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DEFINITIONS

FOR THE PURPOSE OF THIS AGREEMENT

- 1) "DAY" means a 24-hour period of time commencing at midnight.
- 2) "SHIFT" means one of the four individual established duty rosters;
- 3) "CHIEF" or "FIRE CHIEF" means the person appointed by the Council to be in charge of the Fort St. John Fire Department and includes the Deputy Chief when acting in the position of "Chief" or "Fire Chief".
- 4) "PROBATIONARY PERIOD" means that time spent by an employee prior to being confirmed in the position for which he was hired.

"FIREFIGHTER – FIRST CLASS" means an employee who has successfully completed six (6) months but less than twelve (12) months service with the Department.

"FIREFIGHTER – 2ND CLASS" means an employee who has completed twelve (12) months but less than twenty-four (24) months service with the Department.

"FIREFIGHTER – 3RD CLASS" means an employee who has completed twenty-four (24) months but less than thirty-six (36) months service with the Department.

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

- 5) "CAPTAIN" means an employee appointed as Captain and includes, when necessary, the person acting in such capacity.

"LIEUTENANT" means an employee appointed as Lieutenant and includes, when necessary, the person acting in such capacity.
- 6) "PERMANENT EMPLOYEE" means one who has been in the service of the City of Fort St. John Fire Department continuously for a period of six (6) months and has been confirmed in writing by the City Manager on the recommendation of the Fire Chief.
- 7) "PROBATIONARY EMPLOYEE" means one who is a new employee and is filling a permanent position but who is fulfilling his Probationary Period towards permanency.

- 8) "DEPARTMENT" or "FIRE DEPARTMENT" when used in this Agreement, means of the Fire Department of the City of Fort St. John.
- 9) "UNION" shall mean the Fort St. John Firefighters Local 2143 of the International Association of Firefighters.
- 10) "AGREEMENT" shall mean the Collective Agreement between the City and the Union, for the period effective through to the expiration of the Contract.
- 11) "EMPLOYER" shall mean the City of Fort St. John.
- 12) "EMPLOYEE" shall mean an employee of the Municipality who is within the unit of employees for whom the Union 2143 has been certified as bargaining authority for.

COLLECTIVE AGREEMENT

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

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

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

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

1.2 Future Legislation

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

1.3 Conflict with Regulations

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

1.4 Changes in Agreement

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

1.5 Discrimination and Harassment Under the Human Rights Act

(a) Purpose

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

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

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

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

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

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

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

(b) Sexual Harassment

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

Examples of sexual harassment include but are not limited to:

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

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

(c) Procedures

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

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

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

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

1.6 Personal Harassment

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

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

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

Procedures:

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

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

1.7 General Clause

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

1.8 Legislative Changes

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

ARTICLE II - COVERAGE

2.1 Members Covered

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

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

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

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

2.2 Management's Rights

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

Article III – Terms of Agreement

3.1 Length of Contract

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

This agreement shall be for the term of three (3) years from and including the 1st day of January, 1998 to and including the 31st day of December, 2000 and shall

remain in full force and effect thereafter from year to year unless either party, within four (4) months immediately preceding the 31st day of December, 1998, or within four (4) months immediately preceding the 31st day of December in an subsequent year, gives to the other party written notice of its desire to terminate or amend such agreement.

3.2 Copies of the Agreement

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

ARTICLE IV - UNION RECOGNITION AND RIGHTS

4.1 Bargaining Agent

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

4.2 Membership in Union

The City shall require that all new employees shall after six (6) months of commencing their employment become members of the union and all employees shall, during the term of this agreement, remain members in good standing of the union.

4.3 Check-Off Dues

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

4.4 Correspondence Between Parties

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

4.5 No Discrimination

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

4.6 Absence from Duty of Union Officials

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

ARTICLE V - REMUNERATION

5.1 Rates of Pay

- (a) It is agreed by the Employer and Local 2143 that it is the intent of this Agreement to maintain parity with the Greater Vancouver Regional District settlement for 1998, 1999, and 2000.
- (b) The rates of pay shall be as set out in Schedule "A" of this Agreement.

5.2 Acting Pay

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

5.3 Acting Pay Prior to Vacation

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

5.4 Service Pay

- (a) Service pay shall be paid to all employees covered by this agreement on the basis of seven dollars and fifty cents (\$7.50) after the completion of five (5) years of service and an additional seven dollars and fifty cents (\$7.50) per month for each completed five (5) years period of service thereafter.
- (b) This section does not apply to Officers of the Department.

5.5 Occupational First Aid

An employee covered by this agreement and holding an Industrial First Aid Certificate shall be compensated in the following manner:

Occupational Level 3 Certificate	= \$78.00
Occupational Level 2 Certificate	= \$68.00
Occupational Level 1 Certificate	= \$55.00
First Responder Level 3 Certificate	= \$42.00

5.6 Call-out and Overtime

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

- (a) An employee who is called back to work outside his regular working hours shall be compensated for a minimum of three (3) hours at one and one half (1 1/2) times his regular rate of pay and double his regular rate of pay for

each consecutive hour worked thereafter. Call-out working hours shall commence from the time the employee leaves his home to report for duty until the time of arrival back at home proceeding directly to and from work.

- (b) Call-out and overtime shall be calculated in thirty (30) minute increments. Employees shall not be compensated for a period of overtime less than fifteen (15) minutes per day.
- (c) An employee called out or on overtime on a Statutory Holiday named in Section 7.4 shall be compensated at 1.5 times basic pay for the first three (3) hours and three (3) times basic pay thereafter.
- (d) To allow banking of overtime to a maximum of ninety-six (96) hours on a calendar year (January 1st to December 31st) basis with a minimum of one week's notification prior to taking the banked overtime hours. The granting of the banked overtime hours shall be at the Fire Chief's discretion to schedule accordingly for the Department. Any banked overtime hours remaining at December 31st (calendar year) shall be automatically paid out.

5.7 Meal Allowance

When an employee is required to work a minimum of two and one half (2 1/2) hours overtime immediately before or after completion of his scheduled daily hours, he shall be provided with a meal or shall be reimbursed in the amount of \$10.00. A meal break of one-half (1/2) hour with pay will be given.

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

ARTICLE VI - WORKING CONDITIONS

6.1 Hours of Work

Hours of duty shall be in accordance with the Fire Department Two Platoon Act and the Fire Departments' Hours of Labour Act of the Province of British Columbia.

- (a) The basic work week for all employees covered by this agreement shall average not more than 42 hours per week. Shifts shall consist of two (2) ten hour day shifts followed by two (2) fourteen hour night shifts.
- (b) Notwithstanding the above operational requirements, the Fire Chief may designate employees for swing shift purposes. Such designations shall be in consultation with the union.
- (c) Employees designated for swing shift shall be given sixty (60) days notice prior to a shift change unless mutually agreed to by the involved employee and the Fire Chief.

6.2 Lay-offs

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

6.3 Disability

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

6.4 Handicapped, Injured or Older Worker

On request, the employer may provide suitable alternate employment with no reduction in pay rate when, through advancing years, injury, illness, or handicap, an

employee is unable to perform his normal duties. Such employee shall not displace an employee with more seniority. Every reasonable effort shall be made by the employer to supply alternate employment to this employee.

6.5 Re-employment

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

6.6 Promotion

When making a promotion the City shall, subject to the needs of the service, promote on the basis of competence and ability to do the job in question and the seniority of the applicants for promotion.

6.7 Dismissal, Suspension and Discipline

(a) Burden of Proof

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

(b) Dismissal

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

(c) Suspension

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

(d) Dismissal, Suspension and Grievances

All dismissals and suspensions will be subject to formal grievance. A copy of the written notice of dismissal or suspension shall be forwarded to the

President or Secretary of the union within five (5) days of the action being taken.

(e) Rights to Grieve Other Disciplinary Action

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

(f) Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the appraisal. Provision shall be made on the evaluation for an employee to sign it. The form shall provide for the employee's signature in two places; one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the appraisal. An employee shall upon request, receive a copy of this evaluation report at time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.

(g) Personal File

The President or Secretary of the union or his designate, shall, upon the written authority of an employee, be entitled to review an employee's

personal file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance.

(h) **Right to Have a Steward Present**

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

6.8 Probation

- (a) Each employee shall be considered to be employed on a probationary basis until he has completed six (6) months satisfactory service with the Fire Department. Said period may be extended by mutual agreement to a further six (6) month period. If such employee continues in the City fire services after such probation period, he shall be considered to be on a permanent basis and annual vacation shall be dated back to the original date of municipal employment with seniority and service benefits dating back to the hiring date in the Fort St. John Fire Service.
- (b) The employer may dismiss a probationary employee for just cause. The test of dismissal for just cause shall be a test of suitability for the probationary employee for continued employment in the position to which he has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

6.9 Telephone

Every employee covered by this agreement shall have at his place of residence a telephone on a private line paid for by the City.

6.10 Work Coverage

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

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

6.11 Riot Control and Bomb Search

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

6.12 Seniority Rights

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff or leave of absence approved by the City. An employee shall only lose his seniority in the event:

- (a) He is discharged for just cause and is not reinstated.
- (b) He fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause.
- (c) He is laid off for a period of longer than one (1) year.
- (d) Seniority will not accrue during a period of layoff.

6.13 Seniority List

- (a) The city shall maintain a seniority list showing the date upon which each employee commenced. The order of placement of a new employee shall be placed at the bottom of this seniority list.
- (b) Volunteer time will be a deciding factor when hired on the same date.

6.14 Posting Fire Vacancies

Notices of vacancies required to be filled, shall be posted on the Fire Department Bulletin Board for a period of thirty (30) calendar days prior to the vacancy being filled.

6.15 Mandatory Retirement

It is mandatory for all fire fighters regardless of classification, sex, or department of service (i.e. Training or Suppression) to retire from the service at the attainment of age sixty (60). The Employer agrees to pay for any legal costs that may be incurred on behalf of the Union.

ARTICLE VII - VACATION AND STATUTORY HOLIDAYS

7.1 Vacation Year

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

7.2 First Vacation Year

The first vacation year is the calendar year in which the employee's first anniversary falls. Employees shall commence their vacation on the first duty shift after the employees day off and shall have their vacation on a duty shift basis. Their vacation entitlement is as follows:

- (a) Employees leaving the service in less than twelve (12) months from the date appointment shall be granted vacation pay in accordance with the Annual and General Holidays Act.
- (b) During the first calendar year of service, vacation entitlement will be granted at eight (8) duty shifts.
- (c) During the second (2nd) and third (3rd) calendar year of service vacation entitlement shall be twelve (12) duty shifts.
- (d) During the fourth (4th) up to and including the ninth (9th) calendar years of service, vacation entitlement shall be sixteen (16) duty shifts.
- (e) During the tenth (10th) year of service the vacation entitlement shall be seventeen (17) duty shifts plus one (1) additional shift for each subsequent year of employment to a maximum of five (5) additional duty shifts.

- (f) During the twentieth (20th) to twenty-fourth (24th) year of service the vacation entitlement shall be increased by an additional ~~3-2~~ 4 shifts per year to 26 shifts. These additional 4 shifts per year may, by mutual agreement:
- (i) be taken in advance of earning them to a maximum of twenty (20) shifts
 - (ii) be carried forward to a maximum of twenty (20) shifts which must be taken by December 31 in the twenty-fourth (24th) year of service.
- (g) An additional twenty (20) vacation shifts (4 per year) will be allocated and administered as per 7.2 (f) (i) and 7.2 (f) (ii) for each five year period thereafter.
ie. 25th – 29th year of service, 30th – 34th year of service, etc.

7.3 Statutory Holiday Coverage

All employees covered by this agreement who have completed twelve (12) months continuous service by the 31st of December shall receive in each calendar year in lieu of eleven (11) statutory holidays set forth in Section 7.4, time equivalent to eleven (11) duty shifts and in addition thereto shall receive time equivalent to one (1) duty shift in lieu of any other statutory holiday declared by the Corporation, the Government of the Province of British Columbia or the Government of Canada to which employees covered by this Collective Agreement are entitled.

7.4 Statutory Holidays

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

7.5 Overtime on Statutory Holidays

All employees covered by this agreement and engaged in a type of work required to be performed continuously and on every day including statutory holidays listed in 7.4 shall in addition to the entitlement set forth in that section, receive his regular rate of pay for such regular hours on duty of said statutory holiday between the hours of 0001 and 2359.

7.6 Overtime on Christmas Day and New Years Day

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

7.7 Leave on Annual Vacation

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

7.8 Banking of Annual Holidays

Employees to be entitled to bank eight (8) shifts to the next holiday year. Also under extenuating circumstances more shifts may be granted by applying to the City Manager.

7.9 Vacation Leave On Retirement

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

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

ARTICLE VIII - UNIFORMS AND EQUIPMENT

8.1 Clothing Issue

For every employee covered by this agreement, the City shall provide on completion of probation a complete uniform and thereafter will make issue as follows:

- One (1) Pair of Gloves every 2 years (Maximum \$20)
- One (1) Tunic 5 years from last issue
- One (1) Pair Trousers every 8 months
- Three (3) Shirts each year
- One(1) Tie each year
- One (1) Cap or Winter Hat 5 years from last issue
- One (1) Winter Jacket 5 years from last issue
- One (1) Work Jacket 2 years from last issue
- One (1) Pair Boots 4 pairs in 5 years (Summer or Winter Issue)

8.2 Uniform Cleaning

- (i) The Employer shall pay for the cleaning of the following items of clothing issue for all employees who are required to wear a uniform in the performance of their duties, in accordance with the maximums specified:
- 1 work or dress shirt per working shift
 - 1 pair of trousers per 2 working shifts; and
 - 1 work jacket or tunic per 15 working shifts except jacket or tunics may be cleaned on a as required basis based on emergency contamination.
- (ii) The Employer shall designate a cleaning establishment which will be authorized to perform cleaning for employees as set out under Section 8.2(i) above.
- (iii) Uniform items cleaned pursuant to Section 8.2(i) above may be both deposited at and retrieved from the designated cleaning establishment by the employee or by his/her designate, while off duty, in accordance with the administrative procedures established by the Corporation from time to time.
- (iv) For the purposes of this Article 8.2, a working shift is defined as:
- any regularly scheduled shift for which the employee reports for duty; or
 - any extra shift for which the employee reports for duty; or
 - any instance of emergency callout for which the employee reports for duty.

8.3 Protective Clothing

The City shall provide every person covered by this agreement with protective clothing which shall include rubber boots, helmet, service coat, night pants, and such other equipment as may be recommended by the Fire Chief. All such

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

8.4 Personal Effects

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

ARTICLE IX - EMPLOYEE BENEFITS

9.1 (a) Sick Leave

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

- (i) Sick leave shall be credited on January 1st of each calendar year.
- (ii) Employees commencing employment part way through the calendar year will be granted sick leave shifts at the rate of one and one-quarter (1 1/4) shifts for each month worked. Shifts absent due to illness will be deducted from any accumulated sick leave shifts. Pay deductions may be made when there are no remaining accumulated sick leave shifts.
- (iii) Employees with one (1) year or more of service as of December 31st of the current year would receive annually a further credit of fifteen (15) shifts on January 1st of the next following calendar year of service.
- (iv) It is understood and agreed that no employee shall be entitled to more than fifteen (15) shifts sick leave upon the completion of one (1) year of service.
- (v) Sick pay and General Holiday pay shall be paid at the employee's current rate of pay on the occasion of such sick pay or General Holiday.
- (vi) In the event of the death of any regular employee, any unused sick leave credit shall be paid to the estate of the deceased to a maximum of 160 shifts.

This shall be indicated in writing on a form signed by the employee and witnessed.

The Employee bears the sole responsibility of keeping the named beneficiary current. Where there is no named beneficiary, where the beneficiary is deceased, or where the Employer has been advised that there is a dispute about the deceased employee's estate, then the payment shall be made to the estate.

- (vii) A working shift shall be classified as twelve (12) hours when talking about a sick shift.
- (viii) Sick time shall be deducted in hours from an employee's accumulated sick time.
- (ix) It is agreed between the parties to maintain a sick leave bank to be administered by the union. All employees of the employer covered by this agreement shall contribute one quarter (1/4) per shift per month (3 shifts per year) to the sick leave bank, provided their personal sick leave credits do not fall below twelve (12) days per year entitlement. The requisition of hours will be held in trust by the Employer. The union shall requisition a specified number of sick shifts leave to be paid an employee by the employer from the sick leave bank. Sick leave payments from the sick bank will be made to employees on their regular bi-weekly pay period. The employer shall twice a year, January 1st and July 1st of each year credit to the sick leave bank from employees the number of sick shifts requested by the union but at no time shall the net accumulated sick leave shifts exceed two hundred (200) shifts.
- (x) An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of his shift, without deduction from the sick leave.

(b) Proof of Illness

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

(c) Notification

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

9.2 Short Term Disability Program

It is mandatory for all eligible full time and part time employees to enroll in the Short Term Disability Program on the first (1st) day of accident or illness in the fourth (4th) consecutive week twenty-first (21st day).

- (a) While on the Short Term Disability Program (STD) the employee shall receive the equivalent of seventy-five percent (75%), tax free, of his regular rate of pay up to a maximum of one thousand dollars (\$1,000) per week benefit with a non-evidence medical maximum of one thousand dollars (\$1,000) per week benefit.
- (b) To ensure that the employee is paid on a continuous basis, the Employer shall pay the employee the equivalent amount the employee would be paid under the STD Program until such time as the employee is receiving regular payment from the Carrier. Upon receipt of monies from the Carrier, the employee shall reimburse the Employer any amounts owing.
- (c) Costs associated with transferring the employee on to the STD Program and for all necessary medical forms shall be borne by the Employer.
- (d) Employees cannot use accumulated sick leave or access the Union Sick Leave Bank to top up the STD Program benefits.
- (e) Employees eligible for Long Term Disability should refer to Article 9.18 – Long Term Disability.
- (f) Part time employees eligible for Short Term Disability will have their STD entitlement calculated on an average of hours worked in the six month period prior to the illness or accident.

9.3 Bereavement Leave

- (a) Bereavement leave in the case of the death of an employee's wife, husband, common-law-spouse, child, ward, brother, sister, parent, Aunt and Uncle, guardian, or other relative if living in the employee's household, or in any case when it is for the purpose of attending to the affairs connected with the

funeral of a parent-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, employees may be granted without loss of pay for a period not to exceed three (3) working shifts, provided that such leave without loss of pay shall not be granted during an employee's six months of probationary service.

- (b) Any employee who qualifies for bereavement leave without loss of pay as referred to herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Fort St. John area may be granted additional leave without loss of pay a further period of two (2) shifts.
- (c) Upon application to and upon receiving the permission of the Fire Chief or his representative, an employee may be granted leave of up to one half (1/2) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered herein.

9.4 Special Leave

- (a) An employee shall be entitled to one (1) shift special leave at his regular rate of pay for unusual or unique circumstances.
- (b) Such unusual or unique circumstances may be defined but not limited to the following: employee's wedding, birth or adoption of a child, serious household or domestic emergency.
- (c) Family or domestic emergency shall be defined as a sudden, unexpected or unforeseen critical situation which could not have been predicted in advance and which demands the employee's immediate attention. The immediate action demanded necessitates the employee's absence from work to deal with the situation, otherwise risk or danger of serious damage to the employee's residence and/or risk or danger to the physical safety of the employee's immediate family may result. The situation occurred must have occurred on the day for which the family or domestic emergency is requested.

Time taken in excess of the special leave entitlement shall be made up by the employee, or hours shall be deleted from vacation entitlement, gratuity, or banked overtime.

Nothing in this article shall permit the employees the right to decide unilaterally when time shall be taken by them and for what reason.

9.5 Leave for Medical and Dental Care

- (a) Reasonable time off for medical and dental appointments for employees shall be permitted. This time off shall be with pay.
- (c) Should time off be required to travel to another medical centre, the employer may request a certificate from a qualified medical or dental practitioner at the nearest medical centre stating that treatment could not be provided by facilities or services available. This time off shall be with pay.

9.6 Elections

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

9.7 General Leave of Absence

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

9.8 Request for Leave

Requests for leave under this Article shall be submitted to the Fire Chief or his representative who will determine and approve the number of days required in each case.

9.9 Paternity Leave

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

9.10 Family Illness

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

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

9.11 Basic Medical Insurance

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

9.12 Extended Health Care Plan

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

9.13 Chiropractor Fees

Chiropractor user fees of \$6.00 per visit shall be paid by the employer to a maximum of six visits per year for each employee and employee dependent.

9.14 Dental Plan

The employer shall pay one hundred percent (100%) of the monthly premium for full time employees entitled to coverage under a mutually acceptable dental plan which the Municipality currently provides. The lifetime maximum for orthodontic services is \$2,500.

The basic and major dental yearly maximum will be \$1,500.00 per person per year.

9.15 Group Life

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

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

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

9.16 Superannuation

- (a) All employees shall be covered by the provisions of the Municipal Superannuation Act.
- (b) The City and the Union shall enter into a Special Agreement with the Commissioner of Municipal Superannuation described in Section 3.11 of the Pension (Municipal) Act - Instructions for Employers - to provide for additional contributions by the employees and the employer commencing in 1988. The Special Agreement shall provide that in 1988 the employee shall contribute one percent of his salary and the employer shall contribute one and one quarter (1.25%) of the employee's salary and shall increase in 1989 to an employee contribution of two percent (2%) and an employer's contribution of two and one half percent (2.5%) and remain at that percentage thereafter.

- (e) Superannuation – Purchase of Probationary Period

The employer agrees to “buyback” the employee and employer’s cost of the first six months superannuation during probation for all firefighters on staff as of January 1, 1999 (Schedule C). The employer has the option to defer this purchase until the employee’s retirement.

9.17 Medical Certificate

As a condition of employment, all employees covered by the agreement shall provide the employer with a medical examination report at the employer's request and in any case not less than every fifth year. Such examination shall be at the employer's expense.

9.18 Long Term Disability

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

- (a) If evidence is received that any employee has become totally and permanently disabled by accident, injury or disease, so that he will be permanently, continuously and wholly prevented thereby from performing any work for compensation or profit, then such employee shall be entitled to a total disability benefit, which when combined with any compensation (other than an employee's privately purchased insurance) such as Workers' Compensation, and Disability Pension Benefits pursuant to the Canada Pension Plan, any periodic payments related to the disability under a "No-fault Automobile Insurance Policy", will achieve a benefit calculated as follows:

Sixty-six percent (66.67%), of the first \$2,500 of the regular monthly salary at the time of disability, fifty-two and one half percent (52.5%) of the next \$2,500 of the regular monthly salary at time of disability and forty percent (40%) of the remaining monthly salary to a maximum of \$3,500 per month benefit with a non-evidence medical maximum of \$2,500 per month benefit.

Such rate of benefit to be indexed annually in accordance with annual general wage increases to the monthly maximum. Benefits paid are tax-free.

- (b) The parties agree that application shall be made to the Commissioner of Municipal Superannuation for approval of the Long Term Disability Plan whereby the period of disability will be considered as "Service" and will be approved for purposes of an indexed pension at maximum retirement age without Superannuation contributions, pursuant to the Pension (Municipal) Act.

- (c) The benefit shall be continued during the period of total disability from year to year until the maximum retirement age of the employee pursuant to the Pension (Municipal) Act.
- (d) The employer shall pay 100% of the cost of the total and disability benefits and, in addition, will continue to pay the required premiums for the B.C. Medical Plan, Dental Plan, Extended Health Benefits Plan and Group Life Plan during the period of disability.
- (e) Employees cannot use accumulated sick leave, or access the Union's Sick Leave Bank to top up the Long Term Disability Plan benefits. However, it is agreed that those employees currently affected by this change will maintain the "top up" until such time that the employee resigns or July 1, 1999, whichever is sooner.

9.19 Occupational Injuries - W.C.B.

- (a) All employees who are disabled from employment due to an occupational injury or illness arising from and caused by their employment with the employer shall continue to receive their regular salary. During this period all Workers' Compensation payments shall be paid to the Corporation, and the Union agrees to assist the Corporation in having the employee apply for income tax refund and then recovering the income tax savings from the employees involved.
- (b) The employee will continue to have entitlement to permanent employee status for those disabled and in receipt of direct Workers' Compensation payments, during this time the Corporation will continue to pay 100% of the Health & Welfare Benefit costs, and will continue contributions to Municipal Superannuation based on the regular salary rate of the employee.

9.20 Eye Glass Coverage

Probationary and permanent employees shall be entitled to be covered under a Health Benefit Plan providing for reimbursement of up to \$200 per person or dependant for the provision of eye glasses during each twelve month period.

9.21 Widow's Allowance

If any employee is killed as a result of the performance of his duties in the preservation of life and property in active fire fighting including investigations and inspection work and approved fire fighting training and other assigned duties, a monthly supplement will be paid to the widow to bring her after-tax income from Workers' Compensation, Canada Pension and Municipal Superannuation and any

other source of income not personally contracted for by the deceased member to an amount equal to the employee's regular net take-home pay, i.e. the regular monthly rate of pay of the deceased member less normal deductions, such payment to continue until such time the widow remarries or until the date the deceased member would have been entitled to Municipal Superannuation at maximum retirement age, as defined by the Pension (Municipal) Act, had he not been killed, whichever date shall first occur, provided:

- (a) The regular monthly rate of pay shall be that for the class of position held by the employee on the date of his death or pending at the time of his death and shall not include acting or temporary positions. When calculating the rates of pay of the member, overtime rates of pay, shift differential, service pay and any other premium payments, allowances or benefits shall not be included.
- (b) The normal deductions shall include Income Tax, CPP, UIC, Superannuation (basic and supplemental), Union dues, Sick Plan premium and any other deduction which may be included in subsequent agreements.
- (c) The supplement shall be recalculated annually, in consideration of the indexing of WCB, CPP and Superannuation and the changes occurring in revisions to the Collective Agreement.
- (d) In the event the widow is under 40 years of age and is without dependent children, for the purposes of calculating the supplement, the WCB lump sum payment on the death of her husband shall be divided by the years from the date of his death to his maximum retirement date if he had lived.
- (e) In the event there is no surviving widow and there are dependent children, or upon the death of the widow subsequent to the death of the employee who leaves dependent children, the supplement shall be calculated as follows:
One child - a sum sufficient to bring the after-tax income of the child to one third (1/3) of the difference between the regular monthly pay of the deceased employee and his normal deductions, further abated by WCB, CPP and Superannuation and other sources not contracted for by the deceased employee.
Two or more children - as above except at the rate of 50%.
- (f) For the purpose of Sections (d) and (e), a dependent child shall mean:
 - (i) a child under the age of 18 years, including a child of the deceased employee yet unborn;
 - (ii) an invalid child of any age; and

- (iii) a child under the age of 21 years who is regularly attending an academic, technical or vocational place of education on a full time basis.
- (g) Any sums of money payable by the City to any dependent child under the age of 18 years or to an invalid child may properly be paid by the City to the legal guardian of such dependent child whose receipt shall be a sufficient discharge to the City.

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

9.22 Employee & Family Assistance Program

- (a) The City and the Union recognize that a wide range of problems can adversely affect an employee's performance and that the parties have a responsibility to offer and provide assistance in helping resolve these problems in an effective and confidential manner at the earliest possible time.
- (b) The City and the Union will endeavour to assist an employee who recognizes the presence of a personal problem which is adversely affecting his/her job performance. The cost of the agreed upon referral agent will be borne solely by the City.
- (c) The joint Union/City committee on employee assistance shall be responsible for the administration of this programme. The Committee shall be comprised of an equal number of Union and City representatives and shall meet at the request of either party. The agent chosen as the referral agency shall be mutually agreed to between the parties.
- (d) Regular reports shall be sent to the Committee from the referral agency. The Committee may meet and review existing practices and make recommendations to amend the services being provided by the referral agent if necessary.

- (e) For the purpose of this policy, "personal problems" will be identified with issues such as marital or legal difficulties, financial concerns, psychological/stress related situations, drug and alcohol abuse and so forth.
- (f) (i) An employee will be considered absent due to illness and will receive the benefits for which he/she is eligible, pursuant to City policy and the Collective Agreement when:
 - (1) he/she requires time off from work for medical counselling or treatment appointments recommended by the referral agent and subsequently approved by the City Manager. (Approval will only be withheld in exceptional circumstances).
OR
 - (2) he/she is unable to work, but is following a prescribed programme of treatment
OR
 - (3) he/she is accepted into the programme through a voluntary, Union, fellow employee or family referral.
- (ii) An employee will continue to be eligible for benefits under (i), so long as he/she is co-operating fully in following the prescribed course of treatment.
- (iii) The employee will be responsible for costs and expenses not normally covered by current medical and benefit plans which are associated with his/her treatment programme such as actual cost of residential treatment for chemical dependency. However, the City will ensure that transportation and accommodation costs will be provided to the employee when referral necessitates travel. Emergency requests for counselling that entail additional cost beyond the basic contract shall only be paid by the Employer when the Employer makes such a request.
- (g) When an employee's job performance demonstrates the existence of a problem, the employee's immediate Supervisor in consultation with the Municipal Manager shall discuss the employee's job performance in detail with the employee privately and/or in conjunction with a Union representative.
- (h) If the employee's job performance continues to deteriorate, the employee's immediate supervisor, in consultation with the Municipal Manager shall discuss the employee's job performance in detail with the employee in conjunction with the Union representative.

- (i) If job performance continues to deteriorate and the employee cannot or will not improve his/her job performance, an appointment will be arranged immediately by the Municipal Manager with an employee assistance counsellor. Copies of all records and documents pertaining to an employee's unsatisfactory job performance and an employee assistance referral form signed by the employee and the Municipal Manager, will be forwarded to the counsellor.
- (j) Should an employee decline any assistance or fail to reasonably follow a prescribed course of treatment and should his/her problems continue to have an adverse effect on performance, the employee will be subject to normal disciplinary procedures.

9.23 Communicable Disease Protection

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

9.24 Maternity Leave

An employee, upon giving the Employer her written notice a minimum of four (4) weeks prior to the date which the leave is to begin, shall qualify for maternity leave.

- (a) Upon request the employee will be granted leave of absence, without pay, for a period of not more than six (6) months.
- (b) The period of maternity leave without pay may begin any time during the eleven (11) week period, and in any case no later than nine (9) weeks, preceding the expected date of delivery.
- (c) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (d) The minimum postnatal leave is six (6) weeks following the actual delivery date. Employees who wish to return prior to the six week period must give the Employer one (1) weeks' written notice of the date she intends to return. The Employer may require the employee to produce a doctor's certificate stating that she is able to work.

- (e) If an employee is not able to return to work after the leave because of reasons relating to the birth of the child or the termination of the pregnancy, she must be granted additional leave. To be eligible for up to a maximum of six (6) consecutive weeks, the employee must make application in writing and, if the Employer requires it, provide a doctor's certificate stating why she is unable to work.
- (f) On return from maternity leave, an employee shall be placed in her former position or in a position of equal rank and salary. If the Employer suspends or discontinues operations while an employee is on maternity leave and the operations have not resumed when the leave ends, the Employer must reinstate the employee in her previous position or in a comparable one once operations have started up. This requirement is subject to seniority provisions in the Collective Agreement.
- (g) If an employee maintains coverage for medical, extended health, dental or group life, the Employer agrees to pay the Employer's share of these premiums.
- (h) For the purposes of calculating an employee's entitlement to vacation, notice of termination, and any pension, medical or other benefit plan, maternity leave is considered continuous service.

9.25 Paternity Leave

Parental leave is available on written request to any employee who becomes a natural parent of a newborn child or who adopts a child.

- (a) If the leave relates to a newborn child, the employee must request the leave four (4) weeks before the date of which it is to begin. The Employer may require an employee to provide a medical certificate or other evidence of the employee's entitlement to parental leave.
- (b) The period of leave is twelve (12) consecutive weeks without pay beginning:
 - (1) for the birth mother, immediately following the end of the maternity leave, unless the employee and Employer agree otherwise;
 - (2) for the birth father, within the fifty-two (52) week period after the birth of the child.
 - (3) For adoptive parents, within the fifty-two (52) week period after the child is placed with the parent.

- (c) An employee may be entitled to an additional five (5) weeks' parental leave if the child suffers from a physical, psychological or emotional condition that requires an extra period of parental care. The additional leave will begin immediately after the original parental leave ends.
- (d) The combined entitlement for maternity and parental leave is limited to thirty-two (32) weeks, plus any extra leave to which the employee is entitled because of health reasons (ie.: up to an additional six (6) weeks of maternity leave if, for reasons related to the birth or termination of the pregnancy, the employee is unable to return to work , or up to five (5) extra weeks of parental leave if the child has an emotional, physical or psychological condition that requires an additional period of parental leave).
- (e) The length of the leave may be extended by mutual agreement between the Employer and the employee.
- (f) On return from parental leave, an employee shall be placed in his former position or in a position of equal rank and salary. If an Employer suspends or discontinues operations while an employee is on parental leave and the operations have not resumed when the leave ends, the Employer must reinstate the employee in her previous position or in a comparable one once operations have started up. This requirement is subject to seniority provisions in the collective Agreement.
- (g) If an employee maintains coverage for medical, extended health, dental or group life, the Employer agrees to pay the Employer's share of these premiums
- (h) For the purposes of calculating an employee's entitlement to vacation, notice of termination, and any pension, medical or other benefit plan, parental leave is considered continuous service.

ARTICLE X - GRIEVANCE PROCEDURE

10.1 Procedure

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

10.2 First Step

Such differences or grievance shall first be taken up with the union and the union may take the grievance up in writing with the Fire Chief or his representative within fifteen (15) days of such difference or grievance first arising.

10.3 Second Step

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

10.4 Third Step

Should the City Manager be unable to resolve the dispute within ten (10) working days of receipt of such grievance, the matter shall be referred to the Labour Relations Committee which shall arrange for a meeting with both parties within ten (10) working days from receipt of such request.

10.5 Submitted to Board of Arbitration

Should the Labour Management Relations Committee be unable to effect a settlement within ten (10) working days from the receipt of such grievance, such grievance shall be submitted to a board of arbitration as established in Article 11.

10.6 Time Limits

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

10.7 Extending Time Limits

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

ARTICLE XI - ARBITRATION

11.1 Arbitration

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

11.2 List of Arbitrators

The parties agree to maintain a mutually prepared list of three (3) arbitrators who shall serve on a rotating basis. If neither of these arbitrators are available to act within a reasonable period the Parties shall select another arbitrator to hear the grievance and failing agreement between the Parties either Party may request that the Minister of Labour appoint an arbitrator to hear the grievance.

11.3 Decision of the Arbitrator

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

11.4 Costs

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

11.5 Amending Time Limits

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

11.6 Witnesses

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

11.7 Grievance Recommendations

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

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

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

ARTICLE XII - TRAINING AND JOB IMPROVEMENT

12.1 Training Courses

Training courses and programs authorized by the City and successfully completed by the employees covered by this contract shall provide the following compensation: Upon the successful completion of all courses the Municipality shall reimburse the employee in the amount of the course fee.

12.2 First Aid Course

The City agrees to hold Annual Industrial First Aid instruction provided there are at least five (5) employees available or requiring such instruction with such employees being certified by the Fire Chief.

12.3 Training Sessions

Off duty employees will be remunerated at their regular hourly rate of pay for regular bi-weekly training or training periods deemed necessary by the Fire Chief or his representative. Where these sessions fail to be held employees will be remunerated for (2) hours at their regular rate of pay unless cancelled forty-eight (48) hours in advance or when emergency situations cause cancellation.

12.4 Staff Travel Expenses

Travel expense for employees travelling on City business will be governed by City of Fort St. John Travel Expense Bylaw No. 1255 and may be amended from time to time. The Union will be provided with copies of any Bylaws amending 1255 or replacing 1255.

ARTICLE XIII - COURT APPEARANCE

13.1 Inquest or Inquiries

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

13.2 Leave for Court Appearance

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

13.3 Indemnity

(a) Civil Actions

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

(b) Criminal Actions

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

(c) Civil and Criminal Action

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

(d) Civil and Criminal Actions

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

- (i) When the Employee is first approached by any persons or organization notifying him of intended legal action against him; or
- (ii) When the Employee himself requires or retains legal counsel in regard to the incident or course of events; or
- (iii) Where any investigation body or authority first notifies the Employee of any investigation or other proceeding which might lead to legal action against the Employee; or
- (iv) When information first becomes known to the Employee in the light of which it is a reasonable assumption that the employee would conclude that he might be the object of legal action; or
- (v) When the Employee received notice of any legal proceeding of any nature or kind.

13.4 Legal Counsel

Any employee who, as a result of any matter arising out of or in the course of his employment, is personally charged in a provincial or federal court, shall be provided

with legal counsel appointed by the City and the legal costs shall be borne by the City, except when legal action has been taken against the employee by the City.

ARTICLE XIV - LABOUR MANAGEMENT RELATIONS COMMITTEE

14.1 Function of Labour Management Relations Committee

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

(a) Membership

The minimum size of this Committee shall be three (3) Management Representatives and three (3) Union Representatives, and a maximum of four (4) Management Employer Representatives and four (4) Union Representatives.

Management representatives on the Committee will be as follows:

- City Manager (Permanent member)
- Personnel & Administrative Officer (Permanent member)
- Department Head from Department
- Confidential Secretary, as Recording Secretary

Union representatives on the Committee will be as follows:

Union representatives on the Committee will be the Bargaining Committee responsible for negotiating the current collective agreement.

(b) Procedure

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

The Union and Management Coordinators will be responsible for:

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

(c) Conduct of Meetings

The Union and Management Coordinators will attempt to schedule meetings at least once every sixty (60) calendar days, or at the call of either party at a mutually agreeable time and place.

A Chairperson shall be appointed by the Committee. The appointment to Chairperson shall take place on a rotational basis, alternating between the Union and Management Representatives.

A Recording Secretary shall be present at all meetings of the Committee and minutes of the proceedings will be recorded, transcribed, typed in draft form for review within a two day period. Each party shall have a minimum of two (2) persons review the draft minutes and upon agreement by both parties these two (2) persons shall sign the minutes as being approved. Once approved the posting of the minutes may take place and the minutes will be distributed to each Committee representative for adoption at the subsequent meeting. Minutes will be posted at all bulletin board locations (Fire Hall and City Hall)

Upon mutual consent of both parties, issues of a "time sensitive" or confidential matter will be recorded as an "in camera" set of minutes, not to be distributed on bulletin boards.

The Committee shall be responsible for ensuring that proper limits of authority are respected and that the confidentiality is respected.

14.2 Labour Management Meetings

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

ARTICLE XV - LIVING RESTRICTIONS

15.1 Boundaries

Seventy percent (70%) of employees must live within (5 miles) of the Fire Hall and thirty percent (30%) may live outside of these boundaries. Distance to be road miles of Fire Hall. Call for thirty percent (30%) living outside of (5 mile) boundary to be negotiated on individual basis.

- (a) Effective January 1, 1995 all new employees shall live within an eight (8)km. radius of the Fire Hall.
- (b) Notwithstanding the provisions of subsection (a) any member may apply in writing to the Fire Chief for permission to reside beyond the residence restriction. Each application shall be judged on its individual merit.

ARTICLE XVI - TECHNOLOGICAL CHANGE

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

16.1 Arising Disputes

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

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

- (a) Affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) Alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board pursuant to Article XI of this Collective Agreement, by passing all other steps in the grievance procedure.

16.2 Arbitration Board

- (a) The Arbitration Board shall decide whether or not the City has introduced, or intends to introduce a technological change, and upon deciding that the

City has or intends to introduce a technological change, the Arbitration Board shall:

- (i) Shall inform the Minister of Labour of its finding: and
 - (ii) May then, or later, make any one or more of the following orders:
 - (1) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon the Collective Agreement was negotiated;
 - (2) that the City will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
 - (3) that the City reinstate any employee displaced by reason of the technological change;
 - (4) that the City pay to that employee such compensation in respect of his displacement as the Arbitration Board considers reasonable.
- (b) The City will give to the Union, in writing, at least ninety (90) days notice of any intended technological change that:
- (i) Affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and
 - (ii) Alters significantly the basis upon which the Collective Agreement applies.

ARTICLE XVII - STAFFING

17.1 Shift Staffing

All Fire Department shifts shall consist of a minimum of two (2) members of Local 2143, one of those holding the minimum rank of Lieutenant.

- (a) Shifts consisting of three (3) members or less of Local 2143, shall be headed by a Lieutenant.

- (b) Shifts consisting of four (4) members or more of Local 2143, shall be headed by a Captain.
- (c) When the Officer of a shift is off, the shift will be headed by the senior member of that shift and shall be compensated at a rate of Lieutenant.

17.2 Fire Prevention Officer

Notwithstanding Article 6 of this Agreement, effective December 31, 1985 the position of "Fire Prevention Officer" is established with duties including inspection, prevention and training. Rate of pay shall be the same as for a Fire Captain. Work shift shall be nine (9) hours duration averaging thirty-five (35) hours per week and totalling 1820 hours per year. Overtime will be calculated on the basis of 1820 hours per year.

17.3 On Duty

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

ARTICLE XVIII - SEVERANCE PAY

18.1 Advance Notice

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

18.2 Severance Pay

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

- (a) to be placed on a recall list following lay off; or
- (b) to resign with severance pay, if it has mutually determined by the Union and Employer that there is no suitable alternate work available within the Department that the employee is qualified to perform, at the rate of five percent 5% of current annual salary for each completed year of employment, to a maximum of one (1) year's annual salary.
- (c) The maximum severance pay for an employee hired after January 1, 1990 shall be six (6) months.

ARTICLE XIX - AGREEMENT TO CONTINUE IN FORCE

19.1 Agreement to Collective Bargaining

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

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

The City of Fort St. John

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

.....
COLIN GRIFFITH
CITY MANAGER

.....
BRIAN GEORGE
PRESIDENT

.....
TOM WORTON
VICE PRESIDENT

.....
GIL BILODEAU
TREASURER

.....
GREGG NICOLL
NEGOTIATING TEAM MEMBER

.....
DATE

.....
DATE

MEMORANDUM OF UNDERSTANDING NO. 1

Re: UIC Rebates

The employer has agreed to make application for Unemployment Insurance Commission Rebates under Section 25 of the Regulations and if such rebate is granted the employer shall pay the required employees share directly to the union for use as directed by the union membership.

The City of Fort St. John

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

.....
CITY MANAGER

.....
BRIAN GEORGE
PRESIDENT

.....
TOM WORTON
VICE PRESIDENT

.....
GIL BILODEAU
TREASURER

.....
GREGG NICOLL
NEGOTIATING TEAM MEMBER

.....
DATE

.....
DATE

SCHEDULE A

FORT ST. JOHN SALARIES

FIRE FIGHTERS -1998 - 2000

TIED TO THE GREATER VANCOUVER AREA

	<u>%</u>	<u>Jan. 1/98</u> (0.75%)	<u>Jan.1/99</u> (1%)	<u>Jan.1/00</u>
Fire Fighters - Probation (1 st 6 months)	70%	\$3106	\$3137	(Rates as per the GRVD & Firefighters Local 18)
Fire Fighters – probation (2 nd 6 months)	75%	\$3328	\$3361	
Fire Fighters - 2nd Class (1 year)	80%	\$3550	\$3585	
Fire Fighters - 3rd Class (1 year)	90%	\$3993	\$4033	
Fire Fighters - 4th Class (1 year)	100%	\$4437	\$4481	
Completion of 10th year	102%	\$4526	\$4571	
Lieutenant	112%/102	\$5069	\$5119	
Captain	122%/102	\$5522	\$5576	

Calculation of Overtime

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

Calculation for Bi-Weekly Pay

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

Calculation for Hourly Rate

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

SCHEDULE B

SENIORITY LIST**As at January 1, 1998**

NAME	POSITION	DATE EMPLOYED
Evans, L.	Captain	Jan. 17, 1972
Douglas, W.	Lieutenant	June 1, 1972
Leriger, P.	Lieutenant	Nov. 1, 1973
George, B.	Lieutenant	July 1, 1974
Koshurba, E.	Lieutenant	July 14, 1975
Worton, T.	Fire Fighter 4	Jan. 8, 1979
Bilodeau, A.	Fire Fighter 4	June 1, 1979
Bell, M.	Fire Fighter 4	June 1, 1979
Tierney, B.	Fire Fighter 4	Sept. 17, 1979
Ziprick, L.	Fire Fighter 4	Mar. 3, 1980
Bilodeau, G.	Fire Fighter 4	Mar. 24, 1980
Nicoll, G.	Fire Fighter 4	June 15, 1981
Bilodeau, R.	Fire Fighter 4	July 21, 1987
Redpath, Curtis	Fire Fighter (2 nd Class)	Feb. 12, 1996

SCHEDULE C

As at January 1, 1999

NAME

Douglas, W.

Leriger, P.

George, B.

Koshurba, E.

Worton, T.

Bilodeau, A.

Bell, M.

Tierney, B.

Ziprick, L.

Bilodeau, R.

Nicoll, G.

Bilodeau, R.

Redpath, C.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF FORT ST. JOHN
AND
FORT ST. JOHN FIRE FIGHTERS LOCAL 2143 I.A.F.F.**

Re: 15th Year Fire Fighters

The wages of a First Class Fire Fighter for the City of Fort St. John shall be increased by those percentage increases obtained by a GVRD First Class Fire Fighter during the life of the Agreement.

The Wages of other members of the bargaining unit shall be percentages of the wages of a First Class Fire Fighter, as set out in Schedule "A" of the 1995/97 Agreement.

The increases awarded shall be retroactive to January 1, 1995 with a Letter of Agreement signed by both parties confirming the rates for all classifications prior to implementation.

It is agreed that if, and when during the life of the Agreement, the City of Vancouver wage scale changes to reflect a fifteen (15) year Fire Fighters Class, the same will be included in this Agreement along with any conditions that may be attached to the fifteen (15) year Class.

The increase awarded shall be effective the same date as the City of Vancouver, with a letter of Agreement signed by both parties confirming the rate and the amendments required prior to implementation.

Bargaining Representatives
of the City of Fort St. John

Bargaining Representatives for Local 2143
of the International Assoc. of Fire Fighters

.....
COLIN GRIFFITH
CITY MANAGER

.....
BRIAN GEORGE
PRESIDENT

.....
TOM WORTON
VICE PRESIDENT

.....
GIL BILODEAU
TREASURER

.....
GREGG NICOLL
NEGOTIATING TEAM MEMBER

.....DATE

.....DATE

**LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF FORT ST. JOHN
AND
FORT ST. JOHN FIRE FIGHTERS LOCAL 2143 I.A.F.F.**

Re: Northern Travel Allowance

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

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

Bargaining Representatives
of the City of Fort St. John

Bargaining Representatives for Local 2143
of the International Assoc. of Fire Fighters

.....
COLIN GRIFFITH
CITY MANAGER

.....
BRIAN GEORGE
PRESIDENT

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TOM WORTON
VICE PRESIDENT

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GIL BILODEAU
TREASURER

.....
GREGG NICOLL
NEGOTIATING TEAM MEMBER

.....DATE

.....DATE

**LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF FORT ST. JOHN
AND
FORT ST. JOHN FIRE FIGHTERS LOCAL 2143 I.A.F.F.**

Re: Implementation of Short Term Disability

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

Bargaining Representatives
of the City of Fort St. John

Bargaining Representatives for Local 2143
of the International Assoc. of Fire Fighters

.....
COLIN GRIFFITH
CITY MANAGER

.....
BRIAN GEORGE
PRESIDENT

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TOM WORTON
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GIL BILODEAU
TREASURER

.....
GREGG NICOLL
NEGOTIATING TEAM MEMBER

.....DATE

.....DATE

**LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF FORT ST. JOHN
AND
FORT ST. JOHN FIRE FIGHTERS LOCAL 2143 I.A.F.F.**

Re: Promotional Policy

It is agreed by both parties that they will meet, develop and implement a promotional policy, during the life of this agreement, which will amend or replace Article 6.6. Such policy will deal with educational requirements, examinations, performance level expectations and the role of seniority in promotions.

Bargaining Representatives
of the City of Fort St. John

Bargaining Representatives for Local 2143
of the International Assoc. of Fire Fighters

.....
COLIN GRIFFITH
CITY MANAGER

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