

# Collective Agreement between



The City of Fort St. John  
And



The Fort St. John Fire  
Fighters Association  
I.A.F.F. Local 2143

January 1, 2016 to December 31, 2019



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## **DEFINITIONS**

### **FOR THE PURPOSE OF THIS AGREEMENT**

“AGREEMENT” shall mean the Collective Agreement between the City and the Union, for the period effective through to the expiration of the Contract.

“CAPTAIN” means an employee appointed as Captain and includes, when necessary, the person acting in such capacity.

“CHIEF” or “FIRE CHIEF” means the person appointed by the Council to be in charge of the Fort St. John Fire Department and includes the Deputy Chief when acting in the position of “Chief” or “Fire Chief”.

“CITY MANAGER” means the senior administrative officer of the City of Fort St. John, or his/her delegate.

“DAY” means a 24-hour period of time commencing at midnight.

“DAY OFFICER” means an officer working a regular day shift.

“DEPARTMENT” or “FIRE DEPARTMENT” when used in this Agreement, means of the Fire Department of the City of Fort St. John.

“DUTY SHIFT” means, for the purposes of calculating pay entitlement, a twelve hour shift.

“EMPLOYEE” shall mean an employee of the Municipality who is within the unit of employees for whom the Union 2143 has been certified as bargaining authority for.

“EMPLOYER” shall mean the City of Fort St. John.

“FIREFIGHTER – FOURTH CLASS” means an employee with less than twelve (12) months service with the Department.

“FIREFIGHTER – THIRD CLASS” means an employee who has completed twelve (12) months but less than twenty-four (24) months service with the Department.

“FIREFIGHTER – SECOND CLASS” means an employee who has completed twenty-four (24) months but less than thirty-six (36) months service with the Department.

“FIREFIGHTER – FIRST CLASS” means an employee who has completed thirty-six (36) months service with the Department.

“LIEUTENANT” means an employee appointed as Lieutenant and includes, when necessary, the person acting in such capacity.

“OFFICER” means an employee with a rank designation above Firefighter.

“PERMANENT EMPLOYEE” means one who has been in the service of the City of Fort St. John Fire Department continuously for a period of six (6) months and has been confirmed in writing by the City Manager on the recommendation of the Fire Chief.

“PROBATIONARY EMPLOYEE” means one who is a new employee and is filling a permanent position but who is fulfilling his Probationary Period towards permanency.

“PROBATIONARY PERIOD” means that time spent by an employee prior to being confirmed in the position for which he was hired.

“SHIFT” means one of the four individual established duty rosters;

“UNION” shall mean the Fort St. John Firefighters Local 2143 of the International Association of Firefighters.

## **COLLECTIVE AGREEMENT**

**BETWEEN:** THE CITY OF FORT ST. JOHN  
(hereinafter called the "City")  
PARTY OF THE FIRST PART

**AND:** FORT ST. JOHN FIRE FIGHTERS LOCAL 2143  
(hereinafter called the "Union")  
PARTY OF THE SECOND PART

### **ARTICLE I - PREAMBLE**

#### **1.1 Purpose of Agreement**

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties to this agreement share a desire to improve the quality of the Fort St. John Fire Department. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the municipal service in which members of the bargaining unit are employed.

#### **1.2 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

#### **1.3 Conflict with Regulations**

In the event that there is a conflict between the contents of this agreement and any regulation made by the employer, or on behalf of the employer, this agreement shall take precedence over the said regulation.

#### **1.4 Changes in Agreement**

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

## **1.5 Discrimination and Harassment Under the Human Rights Act**

### **(a) Purpose**

The City of Fort St. John, in co-operation with the Union, will promote a work environment that is free from harassment and discrimination where all employees are treated with respect and dignity.

Discrimination and harassment relates to any of the prohibited grounds contained in the B.C. Human Rights Act. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident of a series of incidents depending on the context.

Employees have the right to employment without discrimination or harassment because of race, colour, ancestry, place of origin, religion, family status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, and criminal or summary offence unrelated to their employment.

Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This clause does not preclude an employee from filing a complaint under Section 8 of the BC Human Rights Act, however, an employee shall not be entitled to duplication of process. An employee making a complaint of harassment must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in the Harassment Policy and Procedure. In either event a complaint of harassment shall not form the basis of a grievance.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 10.

(b) Sexual Harassment

Sexual Harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment.

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work related consequences;
- unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;
- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(c) Procedures

1. All persons involved in the handling of a complaint under these procedures shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) and Employer will be made aware of all or part of the proceedings on a "need to know" basis.
2. Before proceeding to the formal complaint mechanism an employee who believes he or she has complaint of harassment or discrimination may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complaint's satisfaction the matter is deemed to be resolved.

3. If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within six (6) months of the alleged assurance. The manager will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The employee may have a union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.
4. If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the City Manager or his/her designate within thirty (30) days of receiving the manager's response or when the response was due.

A written complaint shall specify the details of the allegation(s) including:

- name and title of the respondent;
  - a description of the action(s), conduct, events or circumstances involved in the complaint;
  - the specific remedy sought to satisfy the complaint;
  - date(s) of incidents;
  - name(s) of witnesses (if any);
  - prior attempts to resolve (if any).
5. The City Manager or his/her designate will acknowledge, in writing, receipts of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within thirty (30) days of providing notice to the City Manager or such later date as may be mutually agreed by the City and the Union.
  6. Where the matter is not resolved pursuant to (5), the Union may refer the matter to Arbitration.

## **1.6 Personal Harassment**

Personal Harassment takes place when a person acts in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Personal harassment does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

Procedures:

1. If there is an allegation of personal harassment, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within thirty (30) days of the alleged occurrence. The supervisor/manager will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The supervisor/manager will discuss the proposed resolution with the employee. The employee may have a steward present during these discussions.
2. If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the City Manager or his/her designate within thirty (30) days of receiving the supervisor's/manager's response or when the response was due. The written statement will provide the full particulars of the allegation including the name(s) of the individual(s) involved, the date(s), the wrong doing which is alleged to have occurred and an outline of the steps which have been taken to resolve the matter in paragraph 1 above. The City Manager may provide the respondent with a copy of the complaint.
3. The City Manager or his/her designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The union and the employees involved in the allegation shall be advised in writing of the proposed resolution within thirty (30) days of providing notice to the City.

Where the matter is not resolved pursuant to paragraph 3 above, the Union may refer the matter to Arbitration within thirty (30) days of receiving the City Manager's response or when the response was due.

## 1.7

### **General Clause**

The parties to this agreement mutually agree that matters of precedence and procedure and interpretation of this agreement established in the past between the parties shall continue in full force and effect although not specifically referred to herein except where such precedent, procedure or interpretation has been specifically negotiated.



## **1.8 Legislative Changes**

If the premiums paid by the employer for any employee benefit covered by this Agreement is reduced as a result of any legislative action, the amount of the savings shall be used to increase other benefits available to the employee, in the ratio to which the contributions were paid.

## **ARTICLE II - COVERAGE**

### **2.1 Members Covered**

Whereas the City is an Employer within the meaning of the "Labour Relations Code" of the Statutes of British Columbia, 1973;

And whereas the Union is the duly certified bargaining agent for the employees of the Fort St. John Fire Department except for those employees excluded by provisions of the aforesaid Labour Code of British Columbia and without restricting the generality of the foregoing, save and except the following:

- (a) Fire Chief
- (b) Deputy Fire Chief
- (c) Clerical workers and other office staff

This agreement shall constitute inter-alia, the wages and working conditions for the employees in respect of whom the union is so certified.

### **2.2 Management's Rights**

Subject to the grievance procedure, the union recognizes the right of the employer to operate and manage the business of the City in all respects, and in accordance with its commitments and responsibilities, and to make and alter from time to time as the necessity arises, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this agreement. Such rules and regulations and amendments thereto shall be communicated in writing to the union.

## **Article III - Terms of Agreement**

### **3.1 Length of Contract**

Both parties agree that subsections 50(2) and 50(3) of the Labour Relations Code of British Columbia shall be excluded from and shall not be applicable to the new Collective Agreement.

This agreement shall be for the term of four (4) years from and including the 1st day of January, 2016 to and including the 31st day of December, 2019 and shall remain in full force and effect thereafter from year to year unless either party, within four (4) months immediately preceding the 31st day of December, 2019, or within four (4) months immediately preceding the 31st day of December in a subsequent year, gives to the other party written notice of its desire to terminate or amend such agreement.

### **3.2 Copies of the Agreement**

It is understood that all employees in the bargaining unit shall be supplied with a copy of the Collective Agreement. The cost shall be shared equally between the Employer and the Union.

## **ARTICLE IV - UNION RECOGNITION AND RIGHTS**

### **4.1 Bargaining Agent**

The City hereby recognizes and acknowledges the union as the sole bargaining agent for those employees of the City (hereinafter referred to as "Fort St. John Fire Department" as the context may require) with the exceptions of those employees hereinbefore mentioned.

### **4.2 Membership in Union**

The City shall require that all new employees shall apply to become members of the Union within 30 days of commencing their employment and all employees shall, during the term of this agreement, remain members in good standing of the union.

### **4.3 Check-Off Dues**

The City agrees that, upon receipt of written authorization in form satisfactory to the City, it will deduct from the employees' salary all initiation dues, union dues and assessment levied in accordance with the bylaws of the union.

### **4.4 Correspondence Between Parties**

The employer agrees that all correspondence between the employer and the union related to matters covered in this agreement shall be sent to the President or Secretary of the union or their designate. The employer agrees that a copy of any correspondence between the employer and any employee in the bargaining unit covered by this agreement pertaining to the

interpretation or application of any clause in this agreement, shall be forwarded to the president or Secretary of the Union or their designate.

#### **4.5 No Discrimination**

The employer and the union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the union.

#### **4.6 Absence from Duty of Union Officials**

- (a) The President and up to three (3) duly elected representatives of the union will be granted permission by the employer to attend negotiating meetings and for the purpose of settling a grievance under the grievance procedure of this agreement and shall suffer no loss of pay of the time so spent.
- (b) Time off without pay shall be granted to official representatives of the union upon application to and by permission of the City Manager or Fire Chief when it becomes necessary to transact business in connection with matters affecting members of the union.

### **ARTICLE V - REMUNERATION**

#### **5.1 Rates of Pay**

- (a) It is agreed by the Employer and Local 2143 that it is the intent of this Agreement to maintain parity with the Delta Fire Fighters' Union International Association of Fire Fighters, Local 1763.
- (b) The rates of pay shall be as set out in Schedule "A" of this Agreement.

#### **5.2 Acting Pay**

Any person covered by this agreement who is assigned the responsibilities and carries out the duties incidental to a position of rank senior to that which he normally holds shall be paid at the rates according to that position as per Schedule "A".

#### **5.3 Acting Pay Prior to Vacation**

When acting in such higher capacity for a minimum of thirty (30) days prior to vacation, such person shall receive the higher rate of pay for vacation pay.

#### **5.4 First Responder Level 3 Certification**

An employee holding a valid First Responder Level 3 Certificate or equivalent (e.g. valid Primary Care Paramedic Certificate or a valid Emergency Medical Responder Certificate) shall receive compensation in the amount of \$68.00 per month.

#### **5.5 Call-out and Overtime**

All time worked beyond an employee's regular work shift at the request of the City shall be deemed to be overtime and shall be paid at the rate of one and one half (1 1/2) times his regular rate of pay for the first three (3) consecutive hours worked and double his regular rate of pay for each consecutive hour worked thereafter.

- (a) An employee who is called back to work outside his regular working hours shall be compensated for a minimum of three (3) hours at one and one half (1 1/2) times his regular rate of pay and double his regular rate of pay for each consecutive hour worked thereafter. Call-out working hours shall commence from the time the employee leaves his home to report for duty until the time of arrival back at home proceeding directly to and from work.
- (b) Call-out and overtime shall be calculated in thirty (30) minute increments. Employees shall not be compensated for a period of overtime less than fifteen (15) minutes per day.
- (c) An employee called out or on overtime on a Paid Holiday named in Article 7.7 shall be compensated at 1.5 times basic pay for the first three (3) hours and three (3) times basic pay thereafter.
- (d) To allow banking of overtime to a maximum of ninety-six (96) hours on a calendar year (January 1st to December 31st) basis with a minimum of one week's notification prior to taking the banked overtime hours. The granting of the banked overtime hours shall be at the Fire Chief's discretion to schedule accordingly for the Department. Any banked overtime hours remaining at December 31st (calendar year) shall be automatically paid out.
- (e) This article does not apply to training as outlined in Article 12 of the Collective Agreement.

## **5.6 Meal Allowance**

When an employee is required to work a minimum of two and one half (2 1/2) hours overtime immediately before or after completion of his scheduled daily hours, he shall be provided with a meal or shall be reimbursed in the amount of \$16.00. A meal break of one-half (1/2) hour with pay will be given.

- (a) If the employee continues to work overtime beyond three (3) hours, a further meal allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every three (3) hours worked thereafter.
- (b) At the sole discretion of the Fire Chief or his representative and in such manner as is prescribed by him, arrangements will be made during any prolonged major incident for the employees to receive nourishment.
- (c) When an employee is called out for overtime prior to his scheduled shift and it was not possible to give sufficient notice to permit preparation of the meal normally taken to work, the employer shall provide the meal.
- (d) When an employee is required to perform his duties outside the City limits the employee shall be provided with a meal when their duties are being performed during a scheduled meal time.

## **5.7 Remuneration for Mandatory On Call**

Employees designated by the Employer for mandatory on call shall be compensated at the rate of thirteen percent (13%) of a first class firefighter per hour for each hour designated. This pay is in addition to overtime paid for work under Article 5.5. During the period that an employee is designated on call, the employee must remain within the fire protection area.

## **5.8 On Call Officer**

- (a) When the Chief and the Deputy Chief are unavailable, an employee assigned as an On Call Officer shall be compensated at a premium of seventeen (17%) of a first class firefighters wage for each hour assigned outside of their regular working hours.

- (b) The employee assigned as On Call Officer shall receive \$2.00 per hour in addition to their regular hourly rate or their call out rate as per Article 5.5.

During the period that an employee is assigned On Call Officer, the employee must remain within the fire protection area.

## **ARTICLE VI - WORKING CONDITIONS**

### **6.1 Hours of Work**

Hours of duty shall be in accordance with the Fire Department Act of the Province of British Columbia.

- (a) The basic work week for all employees covered by this agreement shall average not more than 42 hours per week. Shifts shall consist of two (2) ten hour day shifts followed by two (2) fourteen hour night shifts.

- (b) Section (a), above does not apply to a Day Officer.

### **6.2 Lay-offs**

In the event that it becomes necessary to lay off employees the order in which they will be laid off will be determined in reverse order of seniority.

### **6.3 Disability**

Bonafide sickness, or disability resulting from an accident sustained in the course of his employment, shall not constitute a ground for the discharge of any employee, provided that it is possible for such employee, in the opinion of the medical officer or consultant of the corporation, upon recovery, to carry on duties in the fire service of the corporation, and subject to the opinion of the said medical officer or consultant such employee shall continue in the position held by him prior to such sickness or accident.

### **6.4 Handicapped, Injured or Older Worker**

Requests for alternate employment are subject to a joint process involving the Union, the employee, employee's manager or supervisor, IAFF Joint Labour Management Wellness and Fitness initiative physician, human resources, safety and the insurer (where required). If the joint process deems that suitable alternate employment is available for the employee, a mutually agreed upon "Modified Work Plan" will be developed. The principle behind the Plan will be to modify the employee's regular position through the least possible changes to both the employee's regular position and/or other positions. Any position modified, reserved and/or created

under this provision shall be deemed temporary unless mutually agreed to by the Union and the Employer.

## **6.5 Re-employment**

A regular employee who resigns his position and within sixty (60) days is re-employed as a regular employee shall be granted a leave of absence without pay covering those days absent and shall retain all provisions and rights in relation to seniority and other fringe benefits, provided he has not withdrawn his superannuation contributions.

## **6.6 Promotion**

When making a promotion the City shall promote in accordance with a mutually agreed City of Fort St. John Fire Department promotional policy. All promotions and transfers shall be subject to a six (6) month probationary period during which time the promoted candidate shall prove to the satisfaction of the Fire Chief that they can perform the duties of the rank to which they have been promoted. Should a candidate's performance prove unsatisfactory, or the candidate determines that they are unable to perform the duties of the position, the candidate shall revert to their former position without loss of seniority. Other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former positions without loss of seniority.

## **6.7 Dismissal, Suspension and Discipline**

### **(a) Burden of Proof**

In all cases of discipline, the burden of proof of just cause shall rest with the employer.

### **(b) Dismissal**

The employer or his designate may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons of dismissal.

### **(c) Suspension**

The employer or any official specifically authorized by the City Manager may suspend any employee for just cause. Notice of suspension shall be in writing and shall set forth the reason for the suspension.

(d) Dismissal, Suspension and Grievances

All dismissals and suspensions will be subject to formal grievance. A copy of the written notice of dismissal or suspension shall be forwarded to the President or Secretary of the union within five (5) days of the action being taken.

(e) Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his file, he shall be entitled recourse through the grievance procedure and the eventual resolution thereof shall become part of his personnel record. Upon the employee's request any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of twenty-four (24) months from the date it was issued provided there has not been a further infraction. The employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

(f) Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the appraisal. Provision shall be made on the evaluation for an employee to sign it. The form shall provide for the employee's signature in two places; one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the appraisal.

An employee shall upon request, receive a copy of this evaluation report at time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.



(g) Personnel File

The President or Secretary of the union or his designate, shall, upon the written authority of an employee, be entitled to review an employee's personal file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance.

(h) Right to Have a Steward Present

An employee shall have the right to have his steward present at any discussion with supervisory personnel which the employee has been advised might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his steward providing that this does not result in an undue delay of the appropriate action being taken. A steward shall have the right to consult with a staff representative of the union and to have a local representative present at any discussion with supervisory personnel which the steward has been advised might be the basis of disciplinary action against the steward providing that this does not result in an undue delay of the appropriate action being taken.

## 6.8 Probation

- (a) Each employee shall be considered to be employed on a probationary basis until one (1) year of satisfactory service with the Fire Department has been completed by the employee. In the event that during the probationary period a new employee is off work on an approved Leave of Absence, the probationary period will be extended by the amount of time that they are on such leave.
- (b) The employer may dismiss a probationary employee for just cause. The test of dismissal for just cause shall be a test of suitability for the probationary employee for continued employment in the position to which he has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

## 6.9 Work Coverage

Employees covered by this agreement shall not be required to perform any work or duty not in any way connected with:

- (a) The prevention and suppression of fires.

- (b) Normal rescue and safety services.
- (c) The routine housekeeping of fire halls, and routine painting and maintenance of equipment.

#### **6.10 Riot Control and Bomb Search**

Fire Department employees shall not participate in riot control or bomb search and disposal situations.

#### **6.11 Seniority Rights**

An employee shall only lose seniority in the event:

- (a) He is discharged for just cause
- (b) He resigns
- (c) He is laid off for a period exceeding one (1) year, or if he fails to return to work within seven (7) calendar days following a layoff, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the City informed of his current address.

Seniority will not accrue during a period of layoff or leave of absence without pay.

#### **6.12 Seniority List**

The city shall maintain a seniority list indicating the date of hire of each employee.

#### **6.13 Posting Fire Vacancies**

Notices of vacancies required to be filled, shall be posted on the Fire Department Bulletin Board for a period of fourteen (14) calendar days prior to the vacancy being filled.

#### **6.14 Platoon Transfer**

An employee being transferred either temporarily or permanently from one platoon to another shall be provided with a minimum of fourteen (14) days written notice of the transfer. The transferred employees approved vacation time will remain in place. Notwithstanding the above

requirements, the Deputy Fire Chief will make all reasonable efforts to provide as much notice of the transfer as possible.

## ARTICLE VII - VACATION AND PAID HOLIDAYS

### 7.1 Vacation Year

For the purposes of this article a vacation year shall be the calendar year commencing January 1st and ending December 31st.

### 7.2 Vacation Entitlement

Annual vacation entitlement is as follows:

Vacation Year	Vacation Duty Shifts
1st	8
2nd and 3rd	12
4th to 9th	16
10th	17
11th	18
12th	19
13th	20
14 <sup>th</sup>	21
15th to 19th	22
20th to 24th	22 + 4
25th to 29th	22 + 4
30th to 34th	22 + 4
35th to 39th	22 + 4

In each 5 year block starting in the 20<sup>th</sup> vacation year, the additional four shifts per year may, by mutual agreement:

- (a) be taken in advance of earning them to a maximum of twenty (20) shifts
- (b) be carried forward to a maximum of twenty shifts which must be taken by December 31st in the 24<sup>th</sup>, 29<sup>th</sup>, 34<sup>th</sup> or 39<sup>th</sup> year of service

In the case of termination or during an employees' first partial year of service, vacation will be pro-rated based on 1/12 of the employees annual entitlement for each month in which the employee has received at least 8 shifts pay at straight time rates. Where an employee has taken more vacation than entitled to on the foregoing basis, the Employer shall recover the unearned portion.

### **7.3 Leave on Annual Vacation**

An employee who qualifies for leave without loss of pay as referred to herein may be granted such leave when on annual vacation if approved by the Fire Chief. An employee who is absent on Workers' Compensation shall not be entitled to such leave without loss of pay.

### **7.4 Carry Forward of Annual Vacation**

Employees may carry forward four (4) vacation duty shifts into the next vacation year. Additional vacation duty shifts may be carried forward with approval of the City Manager.

### **7.5 Vacation Leave On Retirement**

Employees leaving on superannuation, or upon leaving at reaching maximum retirement age, are entitled to vacation pay as follows:

- (a) If retiring prior to April 1, they receive one-half (1/2) of the usual annual vacation;
- (b) If retiring April 1 or later, they receive the full annual vacation entitlement.
- (c) Employees leaving the service of the Employer during the 20<sup>th</sup> year and beyond due to retirement will only be entitled to receive vacation pay based on vacation earned. Any shifts scheduled and taken in advance of earning will be repaid by the employee upon termination.

### **7.6 Paid Holiday Coverage**

In each calendar year employees, excluding Day Officers, shall be entitled to twelve (12) duty shifts in lieu of the paid holidays set forth in Section 7.7. plus one (1) duty shift in lieu of any other paid holiday declared by the Corporation, the Government of the Province of British Columbia or the Government of Canada.

In the case of termination, retirement or during the employees first part calendar year of employment, the employee will only be entitled to shifts in lieu as per (a) above for those Paid Holidays which occur during his period of employment within that calendar year. Such entitlement shall not include any Paid Holidays which fall during the employee's first thirty (30) calendar days of employment.

**7.7 Paid Holidays**

New Year's Day	Good Friday	Easter Monday
Victoria Day	Canada Day	B.C Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	B.C. Family Day

**7.8 Overtime on Paid Holidays**

All employees covered by this agreement and engaged in a type of work required to be performed continuously and on every day including paid holidays listed in 7.7 shall in addition to the entitlement set forth in that section, receive his regular rate of pay for such regular hours on duty of said paid holiday between the hours of 0001 and 2359.

**7.9 Overtime on Christmas Day and New Years Day**

All time worked by an employee on Christmas Day and on New Year's Day shall be compensated at the rate of two and one half (2 1/2) times his regular rate of pay with no day off in lieu or at one and one half (1 1/2) times his regular rate of pay with one (1) duty shift off in lieu.

**ARTICLE VIII - UNIFORMS AND EQUIPMENT****8.1 Clothing Issue**

For every employee covered by this agreement, the City shall issue clothing as outlined in Schedule C.

**8.2 Uniform Cleaning**

- (i) The Employer shall pay for the cleaning of clothing issue for all employees who are required to wear a uniform in the performance of their duties
- (ii) The Employer shall designate a cleaning establishment which will be authorized to perform cleaning for employees as set out under Section 8.2(i) above.

**8.3 Protective Clothing**

The City shall provide every employee covered by this agreement with protective clothing as per Worker's Compensation Board Regulations. The current NFPA Standard will be for any items not listed in Section 31 (WCB).

All such protective clothing and equipment shall be returned to the City when the employee ceases to perform such duties as would necessitate the use of same.

#### **8.4 Personal Effects**

Upon notification from an Employee, the Employer will repair or replace, personal items lost, stolen or damaged during the performance of their duty to a maximum of \$500.00 per incident subject to the approval of the Fire Chief.

### **ARTICLE IX - EMPLOYEE BENEFITS**

#### **9.1 Sick Leave**

##### **(a) Leave**

Employees shall earn sick leave with pay equivalent to fifteen (15) duty shifts per year, with no restriction as to the number of shifts that may be accumulated, however only one hundred and sixty (160) duty shifts will be allowed to be used in any one calendar year for illness or other times stipulated in this agreement.

- (i) Sick leave shall be credited on January 1st of each calendar year.
- (ii) Employees commencing employment part way through the calendar year will be granted sick leave shifts at the rate of one and one-quarter (1 1/4) shifts for each month worked. Shifts absent due to illness will be deducted from any accumulated sick leave shifts. Pay deductions may be made when there are no remaining accumulated sick leave shifts.
- (iii) Sick pay shall be paid at the employee's current rate of pay on the occasion of such sick day.
- (iv) In the event of the death of an employee, any unused sick leave credit shall be paid to the designated beneficiary of the deceased to a maximum of 160 shifts. The Employee bears the sole responsibility of keeping the named beneficiary current. Where there is no named beneficiary, where the beneficiary is deceased, or where the Employer has been advised that there is a dispute about the deceased employee's estate, then the payment shall be made to the estate.
- (v) Sick time shall be deducted in hours from an employee's accumulated sick time.

**(b) Proof of Illness**

- (i) The Employer may request an employee to produce a Certificate from a qualified Medical Practitioner for any illness certifying that such employee is unable to carry out his duties due to illness or non-compensable accident. The certificate shall be in the format designated by the Employer.
- (ii) The request for a certificate, when required, will be made at the time the employee notifies the Employer that he is ill.
- (iii) The cost of supplying such written information shall be borne by the Employer.

**(c) Notification**

All employees must notify their Supervisor as soon as reasonably possible on the day of absence due to illness. Failure to do so may result in loss of pay.

**9.2 Short Term Disability Program**

It is mandatory for all eligible full time and part time employees to enroll in the Short Term Disability Program on the first (1<sup>st</sup>) day of accident or the eighth (8) day of illness.

- (a) While on the Short Term Disability Program (STD) the employee shall receive the equivalent of seventy-five percent (75%), tax free, of his regular rate of pay up to a maximum of one thousand five hundred dollars (\$1,500) per week benefit with a Non-Evidence Medical Maximum of one thousand five hundred dollars (\$1,500) per week benefit.
- (b) To ensure that the employee is paid on a continuous basis, the Employer shall pay the employee the equivalent amount the employee would be paid under the STD Program until such time as the employee is receiving regular payment from the Carrier, providing the employee has completed the applicable forms. Upon receipt of monies from the Carrier, the employee shall reimburse the Employer.
- (c) Costs associated with transferring the employee on to the STD Plan and for all necessary medical forms shall be borne by the Employer.

- (d) Employees cannot use accumulated sick leave or access the Union's Sick Leave Bank to top up Short Term Disability Program benefits.
- (e) Employees eligible for Long Term Disability should refer to "Article 9.17 – Long Term Disability".
- (f) It is understood that it is the employee's responsibility to apply to the Pension Corporation to purchase his pensionable time for the period while he is on Short Term Disability. If the employee applies to purchase the time, the Employer agrees to pay the Employer's share of such purchase.

### **9.3 Bereavement Leave**

- (a) Bereavement Leave in the case of the death of an employee's wife, husband, common-law-spouse, child, ward, brother, sister, parent, aunt, uncle, guardian, parent-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law or other relative if living in the employee's household, an employee is entitled to leave, with pay, not to exceed four (4) regularly scheduled consecutive work shifts for the purposes of attending the funeral or memorial. Additional leave may be granted at the discretion of the City Manager.
- (b) In the case of death not covered in (a), upon application to and upon receiving the permission of the Fire Chief or his representative, an employee may be granted leave without loss of pay up to one half (1/2) day in order to attend a funeral as a mourner, or one (1) day to attend a funeral as a pallbearer.

### **9.4 Special Leave**

An employee shall be entitled, upon approval of the Fire Chief, to one (1) duty shift special leave at his regular rate of pay for unusual or unique circumstances. Such leave may be defined but not limited to the following:

- (a) employee's wedding
- (b) birth or adoption of the employee's child
- (c) serious household, family or domestic emergency

### **9.5 Leave for Medical and Dental Care**

- (a) Employees shall be permitted reasonable time off, with pay, for medical and dental appointments. Employees will provide the Fire



Chief, or his designate, a minimum of forty-eight hours of notice of such appointments. This notice may be waived for emergency or unusual circumstances. Employees will make an effort to schedule appointments outside of working hours whenever possible.

- (b) Employees required to travel to another medical centre shall be permitted reasonable time off, with pay. The employee may be required to produce a certificate from a qualified medical or dental practitioner at the nearest medical centre stating that treatment could not be provided by facilities or services available.

## **9.6 Elections**

An employee eligible to vote in a federal, provincial or municipal election or a referendum shall have four (4) consecutive clear hours in which the polls are open, in which to cast his ballot.

## **9.7 General Leave of Absence**

Employees desiring leave of absence for any reason, either with or without pay, shall submit an application for such leave to the Fire Chief or his representative who shall be the final authority.

## **9.8 Paternity Leave**

An employee whose spouse has given birth to a child shall be entitled to up to four (4) duty shifts leave with pay for the purpose of maintaining the household. Such leave may be deferred until the spouse's return from hospital.

## **9.9 Family Illness**

- (a) In the case of illness of a child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee shall be entitled, after notifying his supervisor, to use up to a maximum of two (2) shifts paid leave at one (1) time for this purpose.
- (b) In the case of illness of a spouse of an employee, and when no one at the employee's home other than the employee can provide for the needs of the child/children, the employee shall be entitled, after notifying his supervisor, to use up to a maximum of two (2) shifts paid leave at one (1) time for this purpose.

- (c) The maximum length specified for each circumstance shall not be exceeded, however, the leave may be granted more than once for the same circumstance within a calendar year, providing the total family illness leave, plus leave granted under Sections 9.3 and 9.4 does not exceed ten (10) working shifts per calendar year, unless additional special leave is approved by the Employer.
- (d) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.
- (e) Such leave is to be deducted from the employee's sick leave accrual, provided that the employee's personal sick leave accrued bank does not fall below twelve (12) days per year entitlement. If an employee requires any additional days granted, the employee must apply to the Union Sick Leave Bank.

#### **9.10 Basic Medical Insurance**

All employees, whether full time or part time, may choose to be covered by Medical Services Plan of British Columbia. The employer shall pay one hundred per cent (100%) of the regular premium. Benefits and premium rates shall be in accordance with existing policy of the plan.

#### **9.11 Extended Health Care Plan**

The employer shall pay one hundred per cent (100%) of the regular premium for full time employees entitled to coverage under a mutually acceptable Extended Health Care Plan.

#### **9.12 Chiropractor, Licensed/Registered Massage Therapist and Naturopath Fees**

The Employer will reimburse Chiropractor, Licensed/Registered Massage Therapist and Naturopath fees for employees to a maximum of \$600.00 per year.

#### **9.13 Dental Plan**

The employer shall pay one hundred per cent (100%) of the monthly premium for full time employees entitled to coverage under a mutually acceptable dental plan which the Municipality currently provides. The lifetime maximum for orthodontic services is \$6,000.00. The basic and major dental yearly maximum will be \$2,500.00 per person per year.

**9.14 Group Life**

- (a) The employer shall provide a mutually acceptable group life plan with benefits equivalent to twice the full time employee's annual salary, with a maximum of \$165,000.

The employer shall pay one hundred per cent (100%) of the premium on the base and the employees shall pay one hundred per cent (100%) of the premium for any insurance over \$165,000.

- (b) Employees hired on or after the signing of this agreement shall, as a condition of employment, enrol in the group life plan and shall complete the appropriate payroll deduction authorization forms.

**9.15 Pension Plan**

- (a) All employees shall be covered by the provisions of the Public Sector Pension Plans Act.
- (b) When a refund is payable to, or on behalf of, an employee under the Public Sector Pension Plans Act, the amount refunded that was contributed by the City on the employee's behalf under this agreement shall be refunded in trust to IAFF Local 2143.

**9.16 Medical Certificate & Fitness Requirement**

- (a) As a condition of employment, all employees covered by the agreement shall provide the employer with a medical examination report at the employer's request and in any case not less than every third year if the employee is under the age of forty years, and not less than every second year if the employee is forty years or over. Such examination shall be at the Employer's expense. The Employer will provide to the employee the examination requirements. Employees covered by this agreement must maintain a level of fitness that is appropriate to safely perform the duties of their positions.

**9.17 Long Term Disability**

It is mandatory for all eligible employees to enrol in the Long Term Disability Program on the first (1<sup>st</sup>) day of accident or illness in the seventeenth (17<sup>th</sup>) consecutive week (199<sup>th</sup> day).

- (a) If evidence is received that any employee has become totally and permanently disabled by accident, injury or disease, so that he will be permanently, continuously and wholly prevented thereby from performing any work for compensation or profit, then such employee shall be entitled to a total disability benefit, which when combined with

any compensation (other than an employee's privately purchased insurance) such as Workers' Compensation, and Disability Pension Benefits pursuant to the Canada Pension Plan, any periodic payments related to the disability under a "No-fault Automobile Insurance Policy", will achieve a benefit calculated as follows:

Sixty-six per cent (66.67%), of the first \$2,500 of the regular monthly salary at the time of disability, fifty-two and one half per cent (52.5%) of the next \$2,500 of the regular monthly salary at time of disability and forty per cent (40%) of the remaining monthly salary to a maximum of \$3,500 per month benefit with a non-evidence medical maximum of \$2,500 per month benefit. Such rate of benefit to be indexed annually in accordance with annual general wage increases to the monthly maximum. Benefits paid are tax-free.

- (b) The parties agree that application shall be made to the Commissioner of Municipal Superannuation for approval of the Long Term Disability Plan whereby the period of disability will be considered as "Service" and will be approved for purposes of an indexed pension at maximum retirement age without Superannuation contributions, pursuant to the Pension (Municipal) Act.
- (c) The benefit shall be continued during the period of total disability from year to year until the maximum retirement age of the employee pursuant to the Pension (Municipal) Act.
- (d) The employer shall pay 100% of the total cost of the disability benefit premiums and, in addition, will continue to pay the required premiums for the B.C. Medical Plan, Dental Plan, Extended Health Benefits Plan and Group Life Plan during the period of disability.
- (e) Employees cannot use accumulated sick leave, or access the Union's Sick Leave Bank to top up the Long Term Disability Plan benefits. However, it is agreed that those employees currently affected by this change will maintain the "top up" until such time that the employee resigns or July 1, 1999, whichever is sooner.

#### **9.18 Occupational Injuries - W.C.B.**

- (a) An employee who is disabled from employment due to an occupational injury or illness arising from, and caused by, his employment with the City, and chooses to be paid by the Employer during his time of disability, shall receive 80% of his regular salary. Workers' Compensation payments shall be paid directly to the City. If it is determined that WCB payments made to

the City exceed the 80% outlined above, the City will pay the employee the difference.

- (b) Notwithstanding (a) above, employees may choose to receive disability payments directly from WCB. Employees must indicate this to the Employer upon submission of their claim. It is understood that it is the employee's responsibility to apply to the Pension Corporation to purchase his pensionable time for the period while he is on WCB. If the employee applies to purchase the time, the Employer agrees to pay the Employer's share of such purchase.
- (c) The Employer will continue to pay 100% of the Health and Welfare benefit costs to employees on WCB, whether they are paid by the Employer or directly by WCB.

#### **9.19 Eye Glass Coverage**

Probationary and permanent employees shall be entitled to be covered under a Health Benefit Plan providing for reimbursement of up to:

- (a) \$600 per employee and dependant for the provision of eye glasses during each twenty-four month period
- (b) the cost of one eye exam per employee and dependent every two years

#### **9.20 Widow's Allowance**

If any employee is killed as a result of the performance of his duties in the preservation of life and property in active fire fighting including investigations and inspection work and approved fire fighting training and other assigned duties, a monthly supplement will be paid to the widow to bring her after-tax income from Workers' Compensation, Canada Pension and Municipal Superannuation and any other source of income not personally contracted for by the deceased member to an amount equal to the employee's regular net take-home pay (i.e. the regular monthly rate of pay of the deceased member less normal deductions) such payment to continue until such time the widow remarries or until the date the deceased member would have been entitled to Municipal Superannuation at maximum retirement age, as defined by the Pension (Municipal) Act, had he not been killed, whichever date shall first occur, provided:

- (a) The regular monthly rate of pay shall be that for the class of position held by the employee on the date of his death or pending at the time of his death and shall not include acting or temporary positions.

When calculating the rates of pay of the member, overtime rates of pay, shift differential, service pay and any other premium payments, allowances or benefits shall not be included.

- (b) The normal deductions shall include Income Tax, CPP, UIC, Superannuation (basic and supplemental), Union dues, Sick Plan premium and any other deduction which may be included in subsequent agreements.
- (c) The supplement shall be recalculated annually, in consideration of the indexing of WCB, CPP and Superannuation and the changes occurring in revisions to the Collective Agreement.
- (d) In the event the widow is under 40 years of age and is without dependent children, for the purposes of calculating the supplement, the WCB lump sum payment on the death of her husband shall be divided by the years from the date of his death to his maximum retirement date if he had lived.
- (e) In the event there is no surviving widow and there are dependent children, or upon the death of the widow subsequent to the death of the employee who leaves dependent children, the supplement shall be calculated as follows:
  - One child - a sum sufficient to bring the after-tax income of the child to one third (1/3) of the difference between the regular monthly pay of the deceased employee and his normal deductions, further abated by WCB, CPP and Superannuation and other sources not contracted for by the deceased employee.
  - Two or more children - as above except at the rate of 50%.
- (f) For the purpose of Sections (d) and (e), a dependent child shall mean:
  - (i) a child under the age of 18 years, including a child of the deceased employee yet unborn;
  - (ii) an invalid child of any age; and
  - (iii) a child under the age of 21 years who is regularly attending an academic, technical or vocational place of education on a full time basis.
- (g) Any sums of money payable by the City to any dependent child under the age of 18 years or to an invalid child may properly be paid by the City to the legal guardian of such dependent child whose receipt shall be a sufficient discharge to the City.

A calculation of the Pension due to the widow shall be made on the date the deceased employee would have been entitled superannuation pension at maximum retirement age, had the employee lived. From that date the City shall supplement the widow's income from WCB, CPP, Superannuation pension and any other sources as referred to herein, to bring the widow's income to the level of the superannuation calculation referred to less income tax on that sum.

## **9.21 Employee & Family Assistance Program**

- (a) The City and the Union recognize that a wide range of problems can adversely affect an employee's performance and that the parties have a responsibility to offer and provide assistance in helping resolve these problems in an effective and confidential manner at the earliest possible time.
- (b) The City and the Union will endeavour to assist an employee who recognizes the presence of a personal problem which is adversely affecting his/her job performance. The cost of the agreed upon referral agent will be borne solely by the City.
- (c) The joint Union/City committee on employee assistance shall be responsible for the administration of this programme. The Committee shall be comprised of an equal number of Union and City representatives and shall meet at the request of either party. The agent chosen as the referral agency shall be mutually agreed to between the parties.
- (d) Regular reports shall be sent to the Committee from the referral agency. The Committee may meet and review existing practices and make recommendations to amend the services being provided by the referral agent if necessary.
- (e) For the purpose of this policy, "personal problems" will be identified with issues such as marital or legal difficulties, financial concerns, psychological/stress related situations, drug and alcohol abuse and so forth.
- (f) (i) An employee will be considered absent due to illness and will receive the benefits for which he/she is eligible, pursuant to City policy and the Collective Agreement when:
  - (1) he/she requires time off from work for medical counselling or treatment appointments recommended by the referral agent and subsequently approved by the

City Manager. (Approval will only be withheld in exceptional circumstances).

OR

(2) he/she is unable to work, but is following a prescribed programme of treatment

OR

(3) he/she is accepted into the programme through a voluntary, Union, fellow employee or family referral.

(ii) An employee will continue to be eligible for benefits under (i), so long as he/she is co-operating fully in following the prescribed course of treatment.

(iii) The employee will be responsible for costs and expenses not normally covered by current medical and benefit plans which are associated with his/her treatment program, such as actual cost of residential treatment for chemical dependency. However, the City will ensure that transportation and accommodation costs will be provided to the employee when referral necessitates travel. Emergency requests for counselling that entail additional cost beyond the basic contract shall only be paid by the Employer when the Employer makes such a request.

(g) When an employee's job performance demonstrates the existence of a problem, the employee's immediate Supervisor, in consultation with the Municipal Manager, shall discuss the employee's job performance in detail with the employee privately and/or in conjunction with a Union representative.

(h) If the employee's job performance continues to deteriorate, the employee's immediate supervisor, in consultation with the Municipal Manager shall discuss the employee's job performance in detail with the employee in conjunction with the Union representative.

(i) If job performance continues to deteriorate and the employee cannot or will not improve his/her job performance, an appointment will be arranged immediately by the Municipal Manager with an employee assistance counsellor. Copies of all records and documents pertaining to an employee's unsatisfactory job performance and an employee assistance referral form signed by the employee and the Municipal Manager, will be forwarded to the counsellor.

(j) Should an employee decline any assistance or fail to reasonably follow a prescribed course of treatment and should his/her problems



continue to have an adverse effect on performance, the employee will be subject to normal disciplinary procedures.

## **9.22 Communicable Disease Protection**

To protect against the contraction of communicable disease for those employees working at demonstrable at-risk sites, the Employer agrees to pay at any cost, not covered by an Employee's own medical insurance coverage, for injections or medications (i.e. Hepatitis and Tuberculosis vaccinations).

## **9.23 Maternity Leave**

- (1) Upon written request, a pregnant Employee is entitled to up to 17 weeks of unpaid leave
  - (a) beginning
    - (i) no earlier than 11 weeks before the expected birth date, and
    - (ii) no later than the actual birth date, and
  - (b) ending
    - (i) no earlier than 6 weeks after the actual birth date, unless the Employee requests a shorter period, and
    - (ii) no later than 17 weeks after the actual birth date.
- (2) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or termination of the pregnancy, she is unable to return to work when her leave ends under subsection 9.23 (1) (b).

## **9.24 Parental Leave**

- (1) Upon written request an Employee is entitled to:
  - (a) for a birth mother who takes leave under Article 9.23 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 9.23 unless the Employer and Employee agree otherwise,
  - (b) for a birth mother who does not take leave under Article 9.24 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid

- leave beginning after the child's birth and within 52 weeks after that event, and
- (c) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
  - (d) for an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental leave, the Employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the parental leave set out above.
- (3) An employee's combined entitlement to leave under Article 9.23 and 9.24 is limited to 52 weeks plus any additional leave the Employee is entitled to under Articles 9.23 (2) and 9.24 (2).

#### **9.25 Request for Maternity or Parental Leave**

A request for leave must:

- (a) be given in writing to the Employer
- (b) be given to the Employer at least 4 weeks before the Employee proposes to begin leave, and
- (c) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the Employee's entitlement to leave.
- (d) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the Employee's entitlement to leave.

#### **9.26 Benefits Continuation during Maternity or Parental Leave**

- (a) If an Employee maintains coverage for medical, extended health, dental or group life, the Employer agrees to pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with clause 9.27, or fails to remain in the employ of the Employer for at least six months after their return to work, the Employee will repay monies paid pursuant to this clause on a pro-rata basis.

- (c) For the purposes of calculating an Employee's entitlement to vacation, notice of termination, and any pension, medical or other benefit plan, maternity leave is considered continuous service.
- (d) Employees shall continue to accrue seniority while on maternity or parental leave.

**9.27 Return to Work**

The Employee must advise the Employer, in writing, of their intent to return to work at least 1 month prior to the expiration of maternity/parental leave or the employee shall be deemed to have resigned as of the expiration date.

On return from maternity or parental leave, an Employee shall be placed in the Employee's former position or in a position of equal rank and basic pay.

**ARTICLE X - GRIEVANCE PROCEDURE**

**10.1 Procedure**

Any difference concerning the interpretation, application, or operation of this agreement, or any grievance concerning any alleged violation of this agreement, or any difference or grievance, shall be finally and conclusively settled without stoppage of work in the following manner:

**10.2 First Step**

Such differences or grievance shall first be taken up with the union and the union may take the grievance up in writing with the Fire Chief or his representative within thirty (30) calendar days of such difference or grievance being brought to the attention of the union-executive.

**10.3 Second Step**

If such difference or grievance is not settled within ten (10) working days of having been referred to the Fire Chief, the grievance shall be submitted by the Union to the Director of Protective Services.

**10.4 Third Step**

Should the Director of Protective Services be unable to resolve the dispute within ten (10) working days of receipt of such grievance, the matter shall be

referred to the City Manager who shall arrange for a meeting with both parties within ten (10) working days from receipt of such request.

**10.5 Submitted to Board of Arbitration**

Should the City Manager be unable to effect a settlement within ten (10) working days from the receipt of such grievance, such grievance shall be submitted to a board of arbitration as established in Article XI.

**10.6 Time Limits**

Any employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond his control, he was unable to comply with the prescribed time limits.

**10.7 Extending Time Limits**

Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent in writing of the parties.

**ARTICLE XI - ARBITRATION**

**11.1 Arbitration**

The Union may submit a grievance to arbitration within ten (10) calendar days of failing to resolve the issue at the Step 3 level or ten (10) calendar days from when the Step 3 response was due. The Employer shall be informed of this intention in writing.

**11.2 Arbitrator**

The parties will choose an arbitrator by mutual agreement. If mutual agreement cannot be reached, either Party may request that the Minister of Labour appoint an arbitrator to hear the grievance.

**11.3 Decision of the Arbitrator**

The decision of the arbitrator shall be final, binding, and enforceable on the Parties. The arbitrator shall have the power to dispose of a grievance by any arrangement deemed just and equitable. However, the arbitrator shall not have the power to change this Agreement by altering, modifying or amending any provisions.

**11.4 Costs**

The Parties to this Agreement shall jointly bear the cost of the arbitrator and each of the Parties shall bear the cost of its own representative and witnesses.

**11.5 Amending Time Limits**

The time limits fixed in this arbitration procedure may be altered by mutual consent of the Parties but the same must be in writing.

**11.6 Witnesses**

At any stage of the grievance or arbitration procedure, the Parties may have the assistance of the employee(s) concerned as witnesses. All reasonable arrangements will be made to permit the concerned Parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

**11.7 Grievance Recommendations**

If a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or the interpretation, application, operation or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Ron Keras, or a substitute agreed to by the Parties, shall at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference, and
- (c) make written recommendations to resolve the difference

within thirty (30) days from the date of receipt of the request, and for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

## **ARTICLE XII - TRAINING AND JOB IMPROVEMENT**

### **12.1 Training Courses**

Reimbursement of tuition and registration fees for courses that have been pre-approved by the City will be provided upon submission of a receipt and proof of successful completion.

### **12.2 Training Sessions**

Off duty employees will be remunerated at their regular hourly rate of pay for training periods deemed necessary by the Fire Chief or his representative.

### **12.3 Staff Travel Expenses**

Travel expense for employees travelling on City business shall be in accordance with the City of Fort St. John Council and Employee Allowable Expenses Policy No. 98. The Union will be provided with copies of the Policy upon request.

## **ARTICLE XIII - COURT APPEARANCE**

### **13.1 Inquest or Inquiries**

Attendance in Court or a Coroner's Inquiry as a witness or defendant which results from duties carried out as assigned, will be compensated, if such attendance is during off duty time, at 1.5 times regular rate of pay for a minimum of three (3) hours and double time for subsequent hours.

### **13.2 Leave for Court Appearance**

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance such leave to attend a court shall be without pay.
- (c) An employee in receipt of his regular earnings while serving at court shall remit to the Employer all monies paid to him by the court, except travelling and meal allowances not reimbursed by the Employer.

- (d) In the event an accused employee is jailed pending court appearance such leave of absence shall be without pay.

### **13.3 Indemnity**

- (a) Civil Actions

Except where a joint Union/Employer committee considers that there has been a flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an Employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement against an Employee arising out of the performance of his duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the Employee.

- (b) Criminal Actions

Where an Employee is charged with an offence resulting directly from the proper performance of his duties the Employee shall be reimbursed for all reasonable legal fees.

- (c) Civil and Criminal Action

At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the Employee (so long as no conflict of interest arises between the Employer and the Employee) or pay the legal fees of Council chosen by an employee.

- (d) Civil and Criminal Actions

In order that the above provision shall be binding upon the Employer, the Employee shall notify the Employer immediately, in writing, of any incident or course of event which may lead to legal action against him and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

- (i) When the Employee is first approached by any persons or organization notifying him of intended legal action against him; or
- (ii) When the Employee himself requires or retains legal counsel in regard to the incident or course of events; or

- (iii) Where any investigation body or authority first notifies the Employee of any investigation or other proceeding which might lead to legal action against the Employee; or
- (iv) When information first becomes known to the Employee in the light of which it is a reasonable assumption that the employee would conclude that he might be the object of legal action; or
- (v) When the Employee received notice of any legal proceeding of any nature or kind.

#### **13.4 Legal Counsel**

Any employee shall be provided with legal counsel appointed by the City and the legal costs shall be borne by the City in accordance with the City of Fort St. John Employee Indemnification Bylaw.

### **ARTICLE XIV - LABOUR MANAGEMENT RELATIONS COMMITTEE**

#### **14.1 Function of Labour Management Relations Committee**

The Union/Management Committee provides a forum in which Union and Management concerns or problems may be addressed and discussed informally outside of the legislated negotiations or grievances/arbitration procedures. The Committee shall endeavour to establish and maintain harmony between the City and its employees, establish a means of open communication, solve problems and provide feedback on management practices and labour activities.

##### **(a) Membership**

The minimum size of this Committee shall be three (3) Management Representatives and three (3) Union Representatives.

##### **(b) Procedure**

Each party shall appoint a person to act as their Chairperson. Staff members and Department Heads who wish consideration of problems or administrative and operational matters by the Labour Management Relations Committee shall bring such matters to the attention of their respective Chairperson. Each Chairperson will consider the matter and provide verbal or written notice of their desire to schedule a meeting or provide information for agenda preparation.



The Union and Management Chairpersons will be responsible for:

- I. Arranging time, dates, and location of meetings;
- II. Preparing an agenda of discussion items;
- III. Notifying their respective Committee members of the intended meeting; and
- IV. Ensuring that the meeting agenda is circulated to all Committee members in advance of the meeting date and that any necessary reference material accompanies the agenda.

(c) Conduct of Meetings

The Union and Management Chairpersons will attempt to schedule meetings at least once every two months or at the call of either party at a mutually agreeable time and place.

Meetings will be chaired on a rotational basis, alternating between Union and Management.

A Recording Secretary shall be present at all meetings of the Committee and minutes of the proceedings will be recorded, transcribed, typed in draft form for review. Minutes will be distributed to each Committee representative for adoption at the subsequent meeting. Minutes will be posted at all bulletin board locations (Fire Hall and City Hall). Upon mutual consent of both parties, issues of a "time sensitive" or confidential matter will be recorded as an "in camera" set of minutes, not to be distributed on bulletin boards. The Committee shall be responsible for ensuring that proper limits of authority are respected and that the confidentiality is respected.

## **14.2 Labour Management Meetings**

Members of the executive who leave work to attend a labour management meeting with representatives of the City shall suffer no loss of pay for such time as required for a meeting during normal working hours.

## **ARTICLE XV - LIVING RESTRICTIONS**

### **15.1 Residency Requirement**

Fire fighters covered under this agreement must live within an eight (8) kilometre radius of the Fire Hall.

Fire fighters may apply for an exception to this requirement. Applications must be made in writing to the Fire Chief. Each application will be judged on its individual merit. Exceptions that are granted will be based on the Fire

Chief's determination that the exception will not affect the ability to fulfil operational requirements. Approval of the exception resides solely with the Fire Chief.

## **ARTICLE XVI - TECHNOLOGICAL CHANGE**

Provisions for technological change shall be made pursuant to the provisions outlined in Section 54 of the Labour Relations Code of British Columbia.

### **16.1 Arising Disputes**

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

Where the City introduces, or intends to introduce a technological change, that:

- (a) Affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) 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 Article XI of this Collective Agreement, by passing all other steps in the grievance procedure.

### **16.2 Arbitration Board**

- (a) The Arbitration Board shall decide whether or not the City has introduced, or intends to introduce a technological change, and upon deciding that the City has or intends to introduce a technological change, the Arbitration Board shall:
  - (i) Inform the Minister of Labour of its finding; and
  - (ii) May then, or later, make any one or more of the following orders:
    - (1) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon the Collective Agreement was negotiated;

- (2) that the City will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
  - (3) that the City reinstate any employee displaced by reason of the technological change;
  - (4) that the City pay to that employee such compensation in respect of his displacement as the Arbitration Board considers reasonable.
- (b) The City 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 applies.

## **ARTICLE XVII - STAFFING**

### **17.1 Shift Staffing**

All Fire Department shifts stationed at the number one (1) fire hall, shall consist of a minimum of three (3) members of Local 2143, one of those holding the minimum rank of an Officer.

- (a) Shifts consisting of three (3) members or less of Local 2143, shall be headed by an Officer.
- (b) Shifts consisting of four (4) members or more of Local 2143, shall be headed by a Captain.
- (c) When the Officer of a shift is off, the shift will be headed by the senior member of that shift and shall be compensated at a rate of the regular shift officer.
- (d) When Fire Department individual shift staffing reaches six (6) at the number one (1) fire hall, the shift shall consist of a minimum of four (4) members of local 2143, one of those holding the minimum rank of Officer.

**17.2 Fire Prevention Officer, Fire Training Officer and Fire Inspector**

Notwithstanding Article 6 of this Agreement the positions of "Fire Prevention Officer", "Fire Training Officer", and "Fire Inspector" are established. The monthly rates of pay for Fire Prevention Officer, and Fire Training Officer shall be the same as for Fire Captain. The monthly rates of pay for Fire Inspector shall be the same as for Lieutenant. Work weeks shall average thirty-five (35) hours with total regular annual hours of 1820 hours. Overtime will be calculated on the basis of 35 hours per week. For the purposes of this position, vacation and other time off (excluding paid holidays) will be calculated based on the equivalency of four (4) duty shifts equalling one week (35 hours). Paid holiday pay will be calculated on the basis of the Officer's regular pay. Hours worked on a paid holiday will be paid at overtime rates as per Article 5.5.

**17.3 On Duty**

- (a) It is understood that if an employee is wearing his uniform pursuant to the rules and regulations of the Fort St. John Fire Department, he is acting on behalf of the City of Fort St. John while performing duties related to the City.
- (b) It is understood that this section does not require compensation.

**ARTICLE XVIII - SEVERANCE PAY****18.1 Advance Notice**

The employer shall notify, in writing, regular employees who are to be laid off, fifteen (15) working days prior to the effective date of lay off. If the employee has not had the opportunity to work fifteen (15) full days after notice of lay off, he shall be paid in lieu of work for that part of the fifteen (15) days during which work was not available.

**18.2 Severance Pay**

Within fifteen (15) working days of receipt of notice of lay off, a regular employee must notify the City Manager that he/she elects:

- (a) to be placed on a recall list following lay off; or
- (b) to resign with severance pay, if it has mutually determined by the Union and Employer that there is no suitable alternate work available within the Department that the employee is qualified to perform, at the rate of five per cent 5% of current annual salary for

each completed year of employment, to a maximum of one (1) year's annual salary.

- (c) The maximum severance pay for an employee hired after January 1, 1990 shall be six (6) months.

**ARTICLE XIX - AGREEMENT TO CONTINUE IN FORCE**

**19.1 Agreement to Collective Bargaining**

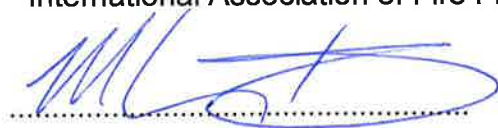
Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

IN WITNESS WHEREOF - the parties hereto have caused this Agreement to be executed on this day and year in which this Agreement takes effect.

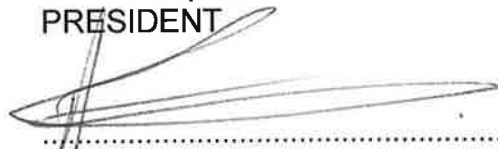
The City of Fort St. John


The Fort St. John Fire Fighters Union, Local 2143 of the International Association of Fire Fighters

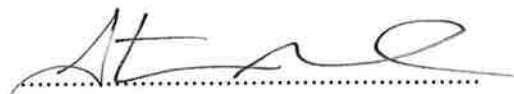
  
 .....  
 LORI ACKERMAN  
 MAYOR


  
 .....  
 Matt Crompton  
 PRESIDENT


  
 .....  
 DIANNE HUNTER  
 CITY MANAGER


  
 .....  
 Aaron Tjepkema  
 VICE-PRESIDENT

  
 .....  
 RASHID HASAN  
 MANAGER OF HUMAN RESOURCES

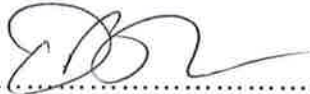
  
 .....  
 Stephen Beard  
 TREASURER

  
 .....  
 JANET PRESTLEY  
 DIRECTOR OF LEGISLATIVE AND ADMINISTRATIVE SERVICES

  
 .....  
 Chris Austin  
 SECRETARY



.....  
FRED BURROWS  
FIRE CHIEF



.....  
DARRELL BLADES  
DEPUTY FIRE CHIEF

.....  
*April 7, 2016*

DATE

.....  
*April 7, 2016*

DATE

**SCHEDULE A****SALARIES**

**TIED TO Delta Fire Fighters' Union International Association of Fire Fighters, Local 1763**

		2.5%	2.5%	2.5%	2.5%	2.5%
		01-Jan-15	01-Jan-16	01-Jan-17	01-Jan-18	01-Jan-19
<b>Classification</b>	<b>% of 1st Class</b>	<b>Monthly</b>	<b>Monthly</b>	<b>Monthly</b>	<b>Monthly</b>	<b>Monthly</b>
Fire Fighter 4th Class (1st 6 months)	70%	5224	5355	5489	5626	5767
Fire Fighter 4th Class (2nd 6 months)	75%	5597	5738	5881	6028	6179
Fire Fighter 3rd Class	80%	5970	6120	6273	6430	6590
Fire Fighter 2nd Class	90%	6717	6885	7057	7233	7414
Fire Fighter 1st Class (4-9 year)	100%	7463	7650	7841	8037	8238
Fire Fighter 1st Class (10-14 year)	103%	7687	7880	8076	8278	8485
Fire Fighter 1st Class (15+ years)	106%	7911	8109	8311	8519	8732
Lieutenant	112/103%	8609	8825	9045	9271	9503
Captain	122/103	9378	9614	9853	10099	10352

**Calculation of Overtime**

Overtime for all employees working forty-two (42) hours per week shall be computed on an hourly basis as follows:

Calculation for Bi-Weekly Pay:  $\frac{\text{Monthly Salary} \times 12}{26} = \text{Bi-Weekly Rate}$

Calculation for Hourly Rate:  $\frac{\text{Monthly Salary} \times 12 \text{ Months}}{2184} = \text{Hourly Rate}$

**SCHEDULE B****SENIORITY LIST****as at January 1, 2015**

<b>NAME</b>	<b>RANK</b>	<b>DATE EMPLOYED</b>
Morgan, Brent	Captain	July 5, 1999
Simpson, Daniel	Captain	March 15, 2000
D'Agostino, Mark	Captain	March 20, 2000
Tancock, Ryan	Captain	April 29, 2002
Caughill, Simon	Fire Fighter 1 <sup>st</sup> Class (10 <sup>th</sup> – 14 <sup>th</sup> year)	May 21, 2002
Ristau, Tyler	Fire Fighter 1 <sup>st</sup> Class (10 <sup>th</sup> – 14 <sup>th</sup> year)	December 23, 2002
Tjempkma, Aaron	Fire Fighter 1 <sup>st</sup> Class (10 <sup>th</sup> – 14 <sup>th</sup> year)	August 18, 2004
Grant, James	Fire Fighter 1 <sup>st</sup> Class (10 <sup>th</sup> – 14 <sup>th</sup> year)	January 30, 2006
Crompton, Matthew	Fire Fighter 1 <sup>st</sup> Class (10 <sup>th</sup> – 14 <sup>th</sup> year)	July 10, 2006
Beard, Stephen	Fire Fighter 1 <sup>st</sup> Class (10 <sup>th</sup> – 14 <sup>th</sup> year)	July 11, 2006
Bowie, Ryan	Fire Fighter 1 <sup>st</sup> Class (4 <sup>th</sup> – 9 <sup>th</sup> year)	January 3, 2007
Golob, Daniel	Captain (Fire Training Officer)	February 11, 2008
Winn, Adam	Fire Fighter 1 <sup>st</sup> Class (4 <sup>th</sup> – 9 <sup>th</sup> year)	July 14, 2008
Donszelmann, Jasen	Fire Fighter 1 <sup>st</sup> Class (4 <sup>th</sup> – 9 <sup>th</sup> year)	July 16, 2008



Austin, Christopher	Fire Fighter 1 <sup>st</sup> Class (4 <sup>th</sup> – 9 <sup>th</sup> year)	June 1, 2009
Murphy, Sean	Fire Fighter 1 <sup>st</sup> Class (4 <sup>th</sup> – 9 <sup>th</sup> year)	January 4, 2010
Faulkner, Craig	Fire Fighter 1 <sup>st</sup> Class (4 <sup>th</sup> – 9 <sup>th</sup> year)	January 5, 2010
Stobbe, Alyn	Fire Inspector	May 5, 2010
Horst, Adam	Fire Fighter 1 <sup>st</sup> Class (4 <sup>th</sup> – 9 <sup>th</sup> year)	February 28, 2011
Troiano, Matthew	Fire Fighter 2 <sup>nd</sup> Class	July 30, 2012
Roe, Paul	Fire Fighter 3 <sup>rd</sup> Class	March 11, 2013
Dawes, Matthew	Fire Fighter 4 <sup>th</sup> Class	May 20, 2014
Curtis Redpath	Captain (Fire Prevention Officer)	March 2, 2015

## SCHEDULE C City Issued Clothing

### Probationary Firefighter Uniform Kit

2	Pairs of trousers, skirts or slacks for female employees
2	Station uniform shirt, short or long sleeve, dark blue
2	Department T-Shirts
1	Pair of Station Footwear
1	Tie
1	Name Tag
1	Department Uniform Jacket

If the probationary firefighter does not complete probation, the uniform kit will be returned to the department.

### Firefighter Station Wear Kit (after successful completion of probation)

2	Pairs of trousers, skirts or slacks for female employees	Annually
3	Station uniform shirt, short or long sleeve, dark blue	Annually
2	Department T-Shirts	Annually
1	Station Cap	Annually
1	Toque	Annually
1	FD Shorts (workout)	Annually
2	FD Shirt (workout)	Annually
1	Job Shirt	Annually
1	Belt	Annually, if required
1	Tie	Annually, if required
2	Sets of Epaulets (if required by rank)	Annually, if required
1	Department Winter Gloves	Annually, if required
1	Pair of Station Footwear	Every 2 Years
2	Name Tags	As required with Fire Chief Approval
2	Collar Dogs for shirt	As required with Fire Chief Approval
1	Department Uniform Jacket (Fleece w/ Gortex Jacket)	As required with Fire Chief Approval
1	FD Wallet	As required with Fire Chief Approval
1	FD Badge	Once

### Firefighter Class A Uniform Kit

1	Dress Tunic ( Jacket, Pants)	As required with Fire Chief Approval
1	Dress Cap with Badge	As required with Fire Chief Approval
1	Uniform Dress Shirt (L/S)	As required with Fire Chief Approval
1	Pair of Shoes	As required with Fire Chief Approval
1	Tie	As required with Fire Chief Approval
1	Name Tag	As required with Fire Chief Approval
1	Set of Collar Dogs for Shirt	As required with Fire Chief Approval
1	Set of Collar Dogs for Jacket	As required with Fire Chief Approval
1	Belt	As required with Fire Chief Approval
1	Epaulets (if required by rank)	As required with Fire Chief Approval
1	Dress Gloves	As required with Fire Chief Approval
1	Garment Bag	As required with Fire Chief Approval

## **LETTER OF UNDERSTANDING #1 Northern Travel Allowance**

It is agreed by both parties that the Employer will provide, at no cost to the Employer and no wage increase to the employee, an annual T-4 benefit in the amount of three thousand dollars (\$3,000.00) per year for income tax purposes. The benefit will commence January 1, 1995 and is applicable to only regular full-time employees.

This benefit is subject to the continuance of Fort St. John being deemed a northern community as per the appropriate Federal income tax legislation.

## **LETTER OF UNDERSTANDING #2 Implementation of Short Term Disability**

It is the intent of both parties that the implementation of the Short Term Disability program will not result in a loss of take home pay for those persons covered under this agreement.

## **LETTER OF UNDERSTANDING #3 Pension Plan Contributions Second Six Months of Probation**

If an Employee purchases their second six months of probationary service through the Municipal Pension Plan within fifteen months of their hire date, the City of Fort St. John agrees to pay the Employer's share of the purchase contribution.

## **LETTER OF UNDERSTANDING #4 Wellness and Fitness Requirements**

As a condition of employment, all employees will be required to participate in the IAFF Joint Labour Management Wellness and Fitness initiative. This initiative was developed to ensure and maintain a healthy and fit employee at all levels of physical, nutritional and mental health. This initiative will be a joint partnership between the employer and the union.

## **LETTER OF UNDERSTANDING #5 Role of the Auxiliary Paid On-Call Fire Fighter**

Auxiliary paid on-call fire fighters shall not be utilized to perform duties outside of the scope of a mutually agreed upon job description. It is understood that the auxiliary paid on-call fire fighters work in support of the full-time permanent employees.

## **LETTER OF UNDERSTANDING #6 Lieutenant Position Implementation**

Once a shift reaches adequate staffing for a minimum complement of a four (4) person Engine and a minimum compliment of a two (2) person Fire Apparatus or when a second fire station is operational, the position of Lieutenant will be implemented. The job description of the Lieutenant will be discussed and defined at a labour management meeting.

## **LETTER OF UNDERSTANDING #7 Flex Fire Fighters**

Management and IAFF agree to jointly discuss and develop mutually agreed language for flex fire fighters in the suppression division by December 31, 2016.

## **LETTER OF UNDERSTANDING #8 Work Coverage**

Fort St. John Firefighters Local #2143 is currently trained in HAZMAT response. High Angle/Low Slope Rescue, Confined Space and Medical Aid First Responder and has agreed to meet with Management by March 31, 2016 to discuss an agreement regarding work coverage in addition to Article 6.9.

## **LETTER OF UNDERSTANDING #9 Line of Duty**

The employer and the Fort St. John Professional Fire Fighters Local #2143 will work together to provide a full honours' Line of Duty Death Service for any employee covered by this agreement whose death has been attributed to the work they perform as an employee of the Fort St. John Fire Service. The service will be in keeping with the IAFF and IAFC protocols as requested by surviving family members. The service, ceremony and other events associated with the ceremony shall be coordinated by a committee consisting of a family liaison, a Local 2143 representative and a representative from the Fire Chief's office.

## **LETTER OF UNDERSTANDING #10 Early Retirement Incentive**

It is agreed by both parties to meet and establish an Early Retirement Incentive Program for the Fort St. John Firefighters Local #2143 to present to Council by September 30, 2016.

## **MEMORANDUM OF UNDERSTANDING # 1 Reduced Employment Insurance Premiums**

The Employer agrees to pay the required employees' share of any Employment Insurance Premium reduction rebates received from Revenue Canada directly to the union for use as directed by the union membership.

## **MEMORANDUM OF UNDERSTANDING #2 Expansion of Services**

The Employer agrees to consult with the Union when considering significant changes to the levels or types of service that the Fire Department provides. Examples of these types of changes include changes that would affect staffing, delivery models or significant changes in the geographical area to which services are provided.

