

COLLECTIVE AGREEMENT
between the



CITY OF FORT ST. JOHN

and the



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

Effective from January 1, 2021 to December 31, 2024

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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.

“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”.

“Chief Administrative Officer” means the senior administrative officer of the City of Fort St. John, or their delegate.

“Company” means one of the four individual established duty rosters.

“Company Officer” means an employee with a rank designation above Fire Fighter.

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

“Day Officer” means an officer working a regular day shift.

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

“Duty Shift” or “Shift” means, a regular working shift of either a ten (10) hour day shift or a fourteen (14) hour night shift; for the purposes of calculating pay entitlement, it will be considered a twelve (12) 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.

“Fire Fighter – Fourth Class” means an employee with less than twelve (12) months service with the Department.

“Fire Fighter – Third Class” means an employee who has completed twelve (12) months but less than twenty-four (24) months service with the Department.

“Fire Fighter – Second Class” means an employee who has completed twenty-four (24) months but less than thirty-six (36) months service with the Department.

“Fire Fighter – 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.

“Permanent Employee” means one who has been in the service of the City of Fort St. John Fire Department continuously for a period of twelve (12) months and has been confirmed by the Fire Chief to have completed their probationary period.

“Probationary Employee” means one who is a new employee and is fulfilling their Probationary Period towards permanency.

“Probationary Period” means that time spent by an employee prior to being confirmed in the position for which they were hired.

“Tour” means four consecutive duty shifts.

“Union” shall mean the Fort St. John Fire Fighters Local 2143 of the International Association of Fire Fighters.

ARTICLE 1 - 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 they are the 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 Chief Administrative Officer or their 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 Chief Administrative Officer or their 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 Chief Administrative Officer 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:

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.

(a) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the Chief Administrative Officer or their 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 Chief Administrative Officer may provide the respondent with a copy of the complaint.

(b) The Chief Administrative Officer or their 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 Chief Administrative Officer'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.

1.9 Use of Terms

- (a) Gender neutral terms shall be used throughout the agreement.
- (b) Singular and Plural – Wherever the singular is used, the same shall be construed as meaning the plural if the facts so require.

ARTICLE 2 - 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 3 - 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 three (3) years from and including the 1st day of January, 2022 to and including the 31st day of December, 2024 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, 2024, 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 4 - 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 a form satisfactory to the City, it will deduct from the Employees' salary all initiation dues, union dues and assessments 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(s) 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 four (4) 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) Union Leave Bank time subject to Article 4.7, shall be granted to on-duty elected or appointed representatives of the Union upon application to and by permission of the Chief Administrative Officer or Fire Chief when it becomes necessary to transact business in connection with matters affecting members of the Union.

4.7 Union Leave Bank

It is agreed between the parties to maintain a Union Leave Bank to be administered by the Employer.

Upon direction provided by the IAFF Union Executive, the Employer will deduct the amount specified by the Union from each member's vacation bank. (This deduction will not be made from the active IAFF Union Executive Members).

An Employee using the Union Leave Bank to attend Union business shall record on their time sheet Union Leave and the number of hours to be deducted from the Union Leave Bank. Payments from the Union Leave Bank will be made to the Employee on their regular biweekly pay period.

ARTICLE 5 - REMUNERATION

5.1 Rates of Pay

(a) The rates of pay shall be as set out in Schedule "A" of this Agreement.

5.2 Pay for Acting in a Senior Capacity

(a) 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 they normally hold, in accordance with Article 17.1, shall be paid at the rates according to that position as per Schedule "A".

(b) When acting in a senior capacity for a minimum of thirty (30) days immediately preceding vacation, an Employee shall receive the higher rate of pay for the vacation time taken.

5.3 Call-Out and Overtime

(a) Overtime

(i) All time worked beyond an Employee's regular Duty Shift, at the request of the Employer shall be deemed to be overtime and shall be paid at the rate of one and one half (1.5) times their regular rate of pay for the first three (3) consecutive hours worked and two (2) times their regular rate of pay for each consecutive hour worked thereafter.

(ii) An Employee scheduled to work overtime on a Paid Holiday named in Article 7.7 shall be compensated at one and one half (1.5) times their regular rate of pay for the first three (3) hours and three (3) times regular rate of pay thereafter.

(b) Call-Out

(i) An Employee who is called into to work outside their regular Duty Shift shall be compensated for a minimum of three (3) hours at one and one half (1.5) times their regular rate of pay and two (2) times their regular rate of pay for each consecutive hour worked thereafter. Call-out working hours shall commence from the time the Employee leaves their home to report for duty until the time of arrival back at home proceeding directly to and from work.

(ii) An Employee called out on a Paid Holiday named in Article 7.7 shall be compensated at one and one half (1.5) times their regular rate of pay for the first three (3) hours and three (3) times regular rate of pay thereafter.

(c) 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.

(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 Agreement.

(f) This article does not apply to a holiday falling on a regular scheduled shift as entitlement for compensation is outlined in Article 7.8 of the Agreement.

5.4 Meal Allowance

When an Employee is required to work a minimum of two and one half (2.5) hours overtime immediately before or after completion of their scheduled duty shift, they shall be provided with a meal or shall be reimbursed a meal allowance in the amount of \$25.00.

(a) When an Employee works overtime beyond an additional three (3) hours, a further meal allowance as above shall be provided, and upon the completion of every three (3) hours worked thereafter.

(b) . Arrangements will be made during any prolonged major incident that extends beyond two and one half (2.5) hours for the Employees to receive nourishment.

(c) When an Employee is called out for an emergency incident prior to their scheduled duty shift and it was not possible to permit preparation of the meal normally taken to work, the Employer shall provide the meal allowance.

- (d) When an Employee is required to perform their duties outside the City and the Fort St John Rural Fire Protection Area the Employee shall be provided with a meal allowance when their duties are being performed during a scheduled meal time.

Scheduled meal time shall mean:

Lunch	11:00 hours to 13:00 hours
Dinner	18:00 hours to 20:00 hours

5.5 Remuneration for Mandatory On Call

Employees designated by the Employer for mandatory on call shall be compensated at the rate of thirteen percent (17%) of a first class fire fighter per hour for each hour designated. This pay is in addition to overtime paid for work under Article 5.3. During the period that an employee is designated on call, the employee must remain within the fire protection area.

Fire fighters may apply for an exception to this requirement. Applications must be made in writing to the Fire Chief and the Union. 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.

5.6 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 fire fighters 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 5.3.

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

ARTICLE 6 - 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.

- (a) Advance Notice

The Employer shall notify, in writing, regular Employees who are to be laid off, thirty (30) calendar days prior to the effective date of layoff. If the Employee has not had the opportunity to work thirty (30) calendar

days after notice of layoff, they shall be paid in lieu of work for that part of the thirty (30) calendar days during which work was not available.

(b) Severance Pay

Within thirty (30) calendar days of receipt of notice of layoff, a regular Employee must notify the Chief Administrative Officer that they elect:

- (1) to be placed on a recall list following layoff; or
- (2) to resign with severance pay, if it has been 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 six (6) months annual salary.

6.3 Duty to Accommodate

Every reasonable effort will be made by the Employer to provide Employees, who are unable to perform their full regular work duties due to medical reasons, with the opportunity to return to work in accordance with their modified workplan set forward by their physician, their benefit provider and the guiding principles set out in any applicable legislation. 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 Employer, upon recovery, to carry on duties in the fire service of the Employer, and subject to the opinion of the said medical officer or consultant such employee shall continue in the position held by them prior to such sickness or accident.

- (a) Processes and procedures set forward by the Employee's physician and their benefit provider will be followed for Employees requiring short term, long term and accommodation plans for gradual return to work or modified duties when recovering from illness/ injury.
- (b) It is acknowledged that the duty to accommodate, up to the point of undue hardship, is a shared responsibility between the Employer, the Union and the Employee.
- (c) When Employees are requiring an accommodation plan that is extended beyond two (2) tours, the Employee will work day shifts on their regular work schedule on the tour they are designated to. The Employee will have the option to immediately move to working day shifts at the start of their accommodation plan if they choose. The move to day shift will occur as part of the accommodation process that is held in consultation with the Union, the Employee, the Employee's manager and Human Resources.
- (d) When Employees are requiring an accommodation that is extended beyond nine (9) months, a further shift change of an Employee from their designated shift days to a Day Officer shift schedule will be considered in consultation involving the Union, the Employee, the Employee's manager and Human Resources. If the Employee chooses they can move to a Day Officer shift schedule earlier upon mutual agreement.
- (e) Employees on an accommodation plan will not be performing modified work on a paid holiday and will not be entitled to duty shifts in lieu of paid holidays as per Article 7.6. A meeting may be held between the Employer, the Union and the Employee to discuss any previously booked vacation and will be mutually agreed to.

6.4 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 they have not withdrawn his superannuation contributions.

6.5 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 trial 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.

6.6 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 their 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 designate authorized by the Chief Administrative Officer 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 and Suspension Grievances**

All dismissals and suspension grievances shall be filed at Step 3 of the Grievance Procedure. It is understood that all Step 3 grievances shall be dealt with by the Chief Administrative Officer.

A copy of the written notice of dismissal or suspension shall be forwarded to the President or Secretary of the Union within seven (7) 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 their file, they shall be entitled recourse through the grievance procedure and the eventual resolution thereof shall become part of their 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

An Employee or I President or Secretary of the Union or their 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 their 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 their 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.

6.7 Probation

(a) Each Employee shall be considered to be employed on a probationary basis until twelve (12) months of satisfactory service with the 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 they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

6.8 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.

6.9 Riot Control and Bomb Search

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

6.10 Seniority Rights

- (a) An Employee shall only lose seniority in the event:
 - (1) They are discharged for just cause
 - (2) They resign
 - (3) They are laid off for a period exceeding one (1) year, or if they fail to return to work within seven (7) calendar days following a layoff, after being notified by to do so, unless through sickness or other just cause.
- (b) Seniority will be maintained but will not accrue during a period of layoff or leave of absence without pay.
- (c) Employees hired on the same date will have their seniority be governed by age with the older Employee being more senior.

6.11 Seniority List

The Employer shall maintain a seniority list indicating the date of hire of each Employee.

6.12 Posting Fire Vacancies

Notices of vacancies required to be filled, shall be posted on the Fire Department Bulletin Board. Internal job postings will be posted for a minimum of seven (7) calendar days prior to the vacancy being filled. External job postings will be posted for a minimum of fourteen (14) calendar days.

6.13 Company Transfer

An Employee being transferred either temporarily or permanently from one Company to another shall be provided with a minimum of fourteen (14) calendar days written notice of the transfer. This minimum notice period may be waived upon mutual agreement. The transferred Employees approved vacation time will remain in place. Notwithstanding the above requirements, the Fire Chief or their designate will make all reasonable efforts to provide as much notice of the transfer as possible.

6.14 No Contracting Out

Except to the extent and to the degree agreed upon by the parties, and except in the case of an emergency, no work customarily performed by an Employee covered by this Agreement shall be performed by another

employee of the City who is not covered by this Agreement or by a person who is not an employee of the City.

6.15 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.

6.16 Suppression Flex Fire Fighters

As additional Fire Fighters are hired to increase staffing levels beyond twenty-four (24) Suppression Fire Fighters, they will be hired as Suppression Flex Fire Fighters. The Flex Fire Fighters shall not be bound by Article 6.1 Hours of Work or Article 6.14 Company Transfer but shall instead be governed by the following:

- (a) A maximum of three (3) Employees will be Flex Fire Fighters, assigned in reverse seniority.
- (b) Flex Fire Fighters shall work a maximum of three hundred and thirty-six (336) hours in a fifty-six (56) day cycle. For the purposes of this provision, there may be up to eight (8) separate and distinct fifty-six (56) day cycles annually.
- (c) Employees shall not be required to make up hours in subsequent 56 day cycles if they have worked less than 336 hours in previous 56 day cycles.
- (d) Employees required to work the schedule set out under (a) above will be at straight time rates, subject to the following:
 - (1) Wages and benefits will remain constant with current practices (i.e. eighty-four [84] hours pay at straight time per biweekly pay period); and
 - (2) The Department will assign Flex Fire Fighters to a company for the purpose of providing relief; and
 - (3) The Flex Fire Fighters shall select vacation under the direction of Fire Chief or their designate, as follows:
 - Flex Fire Fighters shall pick their holidays in the Flex Fire Fighter group by seniority.
 - Except in times of emergencies, Fire Fighters assigned to work as Flex Fire Fighters will not be assigned to work during the four (4) contiguous non-working days prior to and the four (4) contiguous non-working days after the selected block of vacation.
 - Two Flex Fire Fighters may be permitted to be absent on the vacation at one time with the permission of the Fire Chief.
- (e) Flex Fire Fighters will not be required to work more than twenty-four (24) hours straight without a break of twenty-four (24) consecutive hours. The consecutive shift will be compensated as per article 5.5 Call-Out and Overtime.
- (f) All attempts will be made to configure the work schedule to two (2) ten (10) hour day shifts followed by two (2) fourteen (14) hour night shifts.
- (g) Flex Fire Fighters will be given a minimum of twenty-four (24) hours' notice for schedule changes

- (h) In the event of a company vacancy, Flex Fire Fighters shall fill the position on the basis of seniority.
- (i) If the Employee deemed as a Flex Fire Fighter is employed for more than twenty-four (24) months they will be assigned a company and their hours of work will be as per Article 6.1 and 6.4 of the Agreement.

ARTICLE 7 - 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

- (a) Annual vacation entitlement for Employees active at work is as follows:

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

- (b) In each 5 year block starting in the 20th vacation year, the additional four (4) shifts per year may, by mutual agreement:

be taken in advance of earning them to a maximum of twenty (20) shifts

be carried forward to a maximum of twenty (20) shifts which must be taken by December 31st in the 24th, 29th, 34th or 39th year of service

- (c) In the case of termination, resignation 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.
- (d) Employees on continuous occupational (WorkSafe BC) and non-occupational leaves due to illness or injury, over 60 calendar days, or on leave without pay, will have their annual vacation entitlement pro-rated during the duration of their absence up to the date they return to regular or alternate duty.

7.3 Leave on Annual Vacation

When an Employee is qualified for bereavement leave, short term or long term disability, or any other leave approved by the Fire Chief, there shall be no deduction from the vacation credits for that leave upon production of a certificate from a qualified medical practitioner or evidence of a death in the immediate family. The period of vacation so displaced shall be taken at a mutually agreed time.

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 Chief Administrative Officer.

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 (0.5) 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 20th 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

- (a) In each calendar year Employees, excluding Day Officers, shall be entitled to thirteen (13) duty shifts in lieu of the paid holidays set forth in Article 7.7. plus one (1) duty shift in lieu of any other paid holiday declared by the Employer, the Government of the Province of British Columbia or the Government of Canada.
- (b) In the case of termination, retirement, resignation or during the Employees first 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 their period of employment within that calendar year.
- (c) Employees on continuous occupational (WorkSafe BC) or non-occupational leave due to illness or injury for more than thirty (30) calendar days or on leaves without pay shall only be entitled to shifts in lieu as per (a) above on for those Paid Holidays which occur during the time period they are active at work on regular or alternate duty.
- (d) 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	National Day of Truth & Reconciliation
Christmas Day	Boxing Day	
Remembrance Day	B.C. Family Day	

7.8 Paid Holiday Falling on a Regular Scheduled Shift

(a) 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 Article 7.7 shall receive in addition to their regular rate of pay, one (1.0) times their regular rate for each of the regular hours worked of said paid holiday between the hours of 0001 and 2359.

(b) All time worked by an employee on Christmas Day and on New Year's Day shall receive in addition to their regular rate of pay, the rate of one and one half (1.5) times their regular rate of pay for each hour worked of said paid holiday between the hours of 0001 and 2359. ½

ARTICLE 8 - UNIFORMS AND EQUIPMENT**8.1 Clothing Issue**

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

A station uniform kit will be ordered upon confirmation of position award and will consist of the following:

4	Pairs of pants
2	Button up shirts (short or long sleeve)
2	Sets of collar dogs (shirt)
4	T-shirts
1	Job shirt
1	Tie
1	Belt (work belt)
2	Pairs of Epaulets (if required by rank)
1	Baseball cap
1	Toque
1	Pair winter gloves
1	Jacket (Fleece liner with Goretex shell)
2	Workout t-shirts
2	Workout shorts
1	Pair CSA approved footwear

If the probationary Fire Fighter does not complete probation, the Station Uniform Kit will be returned to the department.

Upon completion of probation the Employer shall provide a Class A Uniform Kit. Fire Fighter Class A Uniform Kit will be maintained as required with Fire Chief Approval. A Fire Fighter Class A Uniform Kit will consist of the following:

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

After successful completion of probation, each Fire Fighter will receive an annual amount of points to purchase required items to maintain their uniform kits for the year from a vendor the Employer will provide. The amount of points, and value of points per item, will be adjusted by the Fire Chief on an annual basis.

Any items needing replacement outside of the annual points allotment will be subject to Fire Chief approval.

Each Employee shall be required to maintain their uniform kits representing the Department to a professional standard.

8.2 Uniform Cleaning

- (a) 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
- (b) 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 Occupational Health and Safety Regulations

All such protective clothing and equipment shall be returned to the City when the Employee ceases to be employed. An Employee may request to the Fire Chief to retain their issued structural fire fighting helmet upon promotion, resignation or retirement.

8.4 Personal Effects

Upon notification from an Employee, the Employer will repair, replace or pay the deductible of an insurance claim, for personal items lost, stolen or damaged, due to the performance of their duties to a maximum of \$750 per incident subject to the approval of the Fire Chief.

ARTICLE 9 - 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.

(1) Sick leave shall be credited on January 1st of each calendar year.

(2) Employees commencing employment part way through the calendar year will be granted sick leave shifts at the rate of one and one-quarter (1.25) 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.

(3) Sick pay shall be paid at the Employee's current rate of pay on the occasion of such sick day.

(4) 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 one hundred and sixty (160) duty 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.

(5) Sick time shall be deducted in hours from an Employee's accumulated sick time.

(b) Proof of Illness

(1) 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 their duties due to illness or non-compensable accident. The certificate shall be in the format designated by the Employer.

(2) The request for a certificate may be required for any illness exceeding seven (7) calendar days or when it appears that there is a pattern of absenteeism due to illness. The request will be made at the time the Employer is notified of the Employee's illness.

(3) The cost of supplying such written information shall be borne by the Employer.

(c) Notification

All Employees must notify their Employer 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

Enrolment at the time of hire in the Short Term Disability program is a condition of employment for all regular full time Employees as defined by the benefits carrier. Employees will be eligible for Short Term Disability

payments on the sixteenth (16th) calendar day of accident or illness. Employees will be able to use available sick leave up to, but not beyond, the fifteenth (15th) calendar day following an accident or illness.

- (a) While on the Short Term Disability Program (STD) the Employee shall receive the equivalent of seventy-five percent (75%), tax free, of their 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 of the 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. In the event the claim is not approved and the appeal process has been exhausted the Employee will be required to reimburse the Employer.
- (c) Costs associated with transferring the Employee to the STD Plan and for all necessary medical forms shall be borne by the Employer.
- (d) Employees cannot use accumulated sick leave 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 their pensionable time for the period while they are on Short Term Disability. If the employee applies to purchase the time, the Employer agrees to pay the Employer's share of such purchase.
- (g) In the event there is a change to the Short Term Disability program, the Employer will ensure the current provisions of the current are maintained or exceeded.

9.3 Bereavement Leave

- (a) Bereavement Leave in the case of the death of an Employee's spouse, child, sibling, parent, aunt, uncle, parent-in-law, grandparent, grandchild, child-in-law, sibling-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 duty shifts for the purposes of grieving or attending a funeral or memorial. Additional leave may be granted at the discretion of the Chief Administrative Officer.
- (b) Part or all of this leave may be deferred up to one (1) year for the purpose of attending a memorial held at a later date. An Employee must request to use their deferred bereavement leave a minimum of fourteen (14) calendar days' in advance to the Fire Chief for approval
- (c) In the case of death not covered in (a), upon application to and upon receiving the permission of the Fire Chief or their representative, an employee may be granted leave without loss of pay up to one half (0.5) duty shift in order to attend a funeral as a mourner, or one (1) duty shift 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 their 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 their designate, a minimum of forty-eight (48) 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.

- (1) For travel to and from facilities within a 300 kilometre radius of Fort St. John, the maximum travel allowance shall not exceed one day. For travel outside a 300 kilometre radius of Fort St. John, the maximum allowance shall not exceed two days. Additional days may be granted by the Chief Administrative Officer at their discretion.

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

Notwithstanding any provisions for leave in this agreement, an Employee desiring a leave of absence for any reason, either with or without pay, shall submit an application through the Fire Chief, who will submit it to the Chief Administrative Officer for final authority.

9.8 Paternity Leave

An Employee whose spouse has given birth to a child shall be entitled to up to four (4) consecutive duty shifts leave with pay for the purpose of maintaining the household. Such leave may be deferred until the spouse's immediate 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 their supervisor, to use up to a maximum of two (2) duty 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 their supervisor, to use up to a maximum of two (2) duty 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) duty 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) duty shifts per year entitlement.

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. (This summary must be read together with the benefits as described in the Group Benefit Plan).

Paramedical Expense to include coverage for Physiotherapy, Chiropractor, Registered Massage Therapy and Naturopath Fees at a combined maximum of \$1500 which includes dependants.

Eye Glass coverage for probationary and permanent Employees to include reimbursement of up to:

- (a) \$750 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

9.12 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 as summarized below (this summary must be read together with the benefits as described in the Group Benefit Plan).

Reimbursement Levels:

Basic Coverage	100%
Major Coverage	50%
Orthodontic Coverage	80%

Plan Maximums

Basic and Major Treatments	\$2,500 each calendar year
Orthodontic Treatment	\$6,000 lifetime

9.13 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.

9.14 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.
- (c) If a New Employee purchases their second six months of probationary service through the Municipal Pension Plan within fifteen (15) months of the hire date, the City of Fort St. John agrees to pay the Employer's share of the purchase contribution.

9.15 Medical Certificate & Fitness Requirement

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.

9.16 Long Term Disability

It is mandatory for all eligible Employees to enrol in the Long Term Disability Program on the first (1st) day of accident or illness in the seventeenth (17th) consecutive week (119th day).

- (a) If evidence is received that any employee has become totally and permanently disabled by accident, injury or disease, so that they 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-seven per cent (67%), of the regular monthly salary at the time of disability to a maximum of \$4,000 per month benefit with a non-evidence medical maximum of \$2,500 per month benefit. Benefits paid are tax-free.

- (b) The Employer will top up the monthly maximum benefit to 67% of their regular monthly salary at the time of disability, during the "own occupation period" as defined by the benefit carrier (the following 24 months from the date of disability). Employees will only be eligible for the top up amount

for up to 24 months from the original date of disability while they remain on approved Long Term Disability through the benefit carrier. During this time period the Employer will continue to provide to the Employee the Health and Wellness Program and the Personal Wellness Benefit.

(c) 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.

(d) 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.

(e) 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.

(f) Employees cannot use accumulated sick leave, or access the Union's Sick Leave Bank to top up the Long Term Disability Plan benefits.

9.17 Occupational Injuries - WCB

(a) An employee who is disabled from employment due to an occupational injury or illness arising from and caused by, their employment with the City, and chooses to be paid by the Employer during their time of disability, shall receive 100% of their pre-disability salary less applicable deductions. WorkSafe BC compensation payments shall be paid directly to the City. If it is determined that WorkSafe BC payments made to the City exceed the 100% 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 their pensionable time for the period while they are 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 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. The Employee will remain eligible for the Health and Wellness Program and the Personal Wellness Benefit.

9.18 Widow's Allowance

If any Employee is killed as a result of the performance of their 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 their 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 they 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 their death or pending at the time of their 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 their spouse shall be divided by the years from the date of their death to their maximum retirement date if they 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 their 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:
 - (1) a child under the age of 18 years, including a child of the deceased Employee yet unborn;
 - (2) an invalid child of any age; and
 - (3) 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.

9.19 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 their 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 program. 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)

(1) An Employee will be considered absent due to illness and will receive the benefits for which they are eligible, pursuant to City policy and the Collective Agreement when:

(i) they require time off from work for medical counselling or treatment appointments recommended by the referral agent and subsequently approved by the Chief Administrative Officer. (Approval will only be withheld in exceptional circumstances).

OR

(ii) they are unable to work, but is following a prescribed program of treatment

OR

(iii) they are accepted into the program through a voluntary, Union, fellow employee or family referral.

(2) An Employee will continue to be eligible for benefits under (i), so long as they are co-operating fully in following the prescribed course of treatment.

(3) The Employee will be responsible for costs and expenses not normally covered by current medical and benefit plans which are associated with their 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 Fire Chief, 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 Chief Human Resource Officer or their designate 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 their job performance, an appointment will be arranged immediately by the Chief Administrative Officer or their designate 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 Chief Human Resource Officer or their designate, 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 their problems continue to have an adverse effect on performance, the Employee will be subject to normal disciplinary procedures.

9.20 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).

9.21 Maternity Leave

(a) Upon written request, a pregnant Employee is entitled to up to seventeen (17) consecutive weeks of unpaid leave

(1) Beginning

(i) no earlier than thirteen (13) weeks before the expected birth date; and

(ii) no later than the actual birth date; and

(2) ending

(i) no earlier than six (6) weeks after the actual birth date, unless the Employee requests a shorter period, and

(ii) no later than seventeen (17) weeks after the actual birth date.

(b) An Employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or termination of the pregnancy, they are unable to return to work when their leave ends under subsection 9.21 (1) (ii). The Employee must make an application in writing and, if the Employer requires it, provide a doctor's certificate stating why they are unable to work.

9.22 Parental Leave

(a) Upon written request an Employee is entitled to:

(1) for a birth parent who takes leave under Article 9.21 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 9.21 unless the Employer and Employee agree otherwise,

(2) for a parent, other than an adopting parent, who does not take leave under Article 9.22 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after that event, and

- (3) for an adopting parent, up to sixty-two (62) consecutive weeks beginning within seventy eight (78) weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental leave, the Employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the parental leave set out above.
- (c) An Employee's combined entitlement to leave under Article 9.21 and 9.22 is limited to seventy eight (78) weeks plus any additional leave the Employee is entitled to under Articles 9.21 (b) and 9.22 (b).

9.23 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 four (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.

9.24 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 and parental leave are considered continuous service.
- (d) Employees shall continue to accrue seniority while on maternity or parental leave.

9.25 Return to Work

The Employee must advise the Employer, in writing, of their intent to return to work at least four (4) weeks 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.

9.26 Health and Wellness Program

- (a) The Employer will adopt and implement the IAFF/IAFC Joint Labour Management Health and Wellness Initiative. The program will be adopted in its entirety, except for those exclusions or amendments agreed to between the parties.

All employees will be encouraged to participate in the IAFF Joint Labour Management Health and Wellness Initiative. This initiative was developed to ensure a healthy and fit Employee at all levels of physical, nutritional and mental health.

(b) The Employer and the Union will each contribute \$2,000 annually into the fitness equipment fund that will be managed through the Health and Wellness Committee to maintain and update fitness equipment.

(c) The Employer will provide an Annual Wellness Program through a mutually agreed upon service provider that will include a recommended bi-annual Psychometric Indicator Assessment and an annual wellness check in with a registered clinical counsellor or psychologist. The Employer will provide each Employee with the option of one follow-up session to be used within sixty (60) days of the annual wellness check-in. After that time any unused optional sessions will be placed in a pool to be distributed upon request made by the service provider to the Employer.

(d) The Employer and Union will establish a Health and Wellness Committee to provide oversight to the Health and Wellness Program that will consist of a minimum of three (3) Union representatives and a minimum of two (2) Employer representatives.

(e) It is understood and agreed that this article is entirely non-punitive. It is designed and provided as a proactive resource available for each Employee to utilize as part of a holistic approach to health and wellness. Data related to the ability, performance, medical condition, or otherwise of any individual, will remain confidential with the service provider and shall not be provided to the Employer. Population data, composed in a format and manner which shall be agreed to by the parties will be provided to the Employer. Such data shall in no way be used against any Employee, or to the detriment of the membership as a whole.

9.27 Personal Wellness

The Personal Wellness benefit is provided to encourage the Employee stressors, so they remain safe, healthy, prepared and resilient to perform their duties. Reimbursement for personal wellness related costs annually of up to \$1,200 will be approved by the Fire Chief.

Receipts must be submitted annually by Dec 31 of each year for approval to qualify for reimbursement for that calendar year. Receipts submitted must be for purchases made in that same calendar year, they can not be applied to more than one annual (\$1,200) entitlement.

Expenses that do not fit the criteria outlined below must obtain approval of the Fire Chief prior to the Employee proceeding with the expenditure. The following list provides examples of the types of expenses that would qualify to receive reimbursement for:

- Paramedical services such as podiatrist, massage therapists, acupuncturists, rolfing, etc.
- Naturopaths
- Meditation training
- Counselling
- Facilities fees for recreational activities such as swimming and skating
- Nutritionists and cooking skills training
- Fitness Memberships for gyms, yoga, spin, karate, jiu jitsu, etc
- Registration fees for physical activities such as hockey, soccer, curling, softball, golf, etc.
- Home fitness equipment such as treadmill, weights, elliptical trainers etc.

- Sporting Equipment such as bicycles, skis, canoes, roller blades etc.
- Footwear and equipment specific to sporting or outdoor activities.

ARTICLE 10 - 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 Deputy Fire Chief or their 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 fourteen (14) calendar days of having been referred to the Deputy Fire Chief, the grievance shall be submitted by the Union to the Director of Public Safety.

10.4 Third Step

Should the Director of Public Safety be unable to resolve the dispute within fourteen (14) calendar days of receipt of such grievance, the matter shall be referred to the Chief Administrative Officer who shall arrange for a meeting with both parties within fourteen (14) calendar days from receipt of such request.

10.5 Submitted to Board of Arbitration

Should the Chief Administrative Officer be unable to effect a settlement within forty-five (45) calendar days from the receipt of such grievance, such grievance shall be submitted to a board of arbitration as established in Article 11.

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 their control, they were 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 11 - ARBITRATION

11.1 Arbitration

The Union may submit a grievance to arbitration within fourteen (14) calendar days of failing to resolve the issue at the Step 3 level or fourteen (14) 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.

ARTICLE 12 - TRAINING

12.1 Training Courses

Reimbursement of tuition and registration fees for training and development courses that have been pre-approved by the Fire Chief or their designate will be provided to Employees upon submission of a receipt and proof of successful completion.

12.2 Training Sessions

- (a) Off duty Employees will be remunerated at their regular hourly rate of pay for training periods deemed necessary by the Fire Chief or their designate.
- (b) Off duty Employees will be remunerated at two (2) times their regular rate of pay for training periods that they have been designated as the lead or co-instructor by the Fire Chief or their designate.

12.3 Staff Travel Expenses

- (a) Travel expenses, for Employees travelling for training, shall be compensated 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.
- (b) Off duty Employees will be remunerated at their regular hourly rate of pay for time spent travelling for training.

ARTICLE 13 - 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 them 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 their 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 them and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

- (1) When the Employee is first approached by any persons or organization notifying them of intended legal action against them; or

- (2) When the Employee them self requires or retains legal counsel in regard to the incident or course of events; or
- (3) 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
- (4) When information first becomes known to the Employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action; or
- (5) 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 14 - LABOUR MANAGEMENT COMMITTEE

14.1 Function of Labour Management Committee

The Labour 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 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 15 - LIVING RESTRICTIONS

15.1 Residency Requirement

Fire fighters covered under this agreement must live within an eight (8) kilometre radius of Station 1.

Fire fighters may apply for an exception to this requirement. Applications must be made in writing to the Fire Chief and the Union. 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 16 - 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.

Where the parties do not reach an agreement within sixty (60) calendar days after the date on which the Union has received notification from the Employer of its intention of introduction of a technological change, and various matters remain unresolved, the parties shall refer such matter to arbitration within twenty-one (21) calendar days of failure to agree.

ARTICLE 17 - STAFFING

17.1 Company Staffing

All Department duty shifts stationed at the number one (1) fire hall, shall consist of a minimum of four (4) Employees, one of those holding the minimum rank of an Officer. A Company consisting of six (6) or more Employees, shall have a Captain, Lieutenant and four (4) or more fire fighters.

(a) In the event that there are less than six (6) members on duty, with one of the Company Officers absent, the Duty Shift will be lead by the remaining officer at their regular rate of pay. There will be no assignment to act in place of the absent officer.

(b) In the temporary absence due to illness/injury of a Suppression Captain for longer than thirty (30) calendar days, the most senior Employee who is actively enrolled in or completed Captain – Suppression Level 2 of the Promotional Policy and Officer Development Program, shall be assigned to be acting Captain of that Company starting on the next on duty shift after thirty (30) calendar days.

(c) In the temporary absence of a Suppression Lieutenant for longer than thirty (30) calendar days, with the Company remaining at six (6) or more members, the most senior Employee who is actively enrolled in or completed Lieutenant – Suppression Level 1 of the Promotional Policy and Officer Development Program qualified to act as a Suppression Lieutenant, shall be assigned to be acting Lieutenant of that Company, starting on the next on duty shift after thirty (30) calendar days.

(d) When there are five (5) members on duty and one officer is absent, the senior Fire Fighter enrolled in Lieutenant Suppression Level 1 of the Officer Development Program will be assigned to remain in the station during out of area responses and will receive the rate of Lieutenant for the duration of the incident, unless there is an Officer coming in with the career callback.

(e) Company Officers will be allowed to be on leave, as per Article 5.5 (d), Article 7.2 and Article 7.6, at the same time for up to a maximum of three (3) tours. In the event that both are away due to unforeseen circumstances or leave approved by the Fire Chief, the senior Fire Fighter enrolled in Lieutenant – Suppression Level 1 of the Officer Development Program will receive the rate of Lieutenant.

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 their uniform pursuant to the rules and regulations of the Fort St. John Fire Department, they are 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 18 - AGREEMENT TO CONTINUE IN FORCE

18.1 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.

BARGAINING REPRESENTATIVES
FOR THE CITY

BARGAINING REPRESENTATIVES
FOR THE UNION

Jessica Bowie, Chief Human Resources Officer

Matthew Crompton, President

Darrell Blades, Deputy Chief Administrative Officer

Adam Horst, Vice President

Robert Norton, Director of Public Safety/Fire Chief

Paul Roe, Secretary

Daniel Simpson, Deputy Fire Chief

Stephen Beard, Treasurer

Matthew Troiano, Deputy Fire Chief

Tyler Ristau, Shop Stewart

Selena Bosma, Executive Assistant

SCHEDULE A**SALARIES**

Classification	Avg Wkly Hrs	% of 1st Class	2.5%		3.5%		4.5%		4.5%	
			01-Jan-21		01-Jan-22		01-Jan-23		01-Jan-24	
			Mth	Hr	Mth	Hr	Mth	Hr	Mth	Hr
Fire Fighter 4 th Class (1 st 6 months)	42	70%	6,059	33.29	6,271	34.45	6,553	36.00	6,848	37.62
Fire Fighter 4 th Class (2 nd 6 months)	42	75%	6,491	35.67	6,718	36.91	7,021	38.58	7,337	40.31
Fire Fighter 3 rd Class (2 nd year)	42	80%	6,924	38.04	7,166	39.38	7,489	41.15	7,826	43.00
Fire Fighter 2 nd Class (3 rd year)	42	90%	7,790	42.80	8,062	44.30	8,425	46.29	8,804	48.37
Fire Fighter 1 st Class (4-9 year)	42	100%	8,655	47.55	8,958	49.22	9,361	51.43	9,782	53.75
Fire Fighter 1 st Class (10-14 year)	42	103%	8,915	48.98	9,227	50.70	9,642	52.98	10,076	55.36
Fire Fighter 1 st Class (15 years)	42	106%	9,174	50.41	9,495	52.17	9,923	54.52	10,369	56.97
Fire Fighter 1 st Class (20+ years)	42	109%			9,764	53.65	10,204	56.06	10,663	58.59
Lieutenant	42	112/103%	9,984	54.86	10,334	56.78	10,799	59.33	11,285	62.00
Captain	42	122/103%	10,876	59.76	11,257	61.85	11,763	64.63	12,292	67.54
Lieutenant - Fire Inspector	35	112/103%	9,984	65.83	10,334	68.14	10,799	71.20	11,285	74.41
Captain Fire Training Officer/Fire Prevention Officer	35	122/103%	10,876	71.71	11,257	74.22	11,763	77.56	12,292	81.05

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

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.

SCHEDULE B**SENIORITY LIST (April 3, 2023)**

Name	Rank	Date Hired
Morgan, Brent	Captain	5-Jul-99
D'Agostino, Marco	Fire Prevention Officer	20-Mar-00
Tancock, Ryan	Captain	29-Apr-02
Caughill, Simon	Captain	21-May-02
Ristau, Tyler	Captain	23-Dec-02
Tjepkema, Aaron	Lieutenant	18-Aug-04
Grant, James	Fire Training Officer	30-Jan-06
Crompton, Matthew	Lieutenant	10-Jul-06
Beard, Stephen	Lieutenant	11-Jul-06
Bowie, Ryan	Lieutenant	3-Jan-07
Winn, Adam	Fire Fighter 1st Class (15+ years)	14-Jul-08
Donszelmann, Jasen	Fire Fighter 1st Class (15+ years)	16-Jul-08
Austin, Christopher	Fire Fighter 1st Class (10th - 14th year)	1-Jun-09
Faulkner, Craig	Fire Fighter 1st Class (10th - 14th year)	5-Jan-10
Stobbe, Edward Alyn	Fire Inspector	5-May-10
Horst, Adam	Fire Fighter 1st Class (10th - 14th year)	28-Feb-11
Roe, Paul	Fire Fighter 1st Class (10th - 14th year)	11-Mar-13
Dawes, Matthew	Fire Fighter 1st Class (4th - 9th year)	20-May-14
Sullivan, Leo	Fire Fighter 1st Class (4th - 9th year)	31-May-16
Ockenden, Jayden	Fire Fighter 1st Class (4th - 9th year)	31-May-16
Moore, Brandon	Fire Fighter 1st Class (4th - 9th year)	31-May-16
Teichroeb, Alex	Fire Fighter 1st Class (4th - 9th year)	12-Jun-18
Forbes, Ryan	Fire Fighter 1st Class (4th - 9th year)	12-Jun-18
Rempel, Kyle	Fire Fighter 1st Class (4th - 9th year)	12-Jun-18
Robinson, Jess	Fire Fighter 1st Class (4th - 9th year)	26-Nov-18
Brennan, Spencer	Fire Fighter 4th Class (2nd 6 months)	12-Sep-22
Forster, Terrel	Fire Fighter 4th Class (1st 6 months)	3-Apr-23

LETTER OF UNDERSTANDING #1

Line of Duty

The Employer will contribute up to two months of a First Class fire fighter's salary towards the costs incurred 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 shall 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, Local 2143 representative and a representative from the Fire Chief's office.

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 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.

MEMORANDUM OF UNDERSTANDING #3

Hiring People with Developmental Disabilities Program

The City and the Union believe that it is important to promote a city culture of inclusion, where persons with developmental disabilities have the opportunity to contribute, participate and feel valued through meaningful employment opportunities with the City of Fort St. John.

We will work together with disability focused community serving organizations (partner organizations) to provide employment opportunities to such individuals under the following conditions:

- There will be a maximum of one ongoing part-time (2-10 hours per week) out-of-scope positions.
- Duties of the position will be meaningful and aligned to the unique skills and abilities of each individual and may include some tasks which would normally be considered bargaining unit work.
- There will be no elimination of positions or reduction of hours of work within the bargaining unit as a result of this program.
- The terms and conditions of employment for individuals hired under this Memorandum of Understanding shall be determined by the City of Fort St. John.
- The Union will be notified of individuals hired under this Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING #4**Wildfire Deployment Agreement**

The City and Union agree to the following conditions and parameters for temporary opportunities in support of Provincial Wildfire Deployments as per the Inter-Agency Agreement.

1. Provincial Wildfire Deployments will be classified as the area within the Peace River Regional District, Fraser Fort George Regional District, Bulkley Nechako Regional District. Further considerations will be made for deployments beyond these limits on a case-by-case basis.
2. All deployment opportunities will be selected based on the following criteria in no particular order;
 - i) Operational Impact,
 - ii) Required skills, training certifications, qualifications
 - iii) Experience
 - iv) Seniority
 - v) Previous Deployment Opportunities
3. Deployment opportunities will consider the Department's ability to maintain operational readiness, the current and anticipated fire hazard rating experienced in the Department's fire response and contracted service areas, and budgetary implications.
4. Vacation Scheduling Vacation, Banked Statutory Leave, or Banked Overtime ("Vacation") scheduled during deployment will be cancelled and rescheduled. Rescheduling of Vacation will be done at the discretion of the FSJFD based on operational needs and in collaboration with the employee.
5. Hours of Work and Overtime
 - i) Based on the Employee's normal forty-eight (48) hour work schedule over an eight (8) day cycle (four (4) on/four (4) off), all shifts during deployment will be considered to be twelve (12) hours. The start and end times of the twelve (12) hour shifts shall be determined by the Incident Commander. Your assigned shift by the Incident Commander will be considered your regular hours of work.
 - ii) Employees will be paid at their regular rate of pay for the twelve (12) hour shifts they work while deployed that align with their regular days of work within their eight (8) day cycle.
 - iii) Any hours worked that exceeds twelve (12) hours shift will be paid (not banked) at double time (2).
 - iv) Employees will be paid overtime (not bank) as per Article 5.3 for shifts scheduled during their regular days off with their eight (8) day cycle.
 - v) All crews will adhere to BC Wildfires work-rest cycle policy.
 - vi) When Employees return to their regular assignment any shifts worked consecutively upon their return will be paid at regular rates.

6. Travel - Travel on regular day of work will be paid at regular rate of pay. Travel on a regular day off will be paid overtime as per the Collective Agreement.
7. Per Diems – When a meal is not provided employees will receive a meal allowance as per the Inter-Agency Agreement. Article 5.4 and Council Policy - Employees Allowable Expenses Policy are not applicable during provincial deployment.

