

2020

MEMORANDUM OF AGREEMENT

between the

THE DISTRICT OF NORTH VANCOUVER
(the "Corporation")

and the

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

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE DISTRICT OF NORTH VANCOUVER FIRE FIGHTERS, LOCAL 1183 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2020 JANUARY 01 AND EXPIRING 2022 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2012-2019 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for three (3) years from 2020 January 01 to 2022 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. General Wage Increase(s)

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

- (a) Effective 2020 January 01, the monthly 4th year Firefighter rate in effect on 2019 December 31 (that is \$8240) shall be increased by two and one-half percent (2.50%) and will be rounded to the nearest whole dollar (that is \$8446). All other rank indices shall be maintained.

- (b) Effective 2021 January 01, the monthly 4th year Firefighter rate in effect on 2020 December 31 (that is \$8446) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is \$8657). All other rank indices shall be maintained.
- (c) Effective 2022 January 01, the monthly 4th year Firefighter rate in effect on 2021 December 31 (that is \$8657) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is \$8873). This amount may be further adjusted by the difference between two and one-half percent (2.50%) and the amount equal to the four (4) highest identical wage settlements for this period, including effective dates, for IAFF locals in Metro Vancouver.
- (d) Retroactive payments resulting from wage adjustments shall be processed as soon as possible following the date of ratification of the Memorandum of Agreement, but in any event no later than ninety (90) days following the date of ratification of the Memorandum of Agreement and shall include all employees who at the time of processing such payments have retired or are no longer working for the District of North Vancouver Fire Rescue Services. These retroactive changes shall apply to all pieces of Total Compensation.

4. Joint Union-Management Committee: 24-Hour Shift Pattern

The Employer and the Union agree to a Joint Union-Management Committee to investigate the feasibility of implementing a 24-Hour shift pattern on a cost-neutral basis with no deterioration in operations. The joint committee will conclude its investigation and produce a summary report by July 1, 2023.

5. Article 5.6 Callout

Effective the date of ratification of the Memorandum of Agreement, Article 5.6(a) shall be amended to read as follows:

“Except as provided in Article 5.5, Article 5.6(b) or Article 5.8, an employee reporting for work on the call of the corporation at any time other than their regular working hours shall be paid at the rate of double (2x) their regular rate of pay for the entire period spent at their place of work in response to the call, with a minimum of three (3) hours at the rate of double (2x) their regular rate of pay; provided that triple the regular rate of pay will be paid when an employee is called out to work on a Statutory Holiday; where an employee is called out within two (2) hours of the start of their shift, then the three (3) hour minimum does not apply.”

6. Article 6.2 Annual Vacations While Acting in a Senior Capacity

Effective the date of ratification of the Memorandum of Agreement, Article 6.2(a) shall be amended to read as follows:

“Where an employee acts in a position or rank senior to that which the employee normally holds, the employer shall by March 1st of the following year, calculate the percentage of time spent by the employee during the preceding year in the senior position or rank and shall compute and pay the employee an additional amount of salary, representing vacation entitlement (annual vacation, long service leave, and statutory holiday pay) based on the percentage difference between the vacation entitlement at the confirmed position or rank and vacation entitlement for the acting position or rank. (In the event that an employee is promoted midway through the calendar year, and at the time of promotion has already used their vacation entitlement, the following formula shall be applied as if they had not yet been promoted; in the event that such employee has at the time of promotion not yet utilized their vacation entitlement, and does not act in a higher capacity during the remainder of the calendar year, then this Article shall not apply).

This additional amount of salary shall be calculated in accordance with the following formula:

$$\frac{\text{Vacation Entitlement}}{\text{Total Years Shifts – Vacation Entitlement}} \times \frac{\text{(No. of Shifts Worked)}}{\text{(in Higher Rank)}} \times \frac{\text{(Differential between)}}{\text{(Confirmed and)}} \times \frac{\text{(Acting Rank)}}{\text{(Acting Rank)}}$$

For the purposes of the above-referenced formula, vacation entitlement is understood to be inclusive of annual vacation, statutory holiday pay, and long service leave.”

7. Article 6.3(b) Statutory Holidays

Effective the date of ratification of the Memorandum of Agreement, Truth and Reconciliation Day shall be added as a thirteenth (13) Statutory Holiday. If the Federal and Provincial holiday commemorating Truth and Reconciliation fall on different days, the Employer will recognize the Provincial holiday only.

8. Article 6.4 Medical Service Plan of B.C. and Extended Health Benefits Plan

Effective January 1, 2023 the following changes shall be made:

- (a) Increase paramedicals to \$2000
- (b) Psychological coverage increased to \$1500 including a Registered Clinical Counselor
- (c) Decrease the annual deductible to \$100.

9. Article 6.14 Compassionate Leave

Effective the date of ratification of the Memorandum of Agreement, Article 6.14 should be amended to read as follows:

- “(a) Compassionate Leave applies to a family member whether or not they are related by blood, adoption, marriage or common law partnership. Compassionate leave in the case of the death of an employee’s family member may be granted without loss of pay for a period not to exceed four (4) working days.

- (b) Any employee who qualifies for emergency 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 one (1) working day.

- (c) Requests for leave under this Article shall be submitted to the Fire Chief who will determine and approve the number of days required in each case.

- (d) An employee who qualifies for emergency leave without loss of pay as referred to herein may 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 WorkSafeBC, shall not be entitled to such emergency leave without loss of pay.

- (e) Upon application to, and upon receiving the permission of the Fire Chief, an employee may be granted leave of up to one (1) 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.”

10. Article 6.15 Maternity and Parental Leave

Effective the date of ratification of the Memorandum of Agreement, the parties agree to add section 6.15(f)(7) as follows:

- “(7) The maternity and parental leave benefits are contingent upon an employee completing a signed acknowledgement that the benefit must be repaid if they do not return to work for a period equal to the time the employer provided the top up.”

11. Letter of Understanding relating to Shift Strength, the Relief Pool, Long Service Leave, Deferred Vacation Payout, and Retirement Incentive:

Without further amending the Letter of Understanding or the Collective Agreement, the Employer commits to work collaboratively with designates of the Union to identify potential modifications within the current scheduling practices of the Relief Pool. Where practical, the Employer will work to implement or trial approaches to scheduling that not only meet the Departments’ operational needs, but may also provide enhanced continuity and/or consistency to time off for personnel assigned to the Relief Pool.

12. The Union agrees to withdraw Sick Leave OG 5.01.16.01 Estoppel notice.

13. Housekeeping

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to the following:

- (a) Conducting a joint Employer-Union review of the expired effective dates in the collective agreement to be concluded prior to the next round of bargaining; and
- (b) Making any amendments mutually agreed to between the parties during the drafting of the new Collective Agreement.

14. 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 a specific date, only the amendment shall appear in the new Collective Agreement together with a sentence referencing its effective date.

15. 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 this Memorandum of Agreement is signed.

DATED this 15th day of June, 2022 in the District of North Vancouver.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:

"Brian Hutchinson"

"Wayne Kennedy"

"Gurinder Gill"

"Tanya Prevost"

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

"Ryan Stewart"

"Mark Sobolewski"

"Trevor Edmonds"

"Brent Steacy"
