

2000-2002

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER

and

THE WEST VANCOUVER PROFESSIONAL FIREFIGHTERS' UNION
LOCAL 1525, I.A.F.F.

2000-2002
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and the
WEST VANCOUVER PROFESSIONAL FIREFIGHTERS' UNION, LOCAL 1525

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THIS AGREEMENT made the 1st day of January, Two Thousand (2000).

BETWEEN THE:

CORPORATION OF THE DISTRICT OF WEST VANCOUVER

(hereinafter called the "Municipality")

AND THE:

WEST VANCOUVER PROFESSIONAL FIREFIGHTERS' UNION,

LOCAL 1525

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 3
THE VANCOUVER TRADES AND LABOUR COUNCIL

(hereinafter called the "Union")

WHEREAS the Municipality is an employer within the meaning of the Labour Relations Code of British Columbia;

AND WHEREAS the Union is a Labour Organization within the meaning of the said Code and has been certified as the bargaining agent for all employees of the Municipality employed in the Municipal Fire Department at West Vancouver, British Columbia, except only those occupying positions of Fire Chief, Deputy Fire Chief, Assistant Fire Chief, and District Fire Chief and employees employed as office staff.

NOW THIS AGREEMENT WITNESSETH that the parties hereto agree each with the other as follows:

1. **TERM OF THE AGREEMENT**

- (a) That this Agreement shall be for a term of three (3) years with effect from 2000 January 01 and shall remain in full force and effect from year to year thereafter unless either party, at least two (2) months prior to the expiry date of 2002 December 31, gives to the other party written notice of desire to change or amend such Agreement.
- (b) The parties agree that Sub-sections 50(2) and 50(3) of the Labour Relations Code of British Columbia shall be excluded from and shall not be applicable to this Collective Agreement.
- (c) Effective 2000 January 01, the 4th Year Firefighter rate in effect on 1999 December 31 (that is, \$4,481.00) shall be increased by two point nine five percent (2.95%) and be rounded to the nearest whole dollar (that is, to \$4,613.00). All other monthly rates shall be increased by application of the existing rank index

structure and be rounded to the nearest whole dollar. The resulting monthly rates are set out in Schedule "A" which is attached to and forms a part of this Collective Agreement.

- (d) Effective 2001 January 01, the 4th Year Firefighter rate in effect on 2000 December 31 (that is, \$4,613.00) shall be increased by two point nine five percent (2.95%) and be rounded to the nearest whole dollar (that is, to \$4,749.00). All other monthly rates shall be increased by application of the existing rank index structure and be rounded to the nearest whole dollar. The resulting monthly rates are set out in Schedule "A" which is attached to and forms a part of this Collective Agreement.
- (e) Effective 2002 January 01, the 4th Year Firefighter rate in effect on 2001 December 31 (that is, \$4,749.00) shall be increased by two point nine five percent (2.95%) and be rounded to the nearest whole dollar (that is, to \$4,889.00). All other monthly rates shall be increased by application of the existing rank index structure and be rounded to the nearest whole dollar. The resulting monthly rates are set out in Schedule "A" which is attached to and forms a part of this Collective Agreement.
- (f) Any proposed changes or additions or deletions to general conditions presently in force shall be discussed with the Union before implementation in order to afford the Union an opportunity to assist in the development of the regulations to the best interest of the Fire Department.

2. UNION SECURITY

All employees covered by the Union Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction, provided membership in the Union remains on a voluntary basis and is not a condition of employment. This deduction shall be made in accordance with the provisions of Article 8 of this Agreement. These arrangements shall remain in effect for so long as this Union remains the recognized bargaining authority.

3. PROBATIONARY EMPLOYEES

- (a) All new employees shall be placed in a probationary capacity until the completion of twelve (12) months' continuous service, except where it is determined by the Fire Chief that a Probationary Employee's performance warrants an extension of such probation period.

- (b) This probation 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:
 - (i) the quality of work,
 - (ii) ability to work harmoniously with others,
 - (iii) conduct,
 - (iv) ability to meet fire fighting standards set by the Municipality.
- (d) In addition to (a), (b) and (c) above a Probationary Employee who is absent for any reason for five (5) working days or more during the probation period shall have their probation period extended by an equal amount of time to make up such loss.
- (e)
 - (i) Progression by a Probationary Employee from "Firefighter probation (1st six (6) months)" salary rate to "Firefighter six (6) months to end of 1st year" salary rate, and also from "Firefighter six (6) months to end of 1st year" salary rate to "Firefighter beginning 2nd year" salary rate shall be subject, in each instance, to achieving a satisfactory performance appraisal rating.
 - (ii) It is understood that where the Employer intends to withhold a salary rate listed in Sub-section 3(e)(i), the Employer shall advise the employee of such a decision prior to the date on which the employee would have moved up to the next salary rate. Failure to advise the employee before the date the employee was due to move up to the next salary rate, of the Employer's decision to not allow the movement up to the next salary rate will result in the employee's automatic move onto the next salary rate, as if the employee's performance was satisfactory.
- (f) If a Probationary Employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the original date of employment.
- (g) The Probationary period for employees promoted into the ranks of Lieutenant and Captain shall be six (6) months commencing from the date of their appointment into the Lieutenant or Captain rank.

4. REMUNERATION

- (a) The monthly rate for a 4th Year Firefighter shall be as follows:

2000 January 01 to 2000 December 31	\$4613/month
2001 January 01 to 2001 December 31	\$4749/month
2002 January 01 to 2002 December 31	\$4889/month

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

Firefighter	- 1st six months	-	70%
	- 2nd six months	-	75%
	- 2nd year	-	80%
	- 3rd year	-	90%
	- after 10th year	-	102%

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

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

- (c) The rate for a 10th Year Firefighter shall form the basis for all other ranks in accordance with the following differentials:

Mechanic	117%
Lieutenant	112%
Captain	122%

- (d) (i) Salaries listed in Schedule "A" are shown in monthly, bi-weekly and hourly rates of pay;
- (ii) Bi-weekly rates of pay are calculated from monthly salaries in accordance with the formula:

$$\frac{\text{Monthly rate x 12 months}}{26.089}$$

- (iii) Hourly rates of pay are calculated from bi-weekly salaries in accordance with the formula:

$$\frac{\text{Bi-weekly pay}}{\text{Number of hours worked in a pay period}}$$

5. HEALTH AND WELFARE

(a) The Municipality will pay one hundred percent (100%) of the premiums required to provide the following benefits to employees:

- Basic Medical Services Plan.
- Extended Health Plan, including Vision Care Option providing two hundred fifty dollars (\$250.00) claimable per claimant per twenty-four (24) consecutive month period, subject to the provisions of the Plan.
- Speech Therapy, to a per-person covered maximum of \$3,000 per annum and a lifetime maximum payable of \$1,000,000.00 shall be added to the Extended Health Benefit Plan.
- Effective 2001 September 01, total coverage of up to \$1000 payable per person per calendar year for the services of any one or any combination of the following practitioners: Chiropractor, Naturopath, Physiotherapist, Massage Practitioner, and Podiatrist.
- Dental Plan providing a repayment schedule of Plan "A" - 100%, Plan "B" - 60% (effective 2001 September 01, 75%), and Plan "C" - 50%, to a maximum of \$3,000 per covered family member.
- Group Life Insurance providing coverage of two (2) times an employee's annual regular salary computed to the next highest \$1,000 in the event of the death of the employee.
- Optional Group Life Insurance

Effective as soon as possible following the date of ratification of the Memorandum of Agreement and subject to the Corporation's Life Insurance carrier's agreement to administer an Optional Group Life Insurance Plan, eligible employees subject to the provisions of the Plan shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000) up to a maximum of two hundred and fifty thousand dollars (\$250,000). The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.

- Long Term Disability Insurance providing an un-indexed benefit of fifty percent (50%) of an employee's salary at the time benefits commence. If an employee institutes a claim for benefits prior to the establishment of the salary level for the employee's position for the year in which the claim commences, the employee's benefit level shall be based on the salary level

for the employee's position for that year (with appropriate adjustments where required), once the salary level is established. For example: 1985 salary level paid in 1986; claim commences in 1986; claim based on 1985 salary; when 1986 salary level established benefit is adjusted to reflect the 1986 salary level.

- (b) In return for the above, the Union will assume responsibility for payment for Sick Leave for up to the first six (6) shifts of absence due to any non-occupational illness or injury of any employee.
- (c) The benefits outlined in 5(a) above and the Union funded Sick Leave referred to in 5(b) above shall be provided in accordance with Schedule "C" attached to this Collective Agreement.

6. SICK LEAVE

- (a) After three (3) completed calendar months' continuous service an employee shall be granted Sick Leave with pay (except as provided under the Firefighters' Sick Pay and Gratuity Plan) on the basis of one and two-thirds (1-2/3) days per month (twenty (20) days per year) retroactive to the first completed calendar month of employment. This accumulated Sick Leave shall include all credits outstanding earned while employed with departments of the District of West Vancouver. Firefighters' Sick Leave may be accumulated to a maximum of two hundred and sixty-one (261) working days. Employees other than Firefighters may accumulate Sick Leave to a maximum of two hundred and eighty (280) days.
- (b)
 - (i) Where an employee is absent from their duties for reason of illness or injury, other than as compensable under the Workers' Compensation Act, the employee, subject to 6(b)(ii) below, is required to provide medical certification from a medical doctor registered with the BC College of Physicians and Surgeons or any other registry duly recognized by the BC Medical Plan. In addition, the employee may be required by the Municipality to attend at a physician designated by the Municipality; such attendance shall be at the expense of the Municipality.
 - (ii) At the discretion of the Fire Chief, or designate, an employee may be exempted from the requirement of 6(b)(i) above for up to three (3) days' continuous absence.
 - (iii) Other certification supporting any absence due to illness or injury, other than as compensable under the Workers' Compensation Act, may be accepted provided the employee has been referred by their own general practitioner or specialist to the person supplying the alternate certification.

- (iv) Paid Sick Leave shall only be provided to an employee where the employee has sufficient accumulated Sick Leave.
 - (v) When absence due to illness or injury, other than as compensable under the Workers' Compensation Act, continues beyond accumulated Sick Leave credit and prior to the completion of the one hundred and eighty (180) day qualifying period for Long Term Disability, the employee will be considered on Vacation, followed by banked Statutory Holiday Leave, if these credits are available. Where this occurs the employee shall be paid accordingly until such time as the Vacation credits and banked Statutory Holiday Leave are exhausted, or until he qualifies for Long Term Disability benefits, in accordance with the Long Term Disability Policy, if this occurs prior to exhausting such Vacation credits and Statutory Holiday Leave.
- (c) An employee who is admitted to hospital or confined to their residence under a physician's or surgeon's direction, or a combination of both for at least three (3) days as a result of illness or injury occurring during the employee's Vacation period, shall have such time charged converted to the employee's accumulated Sick Leave or Workers' Compensation as the case may be, and at a later time have the balance of the employee's Vacation rescheduled by the Fire Chief or other designated Chief Officer.
 - (d) An employee who is admitted to hospital or confined to their residence as a result of illness or injury occurring immediately prior to the employee's scheduled Vacation shall have their Vacation rescheduled by the Fire Chief or other designated Chief Officer.
 - (e) Medical certificates are to be submitted through the Fire Chief to the Human Resources Director.
 - (f) In Workers' Compensation cases, the time not paid by the Board shall be treated as sickness and the salary paid by the Municipality from the employee's Sick Leave Bank, but only to the extent that Sick Leave credits remain in the employee's Sick Leave Bank. Deductions from an employee's Sick Leave Bank referred to in this Sub-section shall not result in a deduction from the employee's Gratuity Allowance.
 - (g) (i) Every employee covered by this Agreement who is absent from duty due to injuries received while on duty shall pay to the Municipality all moneys received from the Workers' Compensation Board and shall receive from the Municipality their full salary during such absence from duty.

- (ii) Notwithstanding Sub-section (g)(i) above, every employee covered by this Agreement who is in receipt of Workers' Compensation Board time loss payments shall remit to the Municipality all such monies received from the Workers' Compensation Board and shall receive from the Municipality 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 Section 22) 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.

- (h) If, as a result of a claim made to an insuring third party (e.g. ICBC.), an employee receives payment for wage loss (including fringe benefit costs) referable to a period during which the employee received Sick Leave benefits, then the employee upon receipt of such payment shall pay the Municipality the amount of the wage loss so received, and the Municipality shall then reimburse the Union Sick Leave Fund the amount paid out from the Fund on the employee's behalf, and shall then credit the employee with Sick Leave for the number of days represented by the payment and any resultant Gratuity Days to which the employee is entitled.

7. GRATUITY

- (a) A Gratuity credit equal to a percentage of an employee's Sick Leave unused in each year shall be granted on the following basis:
- up to ten (10) years of service from 1975 January 01 - fifteen percent (15%);
 - eleven (11) to fifteen (15) years of service from 1975 January 01 - twenty percent (20%);
 - over fifteen (15) years of service from 1975 January 01 - twenty-five percent (25%).

The credits may be accumulated and added to those Gratuity Days accumulated prior to 1975 January 01 to a maximum total accumulation of one hundred and twenty (120) days, and may be withdrawn in whole or in part after five (5) years' continuous service, in cash, or on approval of the Department Head, as additional Vacation.

- (b) Payment of the Gratuity shall be computed at the time of withdrawal, as follows:

Gratuity Days withdrawn x Annual Salary
261 days

- (c) For 1987 and until further notice, a "bonus" Gratuity Day shall be awarded to qualified employees on the same basis that it is awarded by the City of Vancouver to its' Fire employees.

To qualify for the "bonus" Gratuity an employee shall lose no Sick Time during the calendar year commencing January 01 and ending December 31.

The "bonus" Gratuity Day shall consist of twelve (12) hours' credit, to be taken in accordance with Section 7(a).

8. NEW EMPLOYEES

- (a) (i) Any permanent employee moving from one West Vancouver bargaining unit into a position within the Firefighters' Union bargaining unit shall receive fringe benefits in accordance with the Firefighters' Collective Agreement in force at that time, but effective from the first day of the month following the employee's date of hire in the Fire Department. If, however, the employee has not completed the qualifying periods for the respective fringe benefits, the employee shall not qualify for coverage under those benefits until such time as the required qualifying period has been completed.
- (ii) Union dues deductions (which may include moneys required to maintain the Union Sick Pay Fund as per Schedule "C" of the Collective Agreement), shall commence from the date the Corporation's Payroll Department receives written authorization to commence such deductions.
- (b) (i) Employees hired into Firefighters' Union bargaining unit positions who are new hires to both the Municipality and the Fire Department shall commence fringe benefits coverage in accordance with the Firefighters' Collective Agreement in force at that time.
- (ii) Union dues deductions (which may include moneys required to maintain the Union Sick Pay Fund as per Schedule "C" of the Collective Agreement), shall commence from the first day of the month following completion of three (3) consecutive calendar months of employment and upon written authorization to commence such deductions.

9. SUPERANNUATION

- (a) (i) The Municipality agrees to enter into an Agreement with the Commissioner of Municipal Superannuation whereby each Firefighter shall contribute an additional two percent (2%) of their regular wages over and above that required by the Act and the Municipality shall contribute an additional two and one-half percent (2½%) over and above that required by the Act, which four and one-half percent (4½%) shall be considered and treated as a voluntary contribution by the Firefighters in accordance with the Pension (Municipal) Act. Contributions for employees other than Firefighters shall be as required by the Pension (Municipal) Act.
- (ii) The term "Firefighter" in Sub-section 9(a)(i) shall also mean "Mechanic".
- (b) Subject to Section 9(i) of the Pension (Municipal) Act, the Municipality agrees to participate as to one-half (½) the cost determined by the Commissioner of Municipal Superannuation to extend the pensionable service of an employee covered by this Agreement up to a maximum of one (1) year. It is understood that this extension shall represent that period of time served by the employee in a probationary capacity as an employee of either the West Vancouver Fire Department, or another West Vancouver Municipal department, and which has not previously been considered as pensionable service. This benefit shall be subject to the following conditions:
 - (i) Only an employee with a vested interest in the Municipal Superannuation Plan and who has reached the minimum age of retirement as defined in the Pension (Municipal) Act shall be eligible; and
 - (ii) An employee who wishes to take advantage of this benefit shall give at least six (6) months' notice in writing in advance of the date at which such employee wishes to retire and make such arrangements as may be necessary as regards the employee's own contribution.

10. LEAVE OF ABSENCE

- (a) Subject to the Fire Chief's discretion, the Representatives of the Union shall be granted such Leave of Absence, with pay, as may be necessary to carry out their duties in that capacity.
- (b) The Union will provide and pay, including any premium pay, for any replacements for on-shift Union Representatives taking such leave.

- (c) Union representatives who act in Exempt positions shall be subject to the terms and conditions set out in Section 23 of this Collective Agreement.

11. COMPASSIONATE LEAVE

An employee covered by this Collective Agreement shall be granted up to a maximum of three (3) days' leave, without loss of salary or wages, in the case of the death of a parent, spouse, brother, sister or child, or other relative if living in the same household, and in the case of the death of a father-in-law or mother-in-law, if time off is required to make funeral arrangements.

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 Municipal Superannuation Commissioner may also be acceptable to the Municipality and to the Union.

12. TIME OFF FOR BONE MARROW TESTING AND DONATION

- (a) Information sessions and testing procedures for bone marrow donation procedures shall be on the employee's own time.
- (b) Where an employee is off work for the purposes of donating bone marrow, the Union will cover the employee's shifts.
- (c) Where the employee is donating bone marrow and loses sick time as a result of donating bone marrow, the annual "bonus" gratuity day shall not be affected by reason of Sick Leave usage for bone marrow donation.

13. VACATION

That all employees covered by this Agreement shall be entitled to a Vacation or holiday with pay on the following basis:

- (a) The annual Vacation granted to any employee covered by this Agreement, in any year, shall be those accumulated to June 30th of that year.
- (b) Any employee who will have less than one (1) year's service by June 30th shall receive for each month greater than one-half (½) worked by June 30th:

- | | | |
|-------------------------|---|--|
| Firefighters | - | one-twelfth ($1/12$) of eight (8) duty shifts; |
| Other than Firefighters | - | one-twelfth ($1/12$) of ten (10) working days. |
- (c) During the second (2nd) calendar year of service:
- | | | |
|-------------------------|---|------------------------|
| Firefighters | - | eight (8) duty shifts; |
| Other than Firefighters | - | ten (10) working days. |
- (d) During the third (3rd) up to and including the tenth (10th) calendar year of service:
- | | | |
|-------------------------|---|----------------------------|
| Firefighters | - | twelve (12) duty shifts; |
| Other than Firefighters | - | fifteen (15) working days. |
- (e) During the eleventh (11th) up to and including the twenty-third (23rd) calendar year of service:
- | | | |
|-------------------------|---|---------------------------|
| Firefighters | - | sixteen (16) duty shifts; |
| Other than Firefighters | - | twenty (20) working days. |
- (f) During the twenty-first (21st) calendar year of service only:
- | | | |
|-------------------------|---|--------------------------------|
| Firefighters | - | twenty (20) duty shifts; |
| Other than Firefighters | - | twenty-five (25) working days. |
- (g) During the twenty-fourth (24th) and all subsequent calendar years of service:
- | | | |
|-------------------------|---|--------------------------------|
| Firefighters | - | twenty (20) duty shifts; |
| Other than Firefighters | - | twenty-five (25) working days. |
- (h) 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.

- (i) Long Service Leave as detailed in (h) above may be taken before 01 July 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.
- (j) When acting or permanent time in a higher rank, or higher ranks, totals six (6) months or more when worked between January 1st and December 31st, then Vacation pay shall be paid at the higher rate of pay for time spent in a single higher rank. Where time has been worked in two (2) higher ranks, then the Vacation pay adjustment shall be paid using the higher rank rate of pay in which the most time has been worked. For example, five (5) months Lieutenant, three (3) months Captain; Vacation pay adjustments is based on Lieutenant rate: three (3) months Lieutenant, three and a half (3½) months Captain; Vacation pay adjustment is based on Captain rate.
- (k) A "Calendar Year" for the purposes of this Section 13 shall mean the twelve (12) month period from July 1st to June 30th following, both dates inclusive.
- (l) Pay-out of Vacation entitlement shall be allowed as follows:

- (i) New Recruits

At the Employer's option, new recruits (generally considered to be those hired between January 1st and June 30th of any given year) 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 Workers' Compensation 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(1)(ii) shall be in writing and shall be submitted to the Fire Chief for approval.

14. HOLIDAY POOL

- (a) The Firefighters' Holiday Pool shall consist only of those employees employed as Firefighters and shall be drawn up by September 01 by the Holiday Pool Committee to allocate choice of Vacation period for the following year. Any person included in the holiday pool shall be entitled to the use of the full twelve (12) months of the year for holiday selection, subject to the limitations of the person's position on the holiday pool.
- (b) The choice of holidays must be completed by November 15th. If the choices are not completed by the November 15th date, holidays shall then be assigned by the Holiday Pool Committee. The Holiday Pool selections must be formally approved by the joint committee of Union and Management before December 01.

15. STATUTORY HOLIDAYS

- (a) In addition to the holidays set out in Section 13, all Firefighters shall be entitled to eleven (11) consecutive working shifts' additional Vacation with pay per annum in lieu of Statutory Holidays, being New Years Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day. Any other day proclaimed a public holiday by the Federal or Provincial Governments or the Municipality shall be granted as an additional working shift of Vacation with pay. All employees other than Firefighters shall be entitled to a holiday with pay on the foregoing days if they fall on a normal working day.
- (b) The additional Vacation in lieu of Statutory Holidays shall be those accumulated to June 30th of that year.
- (c) All employees covered by this Agreement who have completed less than one (1) year's service as of June 30th, shall be entitled to those Statutory Holidays with pay as listed above which fall in their service period up to the June 30th, and may take them after completion of six (6) months' service.
- (d) Any Firefighter who is required to work on any of the Statutory Holidays listed in Sub-section 15(a) shall, in addition to the eleven (11) shifts' additional Vacation granted in lieu, be paid at the rate of an additional fifty percent (50%) of their regular hourly rate for each of the hours worked on such Statutory Holidays between 12:01 a.m. and 11:59 p.m.

16. SERVICE PAY

- (a) Service Pay of seven dollars and fifty cents (\$7.50) per month for every five (5) years of service shall be paid to all employees covered by this Agreement. All eligible employees shall receive Service Pay in a lump payment on the first (1st) pay day of December each year.
- (b) Notwithstanding Sub-section 16(a) above, Service Pay shall be discontinued for an employee effective the date upon which he is promoted to an Officer rank as designated under Schedule "A" of this Agreement, or effective the date such employee is deemed by the Municipality to be Acting in a Senior Capacity (pursuant to the provisions of Article 22) on a continuous, year-round basis, whichever date first occurs.

17. SENIORITY

- (a)
 - (i) Firefighters shall rank on the Firefighters' seniority list by continuous service from the date of their employment by the Municipality in the Fire Department.
 - (ii) A Seniority List showing the Firefighter membership as at the date of the signing of this Collective Agreement is attached to and forms a part of this Collective Agreement as Appendix 3.
 - (iii) Any changes to the Seniority List during the term of the Collective Agreement shall not be considered as reason to open for bargaining this Collective Agreement; nor shall any changes to the Seniority List be considered a reason to void this Collective Agreement.
- (b) With regard to the setting of holiday relief shifts, the seniority system shall be followed.
- (c)
 - (i) The Promotion Procedure is established effective with the award of the Larson Arbitration dated 27 April 1977. The Promotion Procedure is amended to reflect the conditions contained in the Larson Arbitration Award. The Promotion Procedure is attached to this Collective Agreement as Appendix 1.
 - (ii) Promotion of Firefighters shall be governed by the Promotion Procedure.
- (d) A procedure regarding movement into or out of the West Vancouver Fire Prevention Division is established. The procedure is attached to this Collective Agreement as Appendix 2.

- (e) In the event that it becomes necessary to reduce the number of Firefighters employed, the order in which the reduction will be determined shall be governed by the Firefighters' seniority list with the junior man or woman hired the first to be affected by the layoff. All Firefighters outside of the Officers' Eligibility Pool shall be laid off prior to the layoff of Firefighters in the Officers' Eligibility Pool. Layoff from within the Officers' Eligibility Pool shall be in accordance with seniority within the Pool, i.e., last qualified, first laid off.
- (f) In the event that a lay-off becomes necessary, and a reduction in manpower as stated in Sub-section (e) occurs, the position of Mechanic, at the Employer's option, may be by-passed. It is agreed that Employee No. 118, Mechanic D. Buckle, shall be protected from out-of-sequence lay-off, should the Municipality choose to not invoke this Sub-section (f).

18. CLOTHING AND EQUIPMENT

- (a) The Municipality shall provide every employee covered by this Agreement with a uniform, and shall issue annually to each such employee, such uniform and work clothing as is described in Schedule "B". All uniforms and other clothing referred to in Schedule "B" shall remain the property of the Municipality and shall be returned to the Municipality by every employee leaving the service of the Municipality excepting those employees retiring on Superannuation.
- (b) The Municipality shall provide every employee covered by this Agreement whose duties include the fighting of fires, with fire fighting equipment, which shall include rubber boots, a helmet and service coat, and such other equipment as may be recommended by the Fire Chief and approved by the Municipal Council. All of the equipment referred to herein shall remain the property of the Municipality and shall be returned to the Municipality by every such employee to whom it has been issued upon ceasing to perform such duties.
- (c) The Municipality shall be responsible for the cleaning of uniform items as shown below:
 - (i) Items for Cleaning
 - (a) 1 shirt per shift
 - (b) 1 pair pants every other shift
 - (c) 1 service jacket per month

- N.B. 1. The term "per shift" and the term "shift" means one (1) working day, e.g., one (1) ten (10) hour or one (1) fourteen (14) hour day for Fire Suppression Employees; one (1) eight and three-quarters ($8\frac{3}{4}$) hour day for Fire Prevention Employees; or one (1) eight (8) hour day for a mechanic.
2. Notwithstanding item (c)(i)(c) above, and (v)(b) below, the substitution of one (1) dress tunic is allowed in place of the service jacket.

(ii) Cleaning Contractor

The cleaning contractor shall be appointed by the Municipality. The name of the cleaning contractor shall be posted at each Fire Hall.

(iii) Delivery to and Pick-Up from Contractor

Each employee is responsible for the delivery of their clothing to the premises of the contractor and the pick-up of same from the contractor's premises.

(iv) Record Keeping

Each employee is responsible for the signing and/or completion of whatever records the contractor considers are necessary for the fulfillment of the terms and conditions of the cleaning contract.

(v) Unused Cleaning Allowance

(a) Unused cleaning allotment in a calendar month cannot be carried forward into the next calendar month.

(b) No substitutions are allowed.

19. TOUR OF DUTY

The tour of duty for all Firefighters covered by this Agreement shall be a basic forty-two (42) hour week on a two day, two night, and four off basis. This may be varied after consultation and agreement between the Union executive and Management. The tour of duty for the Mechanic shall be forty (40) hours per week, Monday through Friday.

20. OVERTIME AND CALL SERVICE

- (a) Overtime and call service outlined in (b)(i), (ii) and (iii) below shall be paid for on the following basis:
- (i) Firefighters shall be paid at their regular rate of pay;
 - (ii) Lieutenants and Captains shall be paid at the 10th Year Firefighter rate when not appointed to act as a Lieutenant or Captain;
 - (iii) An employee appointed to act as a Lieutenant or Captain shall be paid at the rate for the rank they are appointed into.
- (b) Overtime and call service shall be calculated using the formula shown in 20(a) above as follows:
- (i) Emergency Callout

Minimum three (3) hours at double time.

A maximum of time and one-half (1½) shall be paid for a replacement shift on the basis of a ten (10) hour Day Shift and a fourteen (14) hour Night Shift. However, any employee called out to work on a Statutory Holiday shall be paid at triple times their regular rate of pay.
 - (ii) Non-Emergency Callout

An employee reporting for work on the call of the Municipality for the purpose of attending a meeting of an administrative nature shall be paid a minimum of three (3) hours at the rate of one and one-half (1½) times their regular rate of pay for the entire period when attending such meeting in response to the call. Response to a non-emergency callout is to be mandatory providing an employee is not on holiday. With the exception of extreme circumstances a minimum of seven (7) calendar days' notice shall be given.
 - (iii) Additional Callout

If additional calls are made upon the employee prior to the expiry of the minimum three (3) hour period detailed in 20(b)(i) above, such additional calls shall not attract an additional three (3) hour minimum, but the employee shall be paid for the time actually worked at two (2) times their regular hourly rate.

(c) Extension of Tour of Duty

- (i) For the first (1st) hour or any part thereof, one (1) hour's pay at time and one-half (1½X).
 - (ii) For each additional half (½) hour or any part thereof, one-half (½) hour's pay at time and one-half (1½X).
- (d) A Firefighter called in to work shall be advised at the time of the call whether it is a callout or a replacement shift.
- (e) In the event that a fire call originates while a Firefighter is on duty and extends less than half (½) an hour beyond the Firefighter's normal tour of duty, no overtime shall be paid.

21. COURT ATTENDANCE ON DAY OFF

If an employee is on a day off and on such day off is required to attend a court of criminal or civil jurisdiction for reasons arising out of the proper performance of a Firefighter's duty, the attendance shall be considered as a Callout and be paid according to Section 20(b)(i), Emergency Callout.

22. TEMPORARY PERFORMANCE OF HIGHER DUTY

Any Firefighter covered by this Agreement who has completed not less than their third (3rd) year of service as a Firefighter or is a Lieutenant and who is appointed or is required, as the Senior Firefighter or Officer on shift, to accept the responsibilities and carry out the duties incident to the position of Lieutenant, or where applicable the position of Captain, shall be paid as shown below at the rate for the senior position while so acting:

- | | |
|---|-----------------------------|
| - Less than one-half (½) of shift worked | - no higher pay; |
| - One-half (½) or over but less than three quarters (¾) of a shift worked | - half shift at higher pay |
| - Three-quarters (¾) of a shift worked or over | - whole shift at higher pay |

23. BARGAINING UNIT MEMBERS ACTING IN EXEMPT POSITIONS

- (a) When Firefighters' Union bargaining-unit members are appointed to act in Fire Department exempt staff positions, they shall refrain from all Union activities while on duty in such acting capacity.
- (b) Any bargaining-unit member appointed to act in an exempt staff position shall perform the duties of the exempt staff position but if found to be conducting Union activities while so acting, the employee's acting status shall be revoked and he shall not be eligible to act in any future exempt staff position.

24. LEGAL EXPENSE

All legal expenses and costs with respect to any civil or criminal action taken against or in respect to an employee of the Union arising out of such employee's actions while engaged properly in the execution of the employee's duties as an employee of the West Vancouver Fire Department may be paid by the Municipality if approved by the Municipal Council on the recommendation of the Fire Chief.

25. NOURISHMENT

The Municipality shall provide nourishment at the discretion of the Officer in charge for all employees covered by this Agreement attending any major emergency.

26. TRAINING

The Municipality agrees that training opportunities will be increased, provided the costs of same are not excessive and acceptable staff levels are maintained.

27. LIVING BOUNDARIES

Effective 2001 August 02:

- (a) Not less than sixty percent (60%) of the Fire Department employees shall reside in the following areas:
 - West Vancouver
 - North Vancouver
 - Burnaby
 - Vancouver

- Lions Bay
- New Westminster
- Port Moody
- Coquitlam, west of the Coquitlam River

(b) Upon written approval of the Fire Chief, up to forty percent (40%) of Fire Department employees shall be allowed to live in the following areas:

- Richmond
- Coquitlam, east of the Coquitlam River
- Anmore/Belcarra
- Surrey
- Cloverdale
- Aldergrove
- White Rock
- Delta
- Ladner
- Maple Ridge
- Port Coquitlam
- Pitt Meadows
- Langley
- Sunshine Coast
- Bowen Island
- Squamish
- Garibaldi Highlands
- Matsqui/Abbotsford

west of a north-south line drawn north from the Sumas Border Crossing to the Highway No. 1 Sumas Exit and on to Highway No. 11 to the Fraser River.

In the event an employee residing in Squamish, Garibaldi Highlands, Bowen Island, and/or Sunshine Coast is unable to report for duty as a consequence of a situation such as a road closure or a disruption in ferry service the Union shall be required to provide coverage of that employee's shift at no additional cost to the Municipality.

(c) When area (b) is full and the Fire Chief receives a written request from an employee to move into area (b), the Fire Chief shall then notify the employee whose written request has been on file the longest and who has not moved into area (b) that such employee now has six (6) months from the date of the Fire Chief's letter to complete their move into area (b) or such employee will be removed from the "Area (b) Eligibility List"; the employee may reapply to the Fire Chief, however, such employee's eligibility shall be dated from the date of their re-application.

28. TECHNOLOGICAL CHANGE

During the term of this Agreement, any dispute arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Collective Agreement.

- (a) Where the Municipality introduces, or intends to introduce a technological change, that:
 - (i) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies, and
 - (ii) alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board pursuant to Section 29(c) of this Collective Agreement, by-passing all other steps in the Grievance Procedure.

- (b) The Arbitration Board shall decide whether or not the Municipality has introduced, or intends to introduce a technological change, and upon deciding that the Municipality has or intends to introduce a technological change the Arbitration Board shall inform the Minister of Labour of its findings, and may then or later make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - (ii) that the Municipality will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
 - (iii) that the Municipality reinstate any employee displaced by reason of the technological change;
 - (iv) that the Municipality pay to that employee such compensation in respect of such employee's displacement as the Arbitration Board considers reasonable;
 - (v) that the matter be referred to the Labour Relations Board (under Section 54 of the Labour Relations Code).

- (c) The Municipality will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:

- (i) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (ii) alters significantly the basis upon which the Collective Agreement was negotiated.

29. GRIEVANCE PROCEDURE

That any difference concerning the interpretation, application or operation of this Agreement, concerning any actual or anticipated violation thereof, shall be dealt with, without total or partial work stoppage, slowdown or restriction of normal departmental operations, in the following manner:

(a) Step 1

- (i) Any dispute arising out of matters covered by this Collective Agreement shall be reported by the employee or the Union Executive verbally to the Fire Chief or designate within sixteen (16) working shifts of the occurrence of the incident leading up to the dispute. At the option of the employee there shall be an informal meeting either between the Fire Chief or designate, the Executive and the employee, or the Fire Chief or designate and the employee, within four (4) working shifts of the verbal report. However, twenty-four (24) hours prior to the informal meeting at which the complaint is to be discussed, the issues to be discussed will be presented in writing to the Fire Chief or designate.
- (ii) Should the informal meeting in Sub-section (i) above not resolve the dispute, the dispute is to be submitted in writing to the Fire Chief or designate and copies to the Human Resources Director.

(b) Step 2

If the alleged grievance is not settled by the Fire Chief or designate within seven (7) days, the matter shall be referred in writing to the Municipal Manager, who shall arrange for meetings with the Union within seven (7) days from receipt of such requests.

(c) Step 3

If no settlement is reached with the Municipality within seven (7) days then the grievance shall be finally and conclusively settled without stoppage of work by submission to a Board of Arbitration.

30. ARBITRATION

Effective 2001 August 02:

- (a) When a grievance has been submitted to arbitration, the parties may mutually agree that the matter in dispute will be submitted to a single arbitrator, to be agreed upon by both parties. Should either party not agree to submit the dispute to a single arbitrator, the grievance shall be settled by the process outlined in Section 30(b).
- (b) A Board of Arbitration shall consist of three (3) persons, one to be chosen by each party, the third (3rd) who shall be Chairperson, to be selected by the two (2) so appointed. The representatives of the parties concerned must meet within seven (7) business days of appointment and are allowed a further five (5) business days to agree upon a Chairperson. If they fail to agree upon a Chairperson, either party may apply to the Minister of Labour to appoint a Chairperson.
- (c) The decision of the Board of Arbitration or the single Arbitrator 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 Chairperson or the single Arbitrator.
- (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 subject to collective bargaining between the Union and the Municipal Representatives.

31. MANAGEMENT RIGHTS

The Union acknowledges that the management and directing of employees in the bargaining unit is retained by the Municipality, except as this Agreement otherwise specifies.

32. COLLECTIVE AGREEMENTS

The Municipality agrees to provide to the Union two (2) signed copies of the executed Collective Agreement. All other Collective Agreement copies required by the Union will be printed by the Municipality on request from the Union, with the Union paying to the Municipality fifty percent (50%) of the cost of printing such copies.

33. LETTERS OF UNDERSTANDING AND MEMORANDA OF AGREEMENT

- (a) It is agreed that the Letters of Understanding and Memoranda of Agreement listed below shall be attached to and shall form a part of this Collective Agreement and shall remain in full force and effect, unless modified by agreement, for the duration of this Collective Agreement.

Appendix 1: Promotion Procedure

Appendix 2: Fire Prevention Division

Appendix 3: Seniority List - Updated

Appendix 4: Instructors

- (b) It is further agreed that a stamp (with the wording "Carried Forward and Effective for the Term of this Collective Agreement") or typed statement will be used on the above Letters of Understanding and Memoranda of Agreement to show that they are carried forward and are effective for the term of the Collective Agreement. The year or years of the Collective Agreement will be written in.

34. ESTABLISHMENT OF THE LIEUTENANT RANK ON THE AERIAL LADDER RESCUE TRUCK

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

SEALED with the SEAL of the CORPORATION OF THE DISTRICT OF WEST VANCOUVER and signed by:

SEALED with the SEAL of the WEST VANCOUVER PROFESSIONAL FIRE-FIGHTERS' UNION, Local 1525, International Association of Firefighters (AFL-CIO) affiliated with BC Professional Association of Firefighters, Local 3, the Vancouver Trades and Labour Council and signed by:

Mayor

President

Municipal Clerk

Secretary

Vice-President

Treasurer

Date

Date

SCHEDULE "A"

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WEST VANCOUVER PROFESSIONAL FIREFIGHTERS' UNION,
IAFF LOCAL 1525RATES OF PAY

Effective 2000 January 01 to 2002 December 31

Key: A = 2000 January 01 - 2000 December 31
 B = 2001 January 01 - 2001 December 31
 C = 2002 January 01 - 2002 December 31

Class No.	Class Title	Index	Effec. Date	Salaries		
				Monthly	Bi-weekly	Hourly
<u>Fire Suppression</u> (84 hrs. per pay period)						
Firefighter:						
4015	- Probation (1 st 6 months)*	70%	A	3229	1485.22	17.681
			B	3324	1528.92	18.201
			C	3422	1574.00	18.738
4025	- Probation (2 nd 6 months)*	75%	A	3460	1591.48	18.946
			B	3562	1638.39	19.505
			C	3667	1686.69	20.080
4035	- 2 nd Year*	80%	A	3690	1697.27	20.206
			B	3799	1747.40	20.802
			C	3911	1798.92	21.416
4045	- 3 rd Year*	90%	A	4152	1909.77	22.735
			B	4274	1965.89	23.403
			C	4400	2023.84	24.093
4055	- 4 th Year*	100%	A	4613	2121.81	25.260
			B	4749	2184.37	26.004
			C	4889	2248.76	26.771
4065	- 10 th Year (on completion of 10 th cal. yr. of service)* (1)	102%	A	4705	2164.13	25.763
			B	4844	2228.07	26.525
			C	4987	2293.84	27.308

SCHEDULE "A" (cont'd)

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Key: A = 2000 January 01 - 2000 December 31
 B = 2001 January 01 - 2001 December 31
 C = 2002 January 01 - 2002 December 31

Class No.	Class Title	Index	Effec. Date	Salaries		
				Monthly	Bi-weekly	Hourly
4075	Lieutenant**	112%	A	5270	2424.01	28.857
			B	5425	2495.30	29.706
			C	5585	2568.90	30.582
4085	Captain**	122%	A	5740	2640.19	31.431
			B	5910	2718.39	32.362
			C	6084	2798.42	33.315
<u>Fire Prevention</u> (70 hrs. per pay period)						
4360	Inspector*	102%	A	4705	2164.13	30.916
			B	4844	2228.07	31.830
			C	4987	2293.84	32.769
4365	Inspector: (external hiring only)					
	- 1 st 6 months	70%	A	3229	1485.22	21.217
			B	3324	1528.92	21.842
			C	3422	1574.00	22.486
	- 2 nd 6 months	75%	A	3460	1591.48	22.735
			B	3562	1638.39	23.406
			C	3667	1686.69	24.096
	- 2 nd year	80%	A	3690	1697.27	24.247
			B	3799	1747.40	24.963
			C	3911	1798.92	25.699
	- 3 rd year	90%	A	4152	1909.77	27.282
			B	4274	1965.89	28.084
			C	4400	2023.84	28.912
	- 4 th year	100%	A	4613	2121.81	30.312
			B	4749	2184.37	31.205
			C	4889	2248.76	32.125

SCHEDULE "A" (cont'd)

Key: A = 2000 January 01 - 2000 December 31
 B = 2001 January 01 - 2001 December 31
 C = 2002 January 01 - 2002 December 31

Class No.	Class Title	Index	Effec. Date	Salaries		
				Monthly	Bi-weekly	Hourly
	- 10 th year	102%	A	4705	2164.13	30.916
			B	4844	2228.07	31.830
			C	4987	2293.84	32.769
4370	Lieutenant**	112%	A	5270	2424.01	34.629
			B	5425	2495.30	35.647
			C	5585	2568.90	36.699
4380	Captain**	122%	A	5740	2640.19	37.717
			B	5910	2718.39	38.834
			C	6084	2798.42	39.977
Fire Planner & Fire Safety Educator:						
	- Step 1		A	3252	1495.80	21.37
			B	3348	1539.96	22.00
	- Step 2		A	3390	1559.28	22.28
			B	3490	1605.27	22.93
	- Step 3		A	3534	1625.51	23.22
			B	3638	1673.35	23.91
	- Step 4		A	3678	1691.75	24.17
			B	3787	1741.88	24.88
	- Step 5		A	3832	1762.58	25.18
			B	3945	1814.56	25.92
	- Step 6		A	4169	1917.59	27.39
			B	4292	1974.17	28.20

SCHEDULE "A" (cont'd)

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Key: A = 2000 January 01 - 2000 December 31
 B = 2001 January 01 - 2001 December 31
 C = 2002 January 01 - 2002 December 31

Class No.	Class Title	Index	Effec. Date	Salaries		
				Monthly	Bi-weekly	Hourly
Effective 2001 August 02:						
Fire Planner***:						
- 1 st year		70%	B	3324	1528.92	21.842
			C	3422	1574.00	22.486
- 2 nd year		80%	B	3799	1747.40	24.963
			C	3911	1798.92	25.699
- 3 rd year		90%	B	4274	1965.89	28.084
			C	4400	2023.84	28.912
<u>Note:</u> The current incumbent, D. Simmons, will maintain his current rate of pay plus any general increases while he remains in this position.						
Fire Safety Educator***:						
- 1 st year		70%	B	3324	1528.92	21.842
			C	3422	1574.00	22.486
- 2 nd year		80%	B	3799	1747.40	24.963
			C	3911	1798.92	25.699
- 3 rd year		90%	B	4274	1965.89	28.084
			C	4400	2023.84	28.912
<u>Mechanical</u> (80 hrs. per pay period)						
4202	Mechanic (2)**	117%	A	5505	2532.10	31.651
			B	5667	2606.62	32.583
			C	5835	2683.89	33.549

SCHEDULE "A" (cont'd)Notes:

* Based on 4th Year Firefighter

** Based on 10th Year Firefighter

*** Based on 4th Year Inspector (external hiring only)

- (1) "Calendar Year" shall mean January 01 to December 31. Employees shall be paid the 10th year rate from January 01 immediately preceding the 10th anniversary.
- (2) The percentage differential shown for the Mechanic, i.e. one hundred and seventeen percent (117%), shall be grandfathered to apply only to Employee No. 118, Mechanic D. Buckle.

SCHEDULE "B"

UNIFORMS

1. (a) Uniform (to be issued before 15 August each year)
 - One (1) pair boots - as per W.C.B. Standards
 - Two (2) pairs uniform pants
 - Four (4) work shirts, dress quality
 - Two (2) T-shirts (Stanfield T-shirt quality) (cleaning to be employees' responsibility)

- (b) Uniform (to be issued before 15 August every third year)
 - One (1) night duty shirt (Russell sweatshirt quality)

- (c) Uniform (as required)
 - Tunic
 - Nylon Jacket
 - Cap
 - Tie
 - Belt
 - Dress Shirt
 - Belt Buckle

- (d) One set of turn-out clothing as per W.C.B. standards

2. New employees shall be issued two (2) pairs of boots, two (2) pairs of uniform pants, four (4) work shirts (dress quality), two (2) T-shirts, one (1) night duty shirt, one (1) belt, one (1) belt buckle, one (1) cap, one (1) nylon jacket and one (1) tie during the first year of employment. In the second year of employment they shall be issued with a Uniform Tunic and a light blue dress shirt.

3. Probationary Employees terminated during their probationary period shall return all turn-out clothing issued. Leather boots shall not be returned. However, one-half (½) of the cost of the boots shall be deducted from the Probationary Employee's final pay cheque.

4. (i) Upon termination, all employees shall return their turn-out gear, uniform insignia and badges prior to being issued with their final pay cheque. Turn-out gear, uniform insignia and badges not returned shall be costed and their value deducted from the employee's final pay cheque.

- (ii) Notwithstanding (i) above, at the Fire Chief's discretion, a terminated employee may be allowed to retain their uniform insignia and badges with no charge being assessed against the employee's final pay cheque.
- (iii) The new issue belt and buckle shall be as approved by the Fire Chief.
- (iv) Identifying insignia for night shift shirt to be approved by the Fire Chief. Use of insignia on T-shirts is to be finalized by discussion between the Fire Chief and the Union.
- (v) Substitution and phase-in of four (4) dress shirts in lieu of four (4) work shirts for Lieutenants and Captains will be as authorized by the Fire Chief.

CARRIED FORWARD AND
EFFECTIVE FOR THE TERM OF
THE 2000-02 COLLECTIVE AGREEMENT

SCHEDULE "C"FIREFIGHTERS' SICK LEAVE AND BENEFITS PLAN

1. Effective 1976 January 01, the West Vancouver Professional Firefighters' Union will assume responsibility for payment for Sick Leave for up to the first six (6) shifts of absence due to any non-occupational illness or injury of any employee of the Union and such absence will not be paid from Municipal funds, unless on a recoverable basis.
2. To establish initially the fund from which such payments will be made, the Municipality will deduct one percent (1%) of basic pay from the salary of each employee. This deduction will be effective commencing 1975 December 01. The salary on which the deduction will be based will be the basic salary for the permanent rank held by each employee and will not include Service Pay, Acting Rank Pay, Overtime or Extra Shift Pay. For this purpose, the basic pay of each employee shall be in accordance with the rates set out in Schedule "A" of this Collective Agreement.
3. The deduction above may vary according to the rate of expenditure from the Union Sick Pay Fund and shall be established by the Union so as to maintain the Fund to cover the benefits provided from it. Moneys in the Fund shall be the property of the Union.
4. Where an employee returns to duty following a period of absence due to non-occupational illness or injury and is subsequently absent for a reason deemed by a physician of the Municipality's choice to be an extension of the earlier illness or injury, that subsequent period of absence shall not be charged against the Union's Sick Pay Fund but shall be paid by the Municipality.
5. Payments for absence due to non-occupational illness or injury extending beyond six (6) shifts shall be made by the Municipality in the normal way as a charge against the employee's Sick Leave Credit.
6. Regardless of whether payment for any absence is made from the Union's Sick Pay Fund or paid by the Municipality from the employee's Sick Leave Credit, the Sick Leave Credit and the Sick Leave Gratuity will be affected in the normal way, reduced according to the period of absence.
7. Occupational illness or injury, i.e., for which Workers' Compensation time-loss compensation is paid, will be handled as specified in this Agreement.
8. The Municipality will pay the full premium for the benefits hereunder:
 - (a) B.C. Medical Services Plan

- (b) M.S.A. Extended Health Benefit including Vision Care Option providing two hundred and fifty dollars (\$250.00) claimable per twenty-four (24) consecutive month period subject to the provisions of the Plan, and Speech Therapy, to a per person covered maximum of \$3,000 per annum and a lifetime maximum payable of \$1,000,000.00, and, effective 2001 September 01, total coverage of up to \$1000 payable per person per calendar year for the services of any one or any combination of the following practitioners: Chiropractor, Naturopath, Physiotherapist, Massage Practitioner, and Podiatrist shall be added to the Extended Health Benefit Plan.
- (c) Long Term Disability Insurance at fifty percent (50%) coverage of the employee's salary at the date the employee became ill.
- (d) M.S.A. Dental Plan to provide:
- 100% repayment of Plan A services
 - 60% (effective 2001 September 01, 75%) repayment of Plan B services
 - 50% repayment of Plan C services to a maximum of \$3,000 per covered family member
- (e) Group Life Insurance coverage providing for a benefit of two (2) times an employee's annual regular salary computed to the next highest \$1,000 in the event of the death of the employee.
- (f) Optional Group Life Insurance
- Effective as soon as possible following the date of ratification of the Memorandum of Agreement and subject to the Corporation's Life Insurance carrier's agreement to administer an Optional Group Life Insurance Plan, eligible employees subject to the provisions of the Plan shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000) up to a maximum of two hundred and fifty thousand dollars (\$250,000). The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.
9. Participation in the foregoing (excluding (f)) shall be compulsory for all prospective employees after the completion of three (3) calendar months' service in the Fire Department in a capacity covered by the Union Agreement.

10. The Union will have authority to determine the eligibility of any of its employees for payment of Sick Pay from the Union Fund for the first six (6) shifts of absence due to non-occupational injury or illness.
11. Payments from the Union Fund shall be at the employee's regular base salary net of Income Tax deductions and Superannuation (including supplementary Superannuation) contributions, according to the period of absence up to six (6) shifts for each non-occupational illness or injury. The Municipality will calculate the amount to be paid any employee for absence under this plan and will issue a General Account cheque to the employee for such absence. The Municipality will invoice the Union for all such payments and the Union will issue a cheque from the Fund to reimburse the Municipality for all absences approved by the Union as a charge against the Fund. Any such payments not approved by the Union and which are not a responsibility of the Municipality shall be recovered by the Municipality by deduction from the salary of the employee concerned.
12. Procedures will be developed within the Fire Department to ensure absences due to illness or injury are properly vouched and verified according to whether occupational or non-occupational and whether to be a charge against the Union's Sick Pay Fund or due from the Municipality. The Department will provide a listing of individual Sick Leave absences semi-monthly so as to permit adequate time for calculation of Sick Pay due from the Union's Sick Pay Fund and the issuance of General Account cheques with the normal payroll cheques.

CARRIED FORWARD AND
EFFECTIVE FOR THE TERM OF
THE 2000-02 COLLECTIVE AGREEMENT

APPENDIX 1PROMOTION PROCEDURE1. PURPOSE

The Promotion Procedure is to establish the criteria for promotion within the Department and to provide a Pool of qualified candidates for promotion to Officer positions covered by the Union's certification.

2. ELIGIBILITY FOR PROMOTION

- (a) All promotions to Officer ranks shall be made from the Officers' Eligibility Pool.
- (b) Candidates for inclusion in the Officers' Eligibility Pool shall be drawn from those employees of the Department holding the rank of a 4th Year Firefighter who have not less than four years' service as a Firefighter at the date of application. The Pool will be limited to the number required over a reasonable length of time.
- (c)
 - (i) All promotions to the rank of Lieutenant, acting or permanent, shall be awarded to the senior most employee who is classified as a 4th Year Firefighter or a 10th Year Firefighter provided that he is qualified. It is understood that if no qualified employee of the Officers' Eligibility Pool is available the Senior Firefighter on shift will be paid as Lieutenant when required to, or when appointed to act as Lieutenant. The probationary period for employees promoted into the Lieutenant rank shall be six (6) months commencing from the date of their appointment into the Lieutenant rank.
 - (ii) An employee who declines Officer training shall not be eligible for appointment to an acting assignment. An employee who has declined Officer training but who, at a later date, takes such training and then becomes a qualified Member of the Officers' Pool, shall have seniority within the Officers' Pool and shall be eligible for acting assignments, both from the date the employee qualifies, as per Section 9(b).
- (d) Promotions to the rank of Lieutenant and Captain shall be determined as follows:
 - The senior qualified employees shall be rated on their performance, including a judgment item of "Promotability" by a Committee of the three Senior Captains, at least annually. This Committee shall make its recommendations, when opportunities for promotion occur, to the District

Chiefs, who will make the final decision on the promotion(s). Before completion of six months' probation in the higher rank, the same procedure will be followed to determine whether an individual will be confirmed in the higher rank or will revert to their former rank.

- (e) Firefighters in the Officers' Eligibility Pool shall be eligible for promotion to Lieutenant.
- (f) Lieutenants, or if there are no Lieutenants, qualified Firefighters, shall be eligible for promotion to Captain as in (d) above.

3. PREPARATION

- (a) Candidates for entry to the Promotion Pool shall be required to apply for and undertake oral, written and practical examination based upon material contained in the Fire Department Training Manual, the Departmental Rules and Regulations, the International Fire Service Training Association Manuals, and Fire Department General Knowledge and Procedures.
- (b) For the purpose of equipping candidates for examinations, the Municipality will have prepared and will institute under the guidance of the Training Officer and the Fire Chief, an Officer's Preparatory Instructions and Training Course which shall be available to all candidates. The scheduling of this course shall be specified by the Training Officer or by Officers delegated by the Training Officer. Those on Vacation during scheduled lectures shall be provided the opportunity to attend missed lectures on return from Vacation.
- (c) There will be occasions when lectures are interrupted by service requirements. Such lectures will be re-scheduled by the Officer designated, wherever possible.
- (d) In the event that illness of a candidate, supported by a Doctor's Certificate, prevents the candidate from writing all or any part of an examination, the candidate shall be permitted to sit for re-examination within a four day period of returning to duty.
- (e) The Practical Examination shall be a demonstration by the candidate of their ability to carry out various drills or evolutions before the Promotion Selection Board. In marking this examination, reference will be made to the Applicant's Drill and Lecture Record in respect to Station Work and Drills.

- (f) Items 3(a) to 3(e) shall be varied only where the context of the Larson arbitration award dictates for the employees named therein.

4. NOTICE OF EXAMINATION

The time and date on which promotion examinations will be held shall be posted not less than ninety days prior to the date of writing.

5. PROMOTIONAL SELECTION BOARD

- (a) The Promotional Selection Board shall be comprised of the Fire Chief and Assistant Fire Chief or other Officers designated by the Fire Chief.
- (b) Two Officers representing the Firefighters' Union, may act as observers at examinations for candidates in the Officers' Promotion Pool. They shall not discuss any aspect of the examination with anyone, except employees of the Promotional Selection Board.

6. CONDUCT OF EXAMINATIONS

- (a) Promotion examinations shall be conducted under the immediate supervision of an employee or employees of the Promotional Selection Board.
- (b) Material allowed to be brought into the examination by candidates shall be specified by the invigilator. All working papers shall be returned to the Promotional Selection Board by the candidates with their examination papers. There shall be no discussion during the examination. If clarification of any question is required, the candidate shall request it from the Promotional Selection Board.
- (c) A reasonable time limit for the examination shall be specified on the written examination paper or may be announced at the commencement of any other examination.
- (d) The Relative Values of each question asked shall be determined before the examination is held.
- (e) Any candidate not complying with the regulations or instructions for conduct during the examination shall be considered to have invalidated their examination and shall have no right of appeal.

- (f) Any candidate who is unsuccessful in the Promotion Examinations has the right of appeal within 30 days of receipt of notice of their result. Any such appeal shall be in writing to the Fire Chief, stating the reasons for the appeal and requesting a review of their examination result. The Fire Chief, or delegated Officer, will arrange a Review Board, consisting of those on the Promotional Selection Board, to review the marks attained and to confirm the marks or recommend to the Fire Chief any revision. This review is to be completed within 10 days after the request for review has been received. The decision of the Review Board shall be binding, except as provided under the Grievance Procedure.
- (g) During the written examination, the candidate's papers shall not be identified by name or badge number. Instead, candidates shall be assigned a 3 digit number from a list to be prepared by the Union Observers. This number shall be the only identification to be used by the candidate on their examination paper. After marking of the examination the observers will provide the board with the list of names and numbers to identify each candidate's examination paper.
- (h) Items 6(a) to 6(g) shall be varied only where the context of the Larson arbitration award dictates for the employees named therein.

7. EXAMINATION STANDARDS

In order to qualify for promotion each candidate must obtain not less than a sixty-five percent (65%) average and be judged promotable.

8. ADJUDICATION OF EXAMINATIONS

In the adjudication of examinations, the following marks are to be used as the minimum passing mark:

Written test	fifty-five percent (55%)
Practical examination	fifty-five percent (55%)

9. AFFECT OF EXAMINATION RESULTS

- (a) Examination results shall be posted only as pass or fail. Individuals shall be advised of their own marks only.
- (b) Candidates obtaining a qualifying mark on their first attempt shall enter the Officers' Eligibility Pool with seniority within the Pool according to their seniority in the Department, with the proviso that no employee already in the Pool can be

"bumped" by an employee who is senior in length of service but who qualifies later.

- (c) Unsuccessful candidates who have failed the examinations for the first time will be given the opportunity to again take an examination, in whole or in part, after not less than thirty days and not more than ninety days after their first failure.
- (d) If a candidate is successful in the second attempt, the candidate will enter the Promotion Pool within the Pool as of the date of passing the examination.
- (e) A candidate who fails the examination the second time will be given the opportunity to retake the whole examination set after a period of not less than one year.
- (f) A candidate who fails the examination the third time will not, except due to extenuating circumstances and at the discretion of the Promotion Board, be eligible to rewrite the examinations.
- (g) In any event, a candidate will retain their seniority rights within the Department for purposes of Vacation and Long Service Leave accrual, Sick Leave accrual, shift seniority and, as applicable, service pay entitlement.
- (h)
 - (i) The foregoing procedure, Section 9(a) through 9(g), will not apply to those employees named in the Larson Arbitration award who will have three years from the commencement of the Captain Training Program in which to qualify. Those not passing within the three years will, in accordance with the arbitration award, revert to the rank of Lieutenant and will maintain their seniority rights as in Section 9(g) above.
 - (ii) Those employees referred to in Section 9(h)(i) who do not qualify as specified in the arbitration award shall not, except due to extenuating circumstances, and at the discretion of the Promotion Board, be eligible to re-write the examinations.

CARRIED FORWARD AND
EFFECTIVE FOR THE TERM OF
THE 2000-02 COLLECTIVE AGREEMENT

APPENDIX 2LETTER OF UNDERSTANDING

between the

CORPORATION OF THE DISTRICT OF WEST VANCOUVER

and the

WEST VANCOUVER FIREFIGHTERS' UNION, LOCAL 1525

FIRE PREVENTION OFFICE

This Letter of Understanding reflects the Agreement reached between the parties regarding the West Vancouver Fire Prevention Division. Further, this Agreement supersedes, replaces and cancels any and all previous Agreement on the subject of staff movement into and/or out of the Fire Prevention Division. In addition, the applicable Sections of the West Vancouver Fire Department Promotion Procedure shall be waived in the matter of promotions in the Fire Prevention Division to allow the execution of the following:

1. FIRE PREVENTION DIVISION

The bargaining unit positions in the Fire Prevention Division shall include that of a Fire Prevention Officer - Captain.

2. FIRE PREVENTION OFFICER - CAPTAIN

The following shall apply to this position:

- (a) The first six (6) months of employment in this position shall be considered as probationary.
- (b) If the probationary Captain proves to be unsuitable during the probationary period or wishes to return to the Fire Suppression Division during this time, the employee shall return to the Fire Suppression Division by reverting to their seniority position and rank within that Division unless the employee was already an employee of the Fire Prevention Division, in which case the employee shall remain in the Fire Prevention Division but shall return to their previous rank.

- (c) All promotions which occurred as a result of the incumbent moving from their previous position into the Fire Prevention Division or Fire Prevention Officer - Captain position shall be reversed in the event that Section (b) above is exercised.
- (d) The salary paid the incumbent shall be that for the rank of Captain.
- (e) The hours of work shall be thirty-five (35) hours per week with the work schedule to be determined by the Fire Chief or designate.
- (f) All other working conditions and benefits not included in the Collective Agreement shall remain unless otherwise agreed to between the parties.
- (g) A permanent Fire Prevention Officer - Captain wishing to return to the Fire Suppression Division shall be subject to the following:
 - (i) There must be an opening in the Fire Suppression Division.
 - (ii) The returning Fire Prevention Officer - Captain shall not return to the Fire Suppression Division for the purpose of filling an existing promotional opportunity. He shall not be eligible for promotion or acting time at a higher rank for a term of one (1) year and shall remain in this position until a vacancy becomes available.
 - (iii) The above Sub-section 2(g)(ii) shall not apply to the Fire Prevention Officer - Captain incumbent in this position as of the date of signing of this Letter of Understanding. Notwithstanding Sub-section 2(g)(ii) above, the incumbent Fire Prevention Officer - Captain shall be able to return to Fire Suppression where a vacancy exists.

3. OTHER BARGAINING UNIT POSITIONS APPOINTED

- (a) Appointment to other bargaining unit positions, which may be established, shall be made from within the bargaining unit, and shall be for a minimum period of one (1) year, and with the approval of an incumbent may be extended beyond one (1) year at the discretion of the Fire Chief.
- (b) All such positions shall have a probationary period of six (6) months.
- (c) The hours of work of all such positions shall be thirty-five (35) hours per week, with the work schedule to be as determined by the Fire Chief or designate.

- (d) In the event that there are no internal Firefighter applications for a vacant Fire Prevention Inspector position, then a non-Firefighter may be hired as a Fire Prevention Inspector at the Firefighter scale specified under Fire Prevention in Schedule "A".
- (e) All such bargaining unit positions equal to or below the rank of Captain shall be subject to the "returning provisions" as set out under Section 2(g)(i) and 2(g)(ii) above.

4. PROMOTIONS WITHIN THE FIRE PREVENTION DIVISION

Promotions within the Fire Prevention Division shall, insofar as is possible, be made from within the Fire Prevention Division.

5. TERMS AND CONDITIONS OF EMPLOYMENT

All other terms and conditions of employment for Fire Prevention Division employees shall be as per the current Collective Agreement between the Municipality and the Union.

FOR THE MUNICIPALITY:

FOR THE UNION:

"I.T. Lester"

"Barry Campbell"

"Colin Evans"

"N.E. MacLeod"

"Walter D. Reynolds"

"A. Lima"

Date: 1990 August 28

Date Signed: 90.05.23

CARRIED FORWARD AND
EFFECTIVE FOR THE TERM OF
THE 2000-02 COLLECTIVE AGREEMENT

APPENDIX 3LETTER OF UNDERSTANDING

Attached is a listing by seniority of Firefighter Union employees employed by the Municipality as of this date. At subsequent dates the listing may be amended to reflect changes in Union manpower within the Department and which may or may not be attached to this Collective Agreement. Any such changes made shall not be reason to open for bargaining nor void the Collective Agreement.

BARGAINING REPRESENTATIVES FOR
THE MUNICIPALITY:

“I.T. Lester”

“Colin Evans”

“Walter D. Reynolds”

BARGAINING REPRESENTATIVES FOR
THE UNION:

“Barry Campbell”

“Pat Hampson”

Date: 1982 July 06

Date Signed: 1982 July 02

AMENDED DURING THE DRAFTING OF THE 2000-02 COLLECTIVE AGREEMENT.

CARRIED FORWARD AND
EFFECTIVE FOR THE TERM OF
THE 2000-02 COLLECTIVE AGREEMENT

SENIORITY LIST

(as of 2001 August 29)

Badge #	Name	TOS Mun.	TOS Fire	Badge #	Name	TOS Mun.	TOS Fire
34	Capt. R. Titcomb		700702	110	F/F D. Pavich		860929
41	Capt. K. Clifford	690401	701201	111	Capt. (FPO) M. Ernst		860929
46	Capt. G. McCuaig	700703	710401	112	F/F B. Walker		870119
47	Capt. D. Tyler		720501	113	F/F L. Shearer		870525
55	Capt. B. Burnett		730816	114	F/F M. Leduc		880711
56	Capt. D. Hawkes		730816	115	F/F M. Fonseca		890724
57	Capt. R. Kluczynski (FPO)		730816	116	F/F R. Heath		890724
58	Capt. F. Bain		730816	117	F/F B. Lang		890724
59	Capt. J. Marsh		730816	118	Mech D. Buckle	871020	890814
62	Capt. E. Virs		740801	119	F/F D. Pistilli	890821	890905
63	Capt. D. Steinbart		740801	120	F/F A. Bird		900205
67	Capt. H. Boswell		750702	121	F/F T. Skolsky		900402
70	Capt. R. Davidson		750702	122	F/F G. Graham		900904
71	Capt. D. Thomasson		750723	123	F/F R. Stockford		901029
74	Capt. D. Jamieson	750301	770919	124	F/F D. Ruckle		901029
75	Lieut. M. Fisher		770919	125	F/F J. Port		901029
76	Lieut. G. Shepherd		770919	126	F/F M. Wilkinson		901029
77	Lieut. O. Thomassen		770926	127	F/F D. Macdonald		901029
79	Lieut. W. Webb		780301	128	F/F J. Brownlee		901029
80	Capt. P. Giovinazzo (T.O.)		780501	129	F/F S. Sanders		901029
82	Lieut. R. Michael		780717	130	F/F G. Howard		901029
84	Lieut. K. Catlin		780725	131	F/F T. Attieh		901029
86	F/F P. Durber		790501	132	F/F J. Bush		901029
87	F/F R. Whibley		790501	133	F/F T. D'Angelo		920519
88	F/F M. White		790501	134	F/F M. Mullin		930208
89	F/F S. Gye		790501	135	F/F D. Clark		951002
90	F/F W. Phillips		801117	136	F/F C. Kuester		961209
91	F/F M. Barton		810309	137	F/F S. Johnson		961209
92	F/F J. Orr		810309	138	F/F J. Young		980223
93	F/F G. Holt		810309	139	F/F B. Germscheid		980223
94	F/F R. Penhall		810309	---	Safety Educator M. James		981014
95	F/F S. Jones (T.O.)		810622	140	F/F F. Batistini		981201
96	F/F W. Letham		810713	141	F/F J. Calder		981201
97	F/F R. Samson		811130	143	F/F C. Royle		981201
99	F/F R. Allan		820308	144	F/F J. Maros		990104
100	F/F J. Whittall	760809	820920	145	F/F M. Hodges	951106	990208
101	F/F W. Leas		820920	146	F/F C. Smith		990621
102	F/F P. Touhey		830926	147	F/F G. Michael		990621
103	F/F R. Chorley		830926	148	F/F G. Caravatta		990621
104	F/F C. Manns		840827	149	Hold		
---	PFP D. Simmons	801001	850101	150	Hold		
105	F/F C. Brolly		850211	151	F/F E. Blank		000110
106	F/F G. Luscombe		850729	152	F/F G. Small		000110
108	F/F E. Boyum		860929	153	F/F G. Krogel		000110
109	F/F G. McLennan	800128	860929	154	F/F F. Ray		001120

<u>Badge #</u>	<u>Name</u>	<u>TOS Mun.</u>	<u>TOS Fire</u>	<u>Badge #</u>	<u>Name</u>	<u>TOS Mun.</u>	<u>TOS Fire</u>
155	F/F C. Christie		001120	156	F/F J. Leduc		001120

*Layoff, promotion and acting pay subject to 1990 July 12 Munroe Arbitration Award.

APPENDIX 4

LETTER OF UNDERSTANDING
 BETWEEN THE
 CORPORATION OF THE DISTRICT OF WEST VANCOUVER
 AND THE
 WEST VANCOUVER FIREFIGHTERS' UNION, LOCAL 1525

This Letter of Understanding confirms the agreement between the parties regarding the minimum number of Instructors per shift, overtime payment for off duty time and the remuneration for the members of the Union doing the job of First Responders Instructors.

1. There shall be a minimum of one (1) Instructor per shift.
2. Overtime accrued in the obtaining of an Instructors Ticket for this position shall be subject to the same conditions as laid out in the Letter of Understanding regarding Employee Training (Appendix 5).
3. Instructors shall receive, as compensation for the on shift instruction of the course, four (4) duty shifts in time off for each year in which they are instructing the course.
4. The conditions as set out in the Letter of Understanding - Appendix 5 - Employee Training shall apply to the taking of the duty shifts given as compensation to the Instructors, however, the section dealing with automatic payout after one (1) year of banking shall not apply to these duty shifts.
5. The procedure, as outlined above, shall remain in effect from year to year from the date of signing and shall remain so unless either party gives the other party written notice of a desire to amend, change or cancel the document and such notice shall be considered to be thirty (30) days.

FOR THE UNION:

“B. Campbell”

“N. MacLeod”

FOR THE MUNICIPALITY:

“J. Rowlands”

Date Signed: 1993 May 19

CARRIED FORWARD AND
 EFFECTIVE FOR THE TERM OF
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