

COLLECTIVE AGREEMENT

BETWEEN



THE CORPORATION OF THE
CITY OF



AND

CUPE / Canadian Union
of Public Employees

LOCAL 3040 (FIRE)

JANUARY 1, 2013 TO DECEMBER 31, 2016

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**CITY OF BATHURST
COLLECTIVE AGREEMENT
C.U.P.E. LOCAL 3040**

B E T W E E N: The Corporation of the City of Bathurst, hereinafter called "**The Corporation**";

A N D: Canadian Union of Public Employees, and its Local Union No. 3040, Bathurst Firefighters, hereinafter called "**The Union**".

ARTICLE 1 - PREAMBLE

1.01 **WHEREAS** it is the intention and purpose of the parties to this Agreement:

- (a) To maintain and improve the existing harmonious relations and settled conditions of employment between the corporation and the firefighters, and the union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to the terms of this agreement;
- (c) To encourage and promote the quality of public service in the City of Bathurst;
- (d) To encourage and promote the efficiency and productivity of its firefighters in operations to the end that the people of the City of Bathurst will be efficiently served;
- (e) To promote the morale, well-being and working conditions of all the firefighters in the bargaining unit;

NOW THEREFORE the parties agree as follows:

ARTICLE 2 - RECOGNITION

2.01 The corporation recognizes the union as the exclusive bargaining agent for all employees of the Bathurst Fire Department, save and except

- (a) The Fire Chief;
- (b) Deputy Fire Chief;
- (c) Volunteer Firefighters;

- (d) Employees in classifications for which a bargaining unit other than the union is the bargaining agent; and
 - (e) Those excluded by the Industrial Relations Act.
- 2.02 No supervisor may perform any work described in the classifications recognized in Appendix "A" except
- (a) In an emergency where the alternative would mean serious loss, damage or delay or creation of a safety hazard;
 - (b) For the purpose of instruction or training.
- 2.03 No firefighter or group of firefighters shall be required or permitted to make any written or verbal agreement with the corporation or its representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 3 - DEFINITION

- 3.01 Firefighter - for the purpose of this agreement and except where the agreement specifically provides otherwise - means a person who is filling a position set forth in Appendix "A" on a regular and full time basis. Such a firefighter must have completed the probationary period as defined in Article 3.02. Such a person shall be subject, prior to being hired, to a medical examination by a qualified medical practitioner selected by the corporation at its expense. All firefighters hired must be in agreement to obtain Firefighter I, Firefighter II and Pumping course as per Appendix "A" of the Collective Agreement. This will ensure the highest quality in prospective firefighters/operators.
- 3.02 Probationary Period means the period of time during which a newly hired firefighter is considered on probation. After serving such a period, a probationary firefighter shall be declared a firefighter as defined in Article 3.01. Such a period shall be sixty (60) days worked unless changed by mutual consent in writing by the union and the corporation.
- 3.03 Seniority means the length of continuous service with the corporation and shall apply as specified in this Collective Agreement.
- 3.04 Probationary Firefighter means a person who has been hired to fill a position as outlined in Appendix "A" on a regular and full time basis. This person is not subject to the provisions of this agreement with the exception of the articles relating to Union Security, Check-off, Wages, Hours of Work, Overtime and Statutory Holidays. Only after sixty (60) days worked will a probationary firefighter be allowed to shift change. All other provisions shall be retroactive to the most recent date the person was hired as a firefighter when he is declared a firefighter.

- 3.05 (a) Temporary Firefighter means a person who is filling a position set forth in Appendix "A" for a determined or fixed period of time and may be required to work on a full-time, part-time, or casual basis. This person is not subject to the provisions of this agreement with the exception of Article 18.02, the articles relating to Check-off, Grievance Procedure, Wages, Overtime, Statutory Holidays, Floaters (provided the employee worked a minimum of 1092 hours in the previous year - January 1 to December 31) and Clothing (Articles 33.01 and 33.03), and shall be entitled to three days of bereavement leave (if working) in the event of a death in his/her immediate family. After having completed 120 days worked, a temporary firefighter may be considered for a permanent vacancy subject to Article 15.03 of the Collective Agreement and should he become permanent, he shall be subject to the trial period of the position that he applied for and time worked as a temporary employee shall be credited as accumulated seniority. Overtime assignments shall not normally be given to Temporary Firefighters except in on-going situations.
- (b) Prior to being hired as a temporary firefighter, a medical examination is required.
- (c) When a new temporary firefighter is hired by the Corporation he shall receive four (4) weeks of continuous training. After successfully completing this training period, the temporary firefighter shall be placed in the regular schedule of all temporary firefighters. If in the opinion of the Corporation the temporary firefighter is not adequately trained to perform the duties of a temporary firefighter, he shall receive additional training provided by the Corporation. This training will continue until the Corporation deems he is able to perform the duties required properly.
- (d) Temporary employees will not be scheduled to work less than ten (10) hour shifts.
- (e) The Employer can call temporary employees into work at any time prior to the commencement of the shift they will be working.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 It is the right of the corporation to manage its operations in all respects subject to the terms of this agreement. The corporation may direct and distribute its working forces and make and alter, from time to time, rules and regulations to be observed by the firefighters, subject to the terms of this agreement.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The parties hereto agree that there shall be no discrimination practiced or exercised by either party contrary to prevailing legislation.

ARTICLE 6 - UNION SECURITY

- 6.01 All firefighters, covered by the present agreement, as a condition of continued employment, shall become and remain members in good standing of the union, within thirty (30) days of employment with the corporation.

ARTICLE 7 - CHECK-OFF

- 7.01 The corporation, upon receipt of notification from the union, agrees to check-off monthly dues and initiation fees from the wages of all firefighters covered by the present agreement.
- 7.02 Deduction shall be made from the wages of firefighters and/or persons on the payroll and shall be forwarded to the Secretary-Treasurer of the union no later than the 15th of the month following, accompanied by a list of firefighters and/or persons who have had such dues checked off.
- 7.03 The union further assumes full responsibility for the disposition of sums deducted from the wages of any firefighters and remitted to the union in accordance with this article and further agrees to indemnify and hold the corporation harmless from any action arising out of the disposition after receipt.

ARTICLE 8 - NOTICE OF AGREEMENT

- 8.01 The corporation agrees to advise new firefighters with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with the union security and dues check-off, and will provide new firefighters with a copy of the agreement.

ARTICLE 9 - CORRESPONDENCE

- 9.01 All correspondence arising out of this agreement or incidental thereto shall pass to and from the Director of Human Resources and the secretary of the union. This authority may be delegated from time to time.

ARTICLE 10 - MUTUAL INTEREST COMMITTEE

- 10.01 Purpose: To provide to the regular working level an effective framework for the free exchange of information between management and firefighters' representatives, so as to develop a positive climate conducive to the discussion of problems of common interest. Through this joint committee, it is the wish to promote and discuss better communications, mutual respect and understanding between management and firefighters. It is thus a matter of discussions between management and firefighters on the means that should be taken: to improve staff relations, working conditions, safety, performance, efficiency, and joint

consultation on technological change, its impact and any other topics that are mutually agreed upon by committee members.

10.02 Name: Mutual Interest Committee - Local 3040

10.03 Membership: The committee will be composed of representatives of firefighters and representatives of management. Management representatives will be appointed by the corporation. Union representatives will consist of firefighters appointed or elected by the union.

10.04 Officers: The officers shall consist of a Chairman and Co-Chairman, one to represent management and one to represent firefighters. They shall be elected for a one-year period and then, at the end of a six (6) month period, the Chairman shall become the Co-Chairman and vice versa. The secretary appointed by the Chairman shall distribute agendas, keep records of discussions, distribute copies to members and perform other duties related to committee activities.

10.05 Meetings: The Committee shall meet on the first Tuesday of the month at 10:00 a.m. or as conveniently arranged by the Chairman and Co-Chairman or by the Committee at a previous meeting. Agendas will be prepared by the Chairman and Co-Chairman and distributed three (3) days in advance of the meeting, when possible.

10.06 Immunity: Representatives on the Committee or invited guests shall be protected against any loss of regular pay by reason of attendance at meetings, and guaranteed that their individual relations with the department shall not be affected by action taken by them in good faith in their representative capacities.

10.07 Minutes: Minutes of all meetings will be forwarded to the Recording Secretary and the Corporation and shall be posted on all bulletin boards covered by this agreement after being approved by the Committee.

10.08 Authority: The matters that this Committee would not be in a position to resolve shall be referred to the union's membership and the corporation, along with the appropriate comments and views in order to seek adequate guidance.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 The purpose of this section is to establish procedures for discussion, processing and settlement of grievances.

11.02 (a) Where a firefighter has a complaint or alleges that the employer has violated any provisions of this agreement, the firefighter shall, with the assistance of a union official, discuss the matter with his immediate supervisor.

- (b) If the firefighter's alleged grievance cannot be settled through discussion as provided by Section (a) above, the following procedure shall apply:

Step One: Within fifteen (15) working days after the alleged grievance has arisen (or become known to the firefighter or Union in the case of monetary matters), the firefighter, accompanied by the Chairman of the Grievance Committee or the shop steward, may take the matter up in writing with the Fire Chief. The Fire Chief shall reply in writing within five (5) working days from the presentation of the grievance under Step One. Failing any reply or satisfactory settlement within such five (5) working day period, the firefighter may proceed to Step Two.

Step Two: Failing satisfactory settlement within five (5) working days from the expiration of the five (5) working day period referred to in Step One, the firefighter, accompanied by the Chairman of the Grievance Committee and the shop steward, may take the matter up with the Director of Human Resources. In so doing, he will submit to the Director of Human Resources a complete written record of the grievance and the redress sought. The Director of Human Resources shall render his decision in writing within five (5) working days of receipt of such written notice.

Failing any reply or satisfactory settlement within the period listed, the matter may be referred to arbitration as provided in Article 12 hereof, within ten (10) working days from the expiration of such period.

- 11.03 In determining the time within which any step except arbitration is to be taken under the foregoing provisions of this article, Saturdays, Sundays, Statutory Holidays, Vacation, Sickness, Workers' Compensation, Long Term Disability or any other approved leave of absence shall be excluded.
- 11.04 Any and all time limits fixed by this article may be extended by mutual agreement in writing.
- 11.05 If advantage of the provisions of this article is not taken within the time limits specified herein, or extended as set out in subsection (4) above, the matter in dispute shall be deemed to have been abandoned and cannot be reopened.
- 11.06 A grievance shall be rendered inarbitrable if all of the following conditions are not met:
- (a) All grievances must be in writing;
 - (b) It must be submitted on a proper form;
 - (c) It must be signed by the grievor in the case of an individual grievance, or by a union officer in the case of a group or policy grievance;
 - (d) It must state the exact nature of the alleged violation; and

- (e) It must state the article of the Collective Agreement which has allegedly been violated. However, no grievance shall be defeated because of improper spelling or incorrect identification of a firefighter.

11.07 Policy Grievance

- (a) The corporation and the union reserve the right to file a grievance of a general application, which shall be filed at Step Two of the grievance procedure within fifteen working days after the alleged grievance has arisen.
- (b) It is understood that the provisions of this article may not be used by the union to institute a grievance directly affecting a firefighter or firefighters which such firefighter or firefighters could themselves institute and that it shall not be used to by-pass the regular grievance procedure.

11.08 Supplementary documents, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure provided that it is intended by the parties to be part of the Collective Agreement.

11.09 Grievance mediation is available as per the Provincial Labour/Management Committee.

11.10 No grievance may be submitted concerning the termination of employment of a probationary firefighter.

ARTICLE 12 - ARBITRATION

12.01 APPOINTMENT OF ARBITRATOR

- (a) If the union or the corporation wish to refer a matter to arbitration as provided in Article 11, Step Two, it shall within the ten (10) day period therein mentioned, give to the other party, written notice of its intention to arbitrate.
- (b) The corporation and the union shall within ten (10) days, appoint an arbitrator. If the corporation and the union fail to agree upon an arbitrator within the time limits, the appointment shall be made by the Minister of Labour of the Province of New Brunswick, upon the application of either party.

12.02 Each of the parties shall bear equally the fees and expenses of the arbitrator.

12.03 The arbitrator shall hear and determine the difference or allegation (including any question as to whether a matter is arbitrable) and shall issue a decision and the decision shall be final and binding.

- 12.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 12.05 The proceedings of the arbitration will be expedited by the parties hereto.
- 12.06 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the firefighter or firefighters concerned and any witnesses; all reasonable arrangements will be made to permit the conferring parties to have access to corporation premises to view disputed operations and to confer with the necessary witnesses.
- 12.07 The sole function of the arbitrator shall be to interpret the meaning of the sections of this agreement and to render a decision. The arbitrator shall not have any power to add to, subtract from, alter, modify or amend in any way, any part of this agreement.
- 12.08 Any and all time limits fixed by this section may be extended by mutual agreement in writing between the corporation and the union. Should the matter not be referred to arbitration within the time limited or extended as set out in this subsection, it shall be deemed to have been abandoned and cannot be reopened.
- 12.09 In case of discharge and discipline, the arbitrator may substitute such other penalty for the discharge or discipline as the arbitrator deems just and reasonable in all of the circumstances.

ARTICLE 13 - STEWARDS

- 13.01 The corporation shall recognize stewards to assist firefighters with the processing of grievances. There shall be a steward selected by firefighters and the union shall notify the corporation in writing the names of each steward as well as the chief steward. The stewards shall collectively constitute the Grievance Committee.
- 13.02 When a member of a committee or a Shop Steward, as defined in this Collective Agreement, is required to leave his job to attend a scheduled meeting with the corporation, the member or Steward shall inform his immediate supervisor in advance, who in turn will inform the Fire Chief and/or Deputy Fire Chief.
- 13.03 When a member of a committee or a shop steward as defined in this Collective Agreement is required to leave his job or division to investigate a grievance or execute his duties as a member of such committee, he shall first request permission from his supervisor.
- 13.04 No meeting for any purpose of the union shall be held on the corporation's premises except with permission of the employer.

ARTICLE 14 - DISCIPLINE, SUSPENSION AND DISCHARGE

14.01 No firefighter shall be disciplined except for just cause.

- (a) A disciplinary measure shall be given to the firefighter within two (2) working days from the day it was reported or made known to management.
- (b) In the case of a firefighter who is suspended pending further investigation prior to the issuance of a disciplinary measure, he shall be advised immediately in writing of the reason for such investigation.
- (c) Service of documents under this article shall be by personal service and a copy of such notice shall be forwarded to the union.

14.02 Unjust Suspension or Discharge

Should it be found upon further investigation that a firefighter has been unjustly suspended or discharged, such firefighter shall be reinstated immediately in his former position without loss of seniority and shall be compensated for all lost normal earnings. Such compensation shall be paid at the next pay period after reinstatement.

14.03 Unjust Reprimand

If, after further investigation, the firefighter is found to have been unjustly reprimanded, such written warning shall not be shown in his record.

14.04 Disciplinary action shall mean any action taken by the corporation which results in

- (a) verbal warning;
- (b) written reprimand;
- (c) suspension with or without pay; or
- (d) discharge.

14.05 A firefighter shall not be required to cross a legal picket line where there exists reasonable risk of injury as a result of the picket line, unless to perform emergency firefighter duties.

14.06 The record of a firefighter shall not be used against him at any time where

- (a) Twelve (12) months in the case of a verbal warning or written reprimand;
- (b) Twenty-four (24) months in the case of a suspension,

have elapsed from the date of notification provided there has been no recurrence of a similar and/or any other infraction.

14.07 A firefighter has the right to have access to review his official personal file at the Human Resources Office upon three (3) days notice to the Fire Chief and at a time mutually agreed. An employee will be entitled to receive a copy of a document(s) in his file upon request, provided the document(s) is not for administrative purposes only.

ARTICLE 15 - SENIORITY

15.01 If a firefighter is absent from work because of sickness, accident or leave of absence approved by the corporation, he shall not lose seniority rights.

15.02 Seniority shall be forfeited to any firefighter of the corporation for any of the following reasons:

- (a) Voluntarily leaving the employment of the corporation;
- (b) Discharge for just cause;
- (c) Laid-off in excess of twelve (12) months;
- (d) Absent from work without leave for two consecutive working days unless he is able to provide a reasonable or justifiable explanation for his absence.
- (e) When recalled, he fails to return to work within five (5) calendar days after being notified by registered mail.
- (f) He obtains a leave of absence by reason of misrepresentation.

15.03 For assignments and training the following factors shall be applied by the Corporation:

- 1) Seniority
- 2) Skill, qualifications, knowledge and ability as listed in the job description

15.04 Temporary Assignments

Provided the firefighter is qualified, departmental seniority shall apply.

15.05 Vacation

The senior firefighter according to the bargaining unit seniority.

15.06 Overtime and Call-Outs

Overtime work shall be distributed as equally as practicable among those firefighters who would normally perform such work.

15.07 Abolishment and Transfer of Positions

- (a) A firefighter whose position is abolished by the corporation shall be eligible to exercise his rights under Article 16. Such firefighter shall maintain his bargaining unit seniority.

- (b) Such firefighter shall receive the wage rate prior to the abolishment of his job until such time as the difference between the two rates has been eliminated.
- (c) This procedure shall not apply to a firefighter who is transferred and maintains his same classification. The senior firefighter in the same classification shall have the first option of being transferred.

15.08 If a firefighter is transferred to a position outside the bargaining unit, after having made proper application, he shall retain his seniority for a maximum period of three (3) months, after which he shall lose all of his seniority rights within the agreement.

15.09 Seniority List

The corporation shall maintain a seniority list of regular firefighters. An up-to-date seniority list shall be sent to the union and posted on all bulletin boards in January of each year, showing:

1. Employee's name;
2. Classification;
3. Initial date of employment - "most recent date of continuous employment";
4. Departmental seniority;
5. Bargaining unit seniority.

ARTICLE 16 - LAYOFF AND RECALL

16.01 "Layoff" means a reduction in the regular hours of work or a reduction in the work force.

16.02 Role of Seniority in Layoff

In the event of a layoff, firefighters shall be laid off in the reverse order of their bargaining unit wide seniority.

A firefighter about to be laid off may bump any firefighter with less seniority in the bargaining unit provided the firefighter exercising the right can demonstrate, following a reasonable familiarization period, that he has sufficient present ability to perform the duties of the position into which he wishes to bump.

16.03 Recall Procedure: Firefighters shall be recalled in order of their bargaining unit wide seniority provided the firefighter exercising the right can demonstrate, following a reasonable familiarization period, that he has sufficient present ability to perform the duties of the position into which to be recalled.

16.04 New Firefighters: No new firefighters shall be hired until those laid off have been given an opportunity of recall.

16.05 Advance Notice of Layoff

The corporation shall notify a firefighter who is to be laid off at least thirty (30) calendar days in writing prior to the effective date of the layoff. If the firefighter has not had the opportunity to work the days provided in this section, he shall then receive regular payment for any such hours or days not worked.

16.06 Grievance on Layoff and Recall

Grievances concerning layoff and recall shall be initiated at Step 2 of the grievance procedure.

16.07 Notification to Corporation

It shall be the responsibility of the firefighter to keep the corporation informed in writing of his current mailing address and telephone number.

ARTICLE 17 - JOB POSTINGS AND VACANCIES

17.01 It is the policy of the corporation to provide equal opportunity for promotion to all firefighters within the bargaining unit to encourage career development and promotional opportunities for such firefighters. The corporation agrees to maintain an on-the-job training program and shall encourage all firefighters to participate in such a program.

17.02 "Vacancy" means a vacancy where there exists, in the opinion of the corporation, adequate work to justify the existence of a firefighter on a full-time basis in that position.

17.03 All appointments or promotions covered by this agreement shall be made by the corporation according to the following procedure:

- (a) When the corporation intends to fill a full-time position, it shall be bulletined within fifteen (15) working days (Monday to Friday) of the vacancy.
- (b) Bulletins shall be posted on bulletin boards in all stations for at least fifteen (15) working days (Monday to Friday).
- (c) Copies of all such bulletins shall be forwarded to the secretary of the union.
- (d) Information in Postings: Such notices shall contain the following information:
 - (1) Job Classification;
 - (2) Description of the Job;

- (3) Shifts;
- (4) Hourly Pay Rate;
- (5) Length of trial period;
- (6) Qualifications as per Job Description.

17.04 When a candidate who meets the requirements of Article 15.03 above is found, the vacancy shall be filled within fifteen (15) working days (Monday to Friday) from the date of the closing of the job posting. The time limit may be extended by mutual written agreement.

17.05 Trial Period

- (a) The purpose of the trial period is to enable the corporation to assess whether the successful candidate can, and is able to perform the job in a satisfactory manner.
- (b) Firefighters who are appointed to a new classification in accordance with Article 17.03 above shall be subject to a trial period in accordance with the following:
 - (1) Sixty (60) days worked in the case of vacancies which occur in those classifications which involve supervisory duties;
 - (2) Forty (40) days worked for all other classifications unless changed by mutual consent in writing by the union and the corporation.
 - (3) Time worked immediately prior to and runs current to the appointment in that classification will be deducted from the trial period.
- (c) While on a trial period, the newly appointed firefighter shall continue to be paid at the rate of the occupation he occupied immediately prior to his appointment. Upon completion of the trial period, he shall then receive the appropriate wage rate. If the firefighter has already been trained for the new position, he shall receive the new rate immediately. Otherwise, a firefighter shall receive his present regular rate while on trial period.
- (d) Firefighters awarded new positions and failed the trial period, shall be returned to their former positions without loss of seniority. A firefighter, prior to completing his trial period, shall have the option of returning to his former classification, upon written request. The corporation shall consider the applicants responding to the original bulletin prior to re-posting the position.
- (e) In order to save waiting time, the corporation and the union agree that all vacancies shall be bulletined when the first vacancy occurs. This is conditional on the successful completion of the trial period of the firefighter creating the vacancy.

17.06 Firefighters shall be encouraged to learn the duties of other classifications and an opportunity shall be afforded them, on the basis of seniority and ability, to learn the work of such other classifications during regular working hours. For the purpose of such "on-the-job" training, the Fire Chief may arrange with the interested firefighters to exchange positions for a temporary period without affecting the rates of the firefighters concerned.

17.07 (a) For promotion to a higher rank, the following promotional routine shall apply:

25%	Written Exam
25%	Classification Seniority One (1) point awarded for each year of continuous service to a maximum of twenty-five (25) points
20%	Oral Interview
<u>30%</u>	Performance – 15% (Station Evaluation) 15% (Firefighting)
100%	TOTAL

The member attaining the highest overall score shall be promoted.

In the event of a competition where the points are equal, the senior applicant shall receive the promotion.

(b) Promotional Routine Board

The Promotional Routine Board shall be comprised of a maximum of two (2) members appointed by the employer and two (2) members appointed by the Union. The members appointed by the Union must hold rank equal to or higher than the rank in competition.

The Board shall meet on all aspects dealing with promotions. However, members appointed by the Union shall not be present and/or participate in the oral interview.

17.08 In cases of promotion requiring higher qualifications or certification, the corporation shall give consideration to the senior firefighter who does not possess the required qualifications but is preparing for qualification prior to filling the vacancy.

17.09 When a firefighter refuses a temporary promotion, he shall submit a statement that he refuses the promotion. A firefighter so by-passed for the temporary promotion, shall be considered junior to all firefighters who by-pass him for the promotion refused. Such a firefighter so by-passed shall not be eligible to be promoted to the promotion in question until he withdraws his letter of refusal.

17.10 All regular firefighters shall be medically fit for promotions and transfers for which they are applying. A medical examination by a qualified medical practitioner may be required for all firefighters qualifying for a new position, promotion and transfers at the corporation's expense.

ARTICLE 18 - HOURS OF WORK

- 18.01 Firefighters assigned to platoons shall work a 42-hour week on a four (4) platoon system with a 10-hour day shift and a 14-hour night shift.
- 18.02 Firefighters, including temporary firefighters, may change scheduled day or days off with other firefighters provided prior notification is given to the corporation. This will not cause any additional costs to the corporation. For temporary firefighters, the day or days to be changed can only be during the week he or she is scheduled to work.
- 18.03 The work week shall be defined as starting at 0730 hours on Sunday for shift workers.
- 18.04 A firefighter shall be permitted a rest period of fifteen (15) minutes in both the first half and the second half of a shift.
- 18.05 Firefighters who work during the night shift shall receive a shift premium of **\$0.80** per hour.
- 18.06 All regular time worked on the following days by firefighters on shift work shall be paid at time-and-one-half (1.5T):
- Sunday
 - Christmas Eve - Night Shift
 - New Year's Eve - Night Shift
- 18.07 Sunday
- All regular time worked on the following days by firefighters on shift work shall be paid at double time (2.0T):
- Christmas Eve - Night Shift - on a Sunday
 - New Year's Eve - Night Shift - on a Sunday
- 18.08 Regular employees not able to report to their scheduled shift will notify the senior officer on duty at the earliest opportunity, however no later than one (1) hour prior to the commencement of their shift.

ARTICLE 19 - OVERTIME

- 19.01 All time worked outside the hours of work as defined in Article 18 (Hours of Work), shall be deemed to be overtime, and shall be paid or banked at the discretion of employee at the appropriate overtime rate. A maximum of forty-two (42) hours can be banked for time off and can only be taken at a time mutually agreed between the employee and the Corporation and will not cause any additional cost to the Corporation. Time not used prior to November

30th shall be paid at the regular rate of pay in the month of December unless the employee has submitted a request, in writing, to use the time in the month of December and it has been approved.

19.02 All overtime worked except Sundays, statutory holidays, Christmas Eve night shift and New Years Eve night shift, shall be paid at the rate of time-and-one-half.

19.03 Statutory Holidays

- (a) When a firefighter is required to work on a statutory holiday he shall be compensated at the rate of double time and one-half or be paid at the rate of time and one-half and bank that day (12 hours), to be taken at a later date. Any time not taken by November 30 shall be paid in the month of December. Should a statutory holiday fall on a Sunday, the rate of pay will be double-time in addition to the holiday pay for the day as outlined in Article 21.
- (b) All overtime worked on a statutory holiday shall be paid at the rate of double time, in addition to the holiday pay for the day as outlined in Article 21.
- (c) When a statutory holiday falls on a day off, a permanent firefighter shall have the option of receiving his regular pay for that day or to bank that day (12 hours), to be taken or paid at a later date. Any time not taken or paid by November 30 shall be paid in the month of December.

19.04 Sundays, Christmas Eve Night Shift and New Year's Eve Night Shift

- (a) All overtime worked on a Sunday, Christmas Eve night shift and New Year's Eve night shift shall be paid at the rate of double time.
- (b) All overtime worked on a Sunday night shift that is also Christmas Eve or New Year's Eve shall be paid at the rate of double time and one half (2.5T).

19.05 Call-out

- (a) A firefighter who is called out to work, after leaving the premises of the corporation, before or after the regular work day, shall be paid for a minimum of four (4) hours at the appropriate overtime rate. This provision shall apply to a firefighter who is called out to stand by at the firestation(s).
- (b) The provisions of this article shall not apply
 - (1) to firefighters who work on on-going overtime;
 - (2) in the case where a firefighter works continuously before the commencement of his shift or after normal quitting time;

- (3) in the case where the work is not authorized;
- (4) in the case where a firefighter is required to perform duties under the Occupational Health and Safety Act;
- (5) in the case where a firefighter is required to come in to correct a breakdown or other interruption due to his carelessness or negligence, or
- (6) in the case where an employee fails to report for and perform the work.
- (7) in the case where a full-time firefighter is called for an emergency outside his normal hours of work as per Article 19.06.

19.06 (a) All full-time firefighters responding to an emergency, outside their normal hours of work, will be paid at their regular rate of pay (straight time). Articles 18, 19 (except 19.06) and 24.04 do not apply in this situation.

19.07 Overtime Vacation Rate

No firefighter shall be required to work during his vacation period. However, should a firefighter be called in for less than one (1) full shift, he shall be paid a minimum of four (4) hours at double time his regular rate of pay and double time for each hour worked thereafter. In addition, such firefighter shall be granted another day off with pay which shall substitute for the vacation day during which he worked. The onus shall be on the firefighter to tell the person calling him that he is on vacation.

19.08 When a firefighter works more than sixteen (16) hours consecutively, he shall not be required to work before eight (8) hours have elapsed; when he returns to work at the end of the eight (8) hour period and completes his next regular shift, he will receive eight (8) hours pay at his regular rate regardless of the amount of hours worked.

19.09 The provisions of this article shall apply only to firefighters as defined in Article 3.01 except in the case where a temporary firefighter is hired for the replacement of a firefighter who is absent.

19.10 On-going Overtime

The firefighter or crew presently doing the job shall be given the first choice of working overtime. If the firefighter doing the job does not wish to continue on overtime, then the most senior firefighter will be asked until all of the names have been exhausted. The employee working the overtime shall be paid for a minimum of one (1) hour.

19.11 Pre-going Overtime

Pre-going overtime shall be offered to the most senior firefighter present at the station at the time of the emergency call. A firefighter working pre-going overtime shall be paid for a minimum of one (1) hour.

ARTICLE 20 - VACATION

20.01 Firefighters shall be entitled to the following annual vacations according to the initial date of employment.

- (a) Firefighters on completion of one (1) year's continuous service but less than three (3) year's service – ten (10) working days or 4% of gross earnings, whichever is greater;
- (b) Firefighters on completion of three (3) year's continuous service to eight (8) year's service - three (3) weeks;
- (c) Firefighters on completion of nine (9) year's continuous service to seventeen (17) year's service - four (4) weeks;
- (d) Firefighters on completion of eighteen (18) year's continuous service to twenty-four (24) year's service - five (5) weeks;
- (e) Firefighters on completion of twenty-five (25) year's continuous service to twenty-nine (29) year's service - six (6) weeks;
- (f) Firefighters on completion of thirty (30) year's continuous service – seven (7) weeks.

20.02 (a) For the purpose of service in the calculation of vacation entitlement, the period shall be calculated from the initial date of permanent employment.

- (b) If a firefighter is absent due to sickness, he shall be entitled to accumulate his vacation and statutory holidays in accordance with this Collective Agreement. In the event the firefighter is absent due to sickness in excess of twelve (12) consecutive months, he shall not be entitled to accumulate vacation and holidays beyond the period of twelve (12) consecutive months of sickness.

On return to work, the firefighter shall continue to accumulate his benefits at the appropriate rate in accordance with the Collective Agreement.

This will not eliminate other benefits to which he may be entitled, subject to the provisions of this Collective Agreement.

- 20.03 (a) Vacation schedules will be prepared on the basis of seniority as defined in Article 15 and subject to the approval of the Fire Chief.
- (b) Vacations shall be taken during the calendar year. If a firefighter is unable, because of sickness, to take his vacation as scheduled, he shall be required to reschedule his vacation during the calendar year. If this is not possible, then he will be required to reschedule his vacation during the following year. Vacations will not be taken in periods of less than one (1) week. However, the Corporation shall consider requests for less than one (1) week for medical reasons (personal or family). The Corporation may allow two (2) weeks of vacation to be taken in periods of one full shift. Approval is required from the Fire Chief. Any remaining hours to make forty-two (42) shall be taken off together (not hour by hour).
- (c) Firefighters will be able to carry over two (2) weeks of vacation to the next year.
- 20.04 (a) The number of firefighters on vacation at any one time, shall be limited to: two (2) firefighters on the same shift and a maximum of three (3) firefighters per week.
- (b) A Lieutenant and Captain on the same shift cannot schedule vacation at the same time.
- (c) Vacation scheduling in accordance with the above shall be granted provided that it does not curtail or interfere with the efficient operation of the Department nor entail additional cost to the corporation.
- 20.05 One week's vacation period shall be understood to be seven (7) calendar days, from Sunday to Saturday.
- 20.06 The vacation schedule will be posted the first Monday of February each year. In order of seniority the four most senior firefighters shall indicate their choice of vacation period within two (2) calendar weeks of the posting. This same process will continue until all firefighters have indicated their choice of vacation. Prime time vacation period is between June 15th and September 15th. Firefighters are limited to two (2) weeks during this prime time period when indicating their vacation choice during this initial posting.

Should there be available vacation time in the prime time vacation period of June 15 to September 15 after the initial vacation scheduling is terminated, the corporation shall allow for a second vacation scheduling in order that firefighters with weeks originally scheduled outside that period, be given the opportunity to schedule vacation in prime time. This second scheduling will be for two (2) calendar weeks and will be in accordance with seniority. Any further changes to the vacation schedule will be done on a first come first served basis.

- 20.07 Sick leave or bereavement leave shall be substituted for vacation where a firefighter can establish he is entitled to such leave under the terms of this agreement.
- 20.08 Vacation Pay on Termination: When employment of a firefighter is terminated before the end of a vacation pay year, pay shall be paid on a pro-rata basis.

ARTICLE 21 - STATUTORY HOLIDAYS

- 21.01 All firefighters shall be granted the following holidays at the regular rate of pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
New Brunswick Day	

and all other days proclaimed as holidays by the federal, provincial and municipal authorities.

21.02 Floaters

- (a) A firefighter shall be entitled to two (2) full floaters per calendar year, on the basis of one (1) floater for each six (6) months of completed employment.
- (b) Notice for such a holiday shall be given to the Fire Chief at least forty-eight (48) hours in advance. Such notice shall be made during regular working hours.
- (c) Approval for such time off shall be at the sole discretion of the Fire Chief and shall not be permitted to interfere with efficient public service.
- (d) Floaters not taken by November 30 shall be paid out in the month of December (maximum 24 hours).

ARTICLE 22 - SICK LEAVE

- 22.01 All regular firefighters who have completed the probationary period as defined in Article 3.02 shall be entitled to receive 12.6 hours sick leave per month accumulative to 2016 hours.

22.02 Provided a firefighter has sick leave to his credit:

- (a) In cases of single sick shift, a firefighter shall be paid at his regular rate of pay for such single sick shift to a maximum of two (2) shifts per year. A doctor's certificate will not be required in such cases. Single sick shift is equal to an average of 12 hours.
- (b) In cases of sick shifts of two (2) shifts or more, a firefighter shall be paid at the regular rate of pay for all the regular working shifts he is on sick leave.
- (c) The employer has the right to investigate the use of leave and to require the firefighter to submit upon his return to work, satisfactory medical evidence from a qualified medical practitioner. Such proof of illness shall be requested during the period of illness. This requirement shall not apply to the two (2) sick shifts referred to above.

22.03 The corporation shall be notified by the firefighter or his next of kin when a claim is made for sick leave.

22.04 A deduction shall be made from all accumulated sick leave for absence due to sickness during any normal working shift.

22.05 Sick Leave Bank

- (a) When requested in writing, the Corporation shall consider loaning an employee up to a maximum of 200 hours sick leave. The employee will first be required to use all of their allotted leave time including banked overtime, statutory holidays, lieu time off and annual and accrued vacation time. Approval for this loan will be on a case-by-case basis.
- (b) Members shall repay this loan as sick leave is earned. No additional sick leave shall be payable to the employee until the total amount loaned has been repaid to the Corporation. If the employee terminated their employment with the Corporation, prior to repaying the total amount that was loaned to them, the Corporation is authorized to recover the outstanding amount from the payments due to the employee.

ARTICLE 23 - MEDICAL EXAMINATION

- 23.01 (a) Firefighters shall be required to undergo an annual physical examination within thirty (30) days before or after their date of hire, at the expense of the corporation, and shall submit a copy of the examination report to the corporation.
- (b) When the corporation has reasonable and probable grounds of suspecting that, because of a medical condition, the firefighter is a source of danger to himself, other firefighters, or company property, or that the firefighter is unfit to perform his duties, the corporation reserves the right to have the firefighter submit to a medical examination at the corporation's expense.
- (c) No firefighter shall be laid off as a result of this medical examination. If he is found not medically fit for his present employment, he will be assigned other work at the rate for the job to which he is assigned provided he meets the requirements of Article 15.03 and there is work available. If a firefighter cannot perform satisfactorily in any occupation, then he will be placed on extended sick leave.

ARTICLE 24 - WELFARE BENEFITS

- 24.01 Firefighters shall participate in and receive the benefits of a mutually agreeable retirement plan. Any changes to the present pension plan shall be fully negotiable between the union and the corporation.

The welfare benefits will be altered in accordance with the plan negotiated by the parties. The corporation shall pay the cost of the premiums in accordance with the following:

	<u>Single</u>	<u>Married</u>
Health & Benefits Plan	90%	75%
Employee prescription co-pay - \$5.00		
Life Insurance (\$75,000 for life with double indemnity for accidental death or dismemberment)		
Dependent coverage:		
\$15,000 for spouse		
\$10,000 for each child	90%	75%

24.02 Benefits Committee

- (a) A Joint Benefits Committee shall be formed, with equal representation from the unions and the corporation or as agreed to by the parties. Each local shall have two (2) representatives on the Committee.

- (b) The functions of the Committee shall be subject to the provisions of Article 10 and shall include the following:
 - (i) To administer the retirement plan, and to ensure that benefits are paid;
 - (ii) To inform members of their entitlement under the plan;
 - (iii) To consider revisions or amendments to the existing plan.
- (c) The Committee shall meet at least once each year, or as mutually agreed between the parties.

24.03 Pension Plan Disclosure

- (a) The corporation shall make every reasonable attempt to ensure that the following information is produced by the insurer to each firefighter and the cost thereof shall be borne by the Plan:
 - (1) The total amount of required contributions paid into the plan and, if any, the interest accrued;
 - (2) The total amount of voluntary additional contributions made to the plan and the interest accrued, if any;
 - (3) The total amount of contributions made by the corporation and the amount of interest;
 - (4) The percentage of "vested" employer contributions;
 - (5) The benefit amounts to be paid in case of disability, death or withdrawal from the plan;
 - (6) The name of the beneficiary, if applicable, in case of death;
 - (7) The pension to be made at normal retirement age.
- (b) In addition, the corporation shall make every reasonable attempt to ensure that the following information is produced by the Insurer on an annual basis or on request by the Welfare Benefit Committee:
 - (1) The master policy and all amendments;
 - (2) The performance of the plan.

24.04 Firefighter/Employer Contributions

Effective January 1, 2014, firefighters are required to contribute 9% of regular earnings to the pension plan and the corporation agrees to match employee contributions.

24.05 Long-Term Disability

- (a) The corporation shall provide Long-Term Disability Insurance Plan for all firefighters of the corporation. Firefighters shall be responsible for the payment of 100% of premium costs.
- (b) In the case of a firefighter who is on sick leave, he shall be entitled to the provisions of Article 22 up to a period of 180 days. At the completion of 180 days of sick leave, such firefighter shall not receive any further sick leave benefits and shall instead, be covered by the provisions of the Long-Term Disability Plan.
- (c) If a firefighter is not qualified to receive any benefits under the provisions of the Long-Term Disability Plan, he shall then have the right to exercise his rights under the terms of the sick leave provisions of this agreement.
- (d) A firefighter who is not eligible to exercise his rights under Article 22 and who is covered by the Long-Term Disability Plan, shall continue to accumulate other benefits subject to the provisions of this Collective Agreement.

ARTICLE 25 - LEAVE OF ABSENCE

25.01 Any firefighter who has completed the probationary period, leaving the employment of the corporation during a state of general emergency to join any of the branches of the Armed Services in Canada, shall, on his return to the employment of the corporation:

- (a) maintain his seniority rights;
- (b) maintain his right to promotion;
- (c) be entitled to any pay increase, provided he returns to work with the corporation within three (3) months of the date of discharge from the above-mentioned Armed Forces.

25.02 Bereavement Leave

- (a) A firefighter shall not sustain loss of regular rate of pay and shall be granted a leave of absence in accordance with the following:

- (1) Five (5) consecutive calendar days in the case of the death of the firefighter's spouse, common law spouse, son or daughter, step child, mother or father;
 - (2) Three (3) consecutive calendar days in the case of a death of the employee's brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.
 - (3) The day of the funeral in the case of an aunt, uncle or spouses grandparents. (If it is the responsibility of the firefighter to arrange for the funeral, three (3) consecutive days shall be granted).
- (b) In the event of death in the immediate family, the Corporation shall grant an additional day off if the funeral takes place more than three hundred and twenty (320) kilometres from Bathurst, to a maximum of two (2) days. This is applicable to all persons listed in 25.02 (a) (1) and (2).
 - (c) Reasonable time off shall be granted to firefighters who wish to attend the funeral of a member of Local 3040.
 - (d) One (1) day leave shall be granted without loss of salary or wages to attend any funeral as a pallbearer.
 - (e) Payment shall be made at the regular rate of pay, provided that
 - (1) one of the days granted shall be the day of the funeral;
 - (2) the firefighter affected shall attend the funeral;
 - (3) all of the days for which payment is made are scheduled work days;
 - (4) the firefighter affected is not absent because of the following reasons:
 - (i) sick leave
 - (ii) on compensation
 - (iii) under suspension
 - (iv) day off
 - (v) any other leave of absence which may have been granted by the corporation.

25.03 Union Functions

Leave of absence for union functions shall be granted without pay and without loss of seniority, subject to the condition that such leave shall not be granted to more than two (2) firefighters at any one time.

- 25.04 All requests for time off with respect to the provisions of this article shall be subject to approval by the corporation. Any request for time off must be given at least two (2) weeks in advance and such request must be made during regular working hours.
- 25.05 All leaves of absence, unless otherwise provided in this agreement, shall be at the sole discretion of the corporation.
- 25.06 The corporation may consider any other written request for leave of absence and may, in appropriate cases, grant leave of absence without pay and without loss of seniority.
- 25.07 The corporation shall pay any firefighter who is required to attend court or an inquest in a matter arising out of the course of his employment, his full pay at his regular rate of pay for his lost earnings. Treasury Board's benefit applicable to the firefighter for his lost earnings, shall be so directed to and for the use of the corporation.

25.08 Time off for Meeting

- (a) A maximum of three (3) representatives of the union shall have the privilege of attending negotiation and conciliation meetings held within working hours without loss of remuneration.
- (b) If a firefighter is scheduled to work a nightshift (17:30 to 07:30) immediately prior to a day when negotiations or conciliations have been scheduled, he shall only be required to work from 17:30 hours to 21:30 hours and have the remainder of the shift off with no loss of pay.

If a firefighter is scheduled to work a dayshift (07:30 to 17:30) on a day when negotiations or conciliations have been scheduled, he shall receive the entire shift off with no loss of pay.

If a firefighter is scheduled to work a nightshift (17:30 to 07:30) on a day when negotiations or conciliations have been scheduled, he shall only be required to report to work at 21:30 hours without any loss of pay.

Time off is to be requested in writing. If scheduled negotiations or conciliations are cancelled anytime after noon (12:00) on the day before negotiations or conciliations have been scheduled, the firefighter is not required to report to work for the period of time he had been granted off.

Should a firefighter be requested to report to work during the time period that he had been granted off for negotiations or conciliations, he will not be eligible to receive additional compensation for the hours in question.

ARTICLE 26 - PAYROLL PERIOD AND WAGES

26.01 Payday

Firefighters shall receive their pay no later than 4:00 p.m. on each Thursday. If a holiday as defined in Article 21 falls on a Thursday, pay shall be received on the previous day. The corporation shall arrange to hold back five (5) running days' pay including Sunday, if applicable, to be paid to the firefighters upon layoff, dismissal, retirement, or otherwise leaving the services of the corporation.

26.02 Wages

Wages for all firefighters covered by this agreement shall be as per attached schedule, to be known as Appendix "A", and shall form part of this agreement.

26.03 Temporary Assignment

- (a) A firefighter temporarily assigned to a classification of a higher rate of pay, shall receive the higher rate of pay for the duration of the working period.
- (b) Should a firefighter be temporarily assigned to a classification of a lower rate of pay, the rate of pay shall not be reduced by reason thereof.

26.04 (a) The corporation shall pay tradesman license fee for a firefighter who, as a condition of employment, is required to be licensed.

- (b) Materials required to obtain firefighter certification will be obtained and paid for by the employer.

26.05 Meal Allowance

- (a) A firefighter who has completed at least one (1) hour of on-going overtime work shall be provided with a meal allowance of ten (10) dollars by the corporation and paid meal period of fifteen (15) minutes.
- (b) For every four (4) hours of continuous on-going overtime work completed by a firefighter, he shall be provided with a meal allowance of ten (10) dollars by the corporation and a paid meal period of fifteen (15) minutes.
- (c) In the case of call-outs, after four (4) hours of continuous overtime work is completed and the firefighter is requested to stay beyond that four (4) hours he shall be entitled to a meal allowance of ten (10) dollars and a fifteen (15) minute meal break, and for every four (4) hours thereafter, he shall be entitled to an additional meal allowance of ten (10) dollars and a paid meal period of fifteen (15) minutes.

ARTICLE 27 - TRAINING COURSES

- 27.01 (a) When a firefighter is authorized and directed to attend an educational training course, such firefighter shall receive his regular pay for such period. If the firefighter is on his days off during a week long training course he shall be given a maximum of twenty-four (24) hours off or bank twenty-four (24) hours to be taken at a later date.
- (b) The corporation shall also be responsible for the cost of accommodation, travelling expenses, and tuition fees if such expenses are not recoverable. The corporation shall determine the courses and accommodations to be taken and used.
- 27.02 (a) The selection of candidates for the above shall be made according to the needs of the corporation and taking into consideration the need for improved efficiency and productivity.
- (b) Courses shall be bulletined by the Corporation, for information purposes only.
- 27.03 (a) Occasionally, the corporation may wish to offer courses or training in an open competition. Such courses or training will be bulletined.
- (b) The bulletin shall contain the following information:
- (1) Type of course (subjects and materials to be covered);
 - (2) Time, duration and location of course;
 - (3) Basic minimum qualifications required from applicants.
 - (4) Identify volunteer or full-time training.
- (c) This bulletin shall be posted for a period of two (2) weeks on bulletin boards in all stations, to afford all interested firefighters an opportunity to apply for such training.
- (d) No firefighter shall be re-admitted to the same course of equal content unless the course content has become outdated.
- (e) Selection of all candidates shall be made on the basis of Article 15 of the Collective Agreement.
- 27.04 When a firefighter attends a training course outside the city limits and uses his personal automobile for travelling, he shall be remunerated at the rate per kilometre as per City policy. A meal allowance shall be paid as per City policy.
- 27.05 When a regular firefighter is authorized and directed to attend compulsory training courses on his time off, he will receive his regular rate of pay or equivalent time off at straight time for that period of time.

ARTICLE 28 - SERVICE PAY

28.01 In addition to the regular rate of pay, each firefighter shall be paid two hundred eighty dollars (\$280.00) for each eight (8) years of continuous service, to be paid on the anniversary date of employment every year.

ARTICLE 29 - RETIREMENT PREMIUM

- 29.01 (a) Any firefighter who qualifies under the Pension Retirement Plan shall receive a gold-plated watch and for each five (5) years of employment, one (1) week's pay.
- (b) An employee, upon reaching the age of fifty-five (55) and having accrued sick leave to his credit, shall receive an allowance in lieu, thereof, equal to such credit converted into a pre-retirement vacation equivalent up to a maximum of six (6) months. An employee eligible to the pre-retirement vacation may elect to have a lump sum payment equivalent to a maximum of six (6) month's salary.
- (c) If an employee taking early retirement wishes to continue health benefits and/or a flat rate life insurance of fifty thousand dollars (50,000), the employee and employer will share the costs as per Article 24.01. This benefit terminates at age 65.

ARTICLE 30 - LIABILITY COVERAGE

30.01 The corporation shall carry liability insurance to a maximum of five million dollars, covering firefighters in the performance of their duties on behalf of the corporation.

ARTICLE 31 - INJURED ON DUTY

- 31.01 Regular firefighters who are injured on duty shall be governed under the Worker's Compensation Act and Regulations.
- 31.02 Total temporary disability refers to the period of time during which an injured worker is unable to perform work of any kind and is actively receiving treatment for the injury suffered. It commences with the day the injury is suffered and terminates on the day on which he is certified as being capable of returning to work or on the day on which he is awarded a partial or total disability pension.
- 31.03 It shall be the duty and responsibility of the injured firefighter to report to the corporation immediately upon termination of the period of total temporary disability or the awarding of a partial or total disability pension.
- 31.04 The firefighter shall receive a copy of the compensation statement received from the Compensation Board on his behalf when T-4, T-5 and T-6 slips are made available.

ARTICLE 32 - SAFETY AND HEALTH

32.01 The corporation shall make reasonable provisions for the safety and health of its firefighters during their hours of employment.

32.02 Protective devices and other equipment deemed necessary to properly protect firefighters from injury shall be supplied by the corporation. It will be mandatory for firefighters to use such protective devices or equipment at all proper times.

32.03 It is mutually agreed that both the corporation and the union shall co-operate to the fullest possible extent towards the prevention of accidents and in the reasonable promotion of safety and health.

32.04 No Disciplinary Action

(a) No firefighter shall be disciplined for refusal to work on a job or to operate any equipment which, in the opinion of the Safety Committee, is unsafe, pursuant to the N.B. Occupational Health and Safety Act.

(b) A firefighter shall not be disciplined where he is unable to discharge his employment obligations because of illness or infirmity attributable to a problem related to drugs or alcohol, provided that he is enrolled in and following a recognized rehabilitation program.

32.05 Safety Committee

(a) A joint Health and Safety Committee shall be formed, with equal representation from the unions and the corporation or as agreed. Each local shall have two (2) representatives on the committee.

(b) The Committee shall maintain and keep minutes of its proceedings and shall send a copy of same to members of the Committee.

(c) The Committee shall meet at least once a month.

(d) Both parties agree that they will comply with the Occupational Health and Safety Act which governs matters related to such Committee.

ARTICLE 33 - CLOTHING

33.01 Safety and Protective Clothing

It shall be mandatory for all firefighters to wear safety and protective clothing at all proper times. The corporation shall provide the following clothing as required:

Firefighters

- Firefighter's safety helmet with face shield;
- Firefighter's coat and bunker pants;
- Firefighter's safety bunker boots (leather) and gloves;
- Coveralls (fire retardant/resistant) (1 pair);
- Work overalls (1pair);
- Firefighter's mitts;
- Rescue/extrication gloves.
- Spec Kit;
- Face piece and fit test for SCBA'S

It shall be the responsibility of the firefighter to look after such safety and protective clothing and to keep the clothing as clean as work conditions permit. A second issue will be given without charge when the worn out first issue is returned. In cases of clothing being lost, the firefighter will be required to purchase replacement clothing at cost. Such cost shall be deducted from the firefighter's wages.

33.02 Clothing – Fire Department

It shall be mandatory for all the Fire Department firefighters to wear uniforms at all proper times. The Corporation shall provide as follows:

<u>Initial Issue</u>	<u>As needed</u>
Forage cap (1)	Winter fur hat
<u>Initial Issue</u>	<u>As needed</u>
All season jacket (1)	All season jacket
Trousers (3 pairs)	Trousers
Shirts (6)	Shirts
Boots/Shoes/Overshoes (2 of 3)	Boots/Shoes/Overshoes
Socks (2 pairs)	Socks
Winter fur hat (1)	Neck tie
	Sweater or Fleece pullover or Vest
	Forage Cap

It shall be the responsibility of all firefighters to look after such uniforms and to keep them as clean as his work conditions permit.

In the case of uniforms being lost, the firefighter will be required to purchase replacement uniforms at cost. Such cost shall be deducted from the firefighters wages.

Such clothing as listed (excepting disposable items) is to be returned to the Fire Chief for replacement. Such clothing as listed bearing departmental or corporate insignia or logo shall have such insignia or logo removed by the administration. The returned clothing shall then be donated to the local volunteer center or other such charitable organization.

- 33.03 The corporation shall supply all tools and equipment for all firefighters, required in the performance of their duties.

ARTICLE 34 - JOB SECURITY

- 34.01 The corporation shall not reduce its regular work force as a result of contracting out.

ARTICLE 35 - COPIES OF AGREEMENT

- 35.01 It is the desire of the corporation and the union that each firefighter become familiar with the provisions of this agreement and their rights and duties under it. For this reason, the corporation shall issue a copy of the agreement in booklet form to each firefighter within sixty (60) days following the signing of the Collective Agreement.

ARTICLE 36 - REPRESENTATIVE OF C.U.P.E.

- 36.01 The union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the corporation. Such representatives shall have access to the corporation's premises in order to investigate and assist in the settlement of a grievance or arbitration.

ARTICLE 37 - COST OF LIVING ALLOWANCE

- 37.01 In order to protect the living standard of the members of the bargaining unit, the corporation agrees to increase the wage schedule in the agreement by one (1) cent per hour for each .3 full points increase in the all item consumer price index for Canada, all items 1981 = 100, triggered whenever the said index exceeds nine percent (9%) annually from December 31, 2012, the said cost of living to be adjusted on December 31st of each contract year. The cost of living allowance (C.O.L.A.) will be paid weekly on regular hours of work only.

The C.O.L.A. shall not be incorporated in the basic hourly rate and shall not be used in the computation of welfare benefits.

Example of Calculation:

Consumer Price Index for Canada (1981 = 100)

December 2012 ____ points

December 2013 ____ points
December 2014 ____ points
December 2015 ____ points
December 2016 ____ points
Difference ____ points ____ %

In excess of nine percent (9%) from December 31, 2012, C.O.L.A. triggered on the basis of 01 cent per hour increase for each .3 full points in the C.P.I.

ARTICLE 38 - NO STRIKE OR LOCKOUT

38.01 The union agrees that there will be no strike, and the corporation agrees that there shall be no lockout of firefighters covered by this agreement, in accordance with the Industrial Relations Act of the Province of New Brunswick.

ARTICLE 39 - JOB DESCRIPTION AND CLASSIFICATION

- 39.01 (a) The corporation and the union recognize the importance of having job descriptions that accurately describe the duties, responsibilities, skills, knowledge and abilities required for each classification covered by this Collective Agreement.
- (b) Revision of these job descriptions is required from time to time to reflect changes in the aforementioned areas.
- (c) The corporation agrees to establish an ongoing review of job descriptions with union representatives and to implement changes as required.
- (d) Existing classifications shall not be eliminated without prior agreement in writing with the union.
- (e) The corporation and the union shall establish a Job Description Committee which shall consist of two (2) members designated by the corporation and two (2) members appointed by the union.
- 39.02 (a) When a job is created or revised which cannot be properly placed in the existing classifications by mutual agreement, the corporation will, after consultation with the union, set up a new or revised classification and a rate covering the job in question and will designate it as temporary.
- (b) The new classification and rate shall be considered temporary for a period of thirty (30) calendar days following the date of notification to the union. During this period, the union may request the corporation to negotiate the rate for the classification.

- (c) The negotiated rate, if higher than the temporary rate, shall be retroactive to the date of the establishment of the temporary classification.
- (d) If, as a result of these negotiations, the parties are unable to agree, either party may refer the matter to the grievance and arbitration procedures.

ARTICLE 40 - AMALGAMATION/REGIONALIZATION

In the event of amalgamation or regionalization, the City of Bathurst will recognize seniority, rank, wages, and health and welfare benefits.

ARTICLE 41 - TERM OF AGREEMENT

41.01 This agreement constitutes the entire agreement between the parties and shall be in effect for a term beginning on January 1, 2013 and ending on December 31, 2016 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by written notice to the other party not less than sixty (60) calendar days and not more than one hundred and eighty (180) calendar days prior to the expiration date of this agreement or any renewal thereof.

41.02 Changes in Agreement

Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement in writing.

APPENDIX "A"

WAGE SCHEDULE

<u>CLASSIFICATION</u>	<u>Dec.31, 2012</u>	<u>Jan. 1, 2013</u>	<u>Wage Adjustment Jan. 1, 2014</u>	<u>Jan. 1, 2014</u>	<u>Wage Adjustment Jan. 1, 2015</u>	<u>Jan. 1, 2015</u>	<u>Jan. 1, 2016</u>
		2.50%	\$0.50	2.50%	\$0.25	2.50%	Wage reopener
<u>Group "A"</u>							
Captain – Firefighter	\$28.93	\$29.65		\$30.90		\$31.93	
Lieutenant – Firefighter	\$28.18	\$28.88		\$30.11		\$31.12	
<u>Group "B"</u>							
1 st . Class Firefighter	\$27.93	\$28.63		\$29.86		\$30.86	
2 nd Class Firefighter	\$25.78	\$26.42		\$27.59		\$28.54	
3 rd Class Firefighter	\$25.39	\$26.02		\$27.18		\$28.12	
Probationary Firefighter	\$23.18	\$23.76		\$24.87		\$25.75	
Temporary Firefighter	\$22.20	\$22.76		\$23.33		\$23.91	

The wage adjustment will not apply to temporary employees.

Trainer/Trainer Assistant – Title carried in addition to rank.

Trainer - \$0.12 adjustment

Trainer Assistant - \$0.10 adjustment

Trainer and Trainer Assistant must attain Level I – Instructor.

An officer's permanent rank will be carried over to any fire department activity.

FF1, FF2 - as per NFPA1001

Pumping Course – as per current City of Bathurst standard

APPENDIX "B"

10 and 14 Hour Shifts:

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Sunday	Off	7:30 – 17:30	Off	17:30 – 7:30
Monday	17:30 – 7:30	Off	7:30 – 17:30	Off
Tuesday	17:30 – 7:30	Off	7:30 – 17:30	Off
Wednesday	Off	17:30 – 7:30	Off	7:30 – 17:30
Thursday	Off	17:30 – 7:30	Off	7:30 – 17:30
Friday	7:30 – 17:30	Off	17:30 – 7:30	Off
Saturday	7:30 – 17:30	Off	17:30 – 7:30	Off
Total Hours Worked	48 hours	38 hours	48 hours	34 hours (168 hrs/month)

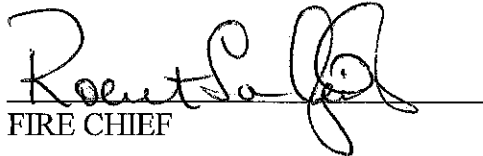
LETTER OF AGREEMENT


Between the City of Bathurst and C.U.P.E. Local 3040

It is recognized by the union that any person hired according to the laws to alleviate unemployment are not subject to the terms of the Collective Agreement and that these persons are not required to join the union during their employment under the program.

Persons hired under these programs shall only do work which is provided under the program. Such programs shall not cause a reduction of a firefighter's working hours nor cause the layoff of a present firefighter.

Signed on behalf of the parties at Bathurst, New Brunswick, this 18th day of December, 2014.


FIRE CHIEF


PRESIDENT
C.U.P.E. LOCAL 3040


DIRECTOR OF HUMAN
RESOURCES


RECORDING SECRETARY
C.U.P.E. LOCAL 3040

LETTER OF AGREEMENT

Between the City of Bathurst and C.U.P.E. Local 3040

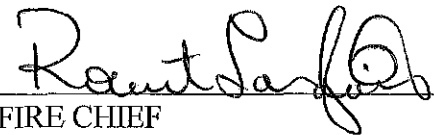
WHEREAS the parties discussed Article 33 - Clothing;


AND WHEREAS the Corporation is in a legal and binding contract with the current supplier;

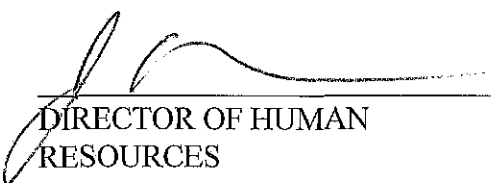
The parties agree as follows:

- 1- The parties will meet to discuss Article 33 - Clothing after the signing of the collective agreement, but before the end of the contract with the supplier.
- 2- The purpose is to negotiate station wear that answers the firefighters' needs.
- 3- This new language will become part of the collective agreement and replace current Article 33.02.

Signed on behalf of the parties at Bathurst, New Brunswick, this 9th day of November, 2014.


FIRE CHIEF


PRESIDENT
C.U.P.E. LOCAL 3040


DIRECTOR OF HUMAN
RESOURCES


RECORDING SECRETARY
C.U.P.E. LOCAL 3040

LETTER OF AGREEMENT

Between the City of Bathurst and C.U.P.E. Local 3040

WHEREAS the parties negotiated new language in Article 22.05 Sick Leave Bank;

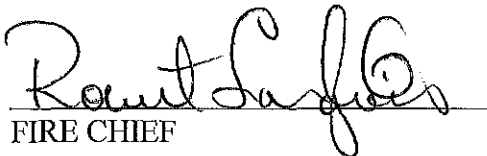
AND WHEREAS there is 1896.37 hours left in the sick leave bank as per the previous collective agreement;


AND WHEREAS the parties agree to distribute the remaining hours between all contributing employees;


The parties agree as follows:


- 1- The Union will consult with its members on the method for distribution of the remaining hours in the sick leave bank.
- 2- The Union will thereafter advise the Corporation of the method for distribution of the remaining hours in the sick leave bank.
- 3- The Corporation agrees to calculate the distribution of the remaining hours in the sick leave bank as per the method provided by the Union. Prior to distributing the remaining hours between all contributing employees, the Corporation agrees to provide a copy of their calculation for approval by the Union. Following approval from the Union, the Corporation shall distribute the sick leave entitlement within 30 days of the signing of the collective agreement.

Signed on behalf of the parties at Bathurst, New Brunswick, this 18th day of November, 2014.

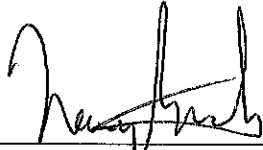

FIRE CHIEF


PRESIDENT
C.U.P.E. LOCAL 3040


DIRECTOR OF HUMAN
RESOURCES


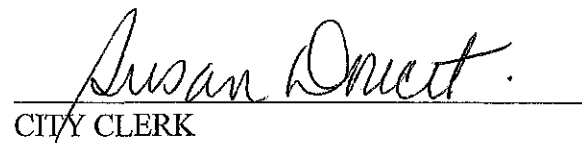

RECORDING SECRETARY
C.U.P.E. LOCAL 3040

SIGNED, SEALED AND DELIVERED
AT BATHURST, NEW BRUNSWICK
THIS 18th DAY OF November, 2014

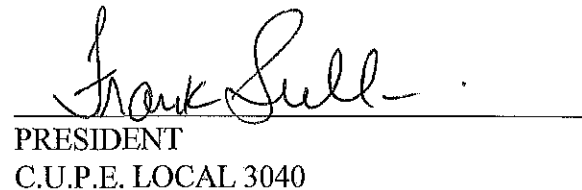
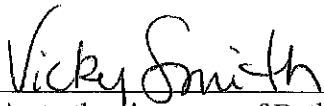


As to the signature of the
Corporation of the City of
Bathurst, N. B.

CORPORATION OF THE CITY OF
BATHURST, NEW BRUNSWICK


MAYOR
CITY CLERK

BATHURST FIREFIGHTERS AND
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL UNION NO. 3040


PRESIDENT
C.U.P.E. LOCAL 3040

As to the signature of Bathurst
Firefighters and Canadian Union
of Public Employees,
Local Union No. 3040


RECORDING SECRETARY
C.U.P.E. LOCAL 3040