

2022-2024

COLLECTIVE AGREEMENT

between the

CITY OF NORTH VANCOUVER

and the

NORTH VANCOUVER FIREFIGHTERS' ASSOCIATION

LOCAL 296 (I.A.F.F.)

2022-2024
COLLECTIVE AGREEMENT
between
THE CITY OF NORTH VANCOUVER
and the
NORTH VANCOUVER FIREFIGHTERS' ASSOCIATION, LOCAL 296

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THIS AGREEMENT made and entered into the 1st day of January 2022.

BETWEEN:

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

A Municipal Corporation having its Municipal office at 141 West 14th Street in the City of North Vancouver, Province of British Columbia.

(hereinafter called the "Corporation")

OF THE FIRST PART

AND:

THE NORTH VANCOUVER FIREFIGHTERS' ASSOCIATION

Local #296, International Association of Firefighters

(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS it is the desire of both parties to this agreement to maintain the existing harmonious relationship;

AND WHEREAS the Corporation recognizes the Union as the bargaining agent of the employees of the Fire Department;

AND WHEREAS it is now thought desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW THEREFORE THIS INDENTURE WITNESSETH that it is hereby agreed between the parties hereto as follows:

ARTICLE 1 - DURATION OF AGREEMENT

1.1 Term of Agreement

This Agreement shall be for a term of three (3) years with effect from the first day of January, 2022 to and including the 31st day of December, 2024, and shall remain in full force and effect from year to year thereafter unless either party, within four (4) months immediately preceding the date of expiry of this Agreement, or the 31st day of December in any subsequent year, gives to the other party written notice of its desire to change, amend, or terminate such Agreement.

Subsections 50(2) and 50(3) of the Labour Relations Code shall be specifically excluded from and shall not be applicable to this Agreement.

1.2 Written Notice

In the case of notice to the Union, such notice shall be deemed to have been sufficiently given if delivered or mailed by prepaid registered post within the required time to the Secretary of the Association at 165 East 13th Street, North Vancouver, B.C., and in the case of notice to the Corporation, if delivered or mailed in the same manner to the Corporation of the City of North Vancouver, 141 West 14th Street, North Vancouver, B.C.

ARTICLE 2 - UNION SECURITY

2.1 Sole Bargaining Rights

- (a) The Corporation hereby recognizes and acknowledges the Union as the sole agent, representative and exclusive bargaining agency for those of the employees of the Corporation (hereinafter referred to as "Employees" or "Employee" as the context may require) engaged in the carrying out of the Fire Services for the Corporation.
- (b) The Corporation will recognize and treat with, as representing the Union for the purposes of this Agreement, the duly certified Bargaining Committee appointed by the Union, to act on its behalf in respect of all matters pertaining to rates of pay, salaries, and working conditions and any question or differences arising therefrom.
- (c) Any dispute (as defined in the Labour Relations Code) with respect to matters not covered by the terms of this Agreement shall, during the term of this Agreement, be the subject of collective bargaining between the Committee of the Union referred to in Article 2.1(b), of this Agreement, and the Labour Relations Committee of the Corporation.

2.2 Dues Deduction

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, provided membership in the Union remains on a voluntary basis and is not a condition of employment. This deduction shall become effective during the first pay period immediately following completion of thirty (30) calendar days' continuous service, but the deduction shall be made only if the employee is still in the employ of the Corporation on the final day of the aforesaid pay period. Deduction shall be made in respect of all subsequent pay periods provided an employee works any part of the month.

ARTICLE 3 - HOURS OF WORK

3.1 Work Week - Fire Suppression Crew

The work week for employees covered by this Agreement shall not exceed an average of forty-two (42) hours, subject to the provisions of the "Fire Department Act".

3.2 Work Week - Fire Prevention and Fire Training Crews

- (a) The work day for the Inspectors on the four (4) day work week will be from 0800 hours to 1200 hours and from 1230 hours to 1715 hours.
- (b) The work day for the Inspectors on the five (5) day work week will be from 0830 hours to 1200 hours and from 1300 hours to 1630 hours.
- (c) Subject to certain conditions as specified below, all Inspectors shall function on a four (4) day work week.

It is further understood and agreed between the parties that, where in the opinion of the Fire Chief a situation exists which requires a five (5) day work week or additional staffing coverage, the Fire Chief may implement such rescheduling of working days and/or working hours as are deemed to be necessary to meet the needs of the Fire Prevention Office. In addition, the Acting Captain rate shall not apply on the fifth (5th) day of a week, but rather the Deputy Chief or Fire Chief shall be in charge for that period; and the four (4) day shift may be altered from Monday through Thursday to Tuesday through Friday or vice-versa depending on the coverage in the office.

3.3 Work Week - Mechanic/Emergency Vehicle Technician

The work day for the Emergency Vehicle Technician working a five (5) day work week will be from 0730 hours to 1200 hours and from 1300 hours to 1630 hours. These hours of work may be varied at the discretion of the Fire Chief based on operational requirements and by mutual agreement with the Union and the Employee.

ARTICLE 4 - CLASSIFICATION AND PAY

4.1 Limitation of Firefighter Duties

No employee bound by this Agreement shall perform any work or duty during the course of the employee's employment as a Firefighter not in any way connected with

- (a) the prevention and suppression of fire, and
- (b) maintenance of ambulance service, and
- (c) the routine housekeeping, painting and maintenance of equipment and real property related thereto.

4.2 Definitions of Employees

Employees covered by this Collective Agreement are employed on a full-time basis as outlined in Article 3 – Hours of Work, or such other number of weekly hours as is recognised in the Collective Agreement as normal hours of work, for an indefinite period.

4.3 Probationary Period

- (a) New Employees: New employees shall be considered to be on a probationary basis until the completion of twelve (12) months' satisfactory service. If such employee continues in employment after the twelve (12) month probationary period, the employee shall be considered to be on a permanent basis, and seniority, vacations, and other perquisites referable to length of service shall date back to the original date of employment.
- (b) Promotions: Employees promoted or awarded new positions shall receive full pay upon receiving their promotion and shall be given six (6) months in which to prove satisfactory, and if they fail to do so, shall be returned to their former position without loss of seniority in such former position.
- (c) Defined standards of performance to be met by probationary employees during their probation period are as follows:
 - (i) New employees shall be placed in a probationary capacity until the completion of twelve (12) months' service.
 - (ii) This period shall be for the purpose of determining an employee's suitability for continued employment. At any time during this period employment may be terminated if it can be satisfactorily shown the employee is unsuitable for employment.
 - (iii) Suitability for employment will be decided on the basis of factors such as:
 - (1) quality of work;
 - (2) ability to work harmoniously with others;
 - (3) conduct;
 - (4) ability to meet position specific standards set by the Corporation.
- (d) Where an employee is absent from work during their probationary period for a cumulative total of twelve (12) or more shifts the probationary period shall be extended by a period equal to the total time absent.

4.4 Pay for Acting in a Senior Capacity and Vacation Adjustment

- (a) Any employee covered by this Agreement 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, for one (1) hour or more, shall be paid at the rate for the senior position or rank while so acting.

4.5 Salaries

The salaries to be paid to employees by the Corporation during the currency of this Agreement shall be those set forth in Schedule "B" hereto.

4.6 Overtime and Call-Back Service

Call-back service shall be paid for at the following rates:

- (a) In the case of an employee being called back in the absence of staff from the Hall to work on either a unit of firefighting apparatus, or a Rescue and Safety vehicle, the employee shall be paid at the rate of two (2) times the employee's regular hourly classified rate of pay for the entire period spent at the employee's place of work in response to the call, with a minimum of three (3) hours at the rate of two (2) times the aforementioned regular rate of pay.
- (b) If, after a call-out, additional calls are made upon the employee before the expiry of the minimum three (3) hour period or before the employee arrives home, whichever shall last occur, such extra calls shall not be treated as separate calls.
- (c) An employee who is required to work overtime immediately preceding or following a regular shift shall be paid at the rate of one and one-half times (1.5X) the hourly rate of the employee for the first two (2) hours worked, and two times (2X) the hourly rate of the employee for all overtime worked beyond two (2) hours, computed on the basis of the employee's normal working hours.

When computing the payment of overtime of an employee under this Article, all time worked by an employee from the completion of the regular shift until the employee returns (if the duties required the employee to leave their regular place of work) to their regular place of work, (e.g., the Fire Hall at which the employee is stationed) and has been relieved of further duties, shall be deemed to be overtime.

$$\frac{\text{Monthly Rate} \times 12}{26.089} = \text{Bi-weekly Rate}$$

$$\frac{\text{Bi-weekly Rate}}{\text{Bi-weekly Hours}} = \text{Hourly Rate}$$

- (d) Where an employee is required to work an extra shift, the employee shall be paid at the rate of one and one-half times (1.5X) the employee's regular hourly rate of pay for the extra shift worked. Should that shift be extended, any extended hours worked will be paid at the rate of two times (2X) the employee's regular hourly rate of pay for the extended hours worked during that extra shift.
- (e) Double (2X) the regular rate of pay of an employee's designated classification will be paid when an employee is called back to work in an emergency on a Public Holiday, with a

minimum of three (3) hours at the rate of two times (2X) the aforementioned regular rate of pay.

- (f) Fire Prevention: Overtime and call-backs would be paid at the prevailing rate of pay according to the agreement in effect at the time.
- (g) Overtime to Serving Officers attending Promotion Training School (see Article 8.10) shall be paid in accordance with Article 4.6(i).
- (h) An employee shall be paid at the rate of regular straight time when reporting for work on the call of the Corporation for the purpose of attending a meeting of an administrative nature (i.e. Meetings, Recruitment and Committees), but subject to the following conditions:
 - (i) at least one (1) week's notice of the meeting date shall be provided;
 - (ii) in the event a scheduled meeting date is postponed, at least one (1) week's notice of the new meeting date shall be provided;
 - (iii) the rate of regular straight time shall be paid for the entire period spent at the meeting, with a minimum of three (3) hours at the rate of regular straight time the hourly rate;
 - (iv) the Corporation will be required to schedule the meetings by canvassing each employee concerned in advance in order to identify and thereby to attempt to avoid those off duty days which would be unduly inconvenient to the employee;
 - (v) each employee involved in any such scheduling effort will be expected to cooperate fully in the effort, but will not be subject to discipline for failure to agree to meet on any day when the employee has a prior commitment of a personal nature; and
 - (vi) nothing contained in this Article 4.6(h) shall be construed so as to interfere with the right of the Employer to require an employee to report to work pursuant to Article 4.6(a), (b), (c) and (d) for the purpose of attending a meeting of an administrative nature or of any other kind, in which case neither the rate of regular straight time the hourly rate, nor any of the conditions set out in paragraphs (i) to (v) inclusive of this Article 4.6(h), shall apply.
- (i) An employee who is required to work a portion of a shift for the purpose of relieving another employee who has been given a leave of absence to attend any course or instruction and/or training, shall be paid at their regular straight time rate of pay. Pursuant to this Article 4.6(i), any period of work which immediately follows or immediately precedes a regular shift will not be subject to any minimum period of compensation. Any other period of work will be subject to a minimum of three (3) hours at the rate of regular straight time rate of pay.

- (j) Overtime shall be calculated on the basis of quarter hours; in the event overtime worked exceeds a quarter hour, such overtime shall be calculated based on the next highest quarter hour.

4.7 Instructor's Pay

Approved and certified instructors will be paid as follows:

- (a) When employee is assigned to formal on-duty instructor-related duties, while working their normal regular shift, the employee shall receive payment at twenty-two percent (22%) above their regular rate of pay.
- (b) Payment for time worked as an on-duty instructor shall be based on the hours worked as an instructor. When an employee works as an instructor for a period of three (3) hours or more on a shift, the employee will be compensated with five (5) hours of instructor pay. Where instruction duties exceed six (6) hours on a shift, the employee will be paid for ten (10) hours.
- (c) Off duty instructors will receive payment for the hours worked as an instructor at twenty-two percent (22%) above their regular straight time rate of pay and will be compensated for all hours as an instructor, with a minimum of three (3) hours.
- (d) Time worked as an on-duty Instructor will be paid. Time for off-duty Instructors may be banked and replenished up to a maximum of thirty-six (36) hours per calendar year and may be used as paid time off, at the employee's base rate of pay. Paid time off shall always be regarded as a day shift or night shift. If not used by the calendar year end in which it is earned, banked time shall be paid out at the prevailing straight rate of pay twenty-two percent (22%) above their regular rate of pay in the following year.
- (e) If mutually agreed, off duty instructors may request a lieu day (a shift) in lieu of payment as an Instructor, the scheduling of which will not attract overtime. This option shall be available for a scheduled full day on instruction, as scheduled by the applicable Chief Officer. A full day of instruction shall be a minimum of eight (8) hours. The lieu shift shall be scheduled immediately and taken within sixty (60) calendar days of the shift earned. The Corporation may cancel the scheduled shift with seven (7) calendar days' notice. Upon cancellation by the Corporation, the shift shall be scheduled immediately and taken within sixty (60) calendar days of the cancellation.
- (f) When instructors attend instructor meetings, workshops or training, payment shall be in accordance with Article 4.6(h) (iii) – Call back/Overtime.
- (g) Instructor duties shall be pre-approved by the Fire Chief (or designate).

4.8 Minimum Certification – Emergency Vehicle Technician

- (a) The Emergency Vehicle Technician will maintain the Emergency Vehicle Technician certification to the appropriate level of their classification/pay and all other licences and certifications as outlined in the Emergency Vehicle Technician job classification.
- (b) During the first (1st) year, the Emergency Vehicle Technician will be required to have/obtain a minimum certification of Licenced Heavy Duty Mechanic and will successfully complete and thereafter maintain Level 1 of Emergency Vehicle Technician certification.
- (c) During the second (2nd) to fourth (4th) year, the Emergency Vehicle Technician will be required to successfully complete, and thereafter maintain, Level 11 and Level 111 of Emergency Vehicle Technician certification.
- (d) The Employer and the Union agree that should the City determine that the EVT classification/position is no longer required at the Fire Department, then this position will be eliminated and replaced with an additional Firefighter in the Suppression Division.

4.9 Telephone Consultation – Emergency Vehicle Technician

When an employee is contacted by a supervisory authority or designate for assistance whilst off duty, and is able to deal with the problem over the telephone or by computer and does not have to report to the worksite, the employee shall be paid one (1) hour of pay at double the employee's regular rate of pay. Multiple telephone calls within one (1) hour period will be treated as one (1) event for the purpose of pay. Consecutive events lasting more than one (1) hour will be paid for actual time worked. An employee will not be eligible for this form of callout pay if the callout requires the employee to return to the worksite whereupon the employee will be paid for actual time worked at the worksite. A telephone callout will only be paid out and cannot be banked.

ARTICLE 5 - EMPLOYMENT

5.1 Seniority

- (a) In making promotions, demotions, transfers, or layoffs, the required knowledge, ability, and skills shall be the primary consideration and where two or more applicants are equally capable of fulfilling the duties of the position, the length of service with the Corporation shall be the determining factor. It is agreed and understood that in the matter of applicants, current service employees shall be given preference.

Employees hired on or after 1999 October 14

For the purposes of this Subsection 5.1(a), the length of service with the Corporation shall be established on the basis of an employee's continuous service with the Corporation's Fire Department.

- (b) For the purpose of establishing seniority of present employees of the Department, there is attached hereto a list of all employees presently employed (Schedule "A") showing the date from which seniority shall commence, and which is accepted by both parties hereto as establishing such seniority. The said list is to be revised from time to time as necessary.
- (c) For the purpose of establishing the seniority of employees who commenced employment with the Department on the same day, such employees shall be ranked by the Fire Chief based on the employee's rating during the selection process, giving the employee with the highest rating the higher seniority.
- (d) All periods of time in which an employee acts in a senior capacity for sixteen (16) or more continuous shifts, shall be accrued to a maximum of three (3) months and shall be deducted from the probationary period of such employee upon promotion to a position carrying the rank in which such employee had acted.
- (e) Where an employee leaves the Fire Department voluntarily and is later re-engaged, the employee's seniority shall date from the time of re-engagement.
- (f) Effective 2024 February 27, upon promotion outside of the bargaining unit for which the Union has bargaining authority to a position excluded from the Union's bargaining unit, an employee or the Corporation shall have the right to serve reversion notice for a return to the bargaining unit, within the first six (6) months of the employee's promotion, or within a period of up to twelve (12) months at the Fire Chief's discretion in extenuating circumstances. During this time, the vacancy will be filled on an acting basis. If no reversion is activated within the allotted time period, the vacancy will be reassigned from acting to confirmed, moving forward. The activation of this reversion will take place as soon as operationally possible. When reverting, the employee shall meet any prior or new qualifications for the held position and may be subject to a refresher review. The employee may move to a lesser role and not their previous role until they have completed the aforementioned.
- (g) The reverting employee shall suffer no loss of seniority and such seniority shall be their total length of service with the Fire Department.

5.2 Termination of Employment

- (a) Employees shall be entitled to notice upon termination (for reasons other than retirement) on the following basis:
 - (i) Less than one (1) year of service, two (2) weeks' notice or pay in lieu of notice;
 - (ii) One (1) year of service or more, one (1) month's notice or pay in lieu of notice.
- (b) It is mutually agreed that the provisions of 5.2(a) of this Article do not apply in cases of temporary layoffs or discharge for just cause.
- (c) Vacation Benefit: Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which

termination occurs on the basis of one-twelfth ($\frac{1}{12^{\text{th}}}$) of their vacation entitlement for that year for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked to the date of termination. In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation.

- (d) No Discrimination due to Disability: Sickness or disability resulting from an accident suffered or incurred while engaged in the carrying out of the employee's duties shall not constitute a ground for discharge of any employee, provided that it is possible for such employee, in the opinion of the Medical Officer of the Corporation, to, upon recovery, carry on duties in the fire service of the Corporation and if the said Medical Officer is of the opinion that the employee is physically and mentally fit to perform the duties of such position, such employee shall continue in the position held prior to such sickness or accident.

It is understood that the Director of Human Resources will require the opinion of the Medical Officer of the Corporation, only if the information provided by the employee's physician is not satisfactory to the Corporation.

5.3 Safety

The Corporation shall observe all reasonable precautions and provide all safety devices or appliances that may be reasonably required for the ample protection of the employees. All employees shall cooperate with the Corporation in the prevention of accidents and will from time to time as the occasion requires, make such representations to the Chief of the Fire Department as to the prevention of accidents as may be considered necessary.

5.4 General Residence Requirements

(a) Extended North Shore Boundaries - All Divisions

A minimum of 60% of the total number of IAFF members, including all Divisions and Floater Firefighters, (rounded to the whole number) must reside in the City of North Vancouver or in one of the following municipalities:

District of West Vancouver	Coquitlam
District of North Vancouver	Port Coquitlam
Village of Lions Bay	New Westminster
City of Vancouver	Squamish
Burnaby	Pitt Meadows
University Endowment Lands	Port Moody

(b) Extended Boundaries-All Divisions

After submission of a written request and with subsequent written approval of the Fire Chief, a maximum of 34% of the total number of IAFF members, including all Divisions and Floater Firefighters, (rounded to the whole number) may reside in the extended areas defined as follows:

Richmond
 Delta
 Surrey
 Maple Ridge
 Township of Langley
 City of Langley
 White Rock

(c) Outside Extended Boundaries - All Divisions

After submission of a written request and with subsequent written approval of the Fire Chief, a maximum of 6% of the total number of IAFF members, including all Divisions and excluding Floater Firefighters, (rounded to the whole number) may reside in the outside extended areas defined as follows:

Whistler
 Abbotsford
 Mission
 Chilliwack
 Sunshine Coast
 Bowen Island

It is understood that two current members (DD) and (SG) shall be included in the 6% maximum.

In the event that a member residing in category (c) is unable to report for duty as a consequence of a situation such as a road closure or a disruption of ferry service, the employee shall be required to provide coverage of that member's shift at no additional cost to the Employer. If the employee does not provide coverage for the shift, then the Parties acknowledge and accept that the Employer will not pay the employee for the shift to which coverage was not provided.

(d) Fire Prevention Division, Emergency Vehicle Technician and Training Captain

Must reside in the areas identified in paragraph 3(a), 3(b) or 3(c).

(e) Floater Firefighters - Suppression Division

Must reside in the areas identified in paragraph 3(a) or 3(b).

ARTICLE 6 - BENEFITS

6.1 Vacations - Fire Suppression Crew

Paid annual vacations for all employees covered by this Agreement shall be allowed as follows:

- (a) Employees leaving the service of the Corporation less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the "Employment Standards Act".
- (b) In the first part calendar year of service, vacations will be granted to employees on the basis of one-twelfth ($\frac{1}{12^{\text{th}}}$) of eight (8) duty shifts for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st.
- (c) During the second (2nd) calendar year of service, eight (8) duty shifts.
- (d) During the third (3rd) to and including the tenth (10th) calendar years of service - twelve (12) duty shifts.
- (e) During the eleventh (11th) to and including the twenty-third (23rd) calendar year of service except the twenty-first (21st) calendar year of service - sixteen (16) duty shifts.
- (f) During the twenty-first (21st) calendar year of service - twenty (20) duty shifts.
- (g) During the twenty-fourth (24th) and all subsequent calendar years of service - twenty (20) duty shifts.
- (h) After the completion of twenty (20) years' service - sixteen (16) additional duty shifts will be granted as annual leave; to be taken from January 1st in the calendar year in which the qualifying anniversary occurs up to the end of the calendar year in which the last anniversary date occurred before the completion of twenty-five (25) years of service, provided however, that if the employee exercises this privilege and fails to remain employed by the Corporation for any reason until the employee's anniversary date in that year, the employee must reimburse the Corporation for the cost of the employee's long service leave, and a similar allowance shall be made at the completion of twenty-five (25) years' service and each subsequent five (5) year period thereafter.
- (i) The Corporation may elect to pay out in cash both the Annual Vacation and Statutory Holiday entitlements accrued to recruits in their first part year of service.
- (j) (i) "Calendar Year" for the purposes of this Agreement shall mean the twelve (12) month period from January 1st to December 31st, inclusive.
 (ii) All vacation shall commence on the first duty shift after the employee's days off, and all vacations shall be allotted on a duty shift basis.

6.2 Vacations - Fire Prevention Crew, Fire Training Crew and Mechanical

- (a) Employees of the Fire Prevention Office, Training Office and Mechanical leaving the service of the Corporation less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the "Employment Standards Act".

- (b) In the first part calendar year of service, vacation will be granted to employees on the basis of one-twelfth ($\frac{1}{12}$) of ten (10) working days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st, based on a five (5) day work week.
- (c) During the second (2nd) calendar year of service, ten (10) working days, based on a five (5) day work week.
- (d) During the third (3rd) to and including the tenth (10th) calendar years of service - fifteen (15) working days, based on a five (5) day work week.
- (e) During the eleventh (11th) up to and including the twenty-third (23rd) calendar years of service except during the twenty-first (21st) calendar year of service - twenty (20) working days, based on a five (5) day work week.
- (f) During the twenty-first (21st) calendar year of service - twenty-five (25) working days, based on a five (5) day work week.
- (g) During the twenty-fourth (24th) and all subsequent calendar years of service - twenty-five (25) working days, based on a five (5) day work week.
- (h) After the completion of twenty (20) years' service - twenty (20) additional working days, based on a five (5) day work week, will be granted as annual leave; to be taken from January 1st in the calendar year in which the qualifying anniversary occurs up to the end of the calendar year in which the last anniversary date occurred before the completion of twenty-five (25) years of service, provided however, that if the employee exercises this privilege and fails to remain employed by the Corporation for any reason until the employee's anniversary date in that year, the employee must reimburse the Corporation for the cost of the employee's long service leave, and a similar allowance shall be made at the completion of twenty-five (25) years' service and each subsequent five (5) year period thereafter.
- (i) The Corporation may elect to pay out in cash both the Annual Vacation and Statutory Holiday entitlements accrued to recruits in their first part year of service.
- (j) For Prevention Office and Training Office, during annual vacations, long service leave or any leave of absence or sickness of one (1) week or more, the work week will revert back to the five (5) day week.
- (k) The following shall apply:
 - (i) "Calendar Year" for the purposes of this Agreement shall mean the twelve (12) month period from January 1st to December 31st, inclusive.
 - (ii) All vacation shall commence on the first duty shift after the employee's days off, and vacations shall be allotted on the basis of a five (5) day work week and which operationally for the Fire Prevention Office and Training Office may be on a four

(4) day work week basis, as outlined in Article 3.2 – Work Week – Fire Prevention and Fire Training Crews.

6.3 Public Holidays

- (a) Firefighters, Lieutenants and Captains who are engaged in the type of work to be performed continuously and every day including public holidays throughout the year, and who have completed twelve (12) months continuous service by December 31, 1974 shall receive in each calendar year in lieu of the holidays set forth below, time equivalent to twelve (12) consecutive working shifts: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, Truth and Reconciliation Day and one additional working shift for any public holiday proclaimed by the City Council or by the Federal or British Columbia Governments in addition to those listed above. Should Suppression Division employees be scheduled on a 24-hour shift pattern, Truth and Reconciliation Day will be payable only and cannot be taken as paid time off for operational reasons.
- (b) Such holidays shall be granted by the Chief of the Fire Department when the employee can best be relieved from duties and the employee's duties fulfilled by other employees, and be in the Fire Chief's sole discretion.
- (c) All other employees including those in Fire Prevention shall be guaranteed twelve (12) public holidays and one (1) additional day for any public holiday proclaimed by the City Council or by the Federal or British Columbia Government in addition to those listed in Article 6.3(a).

PROVIDED THAT:

- (i) Whenever one of the above-mentioned public holidays falls on a Saturday or a Sunday and the Government of Canada and the Government of the Province of British Columbia, or either of them in the absence of the other, proclaim that such public holiday be observed on a day other than Saturday or Sunday, then the day so proclaimed shall be read in substitution for such public holiday;

SAVE AND EXCEPT THAT:

Whenever one of the aforementioned public holidays falls on a Saturday or a Sunday and neither the Government of Canada nor the Government of the Province of British Columbia proclaims that such public holiday be observed on a day other than Saturday or Sunday, or the proclamations of such governments do not proclaim the same day for the observance of such public holiday, then not less than seven (7) calendar days prior to that public holiday, the Corporation shall post a notice or notices in conspicuous places so that each employee affected thereby may have ready access to and see the same, designating the employee's holiday entitlement in accordance with one of the following methods:

- (1) one (1) day's pay at the employee's regular rate of pay, or
 - (2) a holiday with pay within the calendar year in which such public holiday falls, on any normal working day which immediately precedes or immediately follows one of the employee's normal rest days or one of the public holidays hereinbefore defined in Article 6.3(a).
- (ii) In the case of an employee's termination of service for any reason, adjustment will be made for any overcompensation provided under Section 6.3(c)(i)(2) herein.
 - (iii) Prior to the posting of any notice advising the employees of their entitlement under Section 6.3(c)(i) herein, the Corporation will afford the Union an opportunity to discuss the substance of the notice.
 - (iv) If a public holiday falls on a regular working day while an employee is on annual vacation, the employee shall receive one (1) additional day of vacation with pay in lieu of the said public holiday.
- (d) Any Firefighter, Lieutenant or Captain who is required to work on any of the public holidays in paragraph 6.3(a) herein shall in addition to the entitlement set forth in this Section 6.3, Public Holidays, receive a payment in cash at the rate of fifty percent (50%) of their regular hourly rate for each of the hours during which the employee is on duty on such public holiday between the hours of 12.01 a.m. and 11.59 p.m.

6.4 Sick Leave and Gratuity Plan

(a) Sick Leave Plan

- (i) After completion of six (6) months of service, all employees covered by this Agreement shall be eligible to sick leave with pay at the rate of one and two thirds ($1\frac{2}{3}$) days for each month worked, with any unused portion accruing in the future years to a maximum of two hundred and sixty-one (261) days.
- (ii) The Fire Chief or designate may request a medical certificate when an employee takes sick leave (with or without pay) when reasonably needed by the Employer.
- (iii) An employee may use sick leave credits for time lost through accidental injuries provided that if the employee should later make a claim or commence an action for damages against a third party in respect of such injuries, the employee shall include therewith a claim for loss of wages and shall reimburse the Corporation to the extent that the employee recovers in respect of the claim for loss of wages. After receipt of such monies, the Corporation shall credit the employee with the number of sick days equivalent thereto and any resultant gratuity days to which the employee may be entitled.

(b) Gratuity Plan

Effective 2024 February 27:

(i) Each employee will be eligible to bank up to three (3) gratuity days per calendar year if both individual and Department attendance goals are achieved as detailed below:

(1) Subject to meeting the requirements of (3) below:

a. An employee who, from April 1 to September 30 inclusive, does not miss any scheduled shifts (whether partially or fully) will bank one (1) gratuity day; and

b. An employee will bank one (1) gratuity day if they do not over two time periods combined, from January 1 to March 30 inclusive and from October 1 to December 31:

(1) miss more than two (2) consecutive scheduled shifts (whether partially or fully), or

(2) miss more than four (4) scheduled shifts (whether partially or fully).

(2) An employee who has banked any gratuity days under (1) above in a Calendar year will also be eligible to bank one (1) additional gratuity day if the Department's absenteeism average for the calendar year also does not exceed the equivalent of five (5) missed shifts.

(3) If the Department's absenteeism average exceeds the equivalent of five (5) missed shifts for the calendar year, then an employee will still retain any gratuity days that they banked under Article 6.4(b)(1) if the Department's absenteeism average does not exceed the equivalent of seven (7) missed shifts for the calendar year. An employee will lose all gratuity days that they banked under Article 6.4(b)(1) for the calendar year if the Department's absenteeism exceeds the equivalent of seven (7) or more missed shifts for the calendar year.

For clarity, absences due to protected leaves taken under the British Columbia Employment Standards Act, absences due to protected grounds under the British Columbia Human Rights Code, and absences due to approved workers' compensation leaves under the Workers Compensation Act will not be counted as missed shifts under Article 6.4(b)(i) or in the calculation of the Department's absenteeism average.

(ii) Unless otherwise paid out or used as provided for under Article 6.4(b), the banked gratuity days will be paid when an employee leaves their employment with the

Employer, providing the employee has completed at least three (3) years of service in the Fire Department. The banked gratuity days will be paid at the rate of pay in effect at the time of the employee's last day of service with the Department;

- (iii) Providing an employee has completed three (3) years of service with the Fire Department, such employee may elect, prior to the end of the calendar year, to receive cash in lieu of banked gratuity days in the following year at the prevailing rates.
- (iv) An employee who has completed at least three (3) years of continuous service as outlined in Article 6.4(b)(iii) and who has accrued a gratuity bank under Article 6.4(b) may make a request to the Fire Chief to use this banked time as paid time off from work, subject to the following requirements:
 - (1) The employee may use gratuity time for single or consecutive shifts, up to twelve (12) shifts in a calendar year.
 - (2) The employee and the Employer have mutually agreed to the Employee taking the paid time off at the scheduled time and where no operational reasons have arisen to justify the Employer cancelling the leave as scheduled. For clarity, an employee's use of gratuity time as paid time off shall always be subject to the needs of the Fire Department. The Employer may cancel the scheduled gratuity time off with seven (7) calendar days' notice. An employee is not entitled to overtime pay if they are required to work during a cancelled period of gratuity leave unless the employee otherwise qualifies for overtime under the collective agreement.
 - (3) Unless otherwise determined by the Fire Chief to be operationally permissible in the Fire Chief's sole discretion acting reasonably, no more than one employee per Division may be absent on gratuity leave at any one time. For the purposes of this subsection, retiring employees using gratuity leave pursuant to Article 6.4(b)(v) will not be counted.
- (v) Any employee may use their gratuity bank immediately prior to retirement as follows:
 - (1) Suppression Division:
 - i. Written notification to the Fire Chief of a decision to retire on pension; and
 - ii. That this written notification is received by the Fire Chief by no later than September 15th of the year immediately preceding the year the employee will be retiring on pension; and

- iii. That the employee's retirement date will be no later than the end of February of the following year; and
 - iv. The employee may apply to take up to a maximum of twenty (20) duty shifts as paid time off from their gratuity bank immediately prior to their retirement; and
 - v. Such a request will be considered based on operational requirements at the Fire Chiefs discretion.
- (2) Training, Fire Prevention and Mechanical Divisions:
- i. Written notification to the Fire Chief of a decision to retire on pension; and
 - ii. That this written notification is received by the Fire Chief at least 120 calendar days before the date the employee will be retiring on pension; and
 - iii. The employee may apply to take up to a maximum of 20 work days as paid time off from their gratuity bank immediately prior to their retirement; and
 - iv. Such a request will be considered based on operational requirements at the Fire Chief's discretion.

6.5 Premiums for Health and Welfare Benefits

Effective 2024 February 27:

- (a) The Corporation will accept responsibility for providing the following coverage and will pay one hundred (100%) of the monthly premiums for the following health and welfare benefits:
- (b) Extended Health Benefits
 - (1) After the completion of six (6) months' service, all employees covered by this Agreement shall be eligible for the Extended Health Benefits Plan. The Corporation will pay one hundred percent (100%) of the monthly premium of this plan for all eligible members of the Fire Department. The Extended Health Benefits Plan includes coverage for professional services of the following practitioners to the maximum amount indicated per calendar year, but excluding appliances and tray fee:
 - (a) Acupuncturist, chiropractor, naturopath, massage Practitioner, physiotherapist, podiatrist, and speech language pathologist combined to \$4,000.00;

- (b) Psychologist and clinical counsellor combined to \$2,000.00;
- (c) Extended Health lifetime maximum amount of benefits payable for a member or dependant to unlimited; and
- (d) The Vision Care Option portion of the Extended Health Benefits Plan shall provide every employee with a maximum benefit of four hundred dollars (\$400.00) claimable in any twenty-four (24) month period, together with a standalone lifetime benefit of two thousand dollars (\$2,000.00) per employee for laser eye surgery, subject otherwise to the provisions of the Plan. Premiums for the Vision Care Option shall be borne one hundred percent (100%) by the Corporation.

(c) Dental Care Plan

The Dental Care Plan will be available to all employees in the form of one hundred percent (100%) payment for Plan "A", sixty percent (60%) for Plan "B" and sixty percent (60%) for Plan "C" for employees and their dependents to a lifetime maximum benefit payable of six thousand dollars (\$6,000.00).

(d) Group Life Insurance

- (i) After the completion of six (6) months' service, all employees covered by this Agreement shall be eligible for coverage under the Group Life Insurance program.
- (ii) The Corporation will provide group life insurance coverage to all eligible employees, based on one thousand dollars (\$1,000.00) of insurance for each one thousand dollars (\$1,000.00) of gross basic annual salary. The salary shall be computed to the next highest one thousand dollars (\$1,000.00).
- (iii) Former employees who were retired as of 1999 December 31 shall remain entitled to the reduced insurance coverage of one thousand dollars (\$1,000.00) as outlined in Article 6.5(g) of the 1995-1996 Collective Agreement.

6.6 Compassionate Leave

Employees may be granted leave with pay as follows, at the discretion of the Fire Chief:

Effective 2024 February 27:

- (a) In order to arrange and/or attend the funeral of a deceased relative:
 - (1) A maximum of four (4) days in the case of the death of a spouse (including common-law spouse and same sex partner), parent, sibling, child, grandchild, grandparent, parents-in-law, grandparents-in-law or in the case of the death of any other relative if living in the employee's household; or

- (2) A maximum of two (2) days in the case of the death of a sibling-in-law, child-in-law, niece, nephew, ward or guardian;
- (b) Periods of time in excess of two (2) or four (4) days may be granted at the discretion of the Fire Chief with or without pay.
- (c) One (1) day in order to attend a funeral as a pall bearer or mourner with the approval of the Fire Chief, where not otherwise covered by Article 6.6(a) or 6.6(b).

6.7 Leave of Absence Without Pay

Any employee desiring leave-of-absence without pay shall apply to the Fire Chief and the decision shall be governed by the Corporation's prevailing Leave of Absence Without Pay policy.

6.8 Leave of Absence - Union Business

Bargaining representatives of the Union shall be granted leave of absence (by providing reliefs) to attend to Union business, subject to the approval of each absence by the Fire Chief.

6.9 Maternity and Parental Leave

(a) Length of Leave

(i) Birth Parent

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth parent dies or is totally disabled as deemed by a physician, an employee who is the non-birth parent of the child shall be entitled to both maternity and parental leave without pay.

(ii) Non-Birth Parent

An employee who is the non-birth parent shall be entitled up to sixty-two (62) consecutive weeks of parental leave without pay. The employee shall take the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the employee.

(iii) Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' maternity leave without pay where a medical practitioner certifies the employee is unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

In no case shall the combined maternity and parental leave exceed seventy-eight (78) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (i) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (ii) An employee shall provide written notice to the Human Resources Division, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In case of adoption of a child, the employee shall provide as much notice as possible.)
- (iii) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (iv) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date he or she intends to return to work.
- (v) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (vi) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave shall be deemed to have started on the date the employee gave birth.

(c) Return to Work

On resuming employment, an employee shall be reinstated to his or her previous position or a comparable position and for the purposes of seniority, pay increments and benefits, referenced in (e) herein, and for vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation leave which is unpaid.

(d) Sick Leave

- (i) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (ii) Subject to paragraph (d)(i), an employee on maternity leave or parental leave who has notified the Human Resources Division of their intention to return to work pursuant to paragraph (b)(iv) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which they would otherwise have returned to work.

(e) Benefits

- (i) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage, all benefits named in this paragraph shall continue.
- (ii) Pension contributions will cease during the period of the leave. If an employee is eligible to buy back this service, the buyback will occur in accordance with the Municipal Pension Plan Rules.

(f) Supplementary Employment Insurance Benefits

- (i) Birth parents who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (ii) Subject to the approval of the Employment Insurance Commission, non-birth parents who, due to the death or total disability of the birth parent, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (iii) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their regular gross weekly earnings and is paid as follows:
 - (1) for the first six (6) weeks, which includes the Employment Insurance waiting period; and

- (2) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
 - (v) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
 - (vi) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

6.10 Jury and Witness Leave

- (a) An employee who is called for Jury Duty in a Court proceeding or is subpoenaed as a Crown witness shall be given time off work during the period of such duty. The employee shall suffer no loss of regular pay for the time so spent and any remuneration received by the employee during their regularly scheduled work hours for such duty shall be remitted to the Employer.
- (b) Any costs related to the Court appearance (such as transportation, parking and meals) shall remain the responsibility of the employee. Employees are not required to remit to the Employer, allowances they receive from the Court for travelling, meals or related expenses.
- (c) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (d) Employees attending Court on behalf of the Employer while they are not on duty shall be compensated at the rate of one and one-half (1½) the employee's regular hourly rate of pay for the hours spent at Court.
- (e) An employee seeking leave under this Article shall provide as much notice as possible to the Employer of the date they are scheduled for Jury Duty or the Court appearance.

6.11 Training

- (a) The Union agrees that all employees covered by this Agreement shall undertake such training in First Aid as is required from time to time by the Corporation, and the Corporation will pay the training fees incurred.
- (b) No employee shall suffer any loss of remuneration as a result of any training course or study required and approved by the Corporation and any proper expenses in connection with the training course or study shall be paid by the Corporation.

6.12 Uniforms

- (a) For every person covered by this Agreement, the Corporation will provide, on completion of six (6) months' service, a complete uniform and thereafter will make issues before August 15th in each year as follows:
 - (i) PROBATIONARY (ALL):
 - Four (4) Work Shirts
 - Four (4) Pairs Trousers
 - One (1) pair Safety Work Boots
 - One (1) Work Jacket
 - One (1) Sweater Vest
 - One (1) Uniform Belt (*)
 - One (1) Ball Cap (*)
 - One (1) Toque (*)
 - One (1) Pair Shorts (*)
 - Four (4) T-shirts
 - (ii) COMPLETION OF SIX (6) MONTHS' SERVICE (ALL):
 - One (1) Uniform Tunic (*)
 - One (1) Uniform Cap (*)
 - One (1) Black Tie (*)
 - One (1) Pair Black Walking Shoes (*)
 - (iii) ANNUALLY (ALL):
 - Minimum Two (2) and Maximum Four (4) (*) Work Shirts
 - Two (2) Pairs Trousers
 - Two (2) T-Shirts
 - (iv) EVERY TWO (2) YEARS (ALL):
 - First issue will be during 2017 and every 2nd year thereafter (e.g. 2019)
 - One (1) Sweater Vest or equivalent Job Shirt/Sweater

(v) EVERY THREE (3) YEARS (ALL):

First issue will be during 2016 and every 3rd year thereafter (e.g. 2019)

One (1) Pair Safety Work Boots (*)

One (1) Work jacket

(vi) AS NEEDED (*) (ALL):

One (1) Pair Safety Work Boots

One (1) Uniform Belt

One (1) Uniform Tunic

One (1) Uniform Cap

One (1) Black Tie

One (1) Pair Black Walking Shoes

One (1) Ball Cap (*)

One (1) Toque (*)

One (1) Pair Shorts (*)

(vii) MECHANIC / EMERGENCY VEHICLE TECHNICIAN

Two (2) Pairs Coveralls annually

(As per ii, iii, iv, v and vi above)

- (b) The Corporation will also provide every person covered by this Agreement, whose duties include the fighting of fires, with NFPA1971 compliant structural firefighting equipment. All such equipment shall be returned to the Corporation when the employee ceases to perform such duties.

(c) Uniform Cleaning

- (i) The Corporation shall pay for the cleaning of the following items of clothing issue for all employees who are required to wear a uniform in the performance of their duties, in accordance with the maximums specified:

one (1) work or dress shirt per working shift;

one (1) pair of trousers per two (2) working shifts; and

one (1) work jacket (or sweater, sweater vest or job shirt) and tunic per fifteen (15) working shifts.

- (ii) The Corporation shall designate a cleaning establishment which will be authorized to perform cleaning for employees as set out under Section 6.12(c)(i) above.
- (iii) Uniform items cleaned pursuant to Section 6.12(c)(i) above may be both deposited at and retrieved from the designated cleaning establishment by the

employee or designate, while off duty, in accordance with the administrative procedures established by the Corporation from time to time.

(iv) For purposes of this Article 6.12(c), a working shift is defined as:

any regularly scheduled shift for which the employee reports for duty; or
any extra shift for which the employee reports for duty; or
any instance of emergency callout for which the employee reports for duty.

(d) A joint Employer-Employee Clothing Committee shall be established, comprising a minimum of two (2) employees, who will work with the Corporation regarding uniform selection and quality and will ensure that the uniforms as outlined in (a) and (b) meet the requirements of safety, legal considerations, operational efficiencies, maintain the image of the Corporation and are within the allocated budget.

(e) In the last year of employment, where known, no uniform issues will occur.

6.13 Retirement Benefit

(a) Vacation in Year of Retirement

Employees retiring on pension are entitled to vacation as follows:

If retiring prior to April 1st, one-half (½) of the usual annual vacation.

If retiring April 1st or later, the full annual vacation.

(b) Mandatory Retirement

It is mandatory for all firefighters regardless of classification, sex or department of service (i.e. Wardens, Training or Suppression) to retire from the service at the attainment of age sixty (60).

(c) Retirement Payment

Employees retiring, who were hired on or before 2004 July 22, shall receive three (3) months' notice prior to the date of retirement and upon retiring shall receive one (1) month of pay. Such pay is to be based on the employee's rate of pay as of 2004 November 01.

6.14 Municipal Pension Plan

(a) Eligible employees shall be covered by the applicable rules of the Municipal Pension Plan effective the date of hire.

(b) The Employer shall enroll eligible employees into the appropriate Municipal Pension Plan Group (Municipal Pension Plan Group 5) for Fire Suppression, Fire Prevention, Fire

Training and Mechanical employees. These employees will be subject to the current and any future rules established by the Municipal Pension Board and the Pension Corporation governing Group 5 participation.

- (c) Employees eligible for enrolment in Group 5 shall receive a Supplemental Pension Allowance (SPA) of 0.56% of pensionable earnings to be directed to a group tax free savings plan (Group TFSA). This payment shall be recorded on the employee's bi-weekly pay cheque.
- (d) Employees hired into positions that are not eligible to participate in the Group 5 Pension will be treated as Group 1 or Group 4 as appropriate under the rules of the Municipal Pension Plan.

6.15 WorkSafeBC

All monies received by an employee by way of compensation for loss of wages pursuant to the provisions of the Workers' Compensation Act shall be paid to the Corporation, in return for which the Corporation shall pay the employee their normal net take-home pay (as opposed to regular gross pay).

In the event that an employee was acting in a higher capacity (pursuant to the provisions of Article 4.4) at the time the injury was sustained, then "normal net take-home pay" shall be calculated based upon the rate in effect for the higher capacity class or rank.

6.16 Changing of Insurance Benefit Levels/Insurance Providers

Effective 2024 February 27, if the Employer intends to make material changes to the insurance-based benefits provided to employees under the collective agreement or to the insurance providers of those benefits, then the Employer will consult with the Union prior to making those changes and will consider the Union's feedback. Relevant benefit information disclosure will be part of this consultation process.

6.17 Medical Examination Fee for Renewal of Class 3 Driver's License

Effective 2024 February 27, upon receipt of satisfactory supporting documentation from an employee, the Corporation will reimburse the employee applying to renew their Class 3 Driver's License for the cost difference that they incur between the cost of the Driver's Medical Examination and the cost covered for the employee by the British Columbia's Medical Service Plan (where applicable).

6.18 Domestic or Sexual Violence Leave

Effective 2024 February 27, the Employer and the Union jointly recognize that employees who experience domestic or sexual violence may need increased support to attend medical appointments and to make the life changes necessary to protect their health and safety. With that recognition in mind, employees who are eligible for domestic or sexual violence leave under the *Employment Standards Act* of British Columbia as amended, will be entitled to up to an additional

five (5) paid leave days from work each year to seek medical attention, counselling or other social or psychological services, to seek legal advice, to seek law enforcement assistance, or to seek alternative housing. Employees may take these paid leave days in full or partial days and the paid leave days do not need to be taken all at once.

6.19 Line of Duty Death

Effective 2024 February 27, in the event an employee dies in the line of duty performing their work as an employee covered by this Agreement and the death has been ruled by WCB to be compensable, then the Corporation will contribute up to two months of the base monthly salary of a 4th year Firefighter/Fire Inspector towards the costs incurred to provide the employee with a full honours Line of Duty Death Service.

The Service shall be in keeping with the protocols of the International Association of Firefighters and the International Fire Chiefs Association, and as requested by surviving family members. The Service and other events associated with the Service shall be coordinated by a committee consisting of a family liaison, a Union representative and a representative from the Corporation.

ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION

7.1 Procedure

Any difference concerning the interpretation, application, or operation of this Agreement, or concerning any alleged violation, shall be dealt with, without stoppage of work, in the following manner:

- (a) Any dispute arising out of the matters covered by this Agreement shall be taken up with the Deputy Fire Chief within fourteen (14) calendar days of the date the employee became aware of the issue giving rise to the grievance.

If the alleged grievance is not settled with the Deputy Fire Chief within fourteen (14) calendar days, the matter shall be referred to the Fire Chief, who shall arrange for a meeting with the Committee of the Union within ten (10) calendar days from receipt of such request.

- (b) If the alleged grievance is not settled with the Fire Chief within ten (10) calendar days, the matter shall be referred to the Labour Relations Committee of the Corporation, which shall arrange for a meeting with the Committee of the Union within ten (10) calendar days from receipt of such request.
- (c) If no settlement is reached with the Labour Relations Committee of the Corporation within ten (10) calendar days, then the grievance shall be finally and conclusively settled without stoppage of work by submission to a Board of Arbitration.
- (d) Either party shall notify the other in writing of the question(s) to be arbitrated.

A Board of Arbitration shall consist of one (1) person to be mutually appointed by the Corporation and the Union unless either party indicates that they wish a three-person Board of Arbitration, which shall then consist of one (1) person appointed by each party and a chairperson to be mutually agreed by the two (2) appointees. Each party shall bear the expenses of the arbitrator appointed by such party and shall pay half the expenses of the chairperson.

Where the parties are unable to agree on an arbitrator or a chairperson within fourteen (14) calendar days of the referral, either party may apply to the Director, Collective Agreement Arbitration Bureau within the following ninety (90) calendar days to make the appointment.

Within fourteen (14) calendar days following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding on all persons bound by this Agreement.

ARTICLE 8 - OFFICERS' DEVELOPMENT TRAINING AND PROMOTION POLICY

8.1 Purpose (All Divisions)

This program is to provide a pool of Officer candidates for future promotions in the Department to positions covered by the Union's bargaining certificate based on operational requirements and as determined by the Fire Chief.

8.2 Eligibility for Prescribed Officer Development Training Program (Suppression Division)

(a) Lieutenant:

Candidates who hold the rank of first class firefighter and possess not less than ten (10) years of Suppression Division service are eligible to apply for the prescribed training for the Lieutenant's Pool. The Fire Chief at their discretion may determine that members with less than ten (10) years of Suppression Division service be included in the prescribed training for the Lieutenant's Pool if deemed operationally advantageous.

(b) Captain:

Eligibility for the prescribed training for inclusion in the Captain's Pool shall be made from employees of the department currently serving as Lieutenants or Lieutenant Pool members. The Fire Chief at their discretion may permit members to consecutively complete the prescribed training for inclusion in the Lieutenant's Pool and Captain's Pool.

8.3 Eligibility for Officers' Pool (Suppression Division)

(a) Candidates shall be required to undertake written and practical examinations that are so designed to meet the standards of the NFPA 1021 (Proboard of IFSAC accredited) for Fire Officer Professional Qualifications as provided by the Fire Department.

- (b) The Fire Department shall provide the prescribed training/instruction and all candidates shall be advised of the course schedule in advance such that all candidates within any one group shall receive the same instruction.
- (c) Candidates seeking entry into both Officer Pools must successfully complete all components of the Fire Department's Prescribed Officer Development Training Program curriculum.
- (d) Eligibility will be based on Suppression Divisional seniority.

8.4 Pool Standards (Suppression Division)

- (a) Lieutenant's Pool – NFPA Fire Officer I (Proboard or IFSAC accredited)
- (b) Captain's Pool – NFPA Fire Officer II (Proboard or IFSAC accredited)

or equivalent accreditation as determined by the Fire Chief.

8.5 Examination Standards (Suppression Division)

A 'passing grade' for examinations shall be as per the standard set by the accredited agency that provides the certification.

8.6 Adjudication of Examinations (Suppression Division)

Format as determined by the accredited agency.

8.7 Effect of Examination Results (Suppression Division)

- (a) The successful candidates from each class will be included in the Officers' Pool in the order of their Divisional seniority.
- (b) Should any candidate fail to achieve the required passing mark in any of the required courses of instruction within the prescribed program/s, the candidate shall be so informed and provided the opportunity to requalify in the area, or areas, where they were not previously successful within six (6) months.
- (c) Upon successful re-examination, such candidate shall be deemed to have qualified for inclusion in the Officers' Pool without loss of seniority.
- (d) Should a candidate not achieve the required mark in a re-examination, the candidate shall not be included in the respective Officers' Pool and shall be required to take the next scheduled course, or be provided the option to enroll externally on their own time.
- (e) Upon successful re-examination, such candidate will be deemed to have qualified for inclusion in the Officers' Pool without loss of seniority.

- (f) In the event that illness of a candidate, supported by a doctor's note, or other unplanned absence that prevents a candidate from participating/completing any, or all parts of the evaluation, the candidate shall be permitted to complete such evaluation within six (6) calendar months of returning to duty. Upon successful completion of the examination, such candidate shall be deemed to have qualified for inclusion in the Officers' Pool without loss of seniority.
- (g) Promotions to the position of Lieutenant or Captain shall be made from the Officers' Pool(s) in the order in which the candidates are placed in the Pools in accordance with paragraph 8.7(a), (c) and (e), and provided that candidates have a minimum of sixty (60) duty shifts in an acting role. The delay in promotion will not result in a loss in seniority or a candidate being bumped.

8.8 Maintaining Currency/Qualifications Upgrading (Suppression Division)

In order to maintain currency in, and/or to upgrade their qualifications, all serving officers and pool officers, shall be required to take and successfully complete such work-related courses as are designated by the Fire Chief.

8.9 Service in Fire Prevention and Mechanic Divisions

Promotion in the above-named divisions shall be based on seniority and demonstrated ability.

8.10 Overtime to Serving Officers (All Divisions)

All Serving Officers and Pool Officers shall be compensated in accordance with Article 4.6 during their off-duty time for Officer-related training, with the exception of for paragraph 8.7 (d).

ARTICLE 9 - GENERAL PROVISIONS

9.1 Corporation Shall Not Discriminate

The Corporation shall not discriminate against any member of the Union by reason of the Union activities by such members.

9.2 Management Rights

- (a) Subject as heretofore mentioned, the Union shall not collectively or otherwise in any way interfere with or limit the rights of the Corporation to discipline or discharge any employee where sufficient cause can be shown for disciplinary action or discharge.
- (b) All rules, regulations of the Corporation, and instructions issued by the Corporation which are considered to be terms and conditions of employment and which do not conflict with the provisions of this Agreement are affirmed and will continue in force and effect during the currency of this Agreement or any extension thereof.

9.3 Inquests or Inquiries

Whenever any employee, because of their position with the Corporation, is called upon to give evidence in any sort of inquest or inquiry which could or may result in an action against the Corporation, the employee should attend the inquiry assisted by the Municipal Solicitor.

9.4 Other Provisions

The Agreements between the Corporation and the Union contained in the Schedules annexed hereto marked with the letters "A", "B", and "C" form part of this Agreement.

9.5 Transfer of Suppression Firefighters

Effective 2024 February 27, despite anything contrary in any Employer policy or procedure, the Employer may transfer Suppression firefighters in the 13th and 14th least senior position on the seniority list on each platoon from their regular shift to a different Suppression shift, subject to the following:

- (a) The Employer will provide the Suppression firefighter with a minimum of seven (7) calendar days' notice of the transfer.
- (b) The Employer will ensure that when a Suppression firefighter transfers from one shift to another, time worked and time off are in line operationally.
- (c) The Employer and the Suppression firefighter referenced in (a) above may mutually agree to less notice of the transfer.
- (d) The Employer and the Union agree that Suppression firefighter shall not be transferred for training or specialized instructor opportunities.

ARTICLE 10 - INDEMNIFICATION

Effective 2024 February 27, employees of the City of North Vancouver Fire Department are covered by the terms of City of North Vancouver's prevailing Indemnification Against Proceedings Bylaw as amended from time to time.

IN WITNESS WHEREOF the Corporation has affixed its Corporate Seal attested by the hands of its officers, duly authorized in that behalf, and the Union as the Bargaining Agent of the said employees and on their behalf, has subscribed the signature of its duly authorized officer in that behalf.

THE CORPORATE SEAL of the Corporation of the City of North Vancouver was hereto affixed in the presence of:

"Linda Buchanan"

MAYOR

"Peter DeJong"

CORPORATE OFFICER

"December 16, 2024"

DATE

Signed, sealed and delivered in the presence of:

"Davide Di Spirito"

PRESIDENT of North Vancouver Firefighter's Association (IAFF), Local 296

"Mark Vanderhoek"

SECRETARY of North Vancouver Firefighter's Association (IAFF), Local 296

"December 9, 2024"

DATE

SCHEDULE "A"FIRE DEPARTMENT SENIORITY LIST

<u>NAME</u>	<u>DATE OF EMPLOYMENT</u>
Sheel, John	1995 09 25
Easton, Alan	1999 12 20*
Van Born, Synamon	2000 01 10
Di Spirito, Davide	2001 08 07
Maillie, Duncan	2001 08 07
Polman, Jonathan	2001 08 07
Kelso, Mike	2002 05 06
Hawkshaw, Dave	2002 05 13
Garden, Sandy	2002 06 17
Easton, Stewart	2003 06 13
Shaughnessy, Matt	2003 06 14
Dickson, Scot	2003 06 15
Mackay, Mitch	2003 06 16
Lemanski, Casey	2004 01 05
Danks, Glenn	2005 04 25
Bovill, Joe	2005 05 02
Cullen, Rory	2005 05 02
Strubin, Christoph	2005 05 02
Burak, Rob	2005 08 15
Stevenson, Mark	2006 07 31
Sommers, John	2006 09 25
Ashley, Jim	2008 11 12
Curtin, Mark	2008 11 12
Harrison, Alex	2008 11 12
Kilmartin, Taylor	2011 07 04
Nelson, Laine	2011 10 31
Hallaway, Mark	2012 01 09
Tang, Bryce	2012 01 09
Ward, Alexander	2012 01 09
Townsend, Trevor	2012 06 18
Farrally, Mark	2013 01 07
Roberts, Allen	2013 01 07
Bosa, Sean	2013 02 25
Vanderhoek, Steven	2013 02 25
Gillespie, Trace	2013 07 02
Waugh, Mike	2013 07 02
Apperley, Michael	2014 01 27
Green, Kevin	2014 01 27
McCutcheon, Jeffrey	2014 04 28

SCHEDULE "A" (cont'd)

<u>NAME</u>	<u>DATE OF EMPLOYMENT</u>
Pacheco, Jay Jay	2014 09 02
Pichler, Eric	2016 02 01
Vanderhoek, Mark	2016 02 01
Urbani, Joel	2016 02 09
Burgess, Bryan	2016 07 04
Sedun, Sam	2017 01 16
Williams, Mark	2017 01 16
Moore, Jeffrey	2018 04 30
Washington, Stuart	2019 01 07
Chambers, Kerry	2019 05 13
Newbery, Brett	2019 05 13
Schell, Cedric	2019 05 13
McGee, Alan	2019 07 02
Vanier, Jordan	2019 07 22
Corcoran, Riley	2020 02 03
Fox, Ryan	2020 02 03
Guolo, Cole	2020 02 03
Michaud, Jesse	2021 07 27
Vogrig, Ryan	2022-01-10
Marshall, Jordan	2022-04-25
Jacobs, Jordan	2022-04-25
Croft, Joshua	2022-04-25
Cann, Christopher	2022-10-03
Cook, Justin	2023-01-09
Payne, Taylor	2023-01-09
Curleigh, Sam	2023-08-14
Ross, Cameron	2023-08-14
Copping, Tom	2023-08-14
Brownlow, Desiree	2023-09-18
Dunlop, Spenser	2024-01-15

* The dates noted are when the employee started with the Fire Department (IAFF) not when they started with the City/Corporation.

SCHEDULE "B"

CITY OF NORTH VANCOUVER

AND

NORTH VANCOUVER FIREFIGHTERS' ASSOCIATION, LOCAL 296,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

MONTHLY SALARIES EFFECTIVE

2022 JANUARY 01 - 2024 DECEMBER 31

Key: A = 2022 January 01 – 2022 December 31
 B = 2023 January 01 – 2023 December 31
 C = 2024 January 01 – 2024 December 31

Class Title	Index	Monthly Rates		
		A	B	C
Captain*	122	11259	11766	12295
Acting Rescue/Ladder Captain* (effective 2024 February 27)	117			11791
Lieutenant*	112	10336	10801	11287
Firefighter - 1 st 6 months	70	6272	6554	6849
- 2 nd 6 months	75	6720	7022	7338
- 2 nd year	80	7168	7490	7827
- 3 rd year	90	8064	8427	8806
- 4 th year	100	8960	9363	9784
- 11 th year**	103	9229	9644	10078
- 15 th year + and ++	106	9498	9925	10371
- 20 th year +, ++ (effective 2024 February 27)	109			10665
Captain—Training Officer*	122	11259	11766	12295
Captain—Training Officer* (effective 2024 February 27)	125			12598
Fire Prevention Officer (Captain)*	122	11259	11766	12295
Fire Prevention Officer (Lieutenant)*	112	10336	10801	11287

Emergency Vehicle Technician	1 st year***	90	8064	8427	8806
	2 nd – 10 th year***	100	8960	9363	9784
	11 th – 14 th year***	103	9229	9644	10078
	15 th year***	106	9498	9925	10371

Emergency Vehicle Technician
(effective 2024 February 27)

	2 nd – 6 th year year***	100			9784
	7 th – 10 th year***	105			10273
	11 th year*	112			11287

Fire Prevention Inspector - Grades as per Firefighter

* Captain, Captain-Training Officer, Lieutenant, and Fire Prevention Officer indexes are based on the 11th year Firefighter rate (effective 2024 February 27, Acting Rescue/Ladder Captain, Captain-Training Officer (125%) and Emergency Vehicle Technician (11th year) also indexed on the 11th year Firefighter rate). The remainder are based on the 4th year Firefighter rate.

** Rate effective January 1st of the 11th calendar year of service.

*** Emergency Vehicle Technician indexes up to the 10th year are based on the 4th year Firefighter rate.

+ Based on the 4th year firefighter rate.

++ Rate effective January 1st of the 15th calendar year of service.

SCHEDULE "C"NOTES TO SALARY SCHEDULE

1. The rate(s) for Firefighters above and below the 4th year rate shall have the following differentials based upon the 4th year Firefighter rate:

Firefighter	- 1st 6 months	70%
	- 2nd 6 months	75%
	- 2nd year	80%
	- 3rd year	90%
	- after 11th year	103%
	- after 15th year	106%
	- after 20 th year	109% (<i>effective 2024 February 27</i>)

Fire Prevention Inspector - grades as per Firefighter.

2. The rate(s) for an 11th year Firefighter shall form the basis for all other rates in accordance with the following differentials, as set forth below:

Captain	122%
Captain-Training Officer	122%
Captain-Training Officer	125% (<i>effective 2024 February 27</i>)
Fire Prevention Officer (Captain)	122%
Acting Rescue/Ladder (Captain)	117% (<i>effective 2024 February 27</i>)
Fire Prevention Officer (Lieutenant)	112%
Lieutenant	112%

3. The rate(s) for the Emergency Vehicle Technician shall have the following differentials based upon the 4th year firefighter rate:

1st year	90%
2nd – 10th year	100%
11th – 14th year	103%
15th year	106%

Effective 2024 February 27, the rate(s) for the Emergency Vehicle Technician shall have the following differentials:

1 st year	90%, based upon the 4 th year Firefighter rate
2nd – 6th year	100%, based upon the 4 th year Firefighter rate
7th – 10th year	105%, based upon the 4 th year Firefighter rate
11th year*	112%, based upon the 11 th year Firefighter rate

Letter of Understanding #1

LETTER OF UNDERSTANDING

Between

CITY OF NORTH VANCOUVER
(the "Employer")

and the

NORTH VANCOUVER FIREFIGHTERS' ASSOCIATION, LOCAL 296
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(the "Union")

The purpose of this Letter of Understanding is to outline an agreement between the Employer and the Union with respect to the hours of work for the Fire Prevention Division, Training Division and Mechanical Division employees when working either a four (4) day or five (5) day work week.

For clarity:

- Article 3.2 of the Collective Agreement outlines the hours of work for the Fire Prevention and Fire Training employees for either a four (4) day work week or five (5) day work week;
- Article 3.3 outlines the hours of work for the Emergency Vehicle Technician for a five (5) day work week; and
- Articles 6.2 and 6.4 of the Collective Agreement outlines Vacation entitlements and Sick Leave and Gratuity Plan entitlements for the three divisions.

Fire Prevention Division

1. Employees work an 8.75 hour day, which may be Tuesday to Friday (Group A) or Monday to Thursday (Group B), totaling 35 hours per week.
2. Accruals and usage for regular vacation, statutory holidays, gratuity days and sick days will be based on an 8.75 hour work day.
3. Employees shall be granted a statutory holiday bank of 113.75 hours in lieu of the annual statutory holidays (namely New Year 's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day).
4. Scheduling of statutory holiday-in-lieu hours shall be the responsibility of each employee, in consultation with the applicable Chief Officer (or designate) to ensure adequate coverage at all times.

5. Statutory holiday-in-lieu hours may be taken as paid time off in any multiple of time (i.e. less than 8.75 hours). However, unless operationally possible, single days off should not be taken on the opposite compressed work day off (e.g. in Fire Prevention, an employee in Group A who normally works Tuesday to Friday would not exchange a single day off to a Friday as this would affect coverage as a Friday would normally be a day off for a Group B employee).
6. Scheduling of statutory holiday-in-lieu hours should not take precedent over other anticipated absences (e.g. regular vacation and long service leave) and should consider coverage (e.g. in Fire Prevention, the Captain, Lieutenant and the Group A and B groupings). Fire Prevention Week and the Training Block respectively for Fire Prevention Division employees and Training Division employees, shall be regarded as a "blackout" period for scheduling of statutory holiday time-off-in-lieu .
7. In terms of Article 3.2(c) of the Collective Agreement , where it is necessary for employees to work a five (5) day work week (e.g. conferences, courses, training), the Fire Chief may implement such rescheduling of work days and this arrangement will not attract any overtime.

Fire Training Division

1. Employees work an 8.75 hour day, which may be Tuesday to Friday or Monday to Thursday, totaling 35 hours per week.
2. Accruals and usage for regular vacation, statutory holidays, gratuity days and sick days will be based on an 8.75 hour work day.
3. Employees shall be granted a statutory holiday bank of 113.75 hours in lieu of the annual statutory holidays (namely New Year 's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation , Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day).
4. Scheduling of statutory holiday-in-lieu hours shall be the responsibility of an employee, in consultation with the applicable Chief Officer (or designate) to ensure adequate coverage at all times.
5. Statutory holiday-in-lieu hours must be taken in the year in which they are earned. If in extenuating circumstances this is not possible due to long term sickness or injury, with the approval of the applicable Chief Officer (or designate), the remaining hours will be paid out as at December 31 of the year in which they were earned.
6. In terms of Article 3.2(c) of the Collective Agreement, where it is necessary for employees to work a five (5) day work week (e.g. conferences, courses, training), the Fire Chief may implement such rescheduling of work days and this arrangement will not attract any overtime.

Fire Mechanical Division

1. Employees work a 10.00 hour day, which may be Tuesday to Friday or Monday to Thursday, totaling 40 hours per week.

2. Accruals and usage for regular vacation, statutory holidays, gratuity days and sick days will be based on a 10.00 hour work day.
3. Employees shall be granted a statutory holiday bank of 130.00 hours in lieu of the annual statutory holidays (namely New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day).
4. Scheduling of statutory holiday-in-lieu hours shall be the responsibility of an employee, in consultation with the applicable Chief Officer (or designate) to ensure adequate coverage at all times.
5. Statutory holiday-in-lieu hours must be taken in the year in which they are earned. If in extenuating circumstances this is not possible due to long term sickness or injury, with the approval of the applicable Chief Officer (or designate), the remaining hours will be paid out as at December 31 of the year in which they were earned.
6. In terms of Article 3.2(c) of the Collective Agreement, where it is necessary for employees to work a five (5) day work week (e.g. conferences, courses, training), the Fire Chief may implement such rescheduling of work days and this arrangement will not attract any overtime.

This Letter of Understanding may be amended at any time during its term by mutual written agreement between the parties.

Dated this: 12th day of February 2024.

Signed:

"Greg Schalk"

Greg Schalk
Fire Chief
On behalf of the Employer

"Davide DiSpirito"

Davide DiSpirito
President
On behalf of the Union

"Laine Nelson"

2nd Authorised Signatory
On behalf of the Union

LETTER OF UNDERSTANDING

Between

CITY OF NORTH VANCOUVER
(the "Employer")

and the

NORTH VANCOUVER FIREFIGHTERS' ASSOCIATION, LOCAL 296
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(the "Union")

(together the "Parties")

The purpose of this Letter of Understanding is to outline an agreement between the City of North Vancouver and the Union with respect to the Exempt Officer Development Program ("the Program").

1. Preamble

The City and the Union recognise that formalised development opportunities are necessary to support succession planning for future exempt Chief Officer vacancies.

2. Program Eligibility

- 2.1 Minimum Fire Officer 11 accreditation
- 2.2 Currently a member of the Suppression or Training Division
- 2.3 At least 10 years' experience in the Suppression Division
- 2.4 Commit to 24 months as a member of the Program
- 2.5 Not intending (or required) to retire prior to the completion of 24 months
- 2.6 Commit to being available for, and to participate in, an approved development process developed with the participant and a designated Chief Officer
- 2.7 Commit to a variable work schedule
- 2.8 Possess an unrestricted and valid class 5 driver's licence
- 2.9 Successfully complete the selection process.

3. Application Process

- 3.1 Interested members will be required to submit a letter of interest and resume to the Fire Chief/Human Resources Representative when the opportunity is posted.
- 3.2 Applicants will be notified within 14 days of their acceptance into the Program. Any application that does not support the Program eligibility will not move forward.
- 3.3 The selection of candidates will be those who meet the Program eligibility and with the highest seniority.

4. Candidate Review

- 4.1 Accepted candidates will participate in a confidential psychological assessment pertinent to the competencies of the job of a Chief Officer. The assessment will provide guidance for development opportunities in the Program and can be completed during regular on-duty hours.
- 4.2 The review process for accepted candidates will include a panel interview, comprising Chief Officers and a representative from the Human Resources Department. The purpose of the interview will be to assist in assessing a candidate's skills, knowledge and abilities to identify training, education and development opportunities. Candidates will be scheduled to attend a panel interview whilst on-duty.

5. Program Complement

- 5.1 The Program will consist of up to four (4) positions. Candidates may be provided with staggered start dates based on operational considerations.
- 5.2 Candidates selected to enter the Program will be given first consideration to carry out acting assignments.
- 5.3 If a vacancy occurs in the Program, consideration will be given to if and when the vacancy is filled. The application process as outlined in paragraph 3 will be followed.

6. Program Structure

- 6.1 Minimum annual educational benchmarks and training commitments, identified as pertinent for the position of Assistant Chief, through the terms and conditions of the City's Education, Training and Development Policy 601 (as summarised in Appendix B and which may be subject to change if Policy 601 changes).
- 6.2 In addition, an in-service practicum consisting of a minimum of 120 hours to be completed within six months and will be a combination of administrative training and job shadowing of an incumbent Assistant Chief. Upon successful completion of the practicum, participating members may receive up to 8 credits in a Program such as the British Columbia Institute of Technology (BCIT) Fire Executive Management Program.
- 6.3 Acting and preceptorship opportunities will be as outlined in Appendix A. Opportunities will include preparing candidates on an individual basis, and will be determined by the Fire Chief (or designate) based on operational functions and needs.
- 6.4 Regular progress reviews for each candidate will be conducted with the Fire Chief (or designate(s)). This review will include: (a) Identifying areas of strength (b) Determining areas that require improvement or new learning (c) Identifying learning activities to attain the desired goals, (d) Suitability/desire to continue in the program and (e) Mentorship in continued education and professional development opportunities. The review will begin with the candidate's resume and qualifications upon entering the Program.
- 6.5 A candidate may be removed from the Program by the Fire Chief at any time if such a request is received from a candidate, in accordance with the time frames as outlined in paragraph 2.4, and/or if in the opinion of the Fire Chief, the candidate fails to discharge

Letter of Understanding #3

LETTER OF UNDERSTANDINGBetweenCITY OF NORTH VANCOUVER
(the "Employer")

and the

NORTH VANCOUVER FIREFIGHTERS' ASSOCIATION, LOCAL 296
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(the "Union")

Whereas Article 6.13 (a) of the collective agreement reads:

Employees retiring on pension are entitled to vacation as follows:

- If retiring prior to April 1st, one-half (1/2) of the usual annual vacation.
- If retiring April 1st or later, the full annual vacation; and

Whereas, for planning purposes, it is beneficial to the parties to know as early as possible that an employee intends to retire on pension.

Therefore, effective with the signing of this Letter of Understanding, the parties agree that any employee who provides:

1. Written notification to the Fire Chief with a copy to the Director of Human Resources of a decision to retire on pension; and
2. That this written notification is received by the Fire Chief and copied to the Director of Human Resources by no later than September 15th of the year immediately preceding the year the employee will be retiring onto pension; and
3. That the employee's retirement date will be no later than January 31st of the following year; and
4. That the employee understands that the decision to retire onto pension is irrevocable once submitted in writing to the Fire Chief and copied to the Director of Human Resources (as examples, even if the City chooses to not act on replacing the employee and/or the employee's circumstances change subsequent to providing written notification); then,

5. The employee will be granted their full annual vacation entitlement for the year in which they retire onto pension, not one-half of the usual annual vacation.

Dated this 17th day of November, 2015.

Signed:

 “Dan Pistilli”
Dan Pistilli
Fire Chief
On behalf of the City of North Vancouver

 “Davide DiSpirito”
Davide DiSpirito
President
On behalf of IAFF Local 296

LETTER OF UNDERSTANDINGBetweenCITY OF NORTH VANCOUVER
(the "Employer")

and the

NORTH VANCOUVER FIREFIGHTERS' ASSOCIATION, LOCAL 296
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(the "Union ")

The purpose of this Letter of Understanding is to outline the agreement between the Employer and the Union with respect to the terms and conditions of permanent Floater Firefighter positions.

1. Floater Firefighters are not bound by Article 3 of the hours of work provisions of the Collective Agreement and the Fire Department Act but are scheduled in accordance with the following guidelines:

- 1.1 Floater Firefighters are assigned to a fifty-six (56) day cycle/s and will work a maximum of three hundred thirty-six (336) hours within each cycle at straight-time rates, subject to the following:

- 1.1.1 Floater Firefighters are paid in accordance with the Collective Agreement (i.e. 84 hours pay bi-weekly).

- 1.1.2 Floater Firefighters are assigned to a platoon for the purpose of scheduling vacation and other paid time off benefits.

- 1.1.3 Floater Firefighters may be required to be on duty up to a maximum of twenty-four (24) consecutive hours.

- 1.1.4 Floater Firefighters may be utilized to a maximum of eighty-four (84) regular hours in an eight (8) day block.

- 1.1.5 Floater firefighters may have remaining hours left at the end of their 336 hour in a 56 day cycle that do not equal a shift. Hours remaining that do not equal a shift (10 hour day or 14 hour night) shall be subject to a maximum of six (6) hours added at 1.5x hourly rate to equal a shift.

Example:

- Four (4) hours remaining at end of cycle, add six (6) hours at 1.5x hourly rate to equal a ten (10) hour day shift
- Eight (8) hours remaining at end of cycle, add six (6) hours at 1.5x hourly rate to equal a 14 hour night shift.

A shift that results in an excess of six (6) hours at 1.5x hourly rate will be considered a shift relief as per Article 4.6 Overtime and Callback of the Collective Agreement and will be called out as a shift relief.

- 1.1.6 Floater Firefighters may be called upon until the start time of a shift to fill a vacancy. Should a sick call be received less than thirty (30) minutes prior to the start of a shift, the Employer shall be allowed up to one hour from the receipt of the call to fill the vacancy with a Floater Firefighter.
 - 1.1.7 Floater Firefighters will be scheduled off duty for two (2) consecutive twenty-four (24) hour periods immediately preceding their assigned platoon in each eight (8) day block. A Floater Firefighter may request one shift per eight (8) day block as a prescheduled shift off (10 hours or 14 hours). The Employer will make all reasonable efforts to accommodate such requests, keeping in mind that the Floater Firefighter positions are utilized for both scheduled and unscheduled coverage. Once a requested shift has been scheduled off, it shall be confirmed forty-eight (48) hours prior to the scheduled shift off and shall not be retracted except by mutual agreement.
 - 1.1.8 Guaranteed days off (a 24 hour period) may be moved by mutual agreement, up to a maximum of one day (a 24 hour period) per 56 day cycle.
 - 1.1.9 Floater Firefighters will not be called for a shift within the eight (8) day block of scheduled vacation or public holiday time off duty, once their scheduled time has begun.
 - 1.1.10 A Floater Firefighter who is classified as an instructor may elect to work outside of their assigned floater schedule hours of 336 hours in a 56 day cycle, except when on their home platoon. This may result in working in excess of eighty-four (84) hours in an eight (8) day block. Floater Firefighter instructors shall follow Article 4.7 - Instructor's Pay of the Collective Agreement.

Chief Officers shall consider the rest periods and the health and wellness of the Floater Firefighter when off duty instructing is elected in conjunction with the Floater Firefighter's assigned scheduled hours.
 - 1.1.11 Remaining Floater Firefighter hours at the end of a 336 hour/56 day cycle shall not be carried forward to a new cycle.
 - 1.1.12 If a Floater Firefighter is transferred to a different platoon, sufficient notice will be provided in accordance with PSOG 5.01.27.01, paragraph 3.
2. Nothing in these guidelines limits the ability of the Employer to require a Floater Firefighter to work overtime or call back in accordance with Article 4.6 of the collective agreement

3. Six (6) permanent Floater Firefighter positions will be maintained.

Dated this 12th day of February, 2024.

Signed:

"Greg Schalk"

Greg Schalk
Fire Chief
On behalf of the Employer

"Davide DiSpirito"

Davide DiSpirito
President
On behalf of the Union

"Laine Nelson"

2nd Authorised Signatory
IAFF Local 296

LETTER OF UNDERSTANDING

Between

CITY OF NORTH VANCOUVER
(the "Employer")

and the

NORTH VANCOUVER FIREFIGHTERS' ASSOCIATION, LOCAL 296
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(the "Union")

The purpose of this Letter of Understanding is to outline the agreement between the Employer and the Union with respect to the Instructor Program ("the Program").

1. Preamble

The Employer and the Union:

- 1.1 Recognise that the identification of training needs and the provision of ongoing training of employees is an integral part of the Fire Service and that it is the responsibility of the Station Officers, Training Captain and applicable Chief Officer to evaluate and ensure that employees receive the required training to perform their duties.
- 1.2 Recognise the importance of qualified and dedicated Instructors (and in some instances Maintenance Technicians) who are certified to be assigned to various disciplines.
- 1.3 Agree that Instructor disciplines shall include, but not be limited to: Hazmat, High Rise, Confined Space, Technical Rescue, Building Construction/Fire Behaviour, Auto Extrication, First Aid, Emergency Vehicle Operations (EVO)/Ladder, Rapid Intervention Team and Self Contained Breathing Apparatus technician. These disciplines will be reviewed by the working group with recommendations forwarded to the Fire Chief.
- 1.4 Agree that the Emergency Vehicle Technician (EVT) may be assigned relevant instructor duties by a Chief Officer related to mechanical systems, pump operations and seasonal driving knowledge. The EVT may also apply for formal instructor duties in the EVO/Ladder and Self Contained Breathing Apparatus (SCBA) Technician disciplines. Selection for these two disciplines will be based on Divisional seniority as it relates to Mechanical and/or Suppression. Both disciplines would require the employee to be certified.
- 1.5 Support the continuity of the Program through the use of Instructors and Maintenance Technicians (as necessary), who shall be accountable for meeting the objectives of the Program.

- 1.6 Agree that should changes be required to the Program for operational and/or budgetary reasons this shall be done by the working group in consultation with the Fire Chief.

2. Terms and Conditions

- 2.1 Instructor and Maintenance Technician opportunities shall be posted internally on an as needed basis to meet operational requirements.
- 2.2 Instructors and Maintenance Technicians shall be expected to meet pre-determined objectives as defined by the applicable Chief Officer. If the objectives are not achieved, individual Instructors or Maintenance Technicians may forfeit their position/s.
- 2.3 The duration of Instructor or Maintenance Technician positions, as well as how many disciplines an Instructor or Maintenance Technician can occupy at any given time, shall be determined by the working group.
- 2.4 Should an Instructor or Maintenance Technician wish to discontinue his/her role, he/she shall advise the applicable Chief Officer in writing and shall be required to remain in their role until a new Instructor or Maintenance Technician has received the appropriate training.
- 2.5 Instructors and Maintenance Technicians shall be currently recognized Instructors or Maintenance Technicians.
- 2.6 Should an Instructor or Maintenance Technician position be created as a direct result of specific funding, the duration of the position shall be relative to the terms of the funding.
- 2.7 Each group of Instructors or Maintenance Technicians shall designate a representative for the purposes of attending meetings, planning, scheduling, delivery, co-ordination etc.

3. Remuneration

Remuneration shall be in accordance with Article 4.6(i) and Article 4.7 of the Collective Agreement.

4. Delivery of Training/Administration of Training Records

- 4.1 Training shall be delivered to meet the operational needs of the North Vancouver City Fire Department ("NVCFD").
- 4.2 Trained internal Instructors and Maintenance Technicians shall be the primary means of developing and delivering training programs and initiatives.
- 4.3 A training records management system may also be utilized as an aid in training administration and delivery for the NVCFD.
- 4.4 Delivery and administration shall include prompt and accurate access to training data, forecasting long term training objectives, tracking completion of training objectives, providing a method of forecasting , scheduling of employee training and Instructors or

Maintenance Technicians, calculating the cost of training and tracking training and platoon assignments.

- 4.5 The working group shall always comprise:
- 4.5.1 Lead Instructor Representative/s
 - 4.5.2 Captain - Training
 - 4.5.3 Chief Officer
 - 4.5.4 A member of the Union Executive - attendance will be optional as determined by the Executive.
- 4.6 The working group shall make recommendations on the following:
- 4.6.1 Training methods and delivery
 - 4.6.2 Content for training delivery
 - 4.6.3 Training data to be recorded
 - 4.6.4 Reporting and recording of training data
 - 4.6.5 Trial focus groups
 - 4.6.6 Allocation of the training budget
 - 4.6.7 And any other identified requirement.
- 4.7 The working group shall meet at least once per quarter.
5. This Letter of Understanding may be cancelled earlier upon 90 calendar days' written notice by either party.

Dated this 12th day of February 2024.

Signed:

"Greg Schalk"

Greg Schalk
Fire Chief
On behalf of the Employer

"Davide DiSpirito"

Davide DiSpirito
President
On behalf of the Union

"Laine Nelson"

2nd Authorised Signatory
On behalf of the Union

LETTER OF UNDERSTANDING

Between

CITY OF NORTH VANCOUVER
(the "Employer")

and the

NORTH VANCOUVER FIREFIGHTERS' ASSOCIATION, LOCAL 296
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(the "Union")

The purpose of this Letter of Understanding is to outline the agreement between the Employer and the Union with respect to the terms and conditions of Divisional Seniority and Transfer between divisions.

1. PREAMBLE

- 1.1 The Employer and the Union recognize the value of cross training and developing staff to improve the skill and knowledge levels within the Department and for the purpose of career development and succession planning.
- 1.2 The Employer and the Union agree to Divisional Seniority.
- 1.3 The Employer and the Union agree that management will set the qualifications for positions.
- 1.4 The Employer and the Union agree that when a member transfers between Divisions that their rate of pay and benefits shall be carried to the new Division. When a transferring member is a serving Officer, the member shall carry the pay rate relative to their years of Departmental service and not that of a serving Officer rank.
- 1.5 Upon transfer to a new Division, the member shall have one year in which to serve notice in writing to the Fire Chief of their desire to revert back to the former position, or in which the member may be reverted at the discretion of the Fire Chief. In either instance, reversion shall not result in any loss of seniority in the previous Division, but members shall not accrue seniority for the period of time spent in the new Division prior to reversion. In the case of a reversion initiated by the member where the transfer was originally initiated to a new or vacant position, such reversion will not take place until there is a vacant position to revert to.
- 1.6 If two members transfer to each other's position (and such transfer involves transfer to a new Division) and one member transferring service notice in writing to the Fire Chief of their wish to revert within one year, then the other member must also revert.

- 1.7 If the transfer continues past the one year period, the seniority (for the purposes of promotion) in their previous Division shall cease as of the date of transfer and the member shall commence accumulating seniority in the new Division retroactive to the date of transfer. (Seniority accumulated in one Division cannot be used for promotion purposes in another Division).
- 1.8 Under no circumstances will a member transferring between Divisions be eligible to bump another member.

2. OVERVIEW

- 2.1 There will be four divisions - Training, Mechanical, Prevention and Suppression.
- 2.2 Only three divisions will accrue seniority - Mechanical, Prevention and Suppression.

3. TRAINING DIVISION AND TRANSFERS INTO AND OUT OF THE TRAINING DIVISION

- 3.1 The current Captain - Training will be red circled and will retain his seniority in the Training Division (as well as his seniority in the Suppression Division) during his employment with the Employer and as a member of the IAFF Local 296.
- 3.2 When a vacancy occurs for the Captain - Training position, the position shall be permanently filled on a rotational basis for a minimum period of one year, with an option to extend the assignment for up to two further one year periods, based on performance and evaluations.
- 3.3 A rotational incumbent in the Captain - Training position will be regarded as a "visitor" and will not accrue Training Division seniority during the assignment. The rotational incumbent will continue to accrue seniority in the Division the employee was a member of immediately prior to the rotational assignment in the Captain - Training position.
- 3.4 The Employer and the Union recognise that the Captain - Training position will be filled by a candidate who is a member of IAFF Local 296 and a member of one of the other three Divisions.
- 3.5 When the Captain - Training position becomes available, the position will be awarded to a candidate who: (1) applies for the position (2) meets the minimum requirements for the position and (3) is the most senior candidate based on Fire Department (Departmental) seniority.
- 3.7 Should an assignment become available which focuses on the skills/jurisdiction of a NVCFD recognised Instructor/Maintenance Technician discipline, such an assignment will be awarded to an Instructor/Maintenance Technician who: (1) applies for the assignment and (2) is a current Instructor/Maintenance Technician for that particular discipline and (3) is the most senior candidate based on Divisional (Suppression) seniority.

4. VACANCIES IN PREVENTION AND MECHANICAL DIVISIONS

- 4.1 Should a vacancy occur in any regular position within these Divisions at the Fire Department, such a vacancy will be awarded to the candidate who: (1) applies for the vacancy and (2) meets the minimum requirements for the vacancy.
- 4.2 Should there be two or more candidates who meet criteria (1) and (2) in paragraph 4.1, then the vacancy will be awarded to the most senior candidate based on Fire Department (Departmental) seniority. If the candidates' Departmental seniority is equal, the deciding factor will be Divisional seniority (of the Division) where the vacancy exists.
- 4.3 The successful candidate's seniority shall be based on their accumulated seniority within the Division in which the vacancy occurred and into which the candidate has transferred.

5 FIREFIGHTER VACANCIES IN SUPPRESSION DIVISION

- 5.1 The Employer and the Union recognise that Management will set the qualifications for such position/s, the process for determining whether these qualifications are met and the timing of the process.
- 5.2 Should an existing member of IAFF Local 296, apply for such a vacancy, the employee will be considered as follows: (1) applies for the vacancy when the competition becomes available and in the manner required for the competition, (2) meets at least the minimum requirements for the vacancy (and not necessarily the desirable requirements), (3) has a minimum of three (3) years of continuous service with the Department and (4) meets the minimum requirements for any other stages that involve bona fide aptitude and fitness requirements.
- 5.3 If the employee meets the criteria in paragraph 5.2, and is awarded a position, the employee will be required to follow the regular new hire orientation, training and probationary requirements like any other new hire as a Floater Firefighter.
- 5.4 Should a Floater Firefighter transfer to another Division, the vacancy created by that transfer will result in the transfer of the most junior Non Floater Firefighter back into the Floater Firefighter Pool.

6. OFFICERS AWARDED ANOTHER OPPORTUNITY

Should a confirmed Officer from any Division transfer into the rotational assignment of Captain - Training, the vacancy created by the transfer shall not be filled on a permanent basis for the duration of the rotational assignment of Captain - Training.

7. TERMS AND CONDITIONS

- 7.1 A member wishing to transfer from one Division to another Division shall submit a written request for transfer to the Fire Chief including relevant documentation concerning their qualifications, for the position they wish to transfer to.

- 7.2 For a current description of the applicable position requirements refer to the Fire Chief or designate or Human Resources Department.
- 7.3 Any member transferring back to the Suppression Division following an absence of more than one year shall not be assigned Aerial Driver, Pumper Driver, Officer, or Acting Officer duties until so authorized by the Fire Chief or designate.
- 7.4 Any member who successfully completes the Prescribed Officer Development Training Program while in a Division other than the Suppression Division will, upon their return to the Suppression Division, be required to serve sufficient time to total a minimum of ten years of continuous Suppression service before they will be considered eligible to assume the position of a Serving Officer or Acting Officer.
8. This Letter of Understanding may be amended at any time during its term by mutual written agreement between the parties.
9. This Letter of Understanding will expire upon renewal of the 2022 - 2024 Collective Agreement unless extended by explicit mutual agreement between the parties.
10. This Letter of Understanding may be cancelled earlier on 60 calendar days written notice by either party. In the event of cancellation, the terms of this Letter of Understanding will continue to apply to those who have transferred under this policy.

Dated this 12th day of February 2024.

Signed:

"Greg Schalk"

Greg Schalk
Fire Chief
On behalf of the Employer

"Davide DiSpirito"

Davide DiSpirito
President
On behalf of the Union

"Laine Nelson"

2nd Authorised Signatory
On behalf of the Union

LETTER OF UNDERSTANDING

Between

CITY OF NORTH VANCOUVER
(the "Employer")

and the

NORTH VANCOUVER FIREFIGHTERS' ASSOCIATION, LOCAL 296
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(the "Union")

JOINT UNION-EMPLOYER WELLNESS COMMITTEE

The Union and the Employer recognise that physical, mental and emotional fitness requires an effective wellness program.

1. The Employer and the Union agree to constitute a joint Union-Employer Committee (hereafter "the Committee") comprised of up to two (2) representatives appointed by the Employer and up to two (2) representatives appointed by the Union.
2. The purpose of the Committee shall be to engage in initiatives to identify, develop and support such a program.
3. Programs in place include the Employee and Family Assistance Program (EFAP) Critical Incident Stress Management (CISM Team), Resilient Minds, BC Firefighter Resiliency Program (Loon Lake) and Peer Support.
4. Where a recommendation is approved by the representatives of both parties, such recommendation/s will be implemented in consultation with the Fire Chief.
5. The Employer agrees to engage in a preventative maintenance program for the existing gym equipment and to include maintenance of the sauna, totaling up to a maximum of \$2,500 per annum.
6. This Committee shall complete its work and cease to exist by December 31, 2024 unless the parties mutually agree to extend that date.

DATED this 12th day of February 2024.

Signed:

"Greg Schalk"

Greg Schalk
Fire Chief
On behalf of the Employer

"Davide DiSpirito"

Davide DiSpirito
President
On behalf of the Union

"Laine Nelson"

2nd Authorised Signatory on behalf of the Union

LETTER OF UNDERSTANDING

Between

CITY OF NORTH VANCOUVER
(the "Employer")

and the

NORTH VANCOUVER FIREFIGHTERS' ASSOCIATION, LOCAL 296
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(the "Union")

The purpose of this Letter of Understanding ("the Agreement") is to outline an agreement between the Employer and the Union with respect to re-assignment of job responsibilities within the Fire Prevention Division ("the Re-Assignment").

1. Preamble

The Employer and the Union recognise that:

- 1.1 The current assignment of job responsibilities within the Fire Prevention Division include the positions of Captain - Fire Prevention , Captain - Pre-Plan, Lieutenant - Fire Prevention and Fire Inspector.
- 1.2 The Collective Agreement, Divisional structure, job requirements, job responsibilities and corresponding Policy Statement and Operational Guidelines (PSOG's) are consistent with paragraph 1.1.
- 1.3 The operational responsibilities of the Fire Prevention Division have evolved as they relate to the Employer's development services responsibilities and include, but are not limited to, new building permit plan reviews, requirements of Construction Fire Safety Plans (CFSP) and the British Columbia Fire Code (BCFC) Code, as well as the management of the Infor Development platform.
- 1.4 The importance of coordination and collaboration between departments, in this instance the Planning and Development Department through the development permitting process, optimizes efficiency and effectiveness across the entire organization and to meet the service delivery expectations/community interests.
- 1.5 The identification of training needs and the ongoing training and development of employees is an integral part of the Fire Service and is the responsibility of all levels of supervision within the Fire Department to evaluate and ensure that employees receive the required training to perform their duties.

2. Terms and Conditions

- 2.1 The parties agree to enter into a without prejudice and without precedent Agreement to re-assign responsibilities within the Fire Prevention Division to meet operational needs.
- 2.2 The Agreement will remain in place for as long as the Employer determines, acting reasonably, that funding is available to support the re-assignment of responsibilities within the Fire Prevention Division.
- 2.3 The attached appendices (Appendix A, B and C) support the Agreement.
- 2.4 Although the re-assignment of responsibilities are referred to as acting assignments, the affected employees will, for the purposes of Classification and Pay and Benefits (Articles 4 and 6 and Schedule B and C), be deemed to have been appointed to the positions for the purposes of the re-assignment and the Collective Agreement will apply to the Parties except as otherwise expressly stated herein.
- 2.5 In the event of a conflict between the Agreement and the Collective Agreement, this Agreement supersedes the Collective Agreement to the extent of the conflict.
3. This Agreement will expire if the Agreement is not renewed as part of the Collective Bargaining process, or if the funding outlined in paragraph 2.2 is no longer available.
4. The Parties agree that changes to this Agreement, including the Appendices, can be mutually agreed to during the period of the Agreement.

Dated this 12th day of February 2024.

Signed:

“Greg Schalk”

Greg Schalk
Fire Chief
On behalf of the Employer

“Davide DiSpirito”

Davide DiSpirito
President
On behalf of the Union

“Laine Nelson”

2nd Authorised Signatory
On behalf of the Union

Attachments:

Appendix A: Fire Prevention Division - Acting Job Functions - 2022 Onwards - #2160440

Appendix B: Fire Prevention Division Temporary Reporting Structure -2022 Onwards #2160444

Appendix C: PSOG 5.01.20 -Acting Opportunities - Prevention Division - #2458256

(These documents are intended as a guide and should there be a discrepancy between the information contained therein and the relevant polices and/or collective agreement, the latter documents will prevail).



NORTH VANCOUVER CITY FIRE DEPARTMENT

165 East 13th Street, North Vancouver, B.C. V7L 2L3
 Phone: 980-5021, Fax: 980-3457

FIRE PREVENTION DIVISION -ACTING JOB FUNCTIONS - 2022 ONWARDS

The purpose of this document is to outline the Acting job functions of the roles within the Fire Prevention Office.

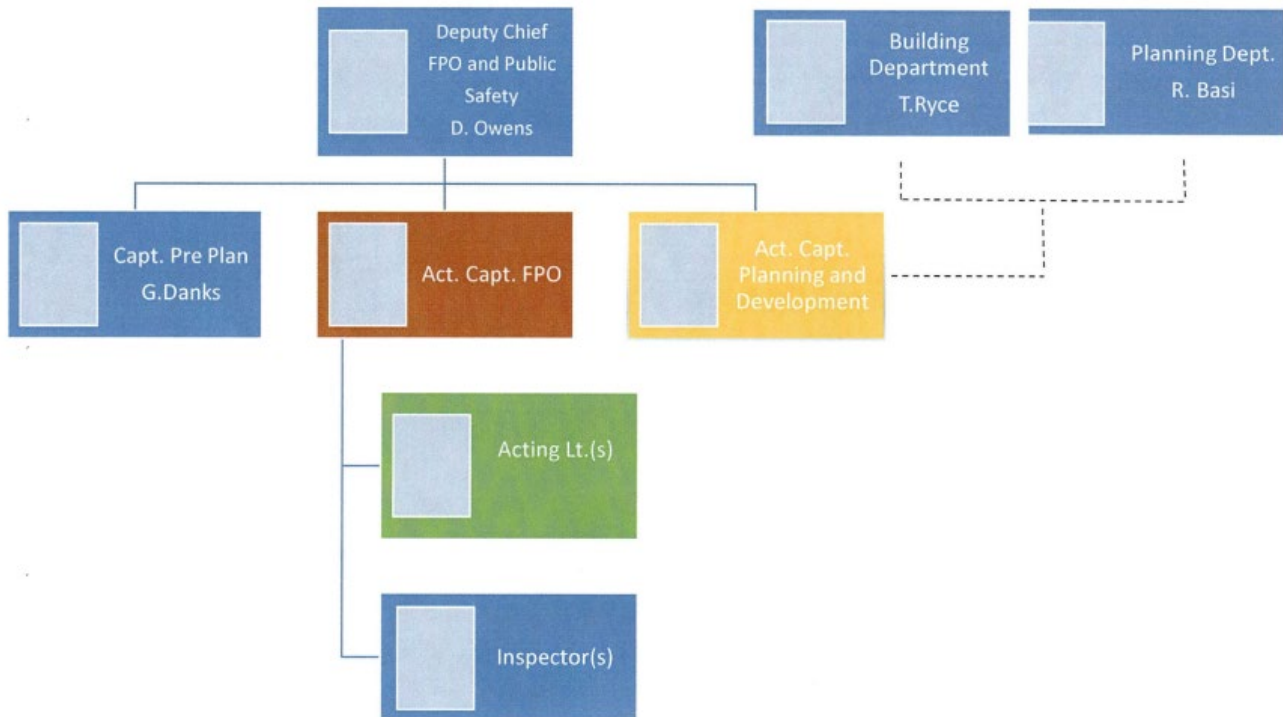
<p>Acting Captain - Planning and Development</p>	<ul style="list-style-type: none"> • Reviews all Planning and Development permit applications. • Conducts plan reviews for all types of occupancies to ensure compliance with codes, regulations and bylaws. • Conducts reviews of Construction Fire Safety Plans and Exposure Protection Reports. • Assigns and monitors the annual Schedule of Inspections within Infor. • Participates in Infor implementation and mentoring. • Participates in Harry Jerome and Silver Harbour Center Working Group. • Prepares and maintains a variety of records, reports, correspondence and files related to the functions of the Fire Prevention Office. • Investigates or assists in the investigation of fires to determine cause and origin. • Performs related work as required.
<p>Qualifications</p>	<p>As per PSOG 5.01.20 Acting Opportunities - Prevention Division and with the following exceptions:</p> <ul style="list-style-type: none"> • Full time employee in the Fire Prevention Division with a minimum of two (2) years hands on experience of the City's related Planning and Development processes, and • Completion of the following: <ul style="list-style-type: none"> • Certified NFPA Fire Plan Examiner and • BC Building Code Part 3 - BCIT.
<p>Acting Captain - FPO</p>	<ul style="list-style-type: none"> • Plans, assigns, supervises, reviews and as required participates in the work of the Fire Prevention Office. • Assigns and coordinates inspections such as Business Licenses, complaints , life safety systems , comfort letters etc. • Coordinates New Building Occupancy Inspections. • Coordinates Public Education Program. • Coordinates Fire Safety Plan review and approvals. • Reviews Occupant Load and Special Occasion applications . • Completes Building Compliance Letter requests and Demolition permit reviews. • Participates in Infor implementation and mentoring • Investigates or assists in the investigation of fires to determine cause and origin. • Performs related work as required.

Qualifications	As per PSOG 5.01.20 Acting Opportunities - Prevention Division
Acting Lieutenant	<ul style="list-style-type: none"> • Conducts routine inspections as assigned. • Conducts technical inspections of properties such as New Building Occupancy Inspections, new fire alarm systems, sprinklers , spray booths, kitchen suppression systems etc. as assigned. • Conducts other inspections as assigned, such as Business Licenses, food trucks, complaints, hoarders, comfort letters, demolition sites, etc. • Conducts construction site monitoring inspections. • Reviews Fire Safety Plans as assigned. • Participates in the delivery of Public Education to the general public. • Investigates or assists in the investigation of fires to determine cause and origin. • Performs related work as required.
Qualifications	As per PSOG 5.01.20 Acting Opportunities - Prevention Division
Inspector	<ul style="list-style-type: none"> • Conducts routine inspections as assigned. • Conducts other inspections as assigned, such as complaints, hoarders, comfort letters, demolition sites, etc. • Reviews Fire Safety Plans as assigned. • Participates in the delivery of Public Education to the general public. • Investigates or assists in the investigation of fires to determine cause and origin. • Performs related work as required.
Date: January 31, 2024	Approved:

Fire Prevention Division - Temporary Reporting Structure - 2022 and Onwards

December 29, 2023

Appendix B



Existing Positions with same job descriptions and same requirements

Existing Position with updated job description and same requirements

Existing Positions with updated job descriptions and new requirements

New Positions with new job description and new requirements

Letter of Understanding #10

LETTER OF UNDERSTANDING

Between

CITY OF NORTH VANCOUVER
(the "Employer")

and the

NORTH VANCOUVER FIREFIGHTERS' ASSOCIATION, LOCAL 296
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(the "Union")

(together the "Parties")

WHEREAS a program called Community Awareness and Public Safety ("CAPs") Program was developed to support the City's strategic goal of a City for People - to create safe, healthy spaces in our City for people;

AND WHEREAS under the Public Safety Division, the purpose of the "CAPs" Program is to empower the community, including those at higher risk, with life safety skills facilitated through a targeted intervention and prevention outreach program;

AND WHEREAS the Employer and the Union recognize the need to set volunteer deployment guidelines within the City of North Vancouver Fire Department and the "CAPs " Program; and

AND WHEREAS this Letter of Understanding ("LOU") specifically addresses three subjects: Fire Department scheduled events, door to door survey site campaign (single family) and door to door site survey campaign three (3) storey walk ups (high risk);

THEREFORE the Employer and the Union agree as follows (the "Agreement"):

1. The Parties will evaluate the efficiency and the collected data from the aforementioned campaigns throughout the year.
2. That this LOU does not apply to the "CAPs" Program's duties with NSEM and other public safety departments when delivering information and/or providing support where needed (e.g. emergency preparedness, Hey Neighbour program).
3. At no time shall the "CAPs" Program activities include any job duties/descriptions that would be covered by the collective agreement between the Parties unless otherwise detailed in this LOU, or agreed to by the Parties.
4. That the intention of the "CAPs" Program is not to educate the public on fire safety and or to be used as a substitute for activities that provide current or future employment opportunities that would be covered by the collective agreement between the Parties.

5. At no time shall the "CAPs" Program volunteers identify themselves as City of North Vancouver City Fire Department employees.
6. That this LOU will expire one (1) year after the date of signature below and will thereafter nullify the "CAPs" Program volunteers ' involvement in any deployment in such a manner mentioned in this LOU unless mutually agreed upon by both parties in extending the Agreement.
7. Fire Department Scheduled Events

The "CAPs" Program volunteers may be deployed to Fire Department scheduled events such as, but not limited to, Hot Summer Nights, Pumpkin Walk, and Shipyards' events to support Fire Prevention and Fire Suppression employees engaging with the public. Volunteer guidelines shall be as follows:

- a. The "CAPs" Program Volunteers and Fire Department employees may engage the public together under a marked Fire Department canopy.
 - b. May distribute Fire Department merchandise such as: Fire Department stickers, tattoos, freezes and NFPA safety tip sheets.
 - c. Shall not answer any fire related questions and such questions shall be directed to Fire Prevention or Fire Suppression employees who are onsite.
 - d. May assist with non-specialized Fire Department equipment setup under the direction of the onsite Fire Prevention or Fire Suppression employees.
 - e. May assist in other areas when directed by Fire Prevention or Fire Suppression employees.
8. Door to Door Campaign (Single Family/Townhouse)

The "CAPs" Program volunteers may be deployed to single family/townhouse residences to conduct door to door site surveys for the purpose of statistical data. Volunteer guidelines shall be as follows:

- a. Shall follow a questionnaire/script, the contents of which will be mutually agreed to by the Parties.
 - b. May distribute public safety information such as: NFPA safety tip sheets and/or may direct residents to the Fire Department's website and/or may direct residents to call the Fire Prevention Division.
 - c. Shall provide information to have a Fire Department employee follow up if required, such as but not limited to: installing smoke alarms, fire emergency planning, fire alarm testing, extinguisher requirements and use of Fire Smart information.
 - d. Shall provide residents with the Fire Prevention Division's contact information for any related questions.
9. Door to Door Campaign (Three Story Walk Up)

The "CAPs" Program volunteers may be deployed to high-risk properties such as three (3) story walk up residences to conduct door to door site surveys for the purpose of statistical data. Volunteer guidelines shall be as follows:

- a. Shall follow a questionnaire/script, the contents of which will be mutually agreed to by the Parties.
 - b. May distribute public safety information such as: NFPA safety tip sheets and or may direct residents to the Fire Department's website and/or may direct residents to call the Fire Prevention Division.
 - c. Shall provide information to have a Fire Department employee follow up if required, such as but not limited to: installing smoke alarms, fire emergency planning, fire alarm testing, extinguisher requirements and use of Fire Smart information.
 - d. Shall provide residents with the Fire Prevention Division's contact information for any related questions.
 - e. May conduct door to door campaigns in conjunction with a Fire Prevention Division employee for scheduled onsite public education sessions.
10. Where overtime opportunities for Fire Department employees arise in relation to the CAPs Program in paragraph 9, such opportunities must be preapproved by the respective Chief Officer and if worked, will be paid (and not banked) in accordance with the rates set out in Article 4.6 - Overtime and Call Bank Service.
11. The Parties will mutually agree on the NFPA safety tip information sheet handouts.
12. The Parties may amend the provisions of this LOU by mutual agreement.
13. That this LOU may be cancelled by either Party upon giving 90 calendar days' written notice of cancellation to the other Party.

Dated this 12th day of February 2024.

Signed:

"Greg Schalk"

Greg Schalk
Fire Chief
On behalf of the Employer

"Davide DiSpirito"

Davide DiSpirito
President
On behalf of the Union

"Laine Nelson"

2nd Authorised Signatory
On behalf of the Union

Letter of Understanding #12

LETTER OF UNDERSTANDINGBetweenCITY OF NORTH VANCOUVER
(the "Employer")

and the

NORTH VANCOUVER FIREFIGHTERS ' ASSOCIATION, LOCAL 296
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(the "Union")

(together the "Parties")

WHEREAS the Employer and the Union recognize that an employee's claim to WorkSafeBC for workers' compensation for an acute psychological reaction or response arising out of or related to the employee responding to an occupation-related critical incident may not always be accepted by WorkSafeBC despite medical information supporting the absence from work due to an acute psychological reaction or response;

WHEREAS, the Employer and the Union recognize that, ordinarily, when WorkSafeBC denies an employee's workers compensation claim in those circumstances, the Employer is responsible for the employee's shift on the date of the occupational-related critical incident and the Union is responsible for the employee's first four missed shifts pursuant to Article 6.5(a) of the Collective Agreement;

WHEREAS, on a *without prejudice basis* and for compassionate reasons, the Employer is prepared to undertake the Union's responsibility for the employee's first four missed shifts in certain circumstances in accordance with the terms and conditions set out below when WorkSafeBC denies the employee's claim for workers compensation; and

THEREFORE, the Employer and the Union agree as follows:

1. The Employer will establish a Critical Incident Support Program (the "CIS Program") to provide short-term support to employees who suffer an acute psychological reaction or response arising out of or related to responding to an occupational-related critical incident and whose workers' compensation claims for the illness or injury are denied by WorkSafeBC. The CIS Program will be administered in accordance with the Critical Incident Support Program Guideline, attached as Appendix "A" to this Letter of Understanding.
2. The Employer and the Union may amend any term or condition of this Letter of Understanding at any time by mutual written agreement.
3. The terms and conditions of this Letter of Understanding are subject to applicable workers' compensation legislation. In the event any term or condition of this Letter of Understanding contravenes applicable legislation, the legislation will prevail to the extent of the contravention.

Letter of Understanding #15

LETTER OF UNDERSTANDINGBetweenCITY OF NORTH VANCOUVER
(the "Employer")

and the

NORTH VANCOUVER FIREFIGHTERS' ASSOCIATION, LOCAL 296
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(the "Union")

(together the "Parties")

WHEREAS the Employer and the Union recognise that North Vancouver City Fire Department ("NVCFD") employees play a critical role in providing front-line emergency response services to the citizens of the City (and at times the District of North Vancouver and the District of West Vancouver through a shared services agreement);

WHEREAS the Parties have a mutual desire to ensure that the NVCFD is in a position to effectively provide these emergency response services, both through operational efficiencies and whilst maintaining the health, safety and well-being of NVCFD employees wherever possible;

WHEREAS, the Parties are, on a without prejudice and without precedent basis, and pursuant to the terms of this Letter of Understanding ("LOU") open to continuing the 24-Hour shift pattern that the Parties were previously evaluating outside of a pandemic context;

WHEREAS, the Parties are, on a without prejudice and without precedent basis, and pursuant to the terms of this LOU, further prepared to effect those consequential amendments to the Collective Agreement that are necessary to facilitate this 24-Hour shift pattern as outlined in Schedule "A" to this LOU and for as long as this LOU is in effect;

WHEREAS, pursuant to the terms of the LOU, the Employer and the Union may amend any term or condition of the LOU at any time by mutual written agreement;

WHEREAS, the Employer and the Union agree with the terms and conditions set out below;

THEREFORE, based on the foregoing, the Employer and the Union agree as follows (the "Agreement"):

1. This Agreement is intended to fully replace LOU #15 and the Parties agree that the previous LOU #15 will no longer be in effect as of the effective date of the Agreement.
2. This Agreement applies to Suppression Division employees of NVCFD and is made effective as of the date of execution by the Parties below.

- 3. The Collective Agreement applies to the Parties except as otherwise expressly stated herein and except as modified in Schedule "A" to this Agreement.
- 4. 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.
- 5. For as long as this Agreement is in effect, and unless as otherwise permitted by the Collective Agreement, the Employer will schedule staffing following a 24-Hour shift pattern where 24-Hour shifts may be divided into two shifts of 10 hours (08h00-18h00) and 14 hours (18h00-08h00) for purposes of mutually agreed upon by the Parties.
- 6. The Parties will work together to address any issues that may arise related to the 24-Hour shift pattern that affects service delivery including, but not limited to, employee health issues, increased emergency response turnout times and employee disengagement. Failing mutual agreement between the Parties, the Employer will resolve the issues acting within their management rights under the Collective Agreement.
- 7. In the event there is a dispute between the Parties with respect to the interpretation, application, or operation of this Agreement, or in the event of any alleged violation of the Agreement, the grievance procedures under the Collective Agreement will apply to resolve the dispute.
- 8. This Agreement will end upon completion of bargaining for a new Collective Agreement between the Parties following the expiry of the 2022-2024 Collective Agreement, unless extended by explicit mutual agreement between the Parties

Dated this 12th day of February 2024.

Signed:

 "Greg Schalk"
Greg Schalk
Fire Chief
On behalf of the Employer

 "Davide DiSpirito"
Davide DiSpirito
President
On behalf of the Union

 "Laine Nelson"
2nd Authorised Signatory
On behalf of the Union

Schedule "A"

The Parties acknowledge that the non-24-Hour shift pattern operated within the context of a compressed work schedule consisting of two consecutive duty shifts (day shift and night shift) as a tour of duty. This is compared to the 24-Hour shift pattern of 24 hours on, 48 hours off, 24 hours on, followed by 96 hours off. Both schedules consist of no less than four platoons - A, B, C and D.

For the duration of Letter of Understanding #16, the following Articles in the Collective Agreement between the Parties will be modified as follows to reflect the 24-Hour shift pattern for operational and/or staffing coverage reasons:

(a) Where the word "shift" has been used in the following Articles, the word refers to either a day shift (comprising a 10 hour shift operating from 08h00 - 18h00) or a night shift (comprising a 14 hour shift operating from 18h00 - 08h00) in the non-24-Hour shift pattern and will be considered to be two shifts within the 24-Hour shift pattern:

- Article 4.3 (d) - Probationary Period
- Article 4.4 (b) - Pay for Acting in a Senior Capacity and Vacation Adjustment
- Article 4.6 (c), (d) and (i) - Overtime and Call-Back Service
- Article 4.7 (a) and (b) - Instructor 's Pay
- Article 5.1 (d) - Seniority
- Article 5.4 (c) - General Residency Requirements
- Article 6.1 - Vacations - Fire Suppression Crew
- Article 6.3 (a) - Public Holidays
- Article 6.4 - Sick Leave and Gratuity Plan
- Article 6.12 (i) and (iv) - Uniforms
- Article 8.7 (g) - Officers' Development Training and Promotion Policy

(b) Where the word "day" has been used in the following Articles, the word refers to either a day shift (comprising a 10 hour shift operating from 08h00 - 18h00) or a night shift (comprising a 14 hour shift operating from 18h00 - 08h00) in the non-24-Hour shift pattern and will be considered to be two shifts within the 24-Hour shift pattern:

- Article 6.1 U) (ii) - Vacations - Fire Suppression Crew
- Article 6.3 (a) - Public Holidays
- Article 6.4 - Sick Leave and Gratuity Plan
- Article 6.6 - Compassionate Leave

(c) Reversion

Employees may be temporarily reverted from the 24-Hour shift pattern as follows:

- to work a day shift in the Suppression Division, comprising four (4) ten (10) hour workdays or five (5) eight (8) hour workdays, to facilitate the accommodation of special assignments and or training/courses, barring extenuating circumstances .
- for participants of the Exempt Officer Development Program (Letter of Understanding #2), to work a thirty five (35) hour work.

This Schedule "A" is intended to identify those consequential amendments to the Collective Agreement that are necessary to effectively interpret and apply the Collective Agreement under a 24-Hour shift pattern. The Parties agree that the Letter of Understanding continuing the 24-Hour shift pattern is not intended to, and should not result in, substantially greater operational costs to the Employer than those costs that the Employer would have incurred had the 24-Hour shift pattern not been continued under the Letter of Understanding, including with respect to employee earnings.

LETTER OF UNDERSTANDINGBetweenCITY OF NORTH VANCOUVER
(the "Employer")

and the

NORTH VANCOUVER FIREFIGHTERS' ASSOCIATION, LOCAL 296
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(the "Union")

(together the "Parties")

WHEREAS the 2020-2021 Collective Agreement between the Parties includes provisions concerning a Sick Leave Plan (Article 6.4(a)), a Gratuity Plan (Article 6.4(b)), and a Health and Welfare Benefits Union Sick Leave Fund (Article 6.5) (together the "Health and Welfare Provisions");

WHEREAS, as part of negotiating the 2022-2024 Collective Agreement, the Parties made amendments to the Health and Welfare Provisions for purposes including improving employee attendance, better managing sick leave and workplace absences due to illness or injury, better recognizing employee health and wellness, and better addressing the operational challenges associated with absenteeism due to illness or injury (the "Purposes");

WHEREAS, the Parties, on a without prejudice and without precedent basis, and for the term of the 2022-2024 Collective Agreement, have agreed on the terms set out below to see if the Purposes can be better achieved through these changes;

THEREFORE the Employer and the Union agree as follows:

1. Sick Plan and Gratuity Plan Review

- (a) Upon review of the Department's absenteeism, and taking into account the Purposes for which the Health and Welfare Provisions were amended and the desire for accountability and achievability with respect to those Purposes, the Fire Chief may, after consultation with the Union, and in the Fire Chief's sole discretion, do any of the following after ratification of the 2022-2024 Collective Agreement and prior to its renewal:
 - (i) Change the Department's absenteeism average outlined in Article 6.4(b)(i)(3) of the collective agreement by plus or minus one (1) shift;
 - (ii) Determine to what extent short-term and long-term illnesses will be defined/included as part of the Department's absenteeism calculations under Article 6.4(b)(i)(3); and

- (iii) Determine to what extent a return to work/graduated return to work attendance of 50% or more of an employee's regular shift pattern will be defined/included as part of the Department's absenteeism calculations under Article 6.4(b)(i)(3) or as part of an individual employee's absenteeism calculation under Article 6.4(b)(i)(1).
 - (b) The Parties may, after ratification of the 2022-2024 Collective Agreement and prior to its renewal, mutually agree to change the Department's absenteeism average outlined in Article 6.4(b)(i)(3) by something greater than plus or minus one (1) shift.
 - (c) The Department's absenteeism reviews will be shared with the Union subject to applicable privacy laws.
2. This Agreement will end on the date that the Collective Agreement between the Parties following the expiry of the 2022-2024 Collective Agreement is ratified, unless extended by explicit mutual agreement between the Parties.
 3. The Employer and the Union may amend any term or condition of this Letter of Understanding at any time by mutual written agreement.
 4. This Letter of Understanding should be interpreted within the context of Letter of Understanding #15 (24 Hour Shift Pattern) and the need to effectively interpret and apply the Collective Agreement under a 24-Hour shift pattern.

Dated this 12th day of February 2024.

Signed:

"Greg Schalk"

Greg Schalk
Fire Chief
On behalf of the Employer

"Davide DiSpirito"

Davide DiSpirito
President
On behalf of the Union

"Laine Nelson"

2nd Authorised Signatory
On behalf of the Union