

2022

MEMORANDUM OF AGREEMENT

between the

CITY OF WHITE ROCK

and the

WHITE ROCK FIREFIGHTERS' UNION, LOCAL 2407, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE WHITE ROCK FIRE FIGHTERS' UNION, LOCAL 2407 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2022 JANUARY 01 AND EXPIRING 2026 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2020-2021 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for five (5) years from 2022 January 01 to 2026 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 Increases

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

- (a) Effective 2022 January 01, the monthly 4th year Firefighter rate in effect on 2021 December 31 (that is, \$8,657) shall be increased by three and one-half percent (3.50%) and be rounded to the nearest whole dollar (that is, to \$8,960). All other existing rank indices shall be maintained.

- (b) Effective 2023 January 01, the monthly 4th year Firefighter rate in effect on 2022 December 31 (that is, \$8,960) shall be increased by four and one-half percent (4.50%) and be rounded to the nearest whole dollar (that is, to \$9,363). All other existing rank indices shall be maintained.
- (c) Effective 2024 January 01, the monthly 4th year Firefighter rate in effect on 2023 December 31 (that is, \$9,363) shall be increased by four and one-half percent (4.50%) and be rounded to the nearest whole dollar (that is, to \$9,784). All other existing rank indices shall be maintained.
- (d) Effective 2025 January 01, the monthly 4th year Firefighter rate in effect on 2024 December 31 (that is, \$9,784) shall be increased by five percent (5.00%) and be rounded to the nearest whole dollar (that is, to \$10,273). All other existing rank indices shall be maintained.
- (e) Effective 2026 January 01, the monthly 4th year Firefighter rate in effect on 2025 December 31 (that is, \$10,273) shall be increased by four and one-half percent (4.50%) and be rounded to the nearest whole dollar (that is, to \$10,735). All other existing rank indices shall be maintained.
- (f) Retroactive payments arising from the wage adjustments in (a), (b), (c), (d), and (e) above shall be processed no later than 90 calendar days after the date of ratification of this Memorandum of Agreement. Additionally, retroactive payments resulting from the General Wage Increases shall apply to and include all employees who, at the time of processing such payments have retired but were employed during the term of this Agreement. The Employer will report all retroactive payments for eligible retirees to the Municipal Pension Plan.

4. New – Article 5.1(g) – Advanced Vacation Placement

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new sub-section 5.1(g) to read as follows:

“For vacation purposes only, for the determination of paid annual vacation, at the Employer’s discretion a new employee at the time of hire may be granted recognition for some or all previous regular employment with another employer where they were performing substantially similar work.”

5. Article 5.3 – Statutory Holidays

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 5.3 to read as follows:

“All employees covered by this Agreement shall be entitled to the following Statutory Holidays: Christmas Day, Boxing Day, New Year’s Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and

Reconciliation (effective 2023 April 17), Thanksgiving Day, Remembrance Day and any or all days that may be declared a statutory holiday by Federal, Provincial or Municipal Governments. Such days may be accumulated and taken as time off, at such times as the Fire Chief considers that the employees can best be spared.

For Easter Monday, employees shall be granted twelve (12) hours of pay in lieu of one (1) duty shift off.

All employees covered by this Agreement and engaged in a type of work required to be performed continuously and on every day, including the Statutory Holidays listed above (including Easter Monday), shall in addition to the entitlement set forth in that Article receive a payment in cash at a rate of fifty percent (50%) of the regular hourly rate for each of the hours on duty on such Statutory Holiday between the hours of 12:01 a.m. and 11:59 p.m.”

6. Article 6.4 – Medical Services, Extended Health Benefits, and Dental Plans

- (a) Effective as soon as practicable following the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend the first paragraph of Article 6.4 to read as follows:

“All eligible employees covered by this Agreement shall participate in the Medical Services, Extended Health Benefits, and Dental Services Plans carried by the Corporation with the premiums payable for the Medical Services, Extended Health Benefits, and Dental Services Plans being paid fully by the Corporation.”

- (b) While not to be included in the Collective Agreement, effective July 01, 2026, the Employer and the Union agree that the Employer shall instruct the benefit carrier to amend the Extended Health Benefit Plan as follows:
- (a) increase coverage for eye exams from one hundred dollars (\$100.00) to one hundred and fifty dollars (\$150.00) every two (2) calendar years;
 - (b) increase paramedicals coverage (Including Acupuncturist, Chiropractor, Naturopath, Massage Therapist, Speech Language Pathologist, and Private Duty Care Nurse but not including Physiotherapy) from two thousand dollars (\$2,000.00) to three thousand dollars (\$3,000.00) per calendar year; and
 - (c) increase physiotherapy coverage from one thousand five hundred dollars (\$1,500.00) to two thousand dollars (\$2,000.00) per calendar year.
 - (d) Increase psychological services coverage (including Psychologist, Social Worker, Counselor, and/or registered Clinical Counselor) from three thousand dollars (\$3000.00) per calendar year to three thousand five hundred dollars (\$3500.00) per calendar year.

7. Article 6.5 – Dental Plan Cost Sharing

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete Article 6.5. Subsequent articles will be renumbered accordingly.

8. Article 12.1 – Salaries

- a) Effective the start of the first pay period after the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend the Captain Index from 122% to 125% of the 10th year Firefighter rate.
- b) Effective July 1, 2026, the Employer and the Union agree to amend the Lieutenant Index from 112% to 118% of the 10th year Firefighter rate.

9. Article 12.8 – Straight Time Training

- (a) Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend the first paragraph of Article 12.8 to read as follows:

“(a) In each calendar year, each employee’s first sixteen (16) hours worked for the purpose of attending an instructional course or training exercise, where the payment would have otherwise been at one and one-half (1½X) the employee’s regular rate of pay, will be paid at the employee’s regular straight time rate of pay for the actual time spent attending an instructional course or training exercise. For the purposes of this article where the actual amount of time an employee spends attending a particular instructional course or training exercise is less than four (4) hours, a full four (4) hours will be deducted from the amount of straight time training that remains for that employee during that calendar year. Where the actual amount of time an employee spends attending a particular instructional course or training exercise is less than eight (8) hours but greater than four (4) hours, a full eight (8) hours will be deducted from the amount of straight time training that remains for that employee during that calendar year.”

- (b) Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new paragraph (b) to Article 12.8 to read as follows:

“(b) In addition to the straight time training referenced in Article 12.8(a) above, in each calendar year, the Corporation may utilize up to an additional sixteen (16) hours of straight time training for each employee, for the purpose of completing the requirements of the applicable Fire Officer Course or for the purpose of receiving instruction to become an Instructor for Specialized training, where the payment would have otherwise been at one and one-half (1½X) the employee’s regular rate of pay, will be paid at the employee’s regular straight time rate of pay for the actual time spent attending spent on such activities. Time worked

under this Section (b) is distinct from and in addition to the time worked under Section (a).”

10. Article 12.9 Instructor Pay

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 12.9 to read as follows:

“When an employee is a certified instructor and is required to instruct courses in the Technical Rope Rescue, First Responder Program, Confined Space Rescue, Emergency Vehicle Operations, Fire Ground Survival and Hazmat Program, that employee shall be paid a twenty percent (20%) premium calculated on their confirmed rate of pay for the hours the employee spends instructing. In any case where an employee is called in to instruct a course and is paid overtime for the hours spent instructing, the employee will not be eligible to receive the Instructor Pay premium in addition to the overtime payment. The Corporation may designate additional training programs to qualify pursuant to this provision. No employee shall be an instructor of more than two specialized disciplines.”

11. Letter of Understanding re: Flex and Relief Firefighters

(a) Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend sub-section 2(a) of the Letter of Understanding re: Flex and Relief Firefighters to read as follows:

“Up to eight (8) of the least senior Firefighters who have worked three (3) consecutive months in Fire Suppression and who are available for active duty, may be designated as Flex Firefighters by the Fire Chief. A Firefighter is not considered available for active duty if it is known that the Firefighter will be unavailable for duty for twenty-eight (28) or more consecutive calendar days, or if the Firefighter has been unavailable for duty for twenty-eight (28) consecutive calendar days. No employee shall be required to remain as a Flex Firefighter longer than thirty-six (36) months. The thirty-six (36) month period is to commence after the first three months of active service in Fire Suppression”.

(b) Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union also agree to amend sub-section 2(d) of the Letter of Understanding re: Flex and Relief Firefighters to read as follows:

“Flex Firefighters shall be off duty for two (2) consecutive twenty-four (24) hour periods in each eight (8) day block. Once the two (2) consecutive twenty-four (24) periods have been scheduled off, they shall not be changed.”

(c) Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union also agree to delete sub-section 3 of the Letter of Understanding.

(d) While not to be included in the new Collective Agreement, effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree that all Firefighters not

designated as Flex Firefighters as of the date of ratification of this Memorandum of Agreement will not be designated as Flex Firefighters for the purpose of filling the additional four (4) Flex Firefighters designations.

12. Letters of Understanding re: 24-Hour Shift Schedule Trial Committee

While not to be included in the new Collective Agreement, effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to the Letter of Understanding (LOU) re: 24-Hour Shift Schedule Trial Committee as set out in 'Appendix 1' of this Memorandum of Agreement.

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. This LOU will not be disclosed or used by the Parties for future rights arbitrations, except to enforce the terms of this LOU. The Parties further agree that this LOU is made without prejudice with respect to any mediation or interest arbitration. None of the provisions of this LOU or subsequent letter agreements regarding any 24-Hour Shift Schedule Trial, nor any discussions arising from this LOU or subsequent letter agreements may be put before a mediator or an interest arbitrator by either Party as information or evidence in a 2022 or any subsequent round of collective bargaining.

13. Letter re: Section 49.1 of the Employment Standards Act, RSBC 1996, c 113 (the "ESA") and Grievance 2407-27

While not to be included in the new Collective Agreement, effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to the Letter re: Section 49.1 of the Employment Standards Act, RSBC 1996, c 113 (the "ESA") and Grievance 2407-27, as set out in 'Appendix 2' of this Memorandum of Agreement.

The Parties agree that this Letter is without prejudice and without precedent to the interpretation or application of the Collective Agreement or any other agreements between the Parties. This Letter will not be disclosed or used by the Parties for future rights arbitrations, except to enforce the terms of this Letter. The Parties further agree that this Letter is made without prejudice with respect to any interest arbitration. None of the provisions of this Letter, nor any discussions arising from this Letter may be put before an interest arbitrator by either Party as information or evidence in a 2022 or any subsequent round of collective bargaining.

14. Letter of Understanding

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to renew the Letter of Understanding re Uniform Issue.

15. Housekeeping

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

- (a) amend the Collective Agreement using gender-neutral terminology throughout;
- (b) amend Article 12.1 reference to “After 10th year” Index from 10 to 103;
- (c) update Schedule “A” Firefighters’ Seniority List;
- (d) delete expired effective dates; and
- (e) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

16. 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.

17. 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 ____ day of _____, 2026 in the CITY OF WHITE ROCK.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

APPENDIX 1 – 24-HOUR SHIFT SCHEDULE TRIAL

This is Appendix 1 referenced in item 10 of this Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

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

and the

WHITE ROCK FIREFIGHTERS' UNION, I.A.F.F. LOCAL 2407
(hereinafter called "the Union")

(collectively, "the Parties")

24-HOUR SHIFT SCHEDULE TRIAL COMMITTEE

The Parties agree that this Letter of Understanding (LOU) is without prejudice and without precedent to the interpretation or application of the Collective Agreement or any other agreements between the Parties. This LOU will not be disclosed or used by the Parties for future rights arbitrations, except to enforce the terms of this LOU. The Parties further agree that this LOU is made without prejudice with respect to any mediation or interest arbitration. None of the provisions of this LOU or subsequent letter agreements regarding any 24-Hour Shift Schedule Trial, nor any discussions arising from this LOU or subsequent letter agreements may be put before a mediator or an interest arbitrator by either Party as information or evidence in a 2022 or any subsequent round of collective bargaining.

The Parties agree to establish a 24-Hour Shift Schedule Trial Committee (hereinafter called "the Committee"). The Parties agree to the following Terms of Reference for the Committee:

1. The Committee will be comprised of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Union. By mutual agreement between the Parties, additional representatives may participate in discussions on an as needed basis to support the Committee.
2. The purpose of the Committee is to attempt to develop a plan for a 24-Hour Shift Schedule Trial (hereinafter called "the Plan"). The Committee will meet on a weekly basis and target completion of the development of the Plan within 60 days of ratification, with implementation to begin on or before ninety (90) days after completion of the development of the Plan. For clarity, the details of the Plan will be documented in the form of a subsequent Letter of Understanding (hereinafter called "the Letter of Understanding re: 24-Hour Shift Schedule Trial") agreed to by the Parties. The Letter of Understanding re: 24-Hour Shift Schedule Trial must be signed by the Parties before a 24-Hour Shift Schedule Trial is implemented.

- 3. The Parties agree that discussions related to the Letter of Understanding re: 24-Hour Shift Schedule Trial are entered into based upon the principle that there is neither any additional salary nor benefit cost to the Employer nor any reduction in the salaries or benefits received by employees.

The Parties agree that there will be no additional cost to the Employer from the 24-Hour Shift Schedule Trial.

- 4. In conducting its work, the Committee will consider the following:
 - o Potential amendments or variances to the Collective Agreement and Letters of Understanding;
 - o Data and information, including but not limited to time loss and WorkSafeBC claims, leaves, attendance, shift coverage, overtime, response time, apparatus incidents, training, residence; and
 - o Any other items the Committee determines to be relevant to its discussions.
- 5. If the Parties are unable to reach agreement on the Plan and subsequent Letter of Understanding re: 24-Hour Shift Schedule Trial, then the Committee may retain the services of a mutually agreed upon facilitator to assist the Committee with their discussions. The Employer and the Union shall each pay for half of the expense of the facilitator. In the event the Committee retains the services of a facilitator, those discussions will be covered by the terms of this LOU. The Parties agree that the facilitator does not have jurisdiction to issue any recommendations or impose a settlement on the Parties.

If the Committee is not able to mutually agree upon the Plan and subsequent Letter of Understanding re: 24-Hour Shift Schedule Trial, the findings of the Committee may be presented to the joint bargaining committee in the next round of collective bargaining between the Parties.

DATED ____ day of _____, 2026 in the City of White Rock.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

Signature

Signature

Date

Date

APPENDIX 2 – LETTER RE: SECTION 49.1 OF THE EMPLOYMENT STANDARDS ACT AND GRIEVANCE 2407-27

This is Appendix 2 referenced in item 11 of this Memorandum of Agreement.

Re: Section 49.1 of the Employment Standards Act, RSBC 1996, c 113 (the “ESA”) and Grievance 2407-27

The Parties agree to implement section 49.1 of the *ESA* in the following manner, on an interim and without prejudice basis:

1. On January 1st of each calendar year, employees will be eligible for the number of prescribed days of paid and unpaid sick leave for personal illness or injury required by section 49.1 of the *ESA* (together, the “*ESA Sick Days*”), provided they have completed ninety (90) consecutive days of employment.
2. The *ESA Sick Days* must be used in the calendar year in which they are earned and do not carry over to subsequent calendar years.
3. An employee taking sick leave must advise the Employer as soon as practicable whether they are electing to use a paid sick day pursuant to section 49.1(1) of the *ESA* (“*ESA Paid Days*”), an unpaid sick day pursuant to section 49.1(1)(b) of the *ESA* (“*ESA Unpaid Days*”), or a sick day pursuant Article 6.1 of the Collective Agreement (“*CA Days*”).
4. An employee who does not provide confirmation of their election as set out above will be deemed to have elected to use an *ESA Paid Day*, unless they have no *ESA Paid Days* left in the calendar year. If the employee has no *ESA Paid Days* left, the employee will be deemed to have elected to use a *CA Day*. If the employee also has no *CA Days* left, the employee will be deemed to have elected to use an *ESA Unpaid Day*.
5. For the purposes of the *ESA Sick Days*, any time taken off on any day for personal illness or injury counts as one *ESA Sick Day*, as the case may be.
6. Approval for *ESA Paid Days* and *ESA Unpaid Days* is subject to reasonably sufficient proof in accordance with section 49.1(2) of the *ESA*, which must be provided by the employee as soon as practicable when requested.
7. Employees who use an *ESA Paid Day* will be paid an average day’s pay by the Employer in accordance with section 49.1(3) of the *ESA*. For greater clarity, the employee will not be paid for time worked that day in addition to an average day’s pay, if the employee worked that day.
8. When an employee takes an *ESA Sick Day*, their banked sick leave credits (under the Collective Agreement) will not be reduced.

9. When an employee takes an *ESA* Sick Day, their gratuity plan credits (under the Collective Agreement) will not be reduced.

The Parties agree that the foregoing fully complies with all statutory requirements under the *ESA* and provides employees with their full statutory entitlement in the interim on a without prejudice basis until the Parties engage in the next round of collective bargaining.

Aside from the implementation of section 49.1 of the *ESA* as set out above, the Collective Agreement, including the sick leave and gratuity plan provisions, will continue to operate as usual in accordance with the terms of the Collective Agreement.