to be informal; the parties agree not to use external lawyers, and the City commits not to use lawyers from the City's Legal Department, to represent in the expedited arbitration forum.
- (ii) The parties agree that no briefs will be filed nor transcripts of the proceeding be made.

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- (iii) The parties will make every effort to narrow the issues through disclosure of documents and agreed statements of fact. Finalization and exchange of said documents shall occur no later than ten (10) days prior to the date of hearing.
- (iv) Jurisprudence is limited to a maximum of two (2) documents.
- (v) Witnesses testifying at the hearing are limited to a maximum of one (1)

(d) Procedure

- (i) All presentations, beginning with the party who initiated the grievance, shall be concise, with an emphasis on providing a comprehensive opening statement. Unless it is mutually agreed, each Party shall be limited to a four (4) hour presentation. Under no circumstances shall a hearing exceed two (2) days.
- (ii) The arbitrator may directly ask questions of a witness.
- (iii) Both parties will be provided an opportunity to present a brief summation prior to the proceeding concluding.

(e) <u>Mediation Assistance</u>:

(i) Prior to Hearing:

In advance of the hearing, by mutual agreement, a Party may direct that the arbitrator begin proceedings in a mediator role. Any such referral shall be communicated to the arbitrator at least 24 hours prior to the commencement of the hearing. Notwithstanding a referral to mediation, the Parties shall deliver their opening statements prior to the arbitrator begin proceedings in a mediator role

(ii) After Submissions:

At any time during the hearing, or at the completion of the hearing, but prior to the delivery of a decision, a Party may request that the arbitrator assist in mediating a resolution to the grievance.

(iii) If mediation is not requested, or fails, and an expedited arbitration proceeds, a decision shall be rendered as outlined below.

(f) Issuance of Report

- (i) The arbitrator shall render their decision as soon as practicable. Averbal decision at the conclusion of representations is encouraged, but in any case, a written decision shall be forwarded within ten (10) days of a hearing.
- (ii) The written decision will contain limited analysis and provide reasons for the decision only to the extent that the arbitrator deems necessary to convey the findings.

(g) Status of Report

- (i) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either Party in any subsequent proceeding.
- (ii) All settlements of matters referred to the expedited process which are reached through mediation or decision shall be without prejudice.

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(iii) All settlements of matters referred to the expedited process shall be final and binding upon the Parties.

(h) List of Arbitrators

- (i) Arbitrators placed on the list referenced in 18.2(a)(i) shall have the authority to remove themselves from the list at their own request.
- (ii) When a vacancy on the list is created s a result of an arbitrator removing themselves, the Parties shall meet at the earliest opportunity to appoint a new arbitrator to the list.
- (iii) Notwithstanding the above, the Parties agree to meet annually or at the request of the other Party to review and update the list referenced in 18.2(a)(i)

Karen Fry, May 31, 2021

Kevin Jeske, May 31, 202

Robert Weeks, June 10, 2021

Agreed Proposal – Article 11.1(b) Group 2 Vacation Housekeeping June 8, 2021

The parties agree to Amend Article 11.1 (b) as follows:

- (b) Those employees who are employed in the positions set forth in Group II of the said Schedule "A" (which employees are hereinafter referred to as "Group II employees") shall be entitled to the following paid annual vacations:
 - (i) Group II employees leaving the service in less than 12 months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act:
 - (ii) in the first part calendar year of service, vacation will be granted on the basis of 1/12th (one-twelfth) of 15 calendar days 9 duty shifts for employees working a four-day work week and 11 duty shifts for employees working a five-day work week for each month or portion of a month greater than ½ (one-half) worked by 31 December;
- (iii) during the second calendar year of service 9 duty shifts for employees working a fourday work week and 11 duty shifts for employees working a five-day work week 15 calendar days:
- (iv) during the third up to and including the tenth calendar year of service 13 duty shifts for employees working a four-day work week and 16 duty shifts for employees working a five-day work week 22 calendar days;
- (v) during the eleventh up to and including the twenty-third calendar year of service except during the twenty-first calendar year of service of the Group II employees 17 duty shifts for employees working a four-day work week and 21 duty shifts for employees working a five-day work week29 calendar days;
- (vi) during the twenty-first calendar year of service of the Group II employees 20 duty shifts for employees working a four-day work week and 25 duty shifts for employees working a five-day work week35 calendar days;
- (vii) during the twenty-fourth and all subsequent years of service 21 duty shifts for employees working a four-day work week and 26 duty shifts for employees working a five-day work week36 calendar days.

Karen Fry, June 10, 2021

Kevin Jeske, June 10, 2021

Robert Weeks, June 16, 2021

Craig Lanthier, June 16, 2021

City of Vancouver & IAFF Local 18 Bargaining 2020 (CA Expiring Dec 31, 2019)

The parties agree to the following amendments to the Collective Agreement between the parties:

1. Add New Clause "Overpayment Recovery" and re-number CA accordingly

"When an employee, through no fault of his or her own, has been overpaid, such overpayment can be recovered by the Employer subject to:

- (a) Prior to any action initiated by the Employer, the employee is to be provided the following in writing:
 - i. the amount of the overpayment and how it was calculated, and
 - ii. adequate explanation as to the circumstances that gave rise to the overpayment.
- (b) Should the employee choose, a period of up to nine (9) months from the date of notification shall be provided, for the employee to work and allocate hours towards the debt.
- (c) If applicable, subsequent to the nine (9) month period referred to in XX(b), where the amount of the overpayment is in excess of fifty dollars (\$50), recovery action shall be limited to ten percent (10%) of the employee's pay each pay period until the entire amount is recovered unless the employee indicates that they would prefer to repay the amount owed at a greater percentage."

AND

2. Amend Article 5(a):

"The regular hours of work for all employees occupying positions set forth in Group I of the said Schedule "A" shall average not more than forty-two (42) hours per week and shall be two (10 hour) day shifts followed by two (14 hour) night shifts followed by 96 hours off"

January 8,2020

Union Proposal WOP January 9, 2019

City of Vancouver & IAFF Local 18 Bargaining 2020 (CA Expiring Dec 31, 2019)

The parties agree to the following amendments to the Collective Agreement between the parties:

1. Amend Article 13.1

13.1 Promotional Policy

"With regard to promotions, it is agreed that, other things being equal, effect shall be given to seniority. The provisions of Section 40 of the City Officials' By-law shall apply in respect to promotions."

2. Amend Schedule "C" Section 39

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.

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January 9th, 2020

Tan 9 2020

January 9,2020

Agreed Proposal March 5, 2020

12.6 Supplemental Pension Allowance

- The parties have agreed to the LOU Individual Grievance Union Grievance #300-19 | 1. Employer Grievance #20190300 - Jeff Coroliuc TFSA-MPP Contributions dated March 5, 2020
- 2. The Employer will withdraw its Proposal #7 - Delete Clause 12.6.

Robert Weeks

Craig Lanthier

March 5 2020

DAWN Koop Moveh 5,2000

21 Danle Read March 5,2020,

Amend and replace Article 3 with the following:

3. UNION SECURITY

3.1 Deductions and Remittance

- (a) All employees covered by the Union Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction. This deduction shall become effective on the first day of the month coincident with or next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the Employer on the final day of the first pay period in that month. Deductions shall be made in respect of all subsequent months provided an employee works any part of the month.
- (b) All employees covered by the Union Certificate of Bargaining Authority, and identified by the Union as required to pay an initiation fee, shall pay an initiation fee equal to an amount stipulated by the Union. Such payment is to be made by payroll deduction and shall become effective within one month of the request by the Union.
- (c) All employees covered by the Union Certificate of Bargaining Authority shall pay to the Union, periodic assessments or levies stipulated by the Union that are equally applied to all employees in the bargaining unit. Such payment is to be made by payroll deduction and shall become effective within one month of the request by the Union.
- (d) The Employer must honour an employee's written request for an assignment of wages to the Union related to a debt to the Union. The assignment is to be made by payroll deduction and shall become effective within one month of the request by the Union, provided that:
 - (i) To cancel an assignment, an employee must give notice in writing to both the employer and the Union, and;
 - (ii) The assignment shall not be for the purpose of collecting a fine or penalty imposed by the Union.

(e) The arrangements covered in (a), (b), (c) and (d) above shall remain in effect for so long as this Union remains the recognized bargaining authority and provided membership in the Union remains on a voluntary basis and is not a condition of employment.

Robert Weeks

March S, 2022

Daniel V

Much 5, 2020

craig Lanthier

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Agreed Proposal March 5, 2020

JAWN KOUP Merch 5,2020.

Add to Article 3 the following:

3.2 Seniority and Service

- Continuous Employment 1.
 - (a) For the purposes of this agreement, "continuous employment" shall mean the length of continuous employment of an employee with the City of Vancouver. The continuity of employment can only be broken by the final termination of employment.
- 2. Seniority and Service
 - (a) Seniority is determined by an employee's length of service within the bargaining unit, commencing on the date of the employee's original date of employment with the Department, which includes training.
 - (b) Probationary employees shall be ranked according to their administrative identification order, to be determined in the same manner as described in Clause (d)
 - (c) Service for the purpose of the Agreement accrues throughout the time that an employee accrues seniority.
 - (d) For employees hired after XX (ratification), where two or more employees have the same original date of employment, their respective positions on the Seniority List shall be established by date of birth. For clarity,
 - Should two or more employees have the same original date of employment the employee with the earlier date of birth shall have the higher seniority.
 - Should two or more employees have the same original date of employment (ii) and the same date of birth, a lottery system will be used to determine their respective seniority order.
 - (e) Seniority shall accrue so long as an employee remains in the employ of the Department, in a position within the bargaining unit, except when:
 - An employee is on an approved General Leave of Absence Without Pay, as (i) directed in Clause 12.10 (f), or
 - (ii) An employee who is Laid Off, as directed in Clause 19(e), or
 - Agreed otherwise in writing between the Union and the Employer. (iii)
 - Seniority shall be forfeited in cases of:
 - Final termination of employment: Resignation, Retirement, Termination for (i) just and reasonable cause or Layoff as directed in Clause 19(e);
 - Taking a position outside of the bargaining unit; or (ii)
 - Written agreement to forfeit seniority between the Union and the Employer.
 - (g) The Employer shall provide the Union an updated Seniority List once annually. The current Seniority List shall be posted in each worksite.

Robert Weeks Porch 5,2020

Craig Lothier March 5 2020

^{*}Clause 13.2 shall be updated to incorporate fifteen months

^{*}Clause 19 shall be updated to remove reference to the "lottery system"

Agreed Proposal March 5, 2020

Amend Article 5 as follows:

Article 5 – HOURS OF WORK

- (a) The regular hours of work for all employees occupying positions set forth in Group I of the said Schedule "A" shall average not more than forty-two (42) hours per week, and shall be two (10 hour) dayshifts followed by two (14 hour) night shifts followed by 96 hours off, with the exception of a new Group 1 employee in their Initial Training Period (which begins on original date of hire in the Department and ends when first assigned to work in Suppression). The regular hours of work for a new Group 1 employee during the Initial Training Period shall average not more than forty-two (42) hours per week and shall be five (5) shifts (of 10 hours or less), followed by a minimum of two calendar days off.
- (b) When a new Group 1 employee completes their Initial Training Period, the employee is assigned to a shift (A,B,C, D) in Suppression with the regular hours of work of all other Group 1 employees. For the purpose of time-leveling (ensuring that no more than 28 shifts are scheduled within the 56 day cycle) in which the employee is assigned to a shift (the Transition Cycle), each shift worked in the Initial Training Period in the Transition Cycle will count as 1 shift, except that a 5 consecutive shift work week in the Initial Training Period as described in 5(a) shall for the purpose of time levelling in the Transition Cycle be deemed to be 4 shifts.

*Existing (b) will become (c), and subsequent paragraphs under Clause 5 will be relettered accordingly.

DAWN Koop March 5,7020
2-1 Darrell Reid 03/05/2020.

holling craiglanthier march 5 2020

Neeks Morch 5,2020

Article 9 – ACTING IN A SENIOR CAPACITY

Replace current 9.3 with the following:

9.3 Criteria

- (a) Where the position(s) of Fire Prevention Captain or Lieutenant are to be filled by an employee in an acting capacity the position(s) will be filled by the most senior qualified employee on duty.
- (b) The Employer determines the qualifications required to be deemed qualified to act in a senior capacity. These qualifications and any changes to these qualifications will be clearly communicated to employees in order to provide a reasonable opportunity to acquire these qualifications in order to act in a senior capacity.
- (c) 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 Fire Prevention Captain and Lieutenant, provided the employee seeking promotion is qualified.
- (d) The Employer shall have the discretion to provide all or part of the required training during the employee's hours of work. If all or part of the required training is provided during the employee's off duty time, the employee will be compensated as provided in the collective agreement. The Employer is not responsible for paying employees for study time.
- (e) Absences of less than a full shift may be filled at the discretion of the Fire Chief or designate.

***On the green sheet but not to be incorporated into the CA, but grievable under article 17 of the Collective Agreement:

Employee's not deemed qualified by the employer at the time the new CA comes into effect will be able to continue to act in a senior capacity regardless of qualifications for a period of six (6) months from that date. During the six (6) month period the employee will be provided a reasonable opportunity to acquire the qualifications required to act in senior capacity. If after six (6) months the employee has not acquired the requisite qualifications he/she will not be able to act in a senior capacity until they do so. Eight (8) months after ratification this paragraph will no longer be in effect, and no new grievance can be filed

based on it.

DAWN Koup Morch 5, 2020

Show Craig Lanthier march 5 2020

March 5, 2020

Agreed Proposal March 5, 2020

Replace current 13.2 with the following:

13.2 PROBATIONARY PERIOD

A new employee shall be placed in a probationary capacity until the employee has completed 12 months of satisfactory service, and in the case of a new Group 1 employee, has also completed the Initial Training Period, provided that the period of probation is no longer than fifteen (15) months in total. During the period of probation the employee's suitability for permanent employment shall be assessed on the basis of their

- (a) conduct,
- (b) quality of work,
- (c) ability to work harmoniously with others, and
- (d) ability to meet firefighting standards set by the Employer.

If at any time during this period it can be satisfactorily shown that the employee is unsuitable for employment, their employment may be terminated by the Employer. If, following completion of the period of probation, an employee 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.

If a Probationary Group 1 employee is temporarily unable to carry out full Suppression duties for more than two (2) weeks, the Employer may suspend the period of probation until the employee returns to full Suppression duties in Suppression. Any such suspension of the period of probation would be subject to ongoing review on a case-by-case basis to ensure it is addressed fairly. During such suspension, the employee may only be terminated for just and reasonable cause.

Robert Weeks

March 5,2020

San kry DANN KOOP Morch 5,2020
Davrell Rg. 21 March 5,2020
Dand R. J. March 5,2020

craig Lanthier

march 5 2020

Agreed Proposal March 5, 2020

Amend Article 16 (d) to the following:

(d) The Employer agrees to allow on-duty Union Officials leave from their employment for the purpose of Local 18 Union business when a substitute is provided by the Union, at the Union's cost. Permission for such leave is at the discretion of the Fire Chief or designate and will not be unreasonably withheld.

Robert Weeks March 5, 2020

Craig Lanthier

march 5 2020

Sawfor DAWN Koop Merch 5, 2020.

Agreed Proposal May 6, 2021

Article 5

Remove the superfluous comma in 5 (b) (i).

Amended to read as follows:

(i) The Supervisor Fleet Maintenance, Captain Building and Facilities, and Machinist Mechanics shall work a four-day 40 hour week, and shall be subject to the provisions of Clause 5 (d).

The parties agree to amend Schedule A as required.

May 6, 2021

Kevin Jeske May 26, 2021

May 6, 2021

emailed: 4:00 pm

GREEN SHEET

Union Revised Proposal Article 12.8 (e) (2) May 20, 2021

Amended 12.8 (e) (2):

12.8 <u>Maternity and Parental Leave</u>

- (e) Benefits
 - (2) Purchases of pension service will be subject to the Municipal Pension Plan Rules. At the date of **implementation** of this agreement two (2) options are available:
 - i. Continuous contributions throughout the leave, or;
 - ii. Lump sum payment after the leave ends.

May 20/21

Kevin Jeske May 26, 2021

May 20/21

emailed: 4:00 pm

GREEN SHEET

Union Counter Proposal Housekeeping Article 12.8 May 20, 2021

Amend Article 12.8 (a) as follows:

12.8 Maternity and Parental Leave

(a) Length of Leave

(1) <u>Birth Mother</u>

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) thirty-five (35) consecutive weeks of parental leave. All such leaves shall be without pay, subject to any compensation entitlements which shall be available to employees in accordance with section (f) below. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

(2) Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to **sixty-two (62)** thirty seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within **seventy-eight (78)** fifty two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

Amend Article 12.8 (c) as follows:

(c) Return to Work

On resuming employment an employee shall be reinstated to their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement, public holidays, sick leave, **gratuity credits,** maternity and parental leave shall be counted as service.

May 20/21

May 20/21

Kevin Jeske May 26, 2021

Union Proposal Housekeeping Article 12.9 May 20, 2021

Amend 12.9 as follows:

12.9 Reservists' Leave

- (b) Reservists' Leave Without Pay
 - (iv) Clauses 12.11(a), (b), (c), (e), (f) and (g) shall apply to an employee who is granted a reservists' leave of absence without pay pursuant to sub-paragraph (b)(i) above

Add:

Article 12.9 (b)

(v) Employees on reservists' leave, including but not limited to those on active service, are entitled to accrue and accumulate their full vacation entitlement, including vacation pay.

May 20/21

Kevin Jeske May 26, 2021

May 20/21

Agreed Proposal May 6, 2021

Article 5 (d) (x)

Delete the current Article 5 (d) (x):

An employee of the Building and Facilities Division or the Machine Shop shall not be permitted time off in addition to those days assigned to him/her by operation of this Agreement except by permission of the Fire Chief.

Replace Article 5 (d) (x) with:

It is understood and agreed that at the end of each calendar year there will be a joint review of the personnel records of the employees who have converted from group 1 to group 2 or vice versa, to ensure that such employees have neither gained or lost benefits under Gratuity, Sick Leave, Service Leave, Public Holiday and Vacation entitlement as a result of moving between groups. Any necessary adjustments to entitlement under these entitlements shall be made to the nearest half shift.

May 6, 2021

May 6, 2021

Kevin Jeske May 26, 2021

Union Revised Proposal Housekeeping Article 19.(a).(2) May 20, 2021

Amend Article 19.(a).(2)

19. <u>LAYOFF AND RECALL</u>

- (a) Layoffs
 - (2) the employee may bump downward (at a lower pay level) into the position occupied by the employee with the least seniority.

In the application of this article if a position to which an employee is qualified to bump into is occupied by a probationary employee the **regular permanent** employee shall have the ability to bump the probationary employee. It is understood that where a probationary employee is removed from the workforce as a result of a layoff that this will occur by way of their administrative identification order established through a lottery system if hired on the same date; otherwise, start date will determine the order.

Where the **regular permanent** employee is unable to bump, or elects not to bump, the employee shall be laid off. A**n regular permanent** employee who is bumped by another employee shall have the same rights to bump under this Article.

May 20/21

Kevin Jeske May 26, 2021

May 20/21

Agreed Proposal May 25, 2021

To amend Clause 4.2 as a housekeeping item as follows:

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.

Karen Fry May 26, 2021

Kevin Jeske May 26, 2021

Robert Weeks May 28, 2021

Craig Lanthier, May 28, 2021

Agreed Proposal May 25, 2021

The parties agree that the Schedule "A" Group II Classifications shall be amended as a housekeeping item as follows:

Public Education Officer*	۸	0615	1122 55	122
Public Education Officer		9010	4422.00	122
	B_	9854	4532.48	
	_	10100	1615.61	
	D	10353	4762.01	
	D	10000	4702.01	
Public Education Captain*	D	10353	4762.01	122
Public Education Lieutenant*	D	9504	4371.50	112

Public Education Specialist D grades as per firefighter (* Rates so identified use the 10th year Firefighter's rate base of pay. The remainder are based on the 4th year Firefighter rate)

Karen Fry May 26, 2021

Kevin Jeske May 26, 2021

Robert Weeks May 28, 2021

Craig Lanthier May 28, 2021

Agreed Proposal May 25, 2021

Employer Counter Proposal Housekeeping Schedule F.1.b.

Schedule F

- 1. Promotions to Group 1 Captains and Lieutenants
 - (b) Promotions to Group 1 Captain and Group 1 Lieutenant positions shall be awarded to the most senior qualified candidate.
 - (i) Effective the date that a Group 1 Captain or Lieutenant leaves their position (eg. retirement/promotion), the most senior qualified candidate will be deemed promoted to that position and will be compensated accordingly pending the Employer's determination as to whether the vacancy is required to be filled and the Employer's written confirmation to the candidate that they have been promoted to it.
 - (ii) Effective the date that a Group 1 Battalion Chief leaves their position (eg. retirement/promotion), the most senior qualified candidate will be deemed promoted to that position and will be compensated accordingly pending the Employers determination as to whether the vacancy is required to be filled and the Employer's determination as to which candidate should be promoted to it

Karen Fry May 26, 2021

Kevin Jeske May 26, 2021

Robert Weeks May 28, 202

Craig Lanthier May 28, 2021

Agreed Proposal May 25, 2021

To amend Clauses 12.3 (A) and 12.3 (B) (4) as housekeeping items as follows: 12.3 Sick Leave and Gratuity Plan

A. Sick Leave

- (8) Full sick leave credits will be given for absence in the following circumstances:
 - (a) Accident on job (Workers' Compensation case);
 - (b) Leave due to illness, either with or without pay;
 - (c) Leave for active service in the Armed Services.
 - (d) Approved Maternity or Parental Leave.

B. Short-Term Non-Occupational Illness or Injury Plan

(4) The Employer will also, in return for the undertaking in B(1) above, provide to all members an amount of Life Insurance coverage equal to twenty-four (24) times the monthly salary under Schedule A on the date of death two times annual salary.

Karen Fry, May 31, 2021

Kevin Jeske, May 31, 2021

Robert Weeks, June 10, 2021

Craig Lanthier, June 10, 2021

Agreed Proposal May 25, 2021

To amend Schedule BB (D) (9) as follows:

D. Rescheduling

Vacation Switch

- **9.** An employee's scheduled vacation may be switched by mutual written agreement of the Employer and an employee, it being understood that:
 - **a.** Requests are to be for full Sets. In exceptional circumstances, Partial Sets may be considered.
 - **b.** There is no limit to how many Sets may be moved in this manner.
 - C. With the exception of a change made pursuant to Clause 13(b) below, a Vacation Switch may occur at any time and without triggering an Employer obligation to pay the employee whose vacation was switched in accordance with the Overtime clause of the Collective Agreement.
 - c.d. If two (2) or more employees request a vacation switch for the same or overlapping periods of time, seniority will be a consideration in the decision making process.

Karen Fry, May 31, 2021

Kevin Jeske, May 31, 2021

Robert Weeks, June 10, 202

Craig Lanthier, June 10, 2021

Union Counter Proposal Article 12.7 - Housekeeping except for highlighted in yellow May 20, 2021

(Incorporate LOU language and add time frame to take 12.7 leave)

12.7 Compassionate Leave

The employee shall be entitled to the benefits of the following Compassionate Leave provisions:

- (a) Compassionate Leave without loss of pay for a period not exceeding 3 4 consecutive or individual working days shall be granted in the case of the death of an employee's
 - (i) wife, husband, common-law spouse, same-sex partner, child, ward, brother, sister, parent, guardian, or
 - (ii) other relative, if living in the employee's household, or
 - (iii) parent-in-law or grandparent, in the case when it is for the purpose of attending to the affairs connected with the funeral of that parent-in-law or grandparent.
- (b) The leave in 12.7 (a) may be taken at a time of the employee's choosing that may not be contiguous to the date of death. The leave will be taken within twelve (12) months of the date of death, unless otherwise approved by the Fire Chief. Compassionate Leave may be granted without loss of pay for a period not exceeding three (3) working days, for other deaths not referred to in (a) above, at the discretion of the Fire Chief.
- (c) Any employee who qualifies for compassionate leave without loss of pay as referred to herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of 2 working days.
- (d) Requests for leave under this Clause 12.7 shall be submitted to the Fire Chief who will determine and approve the number of days required in each case.
- (e) An employee who qualifies for compassionate leave without loss of pay as referred to herein may will be granted such leave when on annual vacation if approved by the Fire Chief. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such compassionate leave without loss of pay.
- (f) Upon application to, and upon receiving the permission of the Fire Chief, an employee may be granted leave of up to ½ (one-half) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered herein.

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12.7.1

- (a) An employee is entitled to leave without loss of pay in the following circumstances:
 - i. the serious illness or injury of an individual identified in (c) below;
 - ii. the imminent death of an individual identified in (c) below; or
 - the unscheduled birth of an infant that the employee will parent, in the event that the need to attend the birth arises while the employee is on shift. or
 - iv. for other deaths not referred to in 12.7(a).
 - (b) The leave can be taken in hourly increments and will not exceed:
 - i. A career total of 48-60 hours for employees in Group 1;
 - ii. A career total of 35 42 hours for employees in Group 2 working a 35 hour work week; and
 - iii. A career total of 40.50 hours for employees in Group 2 working a 40 hour work week.

If an employee changes position(s), the unused portion of the applicable career total will be adjusted to reflect the remaining hours in the new position(s) to ensure the employee neither gains nor loses the remaining balance of this entitlement.

- (c) It is intended that this leave may be taken where the identified circumstances have arisen in relation to the employee's:
 - i. wife, husband, common-law spouse, same-sex partner, child, ward, brother, sister, parent, guardian, or
 - ii. other relative, if living in the employee's household, or
 - iii. parent-in-law or grandparent.
- (d) Requests for leave shall be granted, subject to bona fide operational requirements, which for the purpose of clause 12.7.1 would not include consideration of cost to the Department. The employee shall provide an explanation as to why the leave was required. The Employer may seek verification, where it is reasonable to do so.
- (e) The Employer will respond to written applications for leave under Article 12.7 and 12.7.1 as soon as reasonably practicable. Written confirmation, including reasons, will be provided when a request is denied.

Karen Fry, May 31, 2021

Kevin Jeske, May 31, 202

Robert Weeks, June 10, 2021

Craig Lanthier, June 10, 202

Agreed Proposal – Schedule C Appendix C.1 ODP Examples June 25, 2021

The parties agree to add the following to Schedule "C" as "Appendix C.1":

Schedule C – Appendix C.1 Agreement

Between

City of Vancouver (the "Employer")

And

Vancouver Firefighters' Union, Local 18 (the "Union")

ODP Straight Time Backfill

The Union and the Employer have arrived at the examples after joint consultation and the examples are intended to:

- assist the Employer to efficiently schedule staff and reliably ascertain the cost of the different scenarios, as well as,
- assist the Union in explaining the payment applicable in a given scenario and monitor compliance with the Collective Agreement.

These examples are comprehensive, but may not be exhaustive. Articles 5, 6, 7, and 8 apply unless straight time backfill is permitted under Schedule C. In the event there is determined to be a conflict between this Appendix C.1 and the Collective Agreement, the Collective Agreement would apply, however:

- the prevailing Collective Agreement term would only apply prospectively to ODP backfill, and
- at that point, Appendix C.1 may be rescinded by either party.

In any event/example, there is an overarching requirement that,

- Straight time backfill will not exceed the number of staffing shortages caused by employees participating in ODP, and
- The Employer would not get straight time backfill for ODP participants that book off for any reason as the staffing shortage is now not due to the employee's participation; rather, it is due to the reason for the book off.

Example 1

5 ODP participants go from **A Platoon** to ODP training and are removed from the fire company. Department gets 5 straight time backfills if required on **A Platoon** while candidates are removed.

Example 2

5 ODP participants go from **A Platoon to C Platoon** with no accommodator coming back. Department gets 5 straight time backfills if required on **A Platoon** while candidates are on **C Platoon** participating in ODP but no relief on **C Platoon**.

Example 3

5 ODP participants go from **A Platoon to C Platoon** with 5 accommodators going from **C Platoon to A Platoon**. Department gets no relief on **A Platoon** as the "tool" used to backfill is cross shifting, and they would only get straight time backfill on **C Platoon** (up to 5) if one or more

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of the participants are removed from **C Platoon** out of the fire company for ODP participation purposes.

Example 4

5 ODP participants go from **A Platoon to C Platoon** with 5 accommodators going from **C Platoon to A Platoon** – one of the accommodators books off from **A Platoon**. The Department has a choice to get a new accommodator or a straight time backfill. The reason for the straight time backfill is that in this situation, the Department would have 5 moved from **A Platoon to C Platoon** for ODP participation and now due to the book off have only 4 accommodators, leaving the Department with one vacancy due to ODP participation.

Example 5

In all examples, if the overtime is created due to a specialty shortage, the Department does not get a straight time backfill unless the ODP participant that has vacated their position has the specialty that is creating the overtime need, or a firefighter with that specialty had to act up to replace the ODP participant and the Department needs that specialty at the firefighter rank.

Karen Fry, June 25, 2021

Kevin Jeske, June 25, 2021

Agreed Proposal – Schedule H (NEW) June 25, 2021

The parties agree to add the following as Schedule "H" - Relatively Equal and Selection Process:

Schedule H Agreement

Between

City of Vancouver (the "Employer")

And

Vancouver Firefighters' Union, Local 18 (the "Union")

Relatively Equal and Selection Process

The Employer and the Union agree to the following terms and conditions:

SECTION A: SELECTION INFORMATION

1. The Employer shall provide the following information under the following circumstances:

Selection Process Debrief

- (a) When a senior candidate is not successful in a selection process and requests a selection process debrief, a member of the Interview Panel will meet with the senior candidate to debrief the selection process by discussing the senior candidate's strengths and shortcomings. The personal information of other candidates will not be discussed.
- (b) When a junior candidate is not successful in a selection process, the junior candidate may request the opportunity to meet with a member of the Interview Panel to debrief the selection process by discussing the junior candidate's strengths and shortcomings. The personal information of other candidates will not be discussed.

Written Request by Union

- (c) When the Union requests, in writing, information relating to a particular selection process, the Employer shall provide the following:
 - (i) A copy of the Career Opportunity;
 - (ii) Name and seniority date of all applicants;
 - (iii) The Interview Panel's consensus assessment scores of the successful candidate and the most senior qualified applicant;
 - (iv) General parameters of interview questions; and
 - (v) Nature of other assessment tools.

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Individual Grievance – Step 1

- (d) When the Union files a grievance regarding a selection process on behalf of an individual named grievor, the Employer shall provide the following information at Step 1:
 - (i) The grievor's resume;
 - (ii) The selection criteria and weighting; and
 - (iii) The actual scores of the grievor and successful candidate for each criterion and overall.
- 2. In the event that the Employer provides additional information not set out in Clause 1 of this Schedule H, it will be provided on a without prejudice and without precedent basis.
- 3. All information provided under Clause 1 of this Schedule H will be kept strictly confidential by the Union and/or employee receiving the information and will not be shared or distributed in any manner.
- 4. For Career Opportunities that result in four candidates or less, the Employer shall make reasonable efforts to have a consistent Interview Panel for all candidates.

SECTION B: RELATIVELY EQUAL

- 5. For the term of this Schedule H, the Employer will consider employees who receive consensus scores of within eight percent (8%) of one another as relatively equal under Clause 13.1 of the Collective Agreement.
- 6. The Union will not publish or communicate in any manner the names and/or seniority and/or status of a candidate's application to any posting or selection process. This includes, but is not limited to, posting information on the Union's website or related webpages.
- 7. Schedule H shall remain in force until either party gives notice to cancel this Schedule prior to the renewal of a Subsequent Collective Agreement

Karen Fry, June 25, 2021

Robert Weeks, July 16, 202

Craig Lanthier, July 16, 2021

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

The parties agree that Schedule D Relief Fire Fighter Staffing Pool as written below replaces the current Schedule D Relief Fire Fighter Staffing Pool agreed to as part of the Memorandum of Settlement signed February 15, 2017; and what is agreed to below will be incorporated into the Collective Agreement as a housekeeping matter during the next round of collective bargaining.

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 Regular 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 x 4 = 528 x 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 compensated at the rate of pay described in 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, unless the excess shift is a Schedule C 40 shift in which case the excess shift will be compensated according to the rate agreed to in Schedule C or the shift is Callout as defined in Article 8, in which case, the employee will be compensated at the rate of pay as described in Article 8. Further, the Relief Fire Fighters are subject to the following:
 - i. Relief Fire Fighters are assigned to a Regular Shift (i.e. A, B, C, D) 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 scheduled to a maximum of four (4) shifts 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 1 ½ (one and one-half) times the employee's regular hourly rate, unless the excess shift is a Schedule C 40 shift in which case the excess shift will be compensated according to the rate agreed to in Schedule C OR the time worked is Callout as defined in Article 8, in which case, the employee will be compensated at the rate of pay as described in Article 8.

- c. Relief Fire Fighters will be scheduled off duty for the same 96 hour period in each eight (8) day block as the Regular Shift to which they have been assigned. 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 1 ½ (one and one-half) times the employee's regular hourly rate, unless the excess shift is a Schedule C 40 shift in which case the excess shift will be compensated according to the rate agreed to in Schedule C OR the time worked is Callout as defined in Article 8, in which case, the employee will be compensated at the rate of pay as described in Article 8.
- d. 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.
- e. If a Relief Fire Fighter works longer than the scheduled shift, Overtime applies to the additional time worked.
- f. 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.
- g. 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.
- h. 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.
- i. Paragraph 1 of the Training Letter of Understanding does not apply to Relief Fire Fighters.
- j. 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.
- k. 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.
- Relief Fire Fighters are paid in accordance with Schedule "A" of the Collective Agreement.
- m. 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.

Signature – Union	Robert Weeks Name	March 18,2019 Date
Signature – Union	John Mi vam's	March 18, 2011 Date
Signature – Employer (Operations)	CHOIS HERBERT Name	<u>Марен 18, 2019</u> Date
Signature – Employer (HR)	Daun Koop Name	Merch 18, 2019 Date

Letter of Understanding

between

City of Vancouver (the "Employer")

and

Vancouver Firefighters' Union - Local 18 (the "Union")

RE: Grievance 20190318 - Article 11.1 - Service Leave - Administrative Guidelines - Vacation Entitlement & Service Leave Conversions

The following clarifies the administration of vacation entitlement and service leave conversions for employees transferring between Group 1 and Group 2 positions and vice versa.

- 1. "Period" means the five years commencing with the employee's 20th, 25th, 30th or 35th employment anniversary, as the case may be. With the exception that all years preceding the employee's 20th anniversary shall be deemed a Period.
- 2. It is understood that Group 2 Service Leave entitlement is earned in the Period preceding the Period in which it becomes available to be taken. For clarity:
 - a. Period 1 Service Leave is available to be taken following the employee's 20th anniversary as accrued over years 1 through 20.
 - b. Period 2 Service Leave is available to be taken following the employee's 25th anniversary as accrued over years 21 through 25.
 - c. Period 3 Service Leave is available to be taken following the employee's 30th anniversary as accrued over years 26 through 30.
 - d. Period 4 Service Leave is available to be taken following the employee's 35th anniversary as accrued over years 31 through 35.
- 3. When a Group 1 employee transfers to Group 2 during a Period, the employee shall be entitled to Group 2 Service Leave on a pro-rated basis to exclude years in the Period in which the employee has or will receive Group 1 vacation entitlements;
 - a. Employee transfers from Group 1 to Group 2 in the 13th year having taken Group 1 vacation for years 1-12 (12 years), but not in the 13th year. The employee is entitled to eight (8) years of pro-rated entitlement or 8/20 of the Period 1 Service Leave.
 - b. Employee transfers from Group 1 to Group 2 in the 23rd year having taken Group 1 vacation entitlement in the 21st and 22nd year, but not in the 23rd year. The employee is entitled to three (3) years of pro-rated entitlement or 3/5 of the Period 2 Service Leave.

- c. Employee transfers from Group I to Group 2 at the beginning of the 26th year. No Group 1 vacation entitlement has been taken in the Period. The employee is entitled to full Period 3 Service Leave.
- 4. When a Group 2 employee transfers to Group 1 during a Period, the employee shall be entitled to Group 2 Service Leave on a pro-rated basis to include years in the Period in which the employee received Group 2 vacation entitlements;
 - a. Employee transfers from Group 2 to Group 1 in the 13th year having taken Group 2 vacation for years 1-12 (12 years), but not in the 13th year. The employee is entitled to twelve (12) years of pro-rated entitlement or 12/20 of the Period 1 Service Leave.
 - b. Employee transfers from Group 2 to Group 1 in the 23rd year, having taken Group 2 vacation entitlement in years 21st and 22nd year, but not the 23rd. The employee is entitled to two (2) years of pro-rated entitlement or 2/5 of the Period 2 Service Leave.
 - c. Employee transfers from Group 2 to Group 1 at the beginning of the 26th year. No Group 2 vacation entitlement has been taken in the Period. The employee is not entitled to any Period 3 Service Leave.
- 5. When an employee transfers from either Group 1 to Group 2 or Group 2 to Group 1 as the case may be and fails to remain in said Group during a Period, the employee shall be entitled to Group 2 Service Leave on a pro-rated basis to include the years in the Period in which the employee received Group 2 vacation entitlements.
- 6. Employee in Group 1 reaches 20 years of service and had received Group 2 vacation and took Group 2 vacation in year 6 through year 11 (6 years). The employee is entitled to six (6) years of pro-rated entitlement or 6/20 of the Period 1 Service Leave.
- 7. For greater clarity, when an employee transfers between groups, any entitlement to service leave will be calculated on the basis of each month or portion of a month greater than ½ (one-half).
- 8. When a Group 2 employee transfers to Group 1 during a Period, Group 2 Service Leave earned and taken prior to the transfer date is not affected.
- 9. Employees in Group 1 with accrued Service Leave may elect to combine Service Leave hours with available deferred leave hours or leave without pay, if necessary to offset a deficit in full shift hours.
- 10. Any dispute concerning the interpretation, application, administration or alleged violation of this Agreement shall be resolved in accordance with Article 17 of the Collective Agreement.

The Parties agree that these terms represent full and final resolution of all matters addressed in this Letter of Understanding. No new grievances shall be filed in relation to these matters except to enforce the terms of this Letter of Understanding.

Signature - Union	Robert Weeks Name	16 / 07 / 21 Date (DD/MM/YR)
Signature Union	Craig Lanthier Name	16 / 07 / 21 Date (DD/MM/YR)
Signature Employer (Ops.)	Karen Fry 	13 07 21 // Date (DD/MM/YR)
Signature - Employer (Ops.)	Dawn Koop	13/
Signature - Employer (HR)	Name	Date (DD/MM/YR)