

COLLECTIVE AGREEMENT

Between

CITY OF FERNIE

and

**FERNIE PROFESSIONAL
FIRE FIGHTERS, LOCAL 2827
(International Association Of Fire Fighters)**

January 1, 1995 - December 31, 1998

City of Fernie / I.A.F.F., Local 2827
Collective Agreement: January 1995 - December 1998

THIS AGREEMENT made and entered this day of November, 1995, effective on the first day of January 1995.

BETWEEN:

The Corporation of the City of Fernie

(hereinafter called the "**City**")
OF THE FIRST PART

AND:

The Fernie Professional Fire Fighters, Local 2827

(of the International Association of Fire Fighters)

(hereinafter called the "**Union**")
OF THE SECOND PART

WITNESSETH THAT:

ARTICLE 1 CONTACT BETWEEN PARTIES

1:00 The method of contact between parties of this Agreement shall be: by the Fernie Professional Fire Fighters through the Administrator of the Corporation of the City of Fernie and by the City through the Secretary of the Fernie Professional Fire Fighters, Local 2827.

1:01 The Corporation of the City of Fernie shall hereinafter be referred to as the "City". The Fernie Professional Fire Fighters, Local 2827 shall hereinafter be referred to as the "Union".

ARTICLE 2 UNION RECOGNITION

2:00 The City or anyone authorized to act on its behalf recognizes the Union as the sole collective bargaining agency for the Professional Fire Fighters of Fernie, and hereby consents and agrees to negotiate with the Union or anyone authorized to act on behalf of the Union in any and all matters affecting the relationship between the parties to this Agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.

2:01 The City, its servants and agents, agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rate, training, origin, political or religious affiliations, sex or marital status nor by any reason of his membership in a labour union.

2:02 The employer agrees to acquaint the new employee with the fact that an Agreement between the parties is in effect and the conditions of the employment set out in Article 4 of this Agreement dealing with Union security and dues check-off: all the new employees shall be presented with a copy of the Agreement by the employer on commencement of employment.

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- 2:03 Copies of all Resolutions and Bylaws adopted by the City which affect the members of the Union are to be as follows:
- a) forwarded to the Union
 - b) posted on all bulletin boards.
- 2:04 The City shall provide bulletin boards in the Fire Hall upon which the Union shall have the right to post notices of meetings and other such notices as may be of interest to the employees. Such bulletin boards shall be placed in a prominent place for all employees to see.
- 2:05 In the event any other employees of the employer engage in legal strike and place or maintain pickets at the employer's premises, then any refusal to work or failure to cross such picket line by members of this Union shall not be considered a violation of this Agreement except in the case of a fire/rescue emergency.
- 2:06 Persons whose jobs are not in the bargaining unit shall not work on any job which is included in the bargaining unit except in the case of an emergency or when no other employees are available and except for training or instructional purposes.
- 2:07 Employees under this Agreement agree that their first responsibility is to the citizens and the City and as such, if a secondary job is held, that this secondary job will not interfere with the performance of the duties of a fire fighter. It is also agreed that no fire fighter will hold second employment that could in any way be construed by the public as a conflict of interest, i.e., selling fire equipment.

ARTICLE 3 MANAGEMENT RIGHTS

- 3:00 The City reserves the right to operate and manage its business and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Nothing in this Agreement shall be interpreted as interfering in any way with the City's rights to extend, limit, curtail, or shut down its operations or any part thereof when at its sole discretion, the City may consider it advisable to do so.

ARTICLE 4 UNION SECURITY AND CHECK-OFF

- 4:00 Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment; and every new employee whose employment commences hereafter shall within one hundred and twenty (120) days after commencement of his employment, apply for and maintain his membership in the Union as a condition of his employment.

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- 4:01 The employer agrees to deduct from the pay of each member of the Union employed by the employer any initiation fees, monthly dues or assessments levied as set by the Union from time to time and as advised by the Union in writing. The employee shall sign and provide to the employer an Authorization for Dues Check-Off in the form specified in Schedule A.
- 4:02 Deductions shall be made from the payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union within seven (7) working days of the second bi-weekly payday accompanied by a list of all employees from whose wages the deductions have been made.

ARTICLE 5 UNION TIME OFF

- 5:00 The City agrees that, where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the City, or with the respect to a grievance, they shall suffer no loss of pay for the time so spent to a maximum of two (2) hours.
- 5:01 Leave of absence without pay and without loss of seniority may be granted upon request to the City at the Fire Chief's discretion and with due regard to safety, to employees elected or appointed to represent the Union at Union conventions. Such time shall not exceed a total of twenty-four (24) man days in any one year.
- 5:02 Any employee who is elected or selected for a full-time position with the Union shall be granted unpaid leave of absence without loss of seniority by the City for a period of one (1) year without pay.
- 5:03 A bargaining representative for this Local; shall have the privilege of attending collective bargaining meetings if held during regular work hours, without loss of remuneration.

ARTICLE 6 HOURS OF WORK

- 6:00 Employees covered and classified under this Agreement shall be required to be on duty for forty-two (42) hours in any week unless an arrangement has been made whereby the hours of duty when averaged over a number of weeks shall be at a rate of forty-two (42) hours per week.
- 6:01 Nothing contained in this clause relieves the Fire Department from complying with the provisions of the "Fire Department Act".

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6:02 Shifting

- a) Employees receiving a change of shift to facilitate annual or statutory holiday coverage shall receive notification forty-eight (48) hours in advance of the hour he is to report to duty.
- b) If an employee is required to perform sick or injury relief duties, he shall be given a minimum of three (3) hours notice to report to duty.
- c) Shifts may be established by mutual agreement between the City and the Union.

6:03 Notwithstanding Clauses 6:00, 6:01, and 6:02 it is understood and agreed that the manning and shift scheduling are the sole responsibility of the Fire Chief.

ARTICLE 7 SALARIES

7:00 The salary of a First Class Fire-Fighter shall be the base and all other classes indexed to First Class in accord with the following schedule.

7:01 Monthly Schedule of Salaries

<u>POSITION</u>	<u>% OF FIRST CLASS</u>	<u>Jan.01, 1995</u>	<u>Jan.01, 1996</u>	<u>Jan.01, 1997</u>	<u>Jan.01, 1998</u>
Deputy Chief	118%	4,744.23	4,840.99	4,948.37	5,078.17
Captain	112%	4,502.99	4,594.83	4,696.75	4,819.95
Training (Officer)	110%	4,422.58	4,512.78	4,612.88	4,733.88
Fire Prevention (Officer)	110%	4,422.58	4,512.78	4,612.88	4,733.88
First Class	100%	4,020.53	4,102.53	4,193.53	4,303.53
Second Class	95%	3,819.50	3,897.40	3,983.85	4,088.35
Third Class	90%	3,618.48	3,692.28	3,774.18	3,873.18
Probation	85%	3,417.45	3,487.15	3,564.50	3,658.00

7:02 The City shall pay salaries and wages every second Friday. On each pay, each employee shall be provided with an itemized statement of his wages and deductions.

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- 7:03 Employees shall receive on the last day preceding commencement of their annual vacation, any pay cheques which may fall due during the period of their vacation subject to Clause 10:01.
- 7:04 If an employee is temporarily assigned to a higher classification during the absence of another employee, he shall receive the rate of pay at the higher classification or his regular rate, whichever is greater, for those hours worked at the higher classification. Upon return to his former position he shall be paid the normal rate of his position. When an employee is temporarily assigned to a position paying a lower rate, his rate shall not be reduced until he has worked in his temporary position for sixty (60) days consecutively.
- 7:04(A) When an employee requests assignment to a lower position paying a lower rate, the lower rate shall be the rate of pay effective on assignment.
- 7:05 When there is any change in any classification, or the duties of a classification, and/or rate of pay, or when any position not covered is established during the life of this Agreement, the classification and/or rate of pay for the job in question shall be subject to negotiations between the employer and Union. The new rate shall become retroactive to the time the change was made.
- 7:06 Employees working a night shift, 18:00 hours to 08:00 hours (6:00 p.m. to 8:00 a.m.), a Saturday or Sunday day shift, 08:00 hours to 18:00 hours (8:00 a.m. to 6:00 p.m.), shall be paid a premium of fifty (\$0.50) cents per hour.

ARTICLE 8 SERVICE PAY

- 8:00 Service pay shall be paid to all members covered by this Agreement on the basis of:
- a) After completion of five (5) years of continuous service as a First Class Fire Fighter with the City of Fernie (eight (8) years total) salary shall be one hundred and two (102%) percent of First Class Fire Fighter rate.
 - b) After completion of ten (10) years of continuous service as a First Class Fire Fighter with the City of Fernie (thirteen (13) years total) salary shall be one hundred and three (103%) percent of First Class Fire Fighter rate.
 - c) After completion of fifteen (15) years of continuous service as a First Class Fire Fighter with the City of Fernie (eighteen (18) years total) salary shall be one hundred and four (104%) percent of First Class Fire Fighter rate.

ARTICLE 9 OVERTIME

- 9:00 Until December 31, 1996:
All time worked beyond the normal work day or week shall be deemed to be overtime. Overtime shall be paid at a rate of time and one-half (1 and 1/2) for the first three (3) hours worked in excess of a normal work day and time and one-half (1 and 1/2) for the first three (3) hours on Statutory Holidays as listed in Clause 10:00 or any day which replaces the above days.
- Effective January 1, 1997:
All time worked beyond the normal work day or week shall be deemed to be overtime. Overtime shall be paid at a rate of time and one-half (1 and 1/2) for the first three (3) hours worked in excess of a normal work day.
- 9:01 Until December 31, 1996:
All overtime worked in excess of three (3) hours on normal work days and statutory holidays as listed in Clause 10:00 or any day which replaces above days shall be paid at double (2) the standard rate of pay for each hour worked. Any employee who works on a statutory holiday shall be paid his regular holiday pay in addition to the above applicable.
- Effective January 1, 1997:
All overtime worked in excess of three (3) hours on normal work days and all hours worked on statutory holidays as listed in Clause 10:00 or any day which replaces above days shall be paid at double (2) the standard rate of pay for each hour worked. Any employee who works on a statutory holiday shall be paid his regular holiday pay in addition to the above applicable.
- 9:02 Overtime and call-back shall be shared, wherever possible, equitably among the employees engaged in similar types of operations and who are qualified to perform the available work.
- 9:03 Until December 31, 1996:
Employees not on stand-by who are called out and required to work in an emergency outside of regular working hours shall be paid a minimum of three (3) hours overtime rates at time and one-half (1 and 1/2).
- Effective January 1, 1997:
Employees not on stand-by who are called out and required to work in an emergency outside of regular working hours shall be paid a minimum of three (3) hours at overtime rates.
- 9:04 There shall be no extended amount of overtime in any operation while there are employees on lay-off in the same or similar type of operation and qualified to perform the work.
- 9:05 Employees required to stand-by shall receive four (4) days off in lieu of stand-by pay based on six hundred and forty-four (644) hours on call in a year. The employer shall supply employees on stand-by with pagers.

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- 9:05(A) Employees required to stand-by for Ambulance Assist and First Responder programmes shall receive stand-by pay of two (2) hours straight time for each set scheduled.
- 9:06 Employees who are required to work overtime for more than six and one-half (6 and 1/2) hours consecutively in any day or shift shall be provided with a hot meal, by the City. Amount not to exceed ten (\$10.00) dollars.

ARTICLE 10 STATUTORY HOLIDAYS

- 10:00 Employees shall be entitled to the following statutory holidays, and said holidays may be taken in conjunction with an employee's annual holidays or otherwise, at the discretion of the Fire Chief:

New Years Day	Good Friday	Easter Monday	Victoria Day
Canada Day	B.C. Day	Labour Day	Remembrance Day
Thanksgiving Day	Christmas Day	Boxing Day	

and any other day proclaimed by the federal, provincial or municipal governments as a holiday.

Floating Holidays:

Two (effective January 1, 1996: three) Floating holidays per annum shall be taken at a time which is acceptable to both Fire Chief and the employee, and the dates shall be confirmed in writing thirty (30) days before its occurrence.

- 10:01 Holidays and Statutory Holidays must be applied for on forms provided ("*Application for Leave*") at least thirty (30) days in advance of days requested.
- 10:02 Employees working 18:00 to 08:00 (6: p.m. to 8:00 a.m.) shift on Easter Sunday, December 24 (Christmas Eve) or December 31 (New Years Eve) shall be paid two (2) times that employee's wage.

ARTICLE 11 ANNUAL VACATIONS

11:00 Vacations shall be according to the following schedule:

<u>Continuous Years of Service</u>	<u>Working Days Paid Vacation</u>
1	10
2	15
3	15
4	16
5	16
6	17
7	17
8	18
9	18
10	20
11	20
12	21
13	22
14	23
15	24
16	26
17	27
18	28
19	29
20	30
21	31
22 and thereafter	32

11:01 Any permanent employees not having a year of service prior to the commencement of the vacation period shall be allowed a vacation at the rate of one (1) working day for each completed month of service up to a maximum of ten (10) days vacation.

11:02 Holidays shall be granted at such time as may be mutually arranged with the Fire Chief.

11:03 Employees on Long Term Disability or after six months of Workers Compensation will not accrue holiday credits while receiving benefits.

ARTICLE 12 EMPLOYEE BENEFITS

12:00 The provisions of the Municipal Superannuation Act and the Canada Pension Plan shall apply as provided by law, and the City of Fernie Council will pass a resolution to allow employees over the age of fifty (50) years to be covered by the Superannuation Act.

12:00(A) It is agreed that the City will meet with representatives of the Union to discuss procedures for buying back employees' initial six (6) months of Municipal Superannuation Plan. If an agreement is reached the employees understand that they shall contribute fifty (50%) percent of the cost of the premium and the City contributing fifty (50%) percent of the cost of the premium, as required by law.

12:01 a) Basic Medical

The City will pay 100% of the premiums for the Medical Services Plan of B.C. for all employees. The plan will be effective on the first day of the month following the month of employment. In the case of absence for illness, the City will continue to pay the premiums for a maximum of one (365 days) year from the commencement of the illness. Thereafter, and for the full period of any other authorized absence, the employee may pay the premiums through the City if the employee so wishes.

b) Extended Health Coverage, Optical, Prescriptions

The City will pay 100% of the premiums for the Extended Health Benefits Plan for all employees and for retired employees. The plan will be effective on the first day of the month following the month of employment. In the case of absence for illness, the City will continue to pay the premiums for a maximum of one (365 days) year from the commencement of the illness. Thereafter, and for the full period of any other authorized absence, the employee may pay the premiums through the City if the employee so wishes.

The City will pay 100% of the premiums for the Vision Care Option for all employees and for retired employees. The Option shall provide 100% reimbursement: for adults with a maximum of \$200.00 each two calendar year period; for children with a maximum to \$200.00 each calendar year.

The employee (or retired employee) will have one hundred (100%) percent reimbursement of prescription drug costs including any applicable deductible.

c) Dental

The City will pay 100% of the premiums for the Dental Insurance Plan for all employees and for retired employees. The plan will be effective on the first day of the second (2nd) month following the month of employment.

The Plan pays: 100% of Plan A - Basic Services
90% of Plan B - Prosthetic Appliances (crowns, bridges, dentures)
75% of Plan C - Orthodontia (lifetime maximum of \$1,500 per person).

12:02 Sick leave means the period of time any employee is permitted to be absent from work with full pay by virtue of being sick, disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act.

- a) Employees shall have annually eight (8) days sick leave but this sick leave is not accumulated and will be dissolved at December 31st if unused.
- b) An employee shall have the right to draw on his sick leave accumulation (each employee's sick leave accumulation up to a maximum of one hundred and fifty (150) days was frozen April 05, 1979) when his eight (8) days for each year has run out.
- c) Employees commencing employment after July 1st shall receive an accumulation of four (4) sick leave days for the remainder of the year.

12:03 Weekly Indemnity

The employer will pay 100% of the premiums for the Weekly Indemnity Insurance Plan for all employees. The Plan will provide that the weekly indemnity is payable on the fourth (4th) day of illness, by the insurance company. If the employee has three (3) days of current sick leave, he will use this up. If the employee does not have current sick leave available, he may use his frozen sick leave up to three (3) days. Weekly Indemnity is payable on the fourth (4th) day of sickness, up to a maximum of six hundred and ninety-three (\$693.00) dollars per week for a period of twenty-six (26) weeks. An employee who is eligible for Weekly Indemnity benefits may elect to receive the value of such benefits from the City on regularly scheduled pay days if the employee assigns the benefit from the insurance company to the City.

The City will pay the difference to guarantee the employee a maximum weekly indemnity benefit of ninety (90%) percent of the employee's normal weekly income.

12:04 Long Term Disability

The employer will pay 100% of the premiums for the Long Term Disability Insurance Plan for all employees. The Plan will provide that Long Term Disability is payable after six (6) months, twenty-six (26) weeks, seventy (70%) percent of monthly income to a maximum of three thousand (\$3,000.00) dollars per month.

12:05 Group Life

The employer will pay 100% of the premiums for the Group Life Insurance Plan for all employees, and for retired employees to age 65. Coverage is 300% of annual earnings (rounded to the next \$1,000) to a maximum of \$150,000. The Plan will cover death from any cause.

12:06 Accidental Death & Dismemberment

The employer will pay 100% of the premiums for the Accidental Death & Dismemberment Insurance Plan for all employees. Coverage is 300% of annual earnings (rounded to the next \$1,000) to a maximum of \$150,000.

12:07 An employee absent from duty due to an injury received while on duty who is entitled to Worker's Compensation shall receive full salary during absence for a period not exceeding six (6) months and monies received by the injured employee from the Workers' Compensation Board shall be assigned to the City during that period.

12:08 An employee when sick shall telephone the officer of the day as far in advance of his shift as possible advising that he will not report for duty and any employee who is suspected of abusing his sick leave by a regular schedule of being sick will have to produce a doctor's certificate from a qualified medical practitioner, appointed by the City, stating a valid reason for loss of work. Any employee suspected and found abusing or capitalizing on sick leave benefits will have his employment terminated immediately.

12:09 Bereavement Leave

An employee may be granted three (3) regularly scheduled work days leave without loss of pay, in the case of the death of a parent, current spouse, brother, sister, child, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, grandchild, if the deceased lived within a three hundred mile radius of Fernie. If the deceased lived beyond a three hundred mile radius of Fernie, the employee shall be granted five (5) regularly scheduled work days leave without loss of pay to attend the funeral. One (1) day shall be granted without loss of pay to attend a funeral as a pall-bearer, provided such employee has the approval of the Fire Chief.

12:10 The Fire Chief may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause; such request to be in writing and recommended by the Fire Chief and approved by the City Administrator.

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- 12:11 The City agrees to pay full cost of any course of instruction required by the City for any employee to better qualify the employee to perform his duties. Such payment shall be made upon the successful completion of the course and in accordance with current City Policy. The City will pay one (1) member of the Department fifty (\$50.00) dollars per month in recognition of that member holding a valid Industrial First Aid Certificate. Employees taking courses approved by the Fire Chief on their scheduled days off will be paid one hundred (\$100.00) dollars per day for the hours spent in class attending such a course.
- 12:12 An employee who serves as juror in any Court or Inquest shall be granted leave of absence without loss of wages or seniority. The employer shall pay the employee his regular wages and the employee shall turn over to the employer the payment he receives for such duty excluding payment for travelling expenses, accommodations and meals.
- 12:13 An employee who is required to serve as a Court witness or is named as defendant in civil or criminal actions against the employee as a result of carrying out the assigned duties of his employment by the City shall receive his regular rate of pay for the period of absence and shall receive his call-out rate of pay if attendance is required while on regular days off.

ARTICLE 13 SENIORITY, PROMOTIONS AND DEMOTIONS

- 13:00 Seniority shall date from the first day any employee enters the service of the Fire Department and shall be established on the basis of continual employment.
- 13:01 Newly hired employees shall be considered on probation for a period of six (6) months from the date of hiring to determine capability and suitability for the position and for employment with the employer. During this probation period, these employees are covered by the provisions of this Agreement. The employment of such employees may be terminated at any time during the probation period without notice. Upon successful completion of the probationary period seniority shall be effective from the original date of employment.
- 13:02 If an employee is absent from work because of sickness, accident, lay-off or leave of absence approved by the employer, the employee shall not lose seniority rights. An employee shall only lose seniority, and shall no longer be an employee, in the event the employee:
- is discharged for just cause and is not reinstated;
 - resigns;
 - is absent from work in excess of two (2) days consecutively without notifying the employer, unless such notice was not reasonably possible;
 - retires;
 - has recall rights and such rights expire;.
 - does not return to work upon recall, as provided elsewhere in this Agreement.
- 13:03 Where the competency, efficiency, ability and physical capabilities of employees in all cases of promotion or demotion are relatively equal, seniority shall determine.

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- 13:04 An employee promoted to a new position shall be given three (3) months from the date of his promotion in which to prove satisfactory, and if he fails to do so, he shall be returned to his former position without loss of seniority.
- 13:05 Provided a vacancy exists and it is acceptable to the Fire Chief, an employee who is promoted to a classification above First Class Fire Fighter, has the option of returning to First Class Fire Fighter without loss of seniority.
- 13:06 In the event the City shall merge, amalgamate or combine any of its operations or functions with another employer, the City agrees to attempt to negotiate the retention of seniority rights for all City employees with the new employer.
- 13:07 In the event of a lay-off, employees shall be laid off in the reverse order of seniority. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work. A laid-off employee shall have recall to employment rights for 18 months from the effective date of the lay-off.
- 13:08 An employee shall lose seniority, and shall no longer be an employee, if after a lay-off the employee fails to return to work within seven (7) calendar days after being notified by double registered mail to do so, unless through sickness or other just cause. It is the responsibility of the employee to keep the employer informed of the employee's current address and employees must advise the employer of any changes of address by double registered mail.
- 13:09 The City shall notify employees who are laid off in writing, two (2) days before lay-off is to be effective if it is contemplated that the lay-off is to be more than fourteen (14) days. Salaried employees are to be given one (1) month notice of lay-off before the lay-off is to be effective.
- 13.10 A regular employee who is laid off and who remains on the recall list may continue on the following benefit plans for the period of the lay-off:
Medical Services Plan
Extended Health Benefits Plan including Optical, Prescription Drugs
Group Life and AD & D
Dental Insurance Plan.

The employer will continue to pay its share of the cost of the premiums for a period of six (6) months provided the employee pays his share. In order to continue on the plans beyond the six-month period, the laid-off employee shall advise the Payroll Clerk, prior to the end of the six-month period, of the employee's wish to continue and the plans involved. The employee will indicate a choice of method of payment:

1. paying full monthly premium to the employer prior to the 2nd day of the month being covered (i.e. employer receives payment for December coverage by December 2nd or coverage is automatically cancelled);
- or 2. paying full monthly premiums to the employer for the six months or one year in advance.

The employer will not be required to make any payments of premiums where an employee is elsewhere employed during any such periods of lay-off, and is eligible for benefits.

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- 13:11 Prior to filling any staff changes or promotions covered by the terms of this Agreement, the City shall notify the Union in writing and post a notice of the position at the Fire Hall for a minimum of five (5) working days, in order that all members will know about the position to be able to make a written application therefore., Nature of position, skills, ability, required knowledge, education, wages or salary and/or range shall be contained in the notice. No appointment shall be given to any additional employee until after such posting has been completed.
- 13:12 The Union shall be notified of all appointments, hirings, lay-offs, re-hiring, and terminations of employment.
- 13:13 Any employee covered by this Agreement, who has given good and faithful service to the City, and who through advancing years or temporary disablement is unable to perform his regular duties shall be given preference of any light work available, at the salary payable at the time for the position to which assigned.
- 13:14 In cases of promotion requiring higher classification or certification, the City shall give consideration to employees who do not possess the required qualifications, but are preparing for qualification prior to filling of a vacancy. Such employees will be given six (6) months, unless a longer period of time is agreed to by both parties, and to revert to their former positions if the required qualifications are not met within such time.
- 13:15 Where an employee is temporarily assigned to perform the duties of a higher classification, such an employee shall retain his normal classification even though receiving higher rate of pay during the time he is performing functions of higher classification.

ARTICLE 14 - LABOUR MANAGEMENT COMMITTEE AND ADJUSTMENT PLANS

- 14:00 A Joint Labour/Management Committee shall be established consisting of up to two representatives of the Union and up to two representatives of the City.
- 14:01 The Joint Committee shall concern itself with discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement, with problems and potential problems involving the Parties, but not with grievances, and shall have the power only to make recommendations to the Union and the City.
- 14:02 The Joint Committee shall meet at the written call of either Party, for a stated purpose, within seven (7) days of the call.

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14:03 If the City introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of two or more regular employees, the City shall give notice to the Union at least 90 days before the date on which the measure, policy, practice or change is to be effected; and the Parties agree to be bound by the provisions of Section 54 of the Labour Relations Code. Notwithstanding anything contained elsewhere in this Agreement any employee who has been laid off for two (2) months or more prior to the introduction of a change as defined in this Article shall be deemed not to be affected by the change as defined in this Article and will not be entitled to any of the benefits provided for in this Article.

ARTICLE 15 SAFETY

15:00 The Union and the City shall cooperate in continuing and perfecting the safety measures now in effect, both in the Fire Station and at the scene of a fire or other emergencies.

15:01 A Safety Committee shall be established to monitor all unsafe and dangerous conditions. All Safety Committee recommendations shall be dealt with satisfactorily on a first priority basis.

15:02 A Safety Committee shall assure that all Workers' Compensation Board rules and regulations are understood and applied as pertinent.

15:03 If the City requires an employee to have an Industrial First Aid Ticket, the employee holder of this ticket shall be compensated at a rate negotiated.

ARTICLE 16 CLOTHING

16:00 All professional fire fighters shall receive the following clothing allowance:

Yearly	three (3) pairs work pants two (2) winter shirts two (2) summer shirts six (6) pairs socks
2 Years	one (1) pair boots or shoes one (1) turtleneck sweater
3 Years	Combination Fall/Spring Jacket (as now in service)
5 Years	Winter Parkas

Dress uniform replaced at Fire Chief's discretion.

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- 16:01 The City shall pay each professional fire fighter twelve (\$12.00) dollars per month to launder and maintain Department-issue uniform.
- 16:02 All necessary fire fighter equipment and protective clothing shall be supplied by the City as defined by the Fire Chief with due consideration for the Workers' Compensation Board regulations.

ARTICLE 17 GRIEVANCE PROCEDURES

- 17:00 Wherever the word "*days*" is used in this Article with reference to length of time, it shall mean working days unless otherwise specified.
- 17:01 Differences arising between the parties concerning the interpretation, application, operation or any alleged violation of this Agreement, including any questions as to whether any matter is arbitrable shall be settled without stoppage of work in the following manner.

Stage One

The employee or employees concerned, with their Union Steward in attendance, shall endeavour to settle the dispute with the Fire Chief. Failing to reach a satisfactory settlement of the dispute, the dispute may be referred to Stage Two within eight (8) days of submitting the matter to the Fire Chief.

Stage Two

The employee or employees concerned, with their Union Steward in attendance, shall meet with the Administrator and shall submit the grievance in writing. Failing to reach a satisfactory settlement of the dispute within three days after submission to the Administrator the dispute may be submitted to Stage Three within eight days of the submission.

Stage Three

The General Grievance Committee of the Union shall meet with a Committee of the City Council within five days of a written submission to Stage Three. Failing to reach a satisfactory settlement of the dispute within five days after such a meeting, the dispute may be submitted to Stage Four within twenty days of the meeting.

Stage Four

The dispute shall be submitted to an Arbitrator selected by both parties. In the event the parties are unable to agree on an Arbitrator, the Director of the Collective Bargaining Arbitration Bureau shall be requested to appoint the Arbitrator.

- 17:02 The decision of the Arbitrator with respect to the dispute shall be final and binding on both parties, but in no event shall the Arbitrator have the power to alter, modify, or amend any part of this Agreement in any respect. The decision of the Arbitrator shall be given not later than thirty (30) days after conclusion of the hearing, or such longer period as may be mutually agreed to by the parties involved in the dispute.

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- 17:03 Each party shall share the expenses of the Arbitrator chosen. Each party shall pay all expenses incurred in connection with the presentation and preparation of its own case.
- 17:04 The procedure for settling disputes set out in this Article shall be adhered to, but where a dispute involves a question of general application, suspension or dismissal, the employer and the Union may agree to bypass Stages 1, and 2. The time limits provided in this Article may be extended by mutual agreement.
- 17:05 The employer shall not discipline or dismiss an employee except for just and reasonable cause. Just and reasonable cause shall take into consideration the specific purposes of probation as noted elsewhere in this Agreement. Wherever the Fire Chief deems it necessary to censure an employee for substandard work or contravention of Department Policy, an Employee Performance Notice will be issued to the employee with copies to the Administrator's office, Secretary of the Union and to the Shop Steward. The issuance of three of these Employee Performance Notices will constitute an automatic termination of employment.

ARTICLE 18 ACCUMULATED SICK LEAVE (FROZEN SICK LEAVE)

- 18:00 Each employee's sick leave shall be dealt with as follows:
- a) During the course of employment should the employee terminate employment, the employee shall receive twenty (20%) percent of the accumulated sick leave stated value.
 - b) Upon retirement, the employee shall receive one hundred (100%) percent of the accumulated frozen sick leave stated value.

ARTICLE 19 GENERAL PROVISIONS

- 19:00 A new employee shall furnish the Fire Chief and through him, the City, with a Certificate of Approval regarding his health from a Medical Doctor appointed by the City and from year to year thereafter.
- 19:01 There shall be no strikes or lockouts during the term of this Agreement in accordance with the Labour Relations Code.

ARTICLE 20 MINIMUM FITNESS STANDARD

- 20:00 A minimum fitness standard shall be established mutually by the City and the Union which each employee covered by this Agreement shall maintain.

ARTICLE 21 JOB SECURITY

21:00 Every contract made by the employer for any municipal works shall be subject to the provisions of the Municipal Act. The employer shall not contract out work where it results in lay-off or reduction in hours for any employee or failure to recall a laid off regular full-time employee who has recall rights.

ARTICLE 22 TERM OF AGREEMENT

22:00 This Agreement shall be effective January 1st, 1995 and shall remain in effect until the last day of December 1998. If negotiations extend beyond the anniversary date of this Agreement, both parties shall adhere fully to the provisions of this Agreement.

In accord with Section 50(4) of the Labour Relations Code, the Parties hereby specifically exclude the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code.

IN WITNESS WHEREOF the parties hereto have set their hand and seal.

The corporate seal of the **CITY OF FERNIE**
is hereunto affixed in the presence of:

Mayor

City Clerk

Signed, sealed and delivered by the **FERNIE
PROFESSIONAL FIRE FIGHTERS, LOCAL
#2827, INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS:**

President

Secretary/Treasurer

SCHEDULE "A" - Authorization For Dues Check-off

Attached to and forming part of the Collective Agreement between the City of Fernie and the Fernie Professional Fire Fighters, Local #2827, International Association of Fire Fighters.

AUTHORIZATION FOR DUES CHECK-OFF

I, _____, the undersigned, hereby authorize my employer, the City of Fernie, to deduct from my wages each month my Union dues, fees and assessments as may be set by the Union from time to time, the amount thus deducted to be paid to the Treasurer of I.A.F.F., Local #2827, Fernie, B.C. V0B 1M0

Date

Signature of Member

Witness

LETTER OF AGREEMENT #1 - Fringe Benefits for Retired Employees

The Parties have agreed to the following.

The City of Fernie will resume paying the premiums for retired employees for the BC Medical Plan should the Municipal Pension Plan cease to provide for the payment of premiums for this plan for retired employees.

June , 1995

FOR: I.A.F.F., Local 2827

City of Fernie

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