

2022

MEMORANDUM OF AGREEMENT

between the

DISTRICT OF WEST VANCOUVER
("the Municipality") and the

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

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

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2022 JANUARY 01 AND EXPIRING 2024 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the Collective Agreement commencing 2020 January 01 and expiring 2021 December 31 (the 2020-2021 Collective Agreement) shall apply except as specifically varied below.

2. **Term of Agreement**

The term of the new Collective Agreement shall be effective for a three (3) year period from 2022 January 01 up to and including 2024 December 31, both dates inclusive. It is further agreed that Subsections 50 (2) and 50 (3) of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. **Section 4- Remuneration & Schedule "A"**

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

- a. Effective 2022 January 01, the monthly 4th Year Firefighter rate in effect on 2021 December 31 shall be increased by three and one-half percent (3.50%) and be rounded to the nearest whole dollar. All other existing rank indices shall be maintained.
- b. Effective 2023 January 01, the monthly 4th Year Firefighter rate in effect on 2022 December 31 shall be increased by four and one-half percent (4.50%) and be rounded to the nearest whole dollar. All other existing rank indices shall be maintained.
- c. Effective 2024 January 01, the monthly 4th Year Firefighter rate in effect on 2023 December 31 shall be increased by four and one-half percent (4.50%) and be rounded to the nearest whole dollar. All other existing rank indices shall be maintained.

4. **Section 4 - Remuneration**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 4 - Remuneration to read as follows:

- "(a) The rates for Firefighters above and below the 4th year rate shall have the following differentials based upon the 4th Year Firefighter rate:

Firefighter	- 1 st six months	70%
	- 2 nd six months	75%
	- 2 nd year	80%
	- 3 rd year	90%
	- after 10 th year	103%
	- after 15 th year	106%

- (b) "After 10th Year" means after the 10th calendar year".
"After 15th Year" means after the 15th calendar year".

"Calendar Year" shall mean January 01 to December 31. Employees shall be paid the 10th or 15th year rate from January 01 immediately preceding the 10th or 15th anniversary."

5. **Article 5 - Health and Welfare**

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

- (a) Amend section 5 (a) by increasing the lifetime maximum of \$1,000,000 to \$2,000,000.

- (b) Amend section 5(a) by increasing the annual maximum for the services of any one or any combination of the following practitioners: Chiropractor, Naturopath, Physiotherapist, Massage Therapist, Podiatrist, Acupuncturist, from one thousand eight hundred dollars (\$1,800) payable per person per calendar year, to two thousand five hundred dollars (\$2,500) payable per person per calendar year.
- (c) Amend section 5(a) by increasing the psychological services annual maximum of one thousand five hundred dollars (\$1,500) per calendar year, to two thousand five hundred dollars (\$2,500) payable per calendar year.
- (d) Amend section 5(a) by increasing the vision care from four hundred dollars (\$400) claimable per claimant to six hundred dollars (\$600) claimable per claimant per twenty-four (24) months and coverage for eye exams in the amount of one hundred dollars (\$100) claimable per adult claimant per twenty-four (24) months.

6. **Maternity and Parental Leave (NEW)**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new Article Maternity and Parental Leave to read as follows:

"(a) Length of Leave

(1) Birth Parent

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) consecutive weeks of parental leave. All such leaves 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 parent dies or is totally disabled, an employee who is the non-birth parent of the child shall be entitled to both maternity and parental leave without pay.

(2) Non-Birth Parent and Adoptive Parent

An employee who is the non-birth parent or the adoptive parent shall be entitled to up to sixty-one (61) 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.

(3) 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 medical practitioner 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) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the 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 statutory holidays or sick leave) maternity and parental leave shall be counted as service.

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick

leave during the period of leave.

- (2) Notwithstanding paragraph (d)(l), an employee on maternity leave or parental leave who has notified the Department of their intention to return to work pursuant to paragraph (b){S) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

- (1) Dental, EHB, LTD and Group Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave.
- (2) Pension contributions will cease during the period of the leave. If an employee is eligible to buy back this service, the buy back will occur in accordance with the Municipal Pension Plan Rules.

(f) Maternity Leave Supplemental Employment Insurance Benefit Plan

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

- (1) Birth parents 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, the non-birth parent who, due to the death or total disability of the birth parent, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (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 as follows:
 - (a) For the first six (6) weeks, which includes the one (1) week Employment Insurance waiting period; and

(b) Up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits.

(5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.

(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 Employer does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations."

7. **Article 11- Compassionate Leave**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to replace Article 11- Compassionate Leave with the following:

"An employee shall be granted up to a maximum of four (4) duty shifts or working days leave, without loss of salary or wages, in the case of the death of a parent, spouse, brother, sister, child, father-in-law, mother-in-law, grandparent, brother-in-law, sister-in-law, nephew, niece, or other relative if living in the same household.

The maximum four (4) duty shifts or working days leave shall be taken within 16 calendar days of the death; in extenuating circumstances, where the funeral service is delayed, up to one (1) shift or working day (of the four (4) shifts or working days) may be deferred for up to 30 calendar days.

The addition of "spouse" referred to above is based on agreement between the Municipality and the Union that the definition of a "spouse" is that currently upheld by the courts or Revenue Canada. The definition of "spouse" by the rules of the Municipal Pension Plan may also be acceptable to the Municipality and to the Union."

8. **Article 13 - Vacation**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 13 Vacation to read as follows:

All employees covered by this Agreement shall be entitled to a vacation or holiday with pay on the following basis:

(a) The annual vacation days granted to any employee covered by this Agreement, in any year, shall be those accumulated to December 31st of that year.

(b) Any employee who will have less than one (1) year's service by December 31st shall receive for each month greater than one-half (1/2) worked by December 31st:

Firefighters	One-twelfth (1/12) of nine (9) (effective 2014 January 1, eight (8)) duty shifts;
Other than Firefighters	One-twelfth (1/12) of eleven (11) (effective 2014 January 1, ten (10)) working days

(c) During the second (2nd) calendar year of service:

Firefighters	Nine (9) (effective 2014 January 1, eight (8)) duty shifts;
Other than Firefighters	Eleven (11) (effective 2014 January 1, ten (10)) working days

(d) During the third (3rd) up to and including the tenth (10th) calendar year of service:

Firefighters	Thirteen (13) (effective 2014 January 1, twelve (12)) duty shifts;
Other than Firefighters	Sixteen (16) (effective 2014 January 1, fifteen (15)) working days

(e) During the eleventh (11th) up to and including the twenty-second (22nd) calendar year of service:

Firefighters	seventeen (17) (effective 2014 January 1, sixteen (16)) duty shifts;
Other than Firefighters	Twenty-one (21) (effective 2014 January 1, twenty (20)) working days

(f) During the twenty-third (23rd) and all subsequent calendar years of service:

Firefighters	Twenty-one (21) (effective 2014 January 1, twenty (20)) duty shifts;
Other than Firefighters	Twenty-six (26) (effective 2014 January 1, twenty-five (25)) working days

- (g) After the completion of twenty (20) calendar years of service, twenty-eight (28) additional calendar days' vacation will be granted Firefighters and twenty (20) additional working days' vacation will be granted other than Firefighters, to be taken before the completion of twenty-five (25) years' service.

A similar vacation allowance will be made on the completion of twenty-five (25) years' service and each subsequent five year period.

- (h) Long Service Leave as detailed in (g) above may be taken in the calendar year in which the qualifying anniversary occurs, provided, however, that if the employee exercises this privilege and fails to remain in their employment with the Municipality for any reason, until the employee's anniversary date in that year, the employee must reimburse the Municipality for the cost of their Long Service Leave.
- (i) Employees who act or are promoted to a higher rank, or higher ranks, in a calendar year, shall have their pay while on vacation in that calendar year adjusted based on the percentage of the hours worked in that rank (or those ranks, if more than one rank) compared to 2184 hours.

For example: In one year, a member (with 336 hours vacation) worked 384 hours acting Lieutenant, 768 hours acting Captain; Vacation pay adjustments is based on 0.176 (384/2184) Lieutenant rate; 0.352 (768/2184) Captain rate. Vacation pay will be:

Lieutenant hours	$336 * 0.176 = 59$ hours
Captain hours	$336 * 0.352 = 118$ hours

- (j) A "Calendar Year" for the purposes of this Section 13 shall mean the twelve (12) month period from January 1st - December 31st, both dates inclusive.
- (k) Pay-out of Vacation entitlement shall be allowed as follows:
 - (i) New Recruits
At the Employer's option, new recruits (those with less than a full year of service) may have all or part of their first year's Vacation entitlement paid to them in cash.
 - (ii) Employees Returning from Lengthy Absences on Sick Leave or Workers' Compensation

Where absence has been for one calendar month or longer, the employee may request a pay-out of annual Vacation time which was scheduled to have occurred during the period of absence on Sick Leave or on WorkSafeBC Leave. The Fire Chief may approve such pay-out of annual Vacation after considering whether or not the time not taken can be re-scheduled.

Requests for pay-out of annual Vacation as detailed in this Sub-section 13(k)(ii) shall be in writing and shall be submitted to the Fire Chief for approval.

(I) Vacation Entitlement upon Retirement

Employees leaving the Municipality due to retirement on the Municipal Pension Plan shall be entitled to vacation entitlement as follows:

- (i) Leaving between January 01 and March 31, one-half½ of the full vacation entitlement
- (ii) Leaving between April 01 and December 31, full vacation entitlement.

9. **Indemnification (NEW)**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new Article - Indemnification to read as follows:

"All employees covered by this Agreement are covered by the terms of the Municipal Officials Indemnification Bylaw No. 4486, 2006 as may be amended from time to time."

10. **Article 33 - Establishment of the Lieutenant Rank on the Aerial Ladder/Rescue Truck**

Effective the date of this Memorandum of Agreement, the Employer and the Union agree to amend Article 33 Establishment of the Lieutenant Rank on the Aerial Ladder/Rescue Truck to read as follows:

"Article## - Establishment of the captain Rank on the Aerial Ladder/Rescue Truck

A single Captain position shall be established and be assigned to function on both the aerial ladder truck and the rescue truck."

11. **Line of Duty Death (NEW)**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to a new Article Line of Duty Death to read as follows:

"The Municipality will allocate funds for the funeral service of an active employee who is deemed to have died in the line-of duty (to be determined by the Fire Chief) in the amount of two months salary of a first class firefighter. In addition, Honour Guard members working on the day of the service shall be relieved on the day of the service, to attend the service."

12. **Attached Appendices and Letters of Understanding**

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

RENEWED Appendix 1	RE: PROMOTION PROCEDURE
RENEWED Letter of Understanding	RE: FIRE PREVENTION DIVISION
RENEWED Letter of Understanding	RE: SENIORITY LIST
RENEWED Letter of Understanding	RE: LIVING BOUNDARIES
REVISED Letter of Understanding	RE: FLEX-FIREFIGHTER POSITIONS and EARLY RETIREMENT INCENTIVE PROGRAM
REVISED Letter of Understanding SHIFT)	RE: COMPRESSED WORK SCHEDULE (24 HOUR

13. **Housekeeping**

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

- (a) Delete expired effective dates;
- (b) revise Section 9(c) by replacing "paycheque" with "pay" to make consistent with current practices;
- (c) correct Section 23 Legal Expense provision by replacing "an employee of the Union" with "an employee";
- (d) replace "Superannuation" with "Municipal Pension Plan" as needed throughout the new Collective Agreement;
- (e) review and amend the new Collective Agreement to improve consistency in the use of common terminology;
- (f) revise the new Collective Agreement to gender neutral language; and

- (g) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.
- (h) Renumber section numbers to allow for new sections.

14. **Drafting of New Collective Agreement**

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

15. **Ratification**

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

DATED this 10th day of April 2024 in the District of West Vancouver.

BARGAINING REPRESENTATIVE FOR THE
EMPLOYER:

"Eva Glickman"

"Melanie Redlich"

"Gord Howard"

BARGAINING REPRESENTATIVE FOR THE
ASSOCIATION:

"Geoff Small"

"Ian Young"

"Tyler Burton"

"Jesse Ryan"
