

THE CORPORATION OF  
THE DISTRICT OF NORTH VANCOUVER

COLLECTIVE AGREEMENT  
2023 JANUARY 01 to 2024 DECEMBER 31

THE DISTRICT OF NORTH VANCOUVER FIREFIGHTERS' UNION,  
LOCAL 1183 OF THE  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS



2023-2024

COLLECTIVE AGREEMENT  
between  
THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER  
and  
THE DISTRICT OF NORTH VANCOUVER FIREFIGHTERS' UNION, LOCAL 1183  
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

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THIS AGREEMENT made and entered into

BETWEEN:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER  
(hereinafter called the "Corporation")

OF THE FIRST PART

AND:

THE DISTRICT OF NORTH VANCOUVER FIREFIGHTERS' UNION, LOCAL 1183  
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
(hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1: PREAMBLE

(a) WHEREAS the Corporation is an employer within the meaning of the Labour Relations Code being Chapter 244 of the Revised Statutes of British Columbia, 1996;

AND WHEREAS the Union is certified to bargain on behalf of all employees of the Fire Department employed by the Corporation at the District of North Vancouver, British Columbia, excepting:

- (a) the Fire Chief, Deputy Fire Chief and Assistant Fire Chiefs;
- (b) clerical workers and other office staff;

AND WHEREAS as a result of collective bargaining between the parties for the purpose of concluding a collective agreement between the Corporation and the Union for the years 2023 and 2024, the Corporation and the Union have agreed to amend the 2020-22 Collective Agreement and to execute the agreement hereinafter set forth.

(b) This Agreement shall constitute the wages and working conditions for the employees in respect of whom the Union is so certified. The word "Department" when used in this agreement means the Fire Department of the Corporation of the District of North Vancouver.

ARTICLE 2: TERM OF AGREEMENT

This Agreement shall be for a term of two (2) years with effect from 2023 January 01 to 2024 December 31, both dates inclusive.

It is understood and agreed between the Corporation and the Union that the operation of Subsections (2) and (3) of Section 50 of the Labour Relations Code are hereby excluded from and shall not be applicable to this agreement.

### ARTICLE 3: UNION SECURITY

All employees covered by the Union's Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues, and all employees who are at present members of the Union, and any employee who hereafter becomes a member of the Union shall, as a condition of employment, maintain their membership in the Union during the term of this Agreement. Such payment shall be made by payroll deduction. This deduction shall become effective on the first (1<sup>st</sup>) day of the month coincident with, or next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the Corporation on the final day of the first (1<sup>st</sup>) pay period in that month. Deductions shall be made in respect of all subsequent months. These arrangements shall remain in effect for so long as this Union remains the recognized bargaining authority.

### ARTICLE 4: WORKING CONDITIONS

#### 4.1 Hours of Work

The hours of duty for employees covered by this agreement are as follows:

- (a) The employees occupying positions set forth in Group 1 of the said Schedule "A" shall work an average of forty-two (42) hours per week.
- (b) The Fire Prevention Inspectors and Fire Prevention Officers shall work a thirty-five (35) hour week.
- (c) A variation of the weekly Hours of Work for members of the Fire Prevention and Training Offices was implemented on January 1st, 1977. The principle of amended hours is set out below.
  - (1) The daily hours of those employees who will be required to work a four (4) day week, shall be nine and one-quarter (9¼) inclusive of a thirty (30) minute lunch break.
  - (2) The daily hours of those employees who will be required to work a five (5) day week, shall be eight (8) with a one (1) hour lunch break.
  - (3) Other working conditions and fringe benefits shall remain unchanged for those employees who will be required to work a four (4) day week, except as specifically amended by paragraphs 4 and 5.
  - (4) In lieu of the thirteen (13) Statutory Holidays described in Article 6.3, each employee working a four (4) day work week shall be credited with one hundred and thirteen point seven five (113.75) hours in their Statutory Holiday account at the beginning of each calendar year and, each employee working a five (5) day work week shall be credited with ninety-one (91) hours in their Statutory Holiday account at the beginning of each calendar year. Employees who transfer between a four (4) and a five (5) day work week will have their entitlements prorated to reflect the proportion of the year worked under each work week.

- (5) Each employee shall deduct hours equivalent to their daily hours for each Statutory Holiday which falls on a regular day of work which they are not required to work. In the event the hours in the Statutory Holiday bank are not equivalent to the hours so deducted the employee shall, depending on whether they have extra hours in the bank or there were insufficient hours in their bank, either:
  - (a) be entitled to schedule the balance of the additional hours in the Statutory Holiday Bank as time off at a time mutually agreed between the Corporation and the employee; or,
  - (b) deduct time from any other accumulated time bank to cover the shortage in hours.
- (6) A working day for each employee working a four (4) day work week is deemed to be eight and three quarter (8.75) hours for the purpose of crediting and deducting of Gratuity under Sections 1 and 2 of Article 6.9. A working day for each employee working a five (5) day work week is deemed to be seven (7) hours for the purpose of crediting and deducting Gratuity under Sections 1 and 2 of Article 6.9.
- (7) It is understood and agreed at the end of each calendar year there will be a joint review of the personnel records of the employees who have worked a four (4) day week in the Fire Prevention and Training Offices to ensure that such employees have neither gained nor lost benefits under the Gratuity and Sick Leave Plans as a result of having worked a four (4) day week in the Fire Prevention Office instead of a five (5) day week. Any necessary adjustment to entitlement under the Sick Leave and Gratuity Plans shall be made to the nearest hour.

#### 4.2 Postings

All new positions, all Group 2 promotions, and all Group 1 promotions which are not to be filled by appointment from an officers' pool, shall be posted for a period of fourteen (14) calendar days. Similarly, notice of all promotional exams shall be posted for a period of fourteen (14) calendar days.

#### 4.3 Probationary Period

- (a) New employees shall be considered to be on a probationary basis until the completion of twelve (12) months' satisfactory service. If such person continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall date back to the original date of employment.
- (b) This probationary period shall be for the purpose of determining an employee's suitability for permanent employment. At any time during this period employment may be terminated if it can be satisfactorily shown the employee is unsuitable for employment.
- (c) Suitability for employment will be decided on the basis of factors such as:

- (1) The quality of the employee's work.
  - (2) The employee's ability to work harmoniously with others.
  - (3) The employee's conduct.
  - (4) The employee's ability to meet firefighting standards set by the Corporation.
- (d) Upon mutual agreement between the Corporation and the Union, an employee's probationary period may be extended for a period not to exceed four (4) months.

#### 4.4 Promotional Policy

With regard to promotions, it is agreed that, other things being equal, effect shall be given to seniority.

#### 4.5 Rights of Employees Promoted Out of the Bargaining Unit

In the event of an employee being promoted from a position for which the Union either had bargaining authority at the time of the promotion or subsequently obtained bargaining authority, to a position excluded from the Union's bargaining unit, and such employee being subsequently laid off or demoted, or voluntarily reverting to a position for which the Union has bargaining authority, the Corporation shall have the right, within the first (1<sup>st</sup>) six (6) months (effective 2024 December 09, twelve (12) months) of the employee's promotion, to place such employee in the position they previously held or in any vacant position of equivalent or lower rank for which such employee is considered qualified. The employee, if so placed as the result of being laid off or demoted, or voluntarily reverting prior to the expiry of six (6) months (effective 2024 December 09, twelve (12) months) in the position excluded from the Union's bargaining authority, shall suffer no loss of seniority and such seniority shall be their total length of service with the Fire Department.

#### 4.6 Residence Regulations

##### (a) General Residence Requirements

All employees must reside in the Corporation or in one of the following adjoining municipalities and must continue to reside within one of these areas while in the Corporation's employ:

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

Squamish

(b) Extended Boundaries

After submission of a written request and only with subsequent approval by the Fire Chief, a maximum of thirty percent (30%) of the total number of the employees may reside in the extended areas defined as follows:

Richmond  
Delta  
Surrey  
Maple Ridge  
Langley  
Pitt Meadows  
White Rock

- (c) At the discretion of the Fire Chief, a maximum of fifteen percent (15%) of the total number of the employees (rounded to the higher whole number) may reside outside of the extended areas as referenced in Article 4.6(b).
- (d) In the event an employee residing outside of the extended boundaries as referenced in Article 4.6(b) is unable to report for duty as a consequence of a situation such as a road closure or a disruption of ferry service, the Union shall be required to provide coverage of that employee's shift at no additional cost to the Corporation.

4.7 Telephone

Every employee covered by this agreement shall have a telephone in their residence.

4.8 Employee Files

- (a) The Corporation shall notify the Union of the existence of any items which are to be included in an employee's file which might serve to jeopardize the employee's continued employment with the Department.
- (b) Upon written application to the Fire Chief, an employee may review the contents of their Personnel File. Such access shall be granted within five (5) days of receipt of the written application.

4.9 Seniority

- (a) Subject to Article 4.3(a), the seniority date for an employee shall date back to the original date of employment.
- (b) Where more than one (1) employee commences employment on the same day, the order of seniority of such employees shall be determined by age. That is, the older employee will be placed on the seniority list before the younger employee.

## ARTICLE 5: CLASSIFICATION AND PAY

### 5.1 Remuneration

The scale of remuneration set out in the Schedule annexed hereto and marked Schedule "A" shall apply during the currency of this Agreement.

### 5.2 Calculation of Pay Rate

Annual salary: Twelve (12) times negotiated monthly salary.  
Bi-weekly rate: Divide annual salary by 26.089 pay periods.  
Hourly rate: Divide bi-weekly rate by two (2) times weekly hours.

### 5.3 Acting in a Senior Capacity

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 they normally hold shall be paid at the rate for the senior position or rank while so acting.

### 5.4 Instructors' Allowance

When an employee is a certified instructor and has delivered a scheduled, department mandated training program while working their normal regular shift, that employee shall receive one (1) hour's pay at their classified rate for each three (3) hours of instruction.

Off duty instructors shall receive one and one-half (1½) times pay for all hours of instruction, with a minimum of three (3) hours paid time.

### 5.5 Extra Shifts

- (a) Where an employee agrees to work or is required by the Corporation to work a part of a shift, a shift or shifts in excess of their scheduled work week, the employee shall, at the option of the Corporation, receive either an amount of time off equivalent to one and one-half (1½) times the number of such excess hours or pay at the rate of one and one-half (1½) times their regular hourly rate for such excess hours worked, with a minimum of three (3) hours' pay at the rate of one and one-half (1½) times their regular hourly rate.
- (b) In the event that an employee is required to attend at court for the purpose of giving evidence on a matter arising out of the performance of their duty as an employee of the Corporation, they shall, at the option of the Corporation, receive either an amount of time off equivalent to one and one-half (1½) times the number of hours so spent, or they shall receive pay at the rate of one and one-half (1½) times their regular hourly rate for all hours so spent, with a minimum of three (3) hours at the rate of one and one-half (1½) times their regular hourly rate.
- (c) PROVIDED HOWEVER that if an employee does not receive all of the time off earned under this Article 5.5 by December 31 of the year following the year in which such time off was earned, the employee shall be paid in cash therefor based

on their regular rate of pay in effect on December 31 of the year following the year in which such time off was earned.

#### 5.6 Call Out

- (a) Except as provided in Article 5.5, Article 5.6(b) or Article 5.8, an employee reporting for work on the call of the Corporation at any time other than their regular working hours shall be paid at the rate of double (2x) their regular rate of pay for the entire period spent at their place of work in response to the call, with a minimum of three (3) hours at the rate of double (2x) their regular rate of pay; provided that triple (3x) the regular rate of pay will be paid when an employee is called out to work on a Statutory Holiday; where an employee is called out within two (2) hours of the start of their shift, then the three (3) hour minimum does not apply.
- (b) An employee shall be paid at the rate of one and one-half (1½) times their regular hourly rate when reporting for work on the call of the Corporation for the purpose of attending a meeting of an administrative nature, but subject to the following conditions:
  - (1) at least one (1) week's notice of the meeting date shall be provided;
  - (2) in the event a scheduled meeting date is postponed, at least one (1) week's notice of the new meeting date shall be provided;
  - (3) the rate of one and one-half (1½) times the regular hourly rate shall be paid for the entire period spent at the meeting, with a minimum of three (3) hours at the rate of one and one-half (1½) times the regular hourly rate;
  - (4) 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;
  - (5) 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 they have a prior commitment of a personal nature;
  - (6) nothing contained in this Article 5.6(b) shall be construed so as to interfere with the right of the Corporation to require an employee to report for work pursuant to Article 5.6(a) for the purpose of attending a meeting of an administrative nature or of any other kind, in which case neither the rate of one and one-half (1½) times the regular hourly rate nor any of the conditions set out in Subsections (1) to (5) inclusive of this Article 5.6(b), shall apply.

#### 5.7 Overtime

An employee who is required to work overtime immediately following the completion of their regular shift, or immediately prior to their regular shift if such overtime is necessitated by a provincial or federal election, shall be paid at one and one-half (1½) times the regular

hourly rate of the employee for the first (1<sup>st</sup>) two (2) hours, and two (2) times the regular hourly rate of the employee for all overtime hours worked beyond two (2) hours, computed on the basis of the employee's normal working hours. In order to qualify as Overtime under this Article 5.7, the requirement for an employee to work Overtime preceding their regular shift must be accompanied by a minimum of twenty-four (24) hours' notice of such requirement. When computing the payment of overtime of an employee under this Article 5.7, all time worked by such employee from the time they complete their regular shift until they return (if their duties required them to leave their regular place of work) to their regular place of work (e.g. the Fire Hall at which they are stationed) and have been relieved of further duties, shall be deemed to be overtime, rounded to the nearer fifteen (15) minutes.

#### 5.8 Extra Shifts - Training

- (a) Where an employee is required to work a portion of an extra shift for the purpose of attending an instructional or training exercise, then the employee shall, at the option of the Corporation, receive an amount of time off equivalent to one (1) times the number of extra hours so worked or pay at the rate of one (1) times their regular hourly rate of pay for such extra hours. Any period of work which immediately follows, or which immediately precedes the employee's regular shift will not be subject to any minimum period of compensation; and any other period of work will be subject to a minimum of three (3) hours at one (1) times their regular hourly rate of pay.
- (b) PROVIDED HOWEVER that if an employee does not receive all of the time off earned by them under this Article 5.8 by December 31 of the year following the year in which such time off was earned, the employee shall be paid in cash therefore based on their regular rate of pay in effect on December 31 of the year following the year in which such time off was earned.

### ARTICLE 6: BENEFITS

The Corporation will, in return for the plan outlined in Article 6.8(2), undertake full responsibility for, and after completion of six (6) months service by an employee pay full premiums for the Medical Services Plan of B.C., Extended Health Benefits Plan, Group Life Insurance Coverage and the Dental Care Plan.

#### 6.1 Vacations

All employees covered by this agreement shall be entitled to paid annual vacations as hereinafter provided:

- (a) Those employees who are employed in the positions set forth in Group 1 of said Schedule "A" [which employees are hereinafter in this Article 6.1 referred to as "Group 1 employees"] shall be entitled to the following paid annual vacations:
  - (1) Group 1 employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act;

- (2) in the first (1<sup>st</sup>) part calendar year of service, vacation will be granted on the basis of one-twelfth ( $1/12$ ) of eight (8) duty shifts for each month or portion of a month greater than one-half ( $1/2$ ) worked by 31 December;
  - (3) during the second (2<sup>nd</sup>) calendar year of service - eight (8) duty shifts;
  - (4) during the third (3<sup>rd</sup>) up to and including the tenth (10<sup>th</sup>) calendar year of service – twelve (12) duty shifts;
  - (5) during the eleventh (11<sup>th</sup>) up to and including the twenty-second (22<sup>nd</sup>) calendar year of service – sixteen (16) duty shifts;
  - (6) during the twenty-third (23<sup>rd</sup>) and all subsequent calendar years of service – twenty (20) duty shifts.
- (b) Those employees who are employed in the positions set forth in Group 2 of the said Schedule "A" [which employees are hereinafter referred to as "Group 2 employees"] shall be entitled to the following paid annual vacations:
- (1) Group 2 employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act;
  - (2) in the first (1<sup>st</sup>) part calendar year of service, vacation will be granted on the basis of one-twelfth ( $1/12$ ) of fourteen (14) calendar days for each month or portion of a month greater than one-half ( $1/2$ ) worked by 31 December;
  - (3) during the second (2<sup>nd</sup>) calendar year of service – fourteen (14) calendar days;
  - (4) during the third (3<sup>rd</sup>) up to and including the tenth (10<sup>th</sup>) calendar year of service – twenty-one (21) calendar days;
  - (5) during the eleventh (11<sup>th</sup>) up to and including the twenty-second (22<sup>nd</sup>) calendar year of service – twenty-eight (28) calendar days;
  - (6) during the twenty-third (23<sup>rd</sup>) and all subsequent calendar years of service – thirty-five (35) calendar days.
- (c) After the completion of twenty (20) years' service, twenty-eight (28) additional calendar days will be granted as annual leave, to be taken before the completion of twenty-five (25) years of service, at the option of the employee - and that a similar allowance be made at the completion of twenty-five (25) years' service and each subsequent five (5)-year period thereafter; PROVIDED HOWEVER THAT:
- (1) when an employee who is entitled to additional leave under this Article 6.1(c) elects to take such leave, they shall make application to the Fire Chief within thirty (30) calendar days following the date of publication of the annual vacation schedule for the employees by the Department, stating the period when they will be absent on leave; any application for additional leave may be amended or changed by the applicant within the prescribed thirty (30) calendar-day period; any application for additional leave or any application to amend or change any application for additional leave made

following the expiration of the prescribed thirty (30) calendar day period may be refused by the Fire Chief, if, in the opinion of the Fire Chief, the exigencies of the Department necessitate such refusal, but such applications shall not be unreasonably refused by the Fire Chief;

- (2) long service leave may be taken from January 1<sup>st</sup> up to the end of the calendar year in which the qualifying anniversary occurs and maintaining the same principle each five (5) years thereafter, and that if an employee exercises this privilege and fails to remain in their employment with the Corporation for any reason until their anniversary date in that year, they must reimburse the Corporation for the cost of their long service leave.
- (d) 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 ( $1/12$ ) of their vacation entitlement for that year for each month or portion of a month greater than one-half ( $1/2$ ) worked to the date of termination.

PROVIDED THAT:

- (e) "calendar year" for the purposes of this agreement shall mean the twelve (12) month period from 1 January to 31 December inclusive.
- (f) All vacations shall commence on the first (1<sup>st</sup>) duty shift after the employee's days off.
- (g) In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation.
- (h) Employees leaving on superannuation or upon leaving at reaching maximum retirement age are entitled to vacation as follows:
  - if retiring prior to 1 April, they receive half of the usual annual vacation;
  - if retiring 1 April or later, they receive the full annual vacation.

6.2 Annual Vacations While Acting in a Senior Capacity

- (a) An employee who is deemed by the Corporation and the Union to be acting continuously in a position or rank senior to that which they normally hold, on a year-round basis, shall be granted annual vacation, long service leave, and statutory holiday pay at the rate for such senior position or rank without regard for any temporary reversion by the employee to the position or rank which they normally hold.
- (b) Where an employee acts in a position or rank senior to that which the employee normally holds, the Corporation shall by March 1<sup>st</sup> of the following year, calculate the percentage of time spent by the employee during the preceding year in the senior position or rank and shall compute and pay the employee an additional amount of salary, representing vacation entitlement (annual vacation, long service leave, and statutory holiday pay) based on the percentage difference between the vacation entitlement at the confirmed position or rank and vacation pay for the

acting position or rank. (In the event that an employee is promoted midway through the calendar year, and at the time of promotion has already used their vacation entitlement, the following formula shall be applied as if they had not been promoted; in the event that such employee has at the time of promotion not yet utilized their vacation entitlement, and does not act in a higher capacity during the remainder of the calendar year, then this Article shall not apply).

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

$$\frac{\text{Vacation Entitlement}}{\text{Total Year's Shifts - Vacation Entitlement}} \times \left[ \begin{array}{l} \text{No. of Shifts Worked} \\ \text{in Higher Rank} \end{array} \right] \times \left[ \begin{array}{l} \text{Differential between} \\ \text{Confirmed and} \\ \text{Acting Rank} \end{array} \right]$$

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

### 6.3 Statutory Holidays

- (a) All Group 1 employees who have completed twelve (12) months' continuous service by 31 December shall receive in each calendar year in lieu of the thirteen (13) statutory holidays set forth in Article 6.3(b) time equivalent to thirteen (13) duty shifts and in addition thereto shall receive time equivalent to one (1) duty shift in lieu of any other statutory holiday declared by the Corporation, the Government of the Province of British Columbia or the Government of Canada to which employees covered by this collective agreement are entitled, all of which shall be taken immediately after [and without any time intervening] the annual vacations referred to in Article 6.1.

#### EXCEPT THAT:

- (1) any Group 1 employees who are hired after 1 January in any calendar year shall receive time equivalent to one (1) duty shift in lieu of each of the thirteen (13) statutory holidays set forth in Article 6.3(b) which occur during their period of service in the calendar year in which they commence their employment and in addition thereto, such Group 1 employees shall receive time equivalent to one (1) duty shift in lieu of any other statutory holidays declared by the Corporation, the Government of the Province of British Columbia or the Government of Canada to which employees covered by this Collective Agreement are entitled and such holidays shall be taken immediately after [and without any time intervening] the annual vacations referred to in Article 6.1;
- (2) any Group 1 employees who leave the service on superannuation or upon reaching maximum retirement age shall receive time equivalent to one (1) duty shift in lieu of each of the thirteen (13) statutory holidays set forth in Article 6.3(b) which occur during their period of service in the calendar year in which they retire and in addition thereto, such Group 1 employees shall receive time equivalent to one (1) duty shift in lieu of any other statutory holiday declared by the Corporation, Government of the Province of British Columbia and the Government of Canada to which employees covered by

this Agreement are entitled and which occur during their period of service in the calendar year in which they retire.

- (b) Subject to Article 6.3(c), Group 2 employees shall be entitled to a holiday with pay on the following public 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, Boxing Day or any other day declared to be a statutory holiday by the Corporation, the Government of the Province of British Columbia or the Government of Canada.

\*If the Government of Canada and Government of the Province of British Columbia commemorate the National Day for Truth and Reconciliation on different days, the Corporation will recognize the Government of the Province of British Columbia statutory holiday only.

PROVIDED THAT:

- (1) whenever one of the aforementioned 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 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; but if there is no such proclamation by either of such governments or the proclamation of such government does not proclaim the same day for the observance of such public holiday, then the Corporation shall designate either the Friday immediately preceding such public holiday or the Monday immediately following the same as the day to observe such public holiday and the employees shall be entitled to a holiday with pay in lieu of such public holiday on the day so designated or pay the employees in lieu of such public holiday at their respective regular rates of pay;

EXCEPT THAT:

whenever Christmas Day and Boxing Day fall on Saturday and Sunday respectively and the Government of Canada and the Government of the Province of British Columbia, or either of them, proclaim that such public holidays be observed on two (2) days other than Saturday and Sunday, then the days so proclaimed shall be read in substitution for such public holidays; but

if there is no such proclamation by either of such governments in respect of one of such public holidays, then the Corporation shall designate either the Friday immediately preceding such public holiday or the Monday immediately following the same as the day to observe such public holiday and the employees shall be entitled to a holiday with pay in lieu of such public holiday on the day so designated, or pay the employees in lieu of such public holiday at their respective regular rates of pay;

if there is no such proclamation by either of such governments in respect of both of such public holidays, then the employees shall be entitled either to a holiday with pay in lieu of Christmas Day on the Friday immediately

preceding Christmas Day and a holiday with pay in lieu of Boxing Day on the Monday immediately following Boxing Day, or pay in lieu of such public holidays, or either of them, at their respective regular rates of pay at the option of the Corporation.

- (2) Notwithstanding anything contained in this Article 6.3(b) whenever one of the aforementioned public holidays, other than Christmas Day and Boxing Day, falls on a Saturday or Sunday, instead of having all the employees observe the public holiday on the same day, the Corporation may declare both the Friday immediately preceding such public holiday and the Monday immediately following the same for the observance of such public holiday and such of the employees as shall be designated by the Corporation in such declaration shall be entitled to a holiday with pay in lieu of such public holiday on the Friday named by the Corporation and the remainder of the employees shall be entitled to a holiday with pay in lieu of such public holiday on the Monday named by the Corporation.
- (c) If a Group 2 employee, whose duties normally require them to work on public holidays, is required to work on any public holiday as provided for in Article 6.3(b) which falls on or is observed on any day from Monday to Friday inclusive, then they shall be paid their regular pay for the holiday and in addition thereto they shall be given compensating time off equivalent to one and one-half (1½) times the number of hours worked on that public holiday. If such employee is required to work on the day off given to them in lieu of a public holiday pursuant to the provisions of this Article 6.3(c), then in lieu of such holiday they shall be paid their regular pay for the holiday plus double (2x) the hourly rate of pay of the employee computed on the basis of their normal working hours for the hours worked on such day off. For the purposes of this Article 6.3(c), a public holiday does not include a holiday declared by the Corporation pursuant to Article 6.3(b)(2) unless the employee is entitled to that holiday with pay in lieu of a public holiday.
- (d) If a Group 1 employee whose duties normally require them to work on public holidays is required to work on any public holiday as provided for in Article 6.3(b), which falls on or is observed on any day from Monday to Friday inclusive, then in addition to the holiday to which the employee is entitled under Article 6.3(a), they shall be paid at the rate of fifty per centum (50%) of their regular rate of pay [calculated on an hourly basis] for each of the hours worked by them between the hours of 12:01 a.m. and 11:59 p.m. on such public holiday. For the purposes of this Article 6.3(d), a public holiday does not include a holiday declared by the Corporation pursuant to Article 6.3(b)(2) unless the employee is entitled to that holiday with pay in lieu of a public holiday.

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

Effective 2024 December 09:

Effective the first (1<sup>st</sup>) day of the month following six (6) months of service, all employees shall be entitled to be insured under the Medical Services Plan of B.C. and an Extended Health Care Plan which shall include, among other benefits, coverage for the following items:

- (a) vision care: up to a maximum of four hundred dollars (\$400.00) payable in any twenty-four (24) month period by each person covered;
- (b) eye exams: one hundred and twenty-five dollars (\$125.00) every twenty-four (24) months;
- (c) acupuncturist, chiropractor, massage practitioner, naturopath, physiotherapist, podiatrist, and speech language pathologist to a combined annual maximum of four thousand dollars (\$4,000.00);
- (d) psychologist, registered clinical counsellor, or other mental health services to a combined annual maximum of four thousand dollars (\$4,000.00).

#### 6.5 Dental Care Plan

Effective 2024 December 09:

Effective the first (1<sup>st</sup>) day of the month following six (6) months of service, the Dental Care Plan will be made available to all employees. The Dental Care Plan shall provide the following coverage:

- (a) Plan A: One hundred percent (100%) of Basic Preventative and Restorative Services
- (b) Plan B: Seventy percent (70%) of Major Restorative Services
- (c) Plan C: Sixty percent (60%) of Orthodontics. The lifetime maximum pursuant to the provisions of Plan C available to employees and their dependents, shall be six thousand dollars (\$6,000.00).

#### 6.6 Group Life Insurance

Effective the first (1<sup>st</sup>) day of the month following six (6) months of service, the Group Life Insurance coverage for permanent employees and those temporary employees having six (6) months' service shall be calculated on the basis of two thousand dollars (\$2,000.00) of insurance for each one thousand dollars (\$1,000.00) of gross basic annual salary including service pay, which salary shall be computed to the next highest one thousand dollars (\$1,000.00).

#### 6.7 Municipal Pension Plan

- (a) All existing eligible employees and all future eligible employees will be covered by and be subject to the current and any future rules established by the Municipal Pension Board and the Pension Corporation governing Group 5 participation.
- (b) In conjunction with the establishment of Group 5, all contributions by both the Corporation and the employees to the Special Agreement (SA) ceased for eligible employees. Employee balances in the SA shall be handled in accordance with the rules established by the Municipal Pension Plan.

- (c) All employees eligible for enrolment in Group 5 shall receive a Supplemental Pension Allowance (SPPA) of zero point two eight percent (0.28%) of pensionable earnings to be directed to a group tax free savings plan (Group TFSA). This payment shall be recorded on the employee's biweekly paycheque in lieu of participation in the Special Agreement (SA).
- (d) New hires 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.

## 6.8 Sick Leave Plan

- (1) A Sick Pay Plan based on the following shall apply to all employees covered by this Agreement.
  - (a) No sick leave with pay shall be granted except after six (6) months' continuous service in the employ of the Corporation.
  - (b) Sick leave of the number of hours equivalent to ten (10) working days shall be credited semi-annually on 30 June and 31 December commencing with the completion of the first (1<sup>st</sup>) six (6) months of service at which date the number of hours equivalent to ten (10) working days credit shall be given.
  - (c) Sick Leave entitlement at a given date shall be the accumulated credit at the last semi-annual date less any sick leave with pay taken subsequent to that date. Note: When sick credits are exhausted, no further credits are posted to an employee's record unless they return to duty for at least the number of hours equivalent to four (4) duty shifts for Group 1 employees and for the number of hours equivalent to one (1) work week for Group 2 employees.
  - (d) When Sick Leave is earned for a period of less than six (6) months, a month shall be equivalent to the number of hours equivalent to one and one-half (1½) days and no credit shall be given for a part of a month.
  - (e) Sick Leave may be accumulated to a maximum number of hours equivalent to two hundred sixty-one (261) working days.
  - (f) A deduction shall be made from accumulated sick leave credit of all hours absent with pay due to illness except those resulting from an accident on the job for which the employee is covered by Workers' Compensation payments.
 

However, deductions shall be made if the injury is not covered by WorkSafeBC solely because time absent is less than the qualifying period.  
Note: See Article 6.9(2) for non-effect on gratuity benefits.

Employees who are compelled to report off duty during their work day due to illness, will be deducted sick leave to the nearest hour.
  - (g) The initial accumulative net credits at the time of installation of the Plan shall be the accumulated credits in effect immediately prior to the said date

of installation, i.e. the number of hours equivalent to those working days accumulated by each employee under the Corporation's 1974 Sick Leave Plan.

- (h) Any person requesting sick leave with pay may be required to produce a certificate from a duly qualified medical practitioner licensed to practice in the Province of British Columbia certifying that such person is unable to carry out their duties due to illness.
- (i) Full sick leave credits will be given for absence in the following circumstances:
  - (.01) Accident on job [WorkSafeBC case].
  - (.02) Leave due to illness, either with or without pay.
  - (.03) Leave for active service in Armed Forces.
- (j) No credit will be given in the following circumstances:
  - (.01) Leave with or without pay for reason other than illness.
  - (.02) Suspension without pay.

Note: Normal sick leave credits will be reduced for absences in excess of one (1) month, and such reduction shall be one-twelfth ( $1/12$ ) of annual credits for each excess month or portion of a month greater than one-half.

- (2) (a) The Union will undertake responsibility for the hours equivalent to the first (1<sup>st</sup>) six (6) shifts of any non-occupational illness or injury. The Union's members will contribute a percentage of their base salary each month to a fund from which will be paid benefits for authorized sick leave absences equal to their regular base salary net of income tax deductions and superannuation [including supplementary superannuation] contributions. The amount of such contributions shall be determined by the Union. In any case where an employee returns to duty following a period of such illness or injury and subsequently is absent for a reason deemed by a physician to be chosen by the Corporation to be an extension of the earlier illness or injury, the subsequent period or periods of absence shall not be charged against the Union Sick Leave Fund.
- (b) Sick leave payments for any non-occupational illness or injury referred to in Article 6.8(2)(a) will be by separate cheques drawn upon the Union Sick Leave Fund, unless the Corporation determines that there is a more convenient way of making payments. In any event, the Corporation will undertake responsibility for providing the data required for calculating such sick leave payments.
- (c) The Corporation shall make normal employer contributions to the Municipal Pension Plan on behalf of employees who are on sick leave benefits covered by the Union's Sick Leave Plan, that is, those employees who receive payment from the Union for the number of hours represented by their first (1<sup>st</sup>) six (6) duty shifts of sick leave.

## 6.9 Gratuity Plan

### (1) How Accumulated

- (a) A credit of the number of hours equivalent to three (3) duty shifts per annum shall be given for each year of service or for part of a year a credit of hours equivalent to one (1) day for each four (4) months of service, which may be accumulated to a maximum number of hours equivalent to one hundred twenty (120) duty shifts.
- (b) For the period from 1995 January 01 to and including 1995 December 31, instead of being entitled to the benefits and subject to the conditions contained in Subsection (1)(a) of Article 6.9, each employee shall be credited with the number of hours equivalent to one (1) working day for each four (4) months. In addition, any employee who is not absent on sick leave at all during 1995, shall be entitled to the number of hours equivalent to one (1) additional day's credit, thereby making a total of the number of hours equivalent to four (4) working days' credit for each year in the event an employee is not absent on sick leave during the year.

Commencing at 11:59 p.m. on 1995 December 31 the employees shall again be bound by the provisions of Subsection (1)(a) of Article 6.9 unless on or before 1996 March 31 the Corporation and the Union agree in writing to reinstitute the provisions of Article 6.9(1)(b) herein for a further period.

### (2) Deduction

- (a) A deduction is made from the current year's gratuity credits for all hours absent on sick leave with pay, except that such deduction shall not exceed the number of hours equivalent to three (3) working days in any one (1) calendar year, or for any one (1) illness. The total gratuity credited to each employee at 31 December of each calendar year will remain to such employee's credit regardless of time lost in any subsequent year through illness or any other reason.

In circumstances where an injury is not covered by WorkSafeBC solely because the employee is off work for less than the qualifying period, time off shall be considered as sick leave. For the purpose of this clause a deduction shall be made from the employee's accumulated sick leave credits but this deduction shall not affect their gratuity benefits.

- (b) From 1995 January 01 to and including 1995 December 31, instead of being entitled to the benefits and subject to the conditions contained in Subsection (2)(a) of Article 6.9, deductions shall not exceed the number of hours equivalent to one (1) working day in any one (1) four-month period or for any one (1) illness.

Further, it is understood and agreed between the parties that for the term of this Collective Agreement, any absence(s) which cumulatively throughout the calendar year do not exceed the equivalent of one-half ( $\frac{1}{2}$ ) of a duty shift (calculated for purposes of this Article 6.9(2)(b) as being six (6) hours in the instance of Group 1 employees and three and one-half ( $3\frac{1}{2}$ ))

or four (4) hours as the case may be in the instance of Group 2 employees) shall not result in the loss of the fourth (4th) gratuity day provided pursuant to Article 6.9(1)(b) above.

Commencing at 11:59 p.m. on 1995 December 31, the employees shall again be bound by the provisions of Subsection (2)(a) of Article 6.9, unless on or before 1996 March 31 the Corporation and the Union agree in writing to reinstitute the provisions of Article 6.9(2)(b) herein for a further period.

(3) Establishment

New employees commence accumulating from their effective date of employment, but receive no credits until the completion of six (6) months' service.

(4) Gratuity Leave

An employee who has completed not less than three (3) years of continuous service and is eligible for gratuity leave may be granted leave up to the number of gratuity hours that they have accumulated, PROVIDED HOWEVER THAT:

- (a) The minimum gratuity leave which shall be taken shall be the number of hours equivalent to four (4) days and the maximum leave shall be the number of hours equivalent to twenty (20) days. Only one (1) period of gratuity leave may be taken in a calendar year.
- (b) Not more than one (1) employee may be absent on gratuity leave at any one (1) time.
- (c) An employee's right to gratuity leave shall be subject at all times to the exigencies of the Department and to the discretion of the Fire Chief.
- (d) An employee who takes leave under this Article 6.9(4) and who terminates their employment for any reason prior to the completion of ten (10) years' continuous service shall repay the Corporation the number of hours' gratuity leave so taken.

(5) Payment in Cash

- (a) Subject to the provisions of paragraph (f) of this Article 6.9(5) an employee or their estate [as the case may be] shall be entitled to payment in cash for gratuity hours accumulated in the event of normal retirement at minimum to maximum age, death in the service, permanent disability or leaving the service after completion of ten (10) years' service.
- (b) An employee who has completed three (3) years' continuous service with the Corporation may elect, prior to the end of any calendar year but subsequent to the completion of such service, to be paid in cash for the gratuity hours that they have accumulated up to and including the year in which such election is made, and the employee shall be paid therefore on a regular pay day following January 15 in the next following calendar year, such pay day to be chosen by the employee, which payment shall be computed on the basis of their regular rate of pay in effect in that year; PROVIDED HOWEVER that if any such employee who receives any

payment from the Corporation pursuant to this Article 6.9(5)(b) leaves the service of the Corporation prior to the completion of ten (10) years' continuous service with the Corporation, such employee shall reimburse the Corporation for all payments so made by the Corporation computed on the basis of the employee's regular rate of pay in effect at the date of the termination of their employment.

- (c) An employee who terminates their employment for any reason after completing not less than ten (10) years of continuous service, shall be entitled to be paid in cash for all gratuity credits accumulated up to the date of their termination of employment.
- (d) Payment of the amount of gratuity, or any part thereof calculated as of the termination date of service with the Corporation may, with an employee's consent, be delayed for a period not exceeding twelve (12) months. If an employee desires to delay the payment of any of their gratuity they shall notify the Manager, Human Resources to that effect prior to the last day that they actually work for the Corporation. The delayed amount shall be paid in a single sum, plus interest, for the period of the delay at a rate to be determined from time to time by the Chief Financial Officer.
- (e) An employee's rate of pay is arrived at in accordance with the following calculations:

Annual salary:	Twelve (12) times negotiated monthly salary.
Bi-weekly rate:	Divide annual salary by 26.089 pay periods.
Daily rate:	For purposes of this Article 6.9, the daily rate is arrived at by multiplying the employee's monthly salary by twelve to obtain the yearly rate and dividing by 182.625 for Group 1 employees and by 260.89 for Group 2 employees.
Hourly rate:	Divide bi-weekly rate by two (2) times weekly hours.

#### 6.10 Subrogation

The Corporation is subrogated to the rights of an employee who has received Sick Leave benefits, pursuant to Article 6.8 of this Collective Agreement, against any third (3<sup>rd</sup>) party liable to that employee for damages, and may bring an action against the third (3<sup>rd</sup>) party in the employee's name to recover the wages and/or benefits paid by the Corporation. Where a claim for damages is made to the courts, the employee or their representative shall request the presiding judge, or judge and jury, to specify the amount of any award plus interest which is attributable to recovery of wages and benefits paid while in receipt of Sick Leave benefits.

Upon reimbursement of the wages and/or benefits, the Corporation shall reimburse the Sick Leave Plan the amount of money paid out of the Plan in proportion to the total amount of money the employee reimburses the Corporation for wage loss and/or benefits, and in addition the number of days which the employee would have earned under the Gratuity Plan but for the disability giving rise to the claim. This provision includes actions or claims made to ICBC.

### 6.11 WorkSafeBC and Sick Leave Payments

- (a) Where an employee suffers from a disease or illness or incurs personal injury [which disease, illness or injury is hereinafter called "the disability"] and is entitled to compensation therefore under the Workers' Compensation Act, the employee shall not be entitled to use their sick leave credits for time lost by reason of any such disability.
- (b) All monies received by an employee by way of compensation for loss of wages under the said Act shall be paid to the Corporation in return for which the Corporation shall pay the employee the full amount of the wages to which they would have been otherwise entitled but for a disability suffered or incurred by the employee aforesaid.
- (c) Notwithstanding Subsection 6.11(b) above, all monies received by an employee by way of compensation for loss of wages under the said 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 5.3) 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. Similarly, in the event that an employee was scheduled to act in a higher capacity at any time during the period of the compensable absence, then for such period(s) that they were scheduled to so act, "normal net take-home pay" shall be retroactively calculated based upon the rate in effect for the higher capacity class or rank; additionally, in the event that an employee would normally have been scheduled to work on a Statutory Holiday occurring during the period of compensable absence, "normal net take-home pay" shall be retroactively calculated based upon the premium rate applicable pursuant to the provisions of Subsection (d) of Article 6.3.

- (d) Where an employee is paid their wages by the Corporation while absent from their employment by reason of any disability other than one for which the employee would be entitled to receive WorkSafeBC benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered to the Corporation. Upon the Corporation receiving such amount it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount so recovered and in addition thereto the number of days which the employee would have earned during the period of the disability but for such disability under the Gratuity Plan.

### 6.12 Clothing

- (a) For every employee covered by this agreement, the Corporation will on successful completion of probation, order a complete uniform and thereafter will make issue as follows:

1. Group 1

	Annually	Biennially	Quinquennially	Septennially	Decennially
Trousers	2 pair				
Tunic				1 only	
Work Jacket (note 2)		1 only			
Cold Weather Coat			1 only		
Uniform Raincoat					1 only
Cap		1 only			
Leather Boots	1 pair				
Work Shirt (long sleeve) (note 1)	2 only				
Work Shirt (short sleeve) (note 1)	2 only				
Dress shirt			1 only		
Tie	1 only				

Note 1: Work shirts shall be compliant with minimum WorkSafeBC requirements.

Note 2: Except when upon successful completion of probation at which time two (2) shall be issued.

2. Group 1 Fire Alarm Operators

	Annually	Biennially	Quinquennially
Trousers	2 pair		
Tunic		1 only	
Uniform Raincoat			1 only
Cap		1 only	
Leather Oxfords	1 pair		
Dress shirt	4 only		
Tie	1 only		

3. Group 2 Fire Prevention, Pre-Plan and Training Office Members

	Annually	Biennially	Quinquennially
Trousers	2 pair		
Tunic (note 3)	1 only		

Work Jacket (note 3)		
Uniform Raincoat		1 only
Cap	1 only	
Leather Oxfords	1 pair	
Dress shirt	4 only	
Tie	1 only	

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Note 3: Tunic issued in alternate years with work jacket, commencing in 1979. (e.g. 1979 - work jacket, 1980 - tunic, etc.)

4. All clothing referred to in Article 6.12(a) above shall remain the property of the Corporation and shall be returned to the Corporation by every employee leaving the service of the Corporation excepting only those employees retiring on superannuation.

(b) Effective 2024 December 09:

The Corporation shall provide every person covered by this Agreement with structural firefighting Personal Protective Equipment (PPE) that includes, boots, helmet, turnout coat, turnout pants, balaclava, SCBA, gloves, and such other equipment as may be recommended by the Fire Chief and approved by the Council. All such PPE shall be returned to the Corporation when the employee ceases to perform such duties as would necessitate the use of same.

When an employee has their PPE in their care and possession, either at their residence or while transporting in their personal vehicle, they shall ensure they take reasonable steps to safeguard the equipment from being lost, stolen or damaged.

(c) If the parties mutually agree during the term of this agreement to revise the items of clothing referred to in Article 6.12(a), then the same shall be amended accordingly.

(d) The parties mutually agree that any changes in the articles of clothing referred to in this Article 6.12 shall be finally and conclusively agreed upon and reported to the Corporation Purchasing Department by 1 October in each year. The Corporation agrees that the call for tenders in respect of such changes in articles of clothing shall be made in time to permit the necessary contract or contracts to be let by December in the same year such report is made. The Corporation will make every effort to ensure that employees receive their annual clothing issue not later than July 01 of the issue year.

### 6.13 Uniform Cleaning

(a) 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 trousers per two (2) working shifts; and
  - One (1) work jacket, tunic, cold weather coat or raincoat per working month.
- (b) The Corporation shall designate a cleaning establishment or outlet on the North Shore which will be authorized to perform cleaning for employees as set out under Section 6.12(a) above.
- (c) For purposes of Section 6.12(a) above, an extra shift for which the employee reports for duty shall qualify as a 'working shift'.

#### 6.14 Compassionate Leave

- (a) Compassionate leave applies to a family member whether or not they are related by blood, adoption, marriage or common-law partnership. Compassionate leave in the case of death of an employee's family member may be granted without loss of pay for a period not to exceed four (4) working days.
- (b) Any employee who qualifies for emergency leave without loss of pay as referred to herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia [defined as the area included within the Metro Vancouver Regional District, Fraser Valley Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District] may be granted additional leave without loss of pay for a further period of one (1) working day.
- (c) Requests for leave under this Article shall be submitted to the Fire Chief who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for emergency leave without loss of pay as referred to herein may be granted such leave when on annual vacation if approved by the Fire Chief. An employee who is absent on sick leave with or without pay or who is absent on WorkSafeBC, shall not be entitled to such emergency leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Fire Chief, an employee may be granted leave of up to one (1) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered herein.

#### 6.15 Maternity and Paternal Leave

##### (a) Length of Leave

##### Birth Mother

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 such leave shall be without pay, subject to any compensation entitlements

which shall be available to employees in accordance with Section (f) below. The parental leave must immediately follow the maternity leave.

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

#### Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to sixty-two (62) 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.

#### Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as 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' leave 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.

Provided however, that 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

- (1) 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.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (4) 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.
- (5) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date of birth.

#### (c) Return to Work

On resuming employment an employee shall be reinstated to their previous or a comparable position and for the purposes of pay increments and benefits,

referenced in (e) herein, and vacation entitlement (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 which is unpaid.

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to use sick leave during the period of leave.
- (2) Notwithstanding paragraph (d)(1), an employee on maternity leave or parental leave who has notified their Department Head of their intention to return to work pursuant to paragraph (b)(3) 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 (1<sup>st</sup>) day on which the employee would otherwise have returned to work.

(e) Benefits

- (1) 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.
- (2) Pension contributions will cease during the period of the leave. Any purchase of pension for the leave period must be done in accordance with the Rules of the Municipal Pension Plan.

(f) Maternity Leave Supplemental Employment Insurance Benefit Plan

Effective 2024 December 09:

The Corporation and the Union agree to implement a Supplemental Employment Insurance Benefit (SEIB) Plan as follows:

- (1) Birth mothers who are entitled to maternity leave as provided for in this Section of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) 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, or as provided for in paragraph (2) above.

- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and one hundred percent (100%) of their gross weekly earnings and is paid for the first (1<sup>st</sup>) seventeen (17) weeks of maternity leave, which includes the Employment Insurance waiting period.
- (5) The Plan meets the requirements of Section 38 of the EI Regulations, specifically that, when combined with an employee's weekly EI 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.
- (6) 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 Corporation does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Corporation, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.
- (7) The maternity and parental leave benefits are contingent upon an employee completing a signed acknowledgement that the benefit must be repaid if they do not return to work for a period equal to the time the Corporation provided top up.

(g) Protection of the Unborn Child

Upon the request of a pregnant employee, the Corporation shall endeavor to temporarily transfer the employee out of the Suppression Division for the duration of the pregnancy; in any event, the employee shall be relieved of Suppression duties. The employee shall not suffer any loss of pay or benefits during the time of temporary transfer or relief.

In the event a pregnant employee has not requested a temporary transfer as outlined in the paragraph above, and if in the opinion of the Fire Chief, is no longer able to effectively perform their duties as a direct result of the pregnancy, the Corporation reserves the right to temporarily transfer the pregnant employee until termination of the pregnancy. An employee shall suffer no loss of pay or benefits during the temporary transfer.

6.16 Domestic or Sexual Violence Leave

Effective 2024 December 09:

The Corporation 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.

#### 6.17 Absence from Duty of Union Officials

The Corporation agrees that where it is necessary for members of the Union's Executive to temporarily leave their employment for purposes of processing grievances pursuant to Subsections (a), (b) and (c) only of Article 7.1, the Corporation shall ensure that a maximum of two (2) such members shall suffer no loss of pay for the time so spent. (Compensation for all time spent by Union members processing grievances pursuant to Subsection (e) of Article 7.1 shall be the responsibility of the Union.) Permission for such absence is at the discretion of the Fire Chief.

#### 6.18 Health and Wellness Committee

Effective 2024 December 09:

The Corporation and the Union agree to constitute a joint Union-Employer Health and Wellness Committee (hereafter "the Committee") composed of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Union.

- (a) The purpose of the Committee shall be to engage in discussion related to the development of an employee wellness program.
- (b) The Committee shall meet at least twice (2x) per year. It is understood that the Committee provides recommendations to the Fire Chief regarding initiatives and activities considered.
- (c) The focus of the Committee will be mental health, cardiovascular screening, cancer screening, and the promotion of physical health.
- (d) The Committee's recommendations will include rationale and cost estimates and be reviewed by the Fire Chief for final approval at their discretion.

#### 6.19 Supplies

The general conditions covered by the 2 March, 1955 letter - subject "Supplies" - shall continue in full force and effect for the duration of this Agreement.

#### 6.20 Benefit Levels and Insurance Providers

Effective 2024 December 09:

If the Corporation intends to make changes to the insurance-based benefits provided to employees under the collective agreement or to the insurance providers of those benefits,

then the Corporation will advise the Union thirty (30) days prior to making those changes and will consider the Union's feedback.

## ARTICLE 7: GRIEVANCE AND ARBITRATION PROCEDURES

### 7.1 Grievance Procedures

Any difference concerning the dismissal, discipline, or suspension of an employee or the interpretation, application or operation of this agreement, or concerning any alleged violation thereof, including any question as to whether any matter is arbitrable, shall be finally and conclusively settled without stoppage of work, in the following manner:

- (a) The intent of the grievance procedure is to resolve issues as soon as practically possible at the appropriate level in the Department. This involves the issue being discussed with an exempt supervisor as soon as reasonably possible after an employee becomes aware of an incident giving rise to a complaint. If the issue cannot be resolved in the initial discussions, the matter may be forwarded to the formal grievance procedure as follows.
- (b) Any dispute arising out of matters covered by this Agreement, which is not resolved through the informal process above, shall be taken up with the Fire Chief.
- (c) If the alleged grievance is not settled within fifteen (15) days of being referred to the Fire Chief, the matter shall be referred to the Chief Administrative Officer, who shall arrange for meetings with the Union within fifteen (15) days from receipt of such request.
- (d) 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 Union and the Corporation as represented by its Chief Administrative Officer.
- (e) If no settlement is reached with the Chief Administrative Officer within fifteen (15) calendar days of the meeting with the union, then the grievance may, within a further sixty (60) calendar days, be referred to be finally and conclusively settled without stoppage of work by submission to a Board of Arbitration.

### 7.2 Arbitration Procedures

- (a) When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party to the agreement its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both parties. Should either party not agree to submit the dispute to a single arbitrator, both parties shall then have seven (7) days to name their appointee pursuant to (b) of this Article.
- (b) A Board of Arbitration shall consist of three (3) persons, one (1) to be chosen by each party and the third (3<sup>rd</sup>), who shall be chair, to be selected by the two (2) so appointed. The representatives of the parties concerned must meet within seven (7) days of appointment and are allowed a further five (5) days to agree upon a chair. If they fail to agree upon a chair, either party may apply to the Minister of Labour to appoint a chair. The decision of the Board shall be final and binding on

both parties. Each party shall bear the expenses of the arbitrator appointed by such party and shall pay half the expenses of the chair.

## ARTICLE 8: GENERAL PROVISIONS

### 8.1 Changes Affecting the Agreement

The Corporation agrees that, wherever practicable, any reports or recommendations to be made to Council dealing with matters covered by this agreement will be communicated to the Union in sufficient time to afford the Union reasonable opportunity to consider them and, if necessary, to protest them when the matter is dealt with by Council.

### 8.2 General Conditions

It is agreed that any general conditions presently in force in the Corporation Fire Department but which are not specifically mentioned in the Agreement shall continue in full force and effect for the duration of this contract.

### 8.3 Safety Officers

A Safety Officer shall be appointed at any incident where two (2) or more apparatus are engaged on scene at a confirmed rescue, fire or motor vehicle accident and shall receive Lieutenants' rate of pay for all hours worked while designated as a Safety Officer.

### 8.4 Layoff and Recall

#### (a) Layoffs

In the event of a layoff, the Corporation shall designate the position(s) to be eliminated and the incumbent employee(s) shall be laid off unless the employee is qualified (has the skill, knowledge and ability) to perform the work of another position with a familiarization period not to exceed thirty (30) working days (the familiarization period will consist of on the job orientation and will not include training) and has greater seniority than the incumbent of such position as follows:

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

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

#### (b) Advance Notice of Layoff

Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Corporation, the Corporation shall notify employees, who have acquired seniority rights, and who are to be laid off, at least eight (8) duty

shifts prior to the effective date of layoff. If the employee has not had the opportunity to work during the eight (8) duty shifts referred to above, the employee shall be paid for those days for which work was not made available.

(c) Recall

Employees shall be recalled to positions for which they are qualified (as defined above), in the order of their seniority.

No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows:

The Corporation shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order providing they are qualified to perform the available work and providing they respond within the stipulated time limits. Each employee on layoff will be responsible for keeping the Corporation advised of a current address and telephone number where the employee can be contacted for Recall. If the Corporation is unable to contact the employee by telephone, notice of Recall shall be delivered by couriered letter to the employee's last address in which case the employee shall have seventy-two (72) hours from the time of delivery of the notice of Recall to respond. The seventy-two (72) hour time period shall not include time on weekends or Statutory Holidays. An employee shall report to work at the time specified by the Corporation except where the employee is unable to report to work due to circumstances beyond the employee's control.

An employee who fails to respond to a notice of Recall shall drop to the bottom of the Recall list.

An offer of employment to replace another employee who is absent shall not be considered a Recall and may be declined by a laid off employee without penalty.

(d) Seniority

Laid off employees shall maintain but not accumulate seniority and shall not be entitled to or earn benefits while on layoff. An employee recalled within twelve (12) months shall be credited with their previous service for determining seniority and length of service for perquisites. An employee shall lose seniority and right of recall if continuously laid off for a period of more than twelve (12) consecutive months.

## 8.5 Indemnification

Employees of the North Vancouver District Fire and Rescue Services are covered by the terms of Municipal Public Officer Indemnification Against Proceedings Bylaw No. 6475 as amended from time to time.



THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER

SCHEDULE "A" – PAY RATES (FIREFIGHTERS LOCAL 1183)

2023 January 01 – 2024 December 31

Key: A = 2023 January 01      B = 2024 January 01

<u>Classification</u>	<u>Established % Differential</u>		<u>Monthly Pay Rates</u>	
	<u>Firefighter</u>	<u>Officer</u>	<u>A</u>	<u>B</u>
<u>Group 1:</u>				
FIREFIGHTER				
1 <sup>st</sup> 6 months	70		6554	6849
2 <sup>nd</sup> 6 months	75		7022	7338
2 <sup>nd</sup> year	80		7490	7827
3 <sup>rd</sup> year	90		8427	8806
4 <sup>th</sup> year	100		9363	9784
*	103		9644	10078
**	106	100	9925	10371
***	109		10206	10665
LIEUTENANT		112	10801	11287
CAPTAIN		122	11766	12295

(\*On completion of the 10<sup>th</sup> calendar year of service)

(\*\* On completion of the 15<sup>th</sup> calendar year of service)

(\*\*\* Effective 2025 January 01, on completion of the 20<sup>th</sup> calendar year of service)

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\* Applicable to Firefighters and Fire Prevention Inspectors having experience as firefighters with the District of North Vancouver Fire Department after such employees have completed ten (10) calendar years of service in the Department; such rate shall be paid to them for as long as they continue to hold these respective ranks. Where such employees act in the rank of Lieutenant, Captain or Fire Prevention Lieutenant they shall be paid at the appropriate rate for the higher rank.

\*\* 15<sup>th</sup> Year Rate – the rate of 106% of the Fourth (4<sup>th</sup>) Year Firefighter rate will be paid to those Suppression Firefighters who have completed fifteen (15) calendar years of service and who have successfully completed and maintained the Fire Service Instructor 1 course, or equivalent as determined by the Fire Chief.

\*\*\* 20<sup>th</sup> Year Rate – the rate of 109% of the Fourth (4<sup>th</sup>) Year Firefighter rate will be paid to those Suppression Firefighters who have completed twenty (20) calendar years of service and who have successfully met the conditions outlined for the 15<sup>th</sup> Year Rate.

SCHEDULE "A" (cont'd)

Page 2

Key: A = 2023 January 01

B = 2024 January 01

<u>Classification</u>	<u>Established % Differential</u>		<u>Monthly Pay Rates</u>	
	<u>Firefighter</u>	<u>Officer</u>	<u>A</u>	<u>B</u>
<u>Group 2:</u>				
CAPTAIN – ASSISTANT TRAINING OFFICER (effective 2025 January 01)		125	12055	12598

NOTE: Fire Prevention Inspector – same grades as Firefighter.  
Fire Prevention Officer – same as equal rank Firefighter Officer.  
Fire Pre-Plan Officer – same as equal rank Firefighter Officer

Notes:

- Experience of Firefighters and Fire Prevention Inspectors shall be credited in respect of all experience gained in any such capacities with the Corporation Fire Department; e.g., a Fire Prevention Inspector who has two years' experience as a Firefighter shall be paid at the rate provided as 'Fire Prevention Inspector' third year.
- The monthly salaries for Firefighters in the following ranks namely, 3<sup>rd</sup>, 2<sup>nd</sup> years and 1<sup>st</sup> and 2<sup>nd</sup> – 6 months, have been adjusted to maintain their established percentage differentials based on the monthly salaries for the 4<sup>th</sup> year Firefighter.
- The monthly salaries and salary scales for all employees in Group 1 and Group 2 of this schedule other than Firefighters, Fire Prevention Inspectors and Fire Alarm Operators have been adjusted to maintain their established percentage differentials based on the rate for a Firefighter having completed ten (10) calendar years of service.
- For the purpose of this Schedule "established percentage differential" means the percentage differentials as shown in Schedule "A".

5. A Fire Prevention Inspector who has worked in the Fire Prevention Division for a minimum of one (1) year and who has successfully completed the required courses, will be paid at the rate of a Fire Prevention Lieutenant. Current course requirements are:

- Local Assistant to Fire Commissioner – Office of the Fire Commissioner;
- Fire Investigation Level I and II – JIBC or Pro-Board;
- BC Fire Code Part 1 – JIBC or BCIT
- BC Fire Code Part 2 – BCIT; and
- BC Building Code Part 3 – BCIT

The Fire Chief may establish a course equivalency for any of the courses listed above.

Group 1 employees who receive approval to enroll in any of the courses listed above will be reimbursed for one hundred percent (100%) of the cost of tuition and books for the course upon successful completion of the course.

6. The suppression Captain assigned to #1 Fire Station will no longer be required to do any additional staffing duties that are not otherwise normal and regular duties assigned to suppression Captains.

## SCHEDULE "B"

### LETTER OF UNDERSTANDING

It is agreed between the Corporation of the District of North Vancouver and I.A.F.F. Local 1183 that with respect to the treatment of Temporary Employees in the Fire Department the following terms and conditions shall apply:

#### Article 3 – Union Security

All Temporary Employees shall be covered by the Union's Certificate of Bargaining Authority from the date of commencement of employment and shall commence payment of dues by payroll deduction effective on the first (1<sup>st</sup>) day of the month coincident with, or next following, the date of appointment. Deductions shall continue to be made in all subsequent bi-weekly pay periods in which the Temporary Employees have actually worked.

#### Article 4 – Working Conditions

##### 4.1 Hours of Work

##### Group 1 – Firefighters

Effective 2016 March 18, during the initial training period or any subsequent training/certification period the hours of work for temporary Firefighters for periods of work assigned shall be forty (40) hours per week. Following the initial training period, the hours of work for temporary Firefighters shall be a ten (10) hour day shift and/or a fourteen (14) hour night shift for a minimum of four (4) shifts. Temporary Employees will be given a minimum of twenty-four (24) hours' notice whenever possible. Less than twenty-four (24) hours' notice shall not be the norm but the extreme exception.

#### Article 4.3 – Probationary Period

##### Probationary Period

Effective 2016 April 04, Temporary Firefighters will be subject to a probationary period of no longer than fourteen (14) calendar months following the commencement of the initial training period. The criteria for evaluation to be used and the exam process is the same as for regular full-time Firefighters. Upon hiring, the Corporation will confirm in writing to the Temporary Employee a commitment to employ them on a regular full-time basis subject to successful completion of the probationary period and a position becoming available. The Corporation may conclude the performance evaluation period earlier than the fourteen (14) months identified above (i.e. after only twelve (12) accumulative months of service). Consistent with the Collective Agreement, the Temporary Employee's employment may be terminated at any time if the employee proves to be unsuitable for employment.

##### Seniority

Seniority, holiday benefits and other perquisites referable to length of service shall be retroactive to the appointment date following twelve (12) accumulative months of service. The original appointment date will be revised once the employee is appointed regular full-time to reflect actual accumulative service. Where more than one (1) temporary Firefighter

## SCHEDULE "B" (cont'd)

commences employment on the same day, the order of seniority of such employees shall be determined by age. That is, the older employee will be placed on the seniority list before the younger employee.

### Article 4.6 – Residence Regulations

Temporary Employees must meet the residency requirement prior to the completion of the probationary period.

### Article 4.7 – Telephone

Temporary Employees must meet the residential telephone requirements at the time of their initial appointment.

### Article 5.1 – Remuneration

Progression in the remuneration scale contained in Schedule "A" shall be based on the accumulation of the equivalent number of shifts worked (i.e. movement from first (1<sup>st</sup>) six (6) months to second (2<sup>nd</sup>) six (6) months occurs after completion of 92 shifts worked). Once the Temporary Employee is appointed to a regular full-time position progression in the scale will thereafter be consistent with the revised appointment date.

### Articles 5.6 – Extra Shifts, 5.7 – Callout, and 5.9 – Extra Shifts – Training

Articles 5.6, 5.7 and 5.9 of the Collective Agreement do not apply to Temporary Employees.

### Article 6.1 – Annual Vacation

Temporary Employees shall receive 4% annual vacation pay upon layoff or at the end of a calendar year during their first (1<sup>st</sup>) two (2) calendar years of employment. Should temporary service be continuous immediately prior to the employee being appointed to a regular full-time position, entitlement will be based on the revised appointment date and the calendar year in which the revised date occurs. All subsequent annual vacation entitlements will be based on the revised appointment date.

### Article 6.3 – Statutory Holidays

During the first (1<sup>st</sup>) two (2) calendar years of employment Temporary Employees will be entitled to statutory holiday pay for those statutory holidays set out in the Collective Agreement providing they have worked the sets of shifts during or immediately preceding and following the statutory holiday. Temporary Firefighters working on a statutory holiday will be entitled to a 50% premium for actual hours worked on the statutory holiday.

### Article 6.4 – Medical Services Plan and Extended Health Benefit

Temporary Employees may enroll in the Medical Services Plan and the Extended Health Benefits Plan at 100% employee cost on the first (1<sup>st</sup>) day of the month following their initial appointment. Following six (6) accumulative months of service the Corporation will pay 100% of the health plan premiums providing the employee works a minimum of eight (8) shifts (ten (10) days) during the calendar month. Temporary Employees working less than eight (8) shifts (ten (10) days) during

## SCHEDULE "B" (cont'd)

a calendar month may prepay 100% of the premium cost to ensure that they remain covered during the temporary period of layoff. In instances where the Corporation has paid premiums in anticipation of continued employment which does not materialize the Temporary Employee will subsequently reimburse the Corporation.

### Article 6.5 – Dental Care and Article 6.6 – Group Life Insurance

Temporary Employees may enroll in the Dental or the Group Life Insurance Plans at 100% Corporation expense following six (6) accumulative months of service. Dental and Life Insurance premiums will be paid 100% by the Corporation in subsequent months providing the employee works a minimum of eight (8) shifts (ten (10) days) during each calendar month. Temporary Employees working less than eight (8) shifts (ten (10) days) during a calendar month may prepay 100% of the premium cost to ensure that they remain covered during their temporary period of layoff. In instances where the Corporation has paid premiums in anticipation of continued employment which does not materialize the Temporary Employee will subsequently reimburse the Corporation.

### Article 6.7 – Municipal Pension Plan

Temporary Employees shall be enrolled in the Municipal Pension Plan following six (6) months of accumulative service.

### Article 6.8 – Sick Leave Plan

Temporary Employees accumulate sick leave credits on a prorata basis providing they have worked at least eight (8) shifts (ten (10) days) per calendar month but are not entitled to use sick leave until they have accumulated six (6) months of service. During extended temporary periods of layoff Temporary Employees do not accumulate sick leave credits but retain those they have already earned for subsequent use. Sick leave credits may be used by Temporary Employees only for those shifts scheduled by the Employer for the Temporary Employee to work.

### Article 6.9 – Gratuity Plan

Temporary Employees may accumulate gratuity credits only if they work continuously during the entitlement period used (i.e. the entire year or an entire four (4) month entitlement period such as January – April). Temporary Employees shall receive no gratuity credits until they have completed the equivalent of six (6) months' service. For the purposes of Articles 6.9(4)(d) and 6.9(5)(a), (b) and (c) the revised appointment date shall be used to determine the years of continuous service.

### Article 6.11 – Workers' Compensation Benefits

Temporary Employees suffering injuries on the job which are covered by the Workers' Compensation Act will receive full salary from the Corporation for scheduled shifts on which the employee cannot work as a result of the injury or disability on the understanding that the employee will pay to the Corporation any monies received from WorkSafeBC for the missed shifts. If the disability extends into a layoff period the Temporary Employee will receive wages directly from WorkSafeBC.

SCHEDULE "B" (cont'd)

Article 6.12 – Clothing

Temporary Employees will be issued all necessary turnout protective clothing at the time of initial appointment. Certain uniform issue (i.e. one (1) pair of pants, two (2) shirts and one (1) pair of boots) as agreed between the parties will be issued at the time of initial appointment and will form part of the annual uniform issue which the employee is entitled to after six (6) accumulated months of service. For the purposes of subsequent entitlements uniform clothing will be issued in accordance with the Collective Agreement and based on the revised appointment date determined at the time of appointment to a regular full-time position

Article 6.14 – Compassionate Leave

Temporary Employees may be granted compassionate leave for scheduled shifts following the accumulation of six (6) months' service.

Article numbers cited above refer to the relevant Article found in the Collective Agreement. Temporary Employees are not entitled to either lesser or greater recognition for actual service than that received by regular full-time Fire Department employees represented by I.A.F.F. Local 1183, except as specifically agreed to by the parties in this Letter. When the treatment of Temporary Employees is the same as for Regular Full-Time Employees (i.e. access to grievance procedure) reference to Collective Agreement provisions have not been included in this Letter.

ON BEHALF OF THE CORPORATION OF  
THE DISTRICT OF NORTH VANCOUVER:

ON BEHALF OF I.A.F.F. LOCAL 1183:

\_\_\_\_\_  
"Wayne Kennedy"

\_\_\_\_\_  
"Ryan Stewart"

\_\_\_\_\_  
"Saira Walker"

\_\_\_\_\_  
"Trevor Edmonds"

\_\_\_\_\_  
"Brent Steacy"

\_\_\_\_\_  
"Mark Dear"

\_\_\_\_\_  
"Steve Dapavo"

\_\_\_\_\_  
November 22, 2017

\_\_\_\_\_  
November 8, 2017

Date

Date

LETTER OF UNDERSTANDING

between the

DISTRICT OF NORTH VANCOUVER

(hereinafter called "the Corporation")

and the

DISTRICT OF NORTH VANCOUVER FIREFIGHTERS' UNION. LOCAL 1183 INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS

(hereinafter called the "Union")

**RE: TRAINING AND EDUCATIONAL OPPORTUNITIES OUTSIDE THE LOWER MAINLAND.**

WHEREAS the collective agreement covering the term from 2020 January 01 to 2022 December 31 (the "Collective Agreement") currently remains in full force and effect between the Corporation and the Union;

**AND WHEREAS** "Lower Mainland" is defined as the areas specified in Article 4.6(a) and 4.6(b) of the general residence requirements and the extended boundaries of the collective agreement.

**AND WHEREAS** the Corporation and Union wish to enumerate the conditions and parameters for temporary training and educational opportunities outside the Lower Mainland.

**AND WHEREAS** this Letter of Understanding specifically addresses five issues: seniority, nature of training and educational opportunities, rescheduling of vacation, overtime pay and travel time as they apply to Training and Educational Opportunities Outside the Municipal Boundary of the District of North Vancouver and the Lower Mainland.

**AND WHEREAS** the Corporation and Union do not intend this Letter of Understanding to form part of the Collective Agreement or to alter the Collective Agreement;

**THEREFORE**, the Corporation and Union agree to the following:

1. The term of this Letter of Understanding is effective from the date it is signed by both parties through to December 31, 2024. The Letter of Understanding will cease to be in force on December 31, 2024.
2. The parties may renew and/or amend this Letter of Understanding through mutual agreement at any time during the term of this Letter of Understanding.
3. Either party may cancel this Letter of Understanding with thirty (30) days' written notice to the other party.

4. In cases where the Corporation intends to send District of North Vancouver Fire & Rescue Services (DNVFRS) personnel to Training and Educational Opportunities outside the Lower Mainland, employees who volunteer for assignment will be chosen based on seniority and, where applicable, existing agreements, and/or qualifications/committee membership related to being part of an instructor and/or alternate applicable group. Where unionized supervisory personnel are deemed necessary by the employer, selection will occur from within the confirmed Captains and then the qualified Company Officers (Pool) if required. Training and Educational Opportunities will be aligned with regularly scheduled platoon cycles where possible.
5. Employees who accept a Training or Educational Opportunity outside the Lower Mainland are subject to the following terms and conditions of employment:

6.1 Vacation Scheduling

Rescheduling of regular vacation, statutory vacation and/or long service vacation ("Vacation") may occur if the scheduled Vacation falls during the Training or Educational Opportunity. Rescheduling of Vacation will be done at the discretion of the DNVFRS based on the operational needs of the DNVFRS and in collaboration with the employee. In the event the employee has already commenced scheduled Vacation, the employee may elect to accept the Training or Educational Opportunity for the remaining period of his/her prescheduled Vacation. The DNVFRS may pay out the earned/accrued Vacation to employees instead of rescheduling for the calendar year in which the time off would ordinarily have been scheduled.

6.2 Hours of Work and Overtime

- 6.2.1 If travel times make it possible for the employee to attend their regular shift, while meeting the expectations of the course start and end times, they will have the choice to be paid for the Training or Educational Opportunity based on Article 5.8 of the Collective Agreement or be shift adjusted by transferring them off-duty from a regular scheduled shift. Start and end times will be clearly communicated by the DNVFRS prior to acceptance of the Training or Educational Opportunity.
- 6.2.2 Employees will be paid at their regular rate of pay for the shifts that they work while on the Training or Educational Opportunity as per Article 5.8 "Extra Shifts Training."
- 6.2.3 Article 5.7 "Overtime" will apply to any training or educational opportunities that are in excess of ten (10) hour training days and occur on their normal days off. Overtime as per Article 5.7 will only be applied to hours in excess of the ten (10) hour base training day.
- 6.2.4 Personnel who are shift adjusted as per 6.2.1, "Overtime" will apply to any training or educational opportunities that are in excess of their regular scheduled ten (10) hour day shifts, or their fourteen (14) hour night shifts.
- 6.2.5 Travel time to attend Training or Educational Opportunities outside the Lower Mainland, to or from the municipal boundary of the District of North Vancouver, will be paid as per Article 5.5 of the Collective Agreement.



LETTER OF UNDERSTANDING

between the

DISTRICT OF NORTH VANCOUVER

(hereinafter called "the Corporation")

and the

DISTRICT OF NORTH VANCOUVER FIREFIGHTERS' UNION. LOCAL 1183 INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS

(hereinafter called the "Union")

**RE: Thirteenth (13<sup>th</sup>) Statutory Holiday**

**WHEREAS** the collective agreement covering the term from 2023 January 01 to 2024 December 31 (the "Collective Agreement") currently remains in full force and effect between the Corporation and the Union;

**AND WHEREAS** this Letter of Understanding specifically addresses the thirteenth (13<sup>th</sup>) Statutory Holiday.

**AND WHEREAS** the Corporation and Union do not intend this Letter of Understanding to form part of the Collective Agreement or to alter the Collective Agreement.

**THEREFORE**, the Corporation and Union agree to the following:

1. The term of this Letter of Understanding is effective from the date it is signed by both parties through to December 31, 2029.
2. The parties may renew and/or amend this Letter of Understanding through mutual agreement at any time during the term of this Letter of Understanding.
3. The parties agree to the following:
  1. All Group 1 employees who have completed twelve (12) months of continuous service by 31 December shall receive in each calendar year in lieu of the thirteen (13) statutory holidays set forth in Article 6.3(b) time equivalent to twelve (12) duty shifts and pay for one (1) duty shift.
  2. The remuneration of the thirteenth Statutory Holiday is recognized to be equivalent to twelve (12) hours of straight time pay.

Dated this 28<sup>th</sup> day of November 2024.

On Behalf of the Corporation:

*"Mike Danks"*

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*"Chris Byrom"*

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*"Gurinder Gill"*

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*"Tanya Prevost"*

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On Behalf of the Union:

*"Trevor Edmonds"*

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*"Brandon Moberg"*

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*"Jay Ellsworth"*

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*"Brent Steacy"*

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