

2020

MEMORANDUM OF AGREEMENT

between the

DISTRICT OF WEST VANCOUVER
("the Municipality")

and the

WEST VANCOUVER FIREFIGHTERS' UNION, LOCAL 1525 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(the "Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE DISTRICT OF WEST VANCOUVER (hereinafter called "the Municipality") AGREE TO RECOMMEND TO THE DISTRICT OF WEST VANCOUVER;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE WEST VANCOUVER FIREFIGHTERS' UNION, LOCAL 1525 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (hereinafter called "the Union") AGREE TO RECOMMEND TO THEIR ASSOCIATION MEMBERSHIP;

THAT THE COLLECTIVE AGREEMENT COMMENCING 2020 JANUARY 01 AND EXPIRING 2021 DECEMBER 31 (hereinafter the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the Collective Agreement commencing 2016 January 01 and expiring 2019 December 31 (the "2016 – 2019 Collective Agreement") shall apply except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be effective for a two (2) year period from 2020 January 01 up to and including 2021 December 31, both dates inclusive. It is further agreed that Subsections 50 (2) and 50 (3) of the Labour Relations Code shall be specifically excluded from and shall not be applicable to the New Collective Agreement.

3. Section 4 – Remuneration & Schedule "A"

The Municipality 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 shall be increased by two and one half percent (2.5%) and be rounded to the nearest whole dollar. All other existing rank indices shall be maintained.



(b) Effective 2021 January 01, the monthly 4th Year Firefighter rate in effect on 2020 December 31 shall be increased by two and one half percent (2.5%) and be rounded to the nearest whole dollar. All other existing rank indices shall be maintained.

4. Section 5. Health and Welfare

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

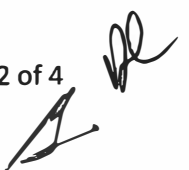
- a.) Amend Section 5 (a) by increasing the annual maximum for the services of any one or any combination of the following practitioners: Chiropractor, Naturopath, Physiotherapist, Massage Therapist, Podiatrist, Acupuncturist, from one thousand five hundred dollars (\$1,500) payable per person per calendar year, to one thousand eight hundred dollars (1,800) payable per calendar year.
- b.) Amend Section 5 (a) by increasing the psychological services annual maximum from one thousand two hundred dollars (\$1,200) per calendar year, to one thousand five hundred dollars (\$1, 500) per calendar year.
- c.) The Employer will instruct the benefits carrier to include "Certified Canadian Counsellor" within the psychological services benefit.

5. Appendix 1 – Promotion Procedure

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

- a.) All references to "Fire Officer I will be replaced with Fire Officer II"
- b.) All references to "Incident Scene Management I" will be replaced with "Emergency Scene Management II"
- c.) Replace Section (2) (e) with the following:

"All components of the Program shall be provided and taken during scheduled work days or as overtime, and shall be paid according to the Collective Agreement; however, a candidate who is

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unsuccessful in completing any part(s) of the Program shall receive straight time overtime when retaking those parts.”

- d.) Section (2) (g)
Replace “Emergency Scene Management I” with “Emergency Scene Management I and II”
- e.) Section (2) (h) the total hours will change from 200 hours to 240 hours and remove the statement “Additional hours may be required for Suppression Officers to complete Incident Scene Management II or equivalent.”
- f.) Section (2) (i) change from one (1) year to two (2) years.
- g.) Section (2) (j) replace the current language with the following:
“The dates that the Program will run must be specified to the Union and all candidates at least ninety (90) days prior to the start of the Program. The course dates and dates for examinations will be specified to the candidates and the Union with as much notice as possible. It is understood that this may be under the control of the provider.”
- h.) Section 3.
Remove: “Members from #105 through #112 inclusive, shall be considered and treated as members of the Officers’ Eligibility List.”
- i.) Section 8.
Remove the current language and replace with the following:
“Any assessments and examinations shall have a pass mark as established by the provider. When choosing the provider, course quality, availability, location, a pass mark between 65-70%, and cost effectiveness will be the primary considerations.”
- j.) Section 9.
Remove (c) and replace with:
“Any candidate who is unsuccessful in the Program has the right of appeal within thirty (30) days of receipt of notice of their result. Any such appeal shall be in writing to the Fire Chief, stating the reasons for the appeal and requesting a review of their result. Should the results of the appeal be unsatisfactory to the Union, it may be advanced through the Grievance Procedure.”

6. Captain Positions

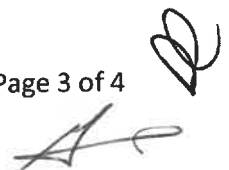
Effective the date of ratification of this agreement, the four most senior Lieutenants will be reclassified as Captain.

7. Letter of Understanding for Compressed Workweek Schedule (24 Hour Shift) – see attached

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to sign a two-year trial Letter of Understanding – Compressed Workweek Schedule (24 Hour Shift).

8. Housekeeping

Any items mutually agreed during the drafting of the New Collective Agreement.



9. Drafting of New Collective Agreement

The Municipality and the Union agree that in all instances where an amendment to the Collective Agreement is effective on the date of ratification of this Memorandum of Agreement, then for the purposes of drafting the new Collective Agreement, the amended or new provision only shall appear in the new Collective Agreement together with a sentence referencing its effective date.

10. Ratification

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty (30) calendar days from the date on which the Memorandum of Agreement is signed.

Dated this 13th day of January, 2023 in the District of West Vancouver.

BARGAINING REPRESENTATIVES FOR THE
EMPLOYER:

[Redacted signature area for Employer]

BARGAINING REPRESENTATIVES FOR THE
ASSOCIATION:

[Redacted signature area for Association]

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LETTER OF UNDERSTANDING

between the

DISTRICT OF WEST VANCOUVER

and the

WEST VANCOUVER FIREFIGHTERS' ASSOCIATION, IAFF LOCAL 1525

RE: COMPRESSED WORK SCHEDULE - TWO YEAR TRIAL (24 HOUR SHIFT)

This Letter of Understanding ("LOU") reflects the Agreement reached between the District of West Vancouver and the West Vancouver Firefighters' Association, IAFF Local 1525 ("the parties") regarding Section 18 Tour of Duty and other referenced sections of the Collective Agreement between the parties. This Letter of Understanding shall remain in full force and effect, unless modified by agreement, for a two year trial period, effective March 13, 2023 to March 10, 2025.

The parties agree that this LOU is without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the Parties.

Section A – Terms

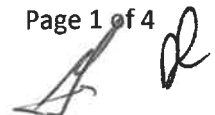
1. This Agreement applies only to Suppression Division employees of West Vancouver Fire & Rescue ("WVFR").
2. The Collective Agreement applies to the Parties except as otherwise expressly stated herein.
3. In the event of a conflict between this Agreement and the Collective Agreement, this Agreement supersedes the Collective Agreement only to the extent of the conflict.
4. The Employer and the Union may amend any term or condition of this Agreement at any time by mutual written agreement.
5. Either party may terminate the provisions of this Letter of Understanding by providing ninety (90) days written notice to the other.

Section B – Two Year Trial

1. In order to facilitate balancing of work time during transition from one cycle to the other, the trial period shall run for a multiple of 56 days.
2. This Agreement is in effect for a two-year trial period (thirteen 56 day cycles), effective March 13, 2023 (the "Start Date") to March 10, 2025 (the "End Date").

Section C – Review & Sharing of Information

1. The Parties agree that the Compressed Work Schedule (24 Hour Shift) will be included as an agenda item at Labour/Management meetings.
2. On a quarterly basis, management will compile the following data, including but not limited to:



	Data for review	Comparator
Attendance and Overtime	-Absentee data (occupational and non-occupational) -Overtime data	-Previous years' data
Health and Wellness	-Qualitative data to be mutually agreed upon	-Qualitative data to be mutually agreed upon
Training	-Training completion data	-Previous years' data
Operational	-Call response time data	-Previous years' data
Safety	-Occupational injuries and incidents	-Previous years' data

This information will be shared with the Union at the next quarterly Labour/Management meeting. Where issues are identified, the parties will discuss cost-neutral solutions and provide recommendations to the Fire Chief.

Section D – Temporary amendments to applicable sections of Collective Agreement and Letters of Understanding

The Parties agree that the following modifications to the current Collective Agreement and Letters of Understanding are in place on a without prejudice basis for the duration of the LOU trial period. The Parties acknowledge that should this LOU be cancelled by either party, the Collective Agreement and Letters of Understanding in force at the time of signing this LOU will apply.

1. Earned Banked Time and Time Off
 - a.) The parties agree that there will be no changes to time banks accrual as specified in the Collective Agreement.
 - b.) The parties agree that 'bump ups' for instructors will be for 10 hours, not 24 hours.
 - c.) Time off (vacation, sick leave, statutory holiday leave) will be based on a 24 hour workday. Gratuity time may be granted for a partial workday if operationally feasible.
2. Section 18 – Tour of Duty
 - a.) 24-hour shifts will occur from 0800h-0800h.
 - b.) The shift pattern will be 24 hours on, 48 hours off, 24 hours on, followed by 96 hours off. Shift rotation shall be as shown below:

Mar 2023	13	14	15	16	17	18	19	20	21	22	23	24	25	26
A Shift	24	0	0	24	0	0	0	0	24	0	0	24	0	0
B Shift	0	0	24	0	0	24	0	0	0	0	24	0	0	24
C Shift	0	0	0	0	24	0	0	24	0	0	0	0	24	0
D Shift	0	24	0	0	0	0	24	0	0	24	0	0	0	0

- c.) 24-hour shifts shall be divided into two shifts of 10 hours (0800h-1800h) and 14 hours (1800h-0800h) for operational and/or staffing coverage reasons. For the purpose of

replacing employees off work for a partial shift, the replacement hours of work will be determined based on operational, staffing and other considerations.

- d.) When employees move shifts, it is understood and agreed by the parties that the employee(s) involved in the move(s) may work an uncompressed schedule for the transition period in order to remain balanced in their days worked and days off, as has been the current practice.
- e.) The parties agree that where a federal, provincial or municipal election is called, employees will endeavor to access mail-in ballots or advance polls rather than requesting time off to vote.

3. Section 19 - Overtime and Call Service

a.) Transition to 24 hour shift

When transitioning from the current Tour of Duty to a compressed work schedule (24 hour shift) AND back from the compressed work schedule (24 hour shift) to the current Tour of Duty, there will be members of some shifts who work additional hours and others who work fewer hours as a result of the change to their shift pattern. The parties agree to minimize, and where possible to balance any such impacts when selecting transition dates to and from the particular tour of duty. In order to do this, the transition back to the current Tour of Duty shall be after a multiple of 56 days. The parties further agree that there will be no cost of the transition to the employer; any additional hours will not incur additional pay, overtime, time off, or other form of compensation.

b.) The parties agree to the following modification to Section 19 (b) – Callout:

Where an off-duty employee reports for work at the call of the Employer in response to an emergency alarm, immediate need to conduct a fire investigation, or immediate need for a mechanic, the employee shall be paid at the rate of double time (2X) in accordance with (d) for the entire period spent in response to the call, with a minimum of three (3) hours provided however, when such a call out to work occurs on a Statutory Holiday it will be paid in accordance with Section 19(a)(ii).

Where an off-duty employee reports for work at the call of the Employer to replace an employee who was scheduled to be on shift at any time following the commencement of a shift, the employee shall be paid at the rate of time and one-half (1.5X) in accordance with (d) for the entire period worked, with a minimum of three (3) hours provided. When such a call out to work occurs on a Statutory Holiday it will be paid in accordance with Section 19(a)(ii).

- c.) The parties agree to the following modification to Section 19 (c) – Extension Tour of Duty:
 - (i) Extension of Tour of Duty is when an employee works longer than a full regularly scheduled shift of twenty four (24) hours.

4. Cross-Shift Suppression Firefighters

For the duration of this LOU, the parties agree to the following:

- a.) Suppression firefighters in the ninth (9th) to twelfth (12th) least senior positions on the seniority list may be transferred from their regular shift to a different suppression shift, on the following basis:
- i.) The Employer will provide a minimum of twelve (12) days notice.
 - ii.) The Employer will ensure that when an Employee transitions from one shift to another, time worked and time off are in line with the current proportional balancing.
 - iii.) The Employer and an Employee may mutually agree to less notice than the minimums set out in this Schedule.
 - iv.) The parties agree that Employees shall not be cross shifted for training or specialized instructor opportunities.

DATED this 13th day of January, 2023 in the District of West Vancouver.

BARGAINING REPRESENTATIVES FOR THE EMPLOYER:

[Redacted signature area for Employer]

BARGAINING REPRESENTATIVES FOR THE ASSOCIATION:

[Redacted signature area for Association]

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