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LETTER OF AGREEMENT #1 - FRINGE BENEFITS FOR RETIRED EMPLOYEES

LETTER OF AGREEMENT #2 – HOLIDAY PAY ON OVERTIME – (Agreement to convene Committee)

LETTER OF AGREEMENT #3 – EQUIPMENT/VEHICLES BEING TRANSPORTED TO OR FROM FERNIE

LETTER OF AGREEMENT #4 – COMMITTEE ON BENEFITS

LETTER OF AGREEMENT #5 – PENSION ACCRUAL RATE

CITY OF FERNIE / I.A.F.F., LOCAL 2827
COLLECTIVE AGREEMENT: JANUARY 1, 2004 - DECEMBER 31, 2007

THIS AGREEMENT made and entered this 29th day of March, 2005 effective on the first day of January, 2004.

BETWEEN:

The Corporation of the City of Fernie

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

AND:

The Fernie Professional Fire Fighters, Local 2827 (of the International
Association of Fire Fighters)

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

WITNESSETH THAT:

DEFINITIONS:

- a) "*City*" and "*Employer*" shall mean The Corporation of the City of Fernie
- b) "*Council*" shall mean the elected officials forming the Municipal Council
- c) "*Employee*" shall mean a person who is hired and receives wages for service in the Fire Department and is also a member of I.A.F.F. Local 2827
- d) "*Department*" shall mean the Fire Department
- e) "*Union*" shall mean the International Association of Fire Fighters, (I.A.F.F.) Local 2827
- f) "*Standby*" the parties agree to use the word "standby" instead of "Oncall", in the contract
- g) "*Retired Employee*" shall be a person who receives pension and benefits from the Superannuation Plan and who is entitled to benefits within this collective agreement

ARTICLE 1 CONTACT BETWEEN PARTIES

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

ARTICLE 2 UNION RECOGNITION

2:00 The City recognizes the Union as the exclusive bargaining agent for all members of Local 2827 to whom the certification issued by the Labour Relations Board of British Columbia on 1982-01-04 applies.

2:01 The City, its servants and agents, agree that there shall be no discrimination, interference, restriction or coercion exercised, or practiced, with respect to any Employee by reason of race, colour, ancestry, place of origin, religion, marital status, family status, political affiliation, physical or mental disability, sex, sexual orientation or age.

All complaints arising out of article 2:01 will be dealt with through the grievance procedure outlined in this collective agreement.

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

2:03 Copies of all Resolutions and Bylaws adopted by the City, which affect the members of the Union are to be as follows:

- a) forwarded to the Union;
- b) posted on all bulletin boards.

2:04 The City shall provide bulletin boards in the Fire Hall upon which the Union shall have the right to post notices of meetings and other such notices as may be of interest to the Employees. Such bulletin boards shall be placed in a prominent place for all Employees to see.

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2:05 In the event any other Employees of the Employer engage in legal strike and place or maintain pickets at the Employer's premises, then any refusal to work or failure to cross such picket line by members of this Union shall not be considered a violation of this Agreement except in the case of a fire/rescue emergency. A bargaining unit Employee thus absent from work shall be deemed to be on unpaid leave of absence.

2:06 Persons whose jobs are not in the bargaining unit shall not work on any job which is included in the bargaining unit except in the case of an emergency or when no other employees are available and except for training or instructional purposes.

2:07 Employees under this Agreement agree that their first responsibility is to the citizens and the City and as such, if a secondary job is held, that secondary job will not interfere with the performance of the duties of a fire fighter. It is also agreed that no fire fighter will hold second employment that could in any way be construed by the public as a conflict of interest (e.g. - selling fire equipment).

ARTICLE 3 MANAGEMENT RIGHTS

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

ARTICLE 4 UNION SECURITY AND CHECK-OFF

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

4:01 The employer agrees to deduct from the pay of each member of the Union employed by the employer any initiation fees, monthly dues or assessments levied as set by the Union from time to time and as advised by the Union in writing. The Employee shall sign and provide to the Employer an Authorization for Dues Check-Off in the form specified in Schedule A.

4:02 Deductions shall be made from the payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union within seven (7) working days of the second bi-weekly payday accompanied by a list of all employees from who's wages the deductions have been made.

ARTICLE 5 UNION TIME OFF

5:00 The City agrees that, where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations (other than related to collective bargaining) with the City, or with the respect to a grievance, they shall suffer no loss of pay for the time so spent to a maximum of two (2) hours.

5:01 Leave of absence without pay and without loss of seniority may be granted upon request to the City at the Fire Chief's discretion and with due regard to safety, to Employees elected or appointed to represent the Union at Union conventions. Such time shall not exceed a total of twenty-four (24) man-days in any one (1) year.

5:02 Any Employee who is elected or selected for a fulltime position with the Union shall be granted unpaid leave of absence without loss of seniority by the City for a period of one (1) year without pay, benefits or accrual of vacation time.

5:03 A bargaining representative for this Local shall have the privilege of attending collective bargaining meetings if held during regular work hours without loss of remuneration.

ARTICLE 6 HOURS OF WORK

6:00 Employees covered and classified under this Agreement shall be required to be on duty for forty-two (42) hours in any week unless an arrangement has been made whereby the hours of duty when averaged over a number of weeks shall be at a rate of forty-two (42) hours per week.

6:01 Nothing contained in this clause relieves the Fire Department from complying with the provisions of the "*Fire Department Act*".

6:02 Shifting

a) Employees receiving a change of shift to facilitate annual or Statutory Holiday coverage shall receive notification forty-eight (48) hours in advance of the hour he or she is to report to duty. An Employee who receives less than the minimum forty-eight (48) hours advance notification may consent voluntarily to accept the applicable shift.

b) If an Employee is required to perform sick or injury relief duties, he or she shall be given a minimum of three (3) hours notice to report to duty. An Employee who receives less than the minimum three (3) hours advance notification may consent voluntarily to report for work to perform sick or injury relief duties.

c) Shifts may be established by mutual agreement between the City and the Union.

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

ARTICLE 7 WAGES

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

CITY OF FERNIE I.I.A.F.F., LOCAL 2827
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7:01

Following are the Monthly, Bi-Weekly, Hourly and Yearly Schedules of Wages. In the event of any discrepancy between the following Schedules, the Monthly Schedule shall prevail.

MONTHLY TABLE

Position	% of first class	1-Jan-04	1-Dec-04	1-Jan-05	1-Nov-05	1-Jan-06	1-Oct-06	1-Jan-07	1-Sep-07
Captain	117%					\$5,616.02	\$5,728.34	\$5,785.62	\$5,901.34
	116%			\$5,404.80	\$5,512.89				
	115%	\$5,201.13	\$5,305.15						
Training (officer)	112%	\$5,065.45	\$5,166.76	\$5,218.42	\$5,322.79	\$5,376.02	\$5,483.54	\$5,538.38	\$5,649.14
Fire prevention (officer)	112%	\$5,065.45	\$5,166.76	\$5,218.42	\$5,322.79	\$5,376.02	\$5,483.54	\$5,538.38	\$5,649.14
Lieutenant	110%	\$4,974.99	\$5,074.49	\$5,125.24	\$5,227.74	\$5,280.02	\$5,385.62	\$5,439.48	\$5,548.26
First class (after 36 mo)	100%	\$4,522.72	\$4,613.17	\$4,659.31	\$4,752.49	\$4,800.02	\$4,896.02	\$4,944.98	\$5,043.88
Second class (25-36 mo)	95%	\$4,296.58	\$4,382.52	\$4,426.34	\$4,514.87	\$4,560.02	\$4,651.22	\$4,697.73	\$4,791.68
Third class (7-24 mo)	90%	\$4,070.45	\$4,151.86	\$4,193.38	\$4,277.24	\$4,320.02	\$4,406.42	\$4,450.48	\$4,539.49
Probation (0-6 mo)	85%	\$3,844.31	\$3,921.20	\$3,960.41	\$4,039.62	\$4,080.01	\$4,161.61	\$4,203.23	\$4,287.30

BI-WEEKLY TABLE

Position	% of first class	1-Jan-04	1-Dec-04	1-Jan-05	1-Nov-05	1-Jan-06	1-Oct-06	1-Jan-07	1-Sep-07
Captain	117%					\$2,592.01	\$2,643.85	\$2,670.29	\$2,723.69
	116%			\$2,494.52	\$2,544.41				
	115%	\$2,400.52	\$2,448.53						
Training (officer)	112%	\$2,337.90	\$2,384.66	\$2,408.50	\$2,456.67	\$2,481.24	\$2,530.86	\$2,556.17	\$2,607.30
Fire prevention (officer)	112%	\$2,337.90	\$2,384.66	\$2,408.50	\$2,456.67	\$2,481.24	\$2,530.86	\$2,556.17	\$2,607.30
Lieutenant	110%	\$2,296.15	\$2,342.07	\$2,365.49	\$2,412.80	\$2,436.93	\$2,485.67	\$2,510.53	\$2,560.74
First class (after 36 mo)	100%	\$2,087.41	\$2,129.16	\$2,150.45	\$2,193.46	\$2,215.39	\$2,259.70	\$2,282.30	\$2,327.94
Second class (25-36 mo)	95%	\$1,983.04	\$2,022.70	\$2,042.93	\$2,083.79	\$2,104.62	\$2,146.72	\$2,168.18	\$2,211.55
Third class (7-24 mo)	90%	\$1,878.67	\$1,916.24	\$1,935.40	\$1,974.11	\$1,993.85	\$2,033.73	\$2,054.07	\$2,095.15
Probation (0-6 mo)	85%	\$1,774.30	\$1,809.78	\$1,827.88	\$1,864.44	\$1,883.08	\$1,920.75	\$1,939.95	\$1,978.75

CITY OF FERNIE I.A.F.F., LOCAL 2827
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HOURLY TABLE

Position	% of first class	1-Jan-04	1-Dec-04	1-Jan-05	1-Nov-05	1-Jan-06	1-Oct-06	1-Jan-07	1-Sep-07
Captain	117%					\$30.86	\$31.47	\$31.79	\$32.42
	116%			\$29.70	\$30.29				
	115%	\$28.58	\$29.15						
Training (officer)	112%	\$27.83	\$28.39	\$28.67	\$29.25	\$29.54	\$30.13	\$30.43	\$31.04
Fire prevention (officer)	112%	\$27.83	\$28.39	\$28.67	\$29.25	\$29.54	\$30.13	\$30.43	\$31.04
Lieutenant	110%	\$27.34	\$27.88	\$28.16	\$28.72	\$29.01	\$29.59	\$29.89	\$30.48
First class (after 36 mo)	100%	\$24.85	\$25.35	\$25.60	\$26.11	\$26.37	\$26.90	\$27.17	\$27.71
Second class (25-36 mo)	95%	\$23.61	\$24.08	\$24.32	\$24.81	\$25.06	\$25.56	\$25.81	\$26.33
Third class (7-24 mo)	90%	\$22.37	\$22.81	\$23.04	\$23.50	\$23.74	\$24.21	\$24.45	\$24.94
Probation (0-6 mo)	85%	\$21.12	\$21.55	\$21.76	\$22.20	\$22.42	\$22.87	\$23.09	\$23.56

YEARLY TABLE

Position	% of first class	1-Jan-04	1-Dec-04	1-Jan-05	1-Nov-05	1-Jan-06	1-Oct-06	1-Jan-07	1-Sep-07
Captain	117%					\$67,392.24	\$68,740.09	\$69,427.49	\$70,816.04
	116%			\$64,857.54	\$66,154.69				
	115%	\$62,413.54	\$63,661.81						
Training (officer)	112%	\$60,785.36	\$62,001.06	\$62,621.07	\$63,873.50	\$64,512.23	\$65,802.48	\$66,460.50	\$67,789.71
Fire prevention (officer)	112%	\$60,785.36	\$62,001.06	\$62,621.07	\$63,873.50	\$64,512.23	\$65,802.48	\$66,460.50	\$67,789.71
Lieutenant	110%	\$59,699.90	\$60,893.90	\$61,502.84	\$62,732.90	\$63,360.23	\$64,627.43	\$65,273.71	\$66,579.18
First class (after 36 mo)	100%	\$54,272.64	\$55,358.09	\$55,911.67	\$57,029.91	\$57,600.21	\$58,752.21	\$59,339.73	\$60,526.53
Second class (25-36 mo)	95%	\$51,559.01	\$52,590.19	\$53,116.09	\$54,178.41	\$54,720.20	\$55,814.60	\$56,372.75	\$57,500.20
Third class (7-24 mo)	90%	\$48,845.38	\$49,822.28	\$50,320.51	\$51,326.92	\$51,840.19	\$52,876.99	\$53,405.76	\$54,473.87
Probation (0-6 mo)	85%	\$46,131.74	\$47,054.38	\$47,524.92	\$48,475.42	\$48,960.18	\$49,939.38	\$50,438.77	\$51,447.55

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- 7:02 The City shall pay wages every second Friday. On each pay, each Employee shall be provided with an itemized statement of his or her wages and deductions.
- 7:03 If an Employee is temporarily assigned to a higher classification during the absence of another Employee, he or she shall receive the rate of pay at the higher classification or his or her regular rate, whichever is greater, for those hours worked at the higher classification. Upon return to his or her former position he or she shall be paid the normal rate of his or her position. When an Employee is temporarily assigned to a position paying a lower rate, his or her rate shall not be reduced until he or she has worked in his or her temporary position for sixty (60) days consecutively.
- 7:03(A) When an Employee requests assignment to a lower position paying a lower rate, the lower rate shall be the rate of pay effective on assignment.
- 7:04 Before the Employer introduces a new or substantially changed job classification, the City shall meet with the Union to discuss the new or substantially changed job classification and an appropriate rate of pay.
- In the event that the Parties cannot agree on the new or substantially changed job classification or rate of pay, as the case may be, the Employer shall have the right to implement the new or substantially changed job description or rate of pay proposed by the Employer, and the Union shall have the right to grieve by submitting the matter immediately to arbitration in accordance with article 17, in which case the arbitrator shall have the authority and the jurisdiction to change or add to the terms and conditions of this Agreement with respect to implementation of his or her decision. Any pay adjustment arising pursuant to this article 7:04 shall be made as of the date the new or substantially changed job classification was first implemented by the Employer.
- 7:05 Employees working a night shift, 18:00 hours to 08:00 hours (6:00 p.m. to 8:00 a.m.), a Saturday

or Sunday day shift, 08:00 hours to 18:00 hours (8:00 a.m. to 6:00 p.m.), shall be paid a premium of fifty (\$0.50) cents per hour.

7:06 Except as expressly provided otherwise by this Agreement, each premium, penalty or additional pay consideration referred to in this Agreement shall be paid in addition to, but shall not be compounded by, any other premium, overtime, penalty or additional pay provisions of this Agreement.

ARTICLE 8 SERVICE PAY

8:00 Service pay shall be paid to all members covered by this Agreement on the basis of:

- a) After completion of five (5) years of continuous service as a First Class Fire Fighter with the City of Fernie (eight (8) years total) wages shall be one hundred and two (102%) percent of the First Class Fire Fighter rate.
- b) After completion of ten (10) years of continuous service as a First Class Fire Fighter with the City of Fernie (thirteen (13) years total) wages shall be one hundred and three (103%) percent of the First Class Fire Fighter rate.
- b) After completion of fifteen (15) years of continuous service as a First Class Fire Fighter with the City of Fernie (eighteen (18) years total) wages shall be one hundred and four (104%) percent of the First Class Fire Fighter rate.

ARTICLE 9 OVERTIME

9:00 All time worked beyond the normal shift shall be deemed to be overtime. Overtime shall be paid at one and one-half (1 ½) times for the first three (3) hours and two (2) times for any time beyond three (3) hours.

- a) Employees required to work outside of regular working hours shall be paid a minimum of three (3) hours at overtime rates.

- 9:01 All overtime worked in excess of three (3) hours on normal work days and all hours worked on Statutory Holidays as listed in Clause 10:00 or any day which replaces above days shall be paid at double (2) the standard rate of pay for each hour worked. Any Employee who works on a Statutory Holiday shall be paid his or her regular holiday pay in addition to the above applicable.
- 9:02 All Employees required to work on a Statutory Holiday shall be paid a minimum of three (3) hours at double time.
- 9:03 Overtime and call-back shall be shared, wherever possible, equitably among the Employees engaged in similar types of operations and who are qualified to perform the available work.
- 9:04 There shall be no extended amount of overtime in any operation while there are Employees on lay-off in the same or similar type of operation and qualified to perform the work.
- 9:05 Employees shall receive, for "Standby and Carrying a Pager", two (2) hours pay, at straight time per set of four (4) shifts scheduled to be worked, plus four (4) days off per year. Days off to be taken in current calendar year.
- 9:06 Employees who are required to work overtime for more than six and one-half (6 ½) hours consecutively in any day or shift shall be provided with a hot meal by the City, to a maximum of ten (\$10.00) dollars.

ARTICLE 10 STATUTORY HOLIDAYS

- 10:00 For the purpose of clarification it is understood by the parties of this Agreement that Statutory Holidays are earned and taken in the same calendar year. Statutory Holiday pay will not be added to overtime category on pay roll. Employees shall be entitled to the following Statutory Holidays, and said holidays may be taken in conjunction with an Employee's annual vacation or otherwise, at the discretion of the Fire Chief:

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

And any other day proclaimed by the Federal, Provincial, or Municipal Governments as a Statutory Holiday.

Floating Holidays

Three (3) floating holidays per annum shall be taken at a time which is acceptable to the Fire Chief and Employee, and the dates shall be confirmed in writing thirty (30) days before its occurrence.

For the purpose of clarification it is understood by the parties to this Agreement that floating holidays are earned in one (1) calendar year and taken in the following calendar year.

10:01 Statutory Holidays and floating holidays must be applied for on forms provided ("Application for Leave") at least thirty (30) days in advance of days requested.

10:02 Employees working a 18:00 to 08:00 (6:00 pm to 8:00 am) shift on Easter Sunday, December 24 (Christmas Eve) or December 31 (New Year's Eve) shall be paid two (2) times that Employee's wage.

ARTICLE 11 ANNUAL VACATIONS

11:00 Annual vacations shall be according to the following schedule:

<u>Years of Service</u>	<u>Working Days Paid Annual Vacation</u>
1	10
2	15
3	15
4	16
5	16
6	17
7	17
8	18
9	18
10	20
11	20
12	21
13	22

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14	23
15	24
16	26
17	27
18	28
19	29
20	30
21	31
22 and thereafter	32

For the purpose of clarification it is understood by the parties to this Agreement that annual vacation is earned in one (1) calendar year and taken in the following calendar year.

- a) If at the City's direction annual vacation must be held over to the next calendar year, such vacation credit must be scheduled by January 1st and must be taken by April 1st in the next calendar year.

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

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

11:03 Employees on "Long Term Disability" will not accrue "Annual Vacation", "Statutory Holidays" or "Floating Holiday Credits" while in receipt of "Long Term Disability Benefits."

ARTICLE 12 EMPLOYEE BENEFITS

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

- (a) It is agreed that the City will meet with representatives of the Union to discuss procedures for buying back Employees' initial six (6) months of Municipal Superannuation Plan. If an agreement is reached the Employees understand that they

shall contribute fifty (50%) percent of the cost of the premium and the City contributing fifty (50%) percent of the cost of the premium as required by law.

12:01

a) Basic Medical

The City will pay 100% of the premiums for the Medical Services Plan of B.C. for all Employees. The plan will be effective on the first day of the month following the month of employment. In the case of absence for illness, the City will continue to pay the premiums for a minimum of one (1) year (365 days) from the commencement of the illness. Thereafter, and for the full period of any other authorized absence, the Employee may pay the premiums through the City if the Employee so wishes. Retired Employees shall be transferred to the Municipal Superannuation Benefit Plan effective the first day of the first month following retirement.

b) Extended Health Coverage, Optical, Prescriptions

The City will pay 100% of the premiums for the Extended Health Benefits Plan for all Employees. The plan will be effective on the first day of the month following the month of employment. In the case of absence for illness, the City will continue to pay the premiums for a maximum of one (1) year (365 days) from the commencement of the illness. Thereafter, and for the full period of any other authorized absence, the Employee may pay the premiums through the City if the Employee so wishes. All Employees shall pay the cost and then submit to the plan for reimbursement. It will be the responsibility of the Retired Employee to pay the cost of the Extended Health Benefit expense incurred, submit the receipts to the Municipal Superannuation Benefit Plan and recover his or her costs and then submit the receipts to the City for any remaining monetary difference for reimbursement, to the maximum provided by the Extended Health Benefits Plan.

c) Vision Care Option

The City will pay 100% of the premiums for the Vision Care Option for all Employees. The Vision Care Option shall provide 100% reimbursement for adults with a maximum of \$300.00 each two calendar year period: for children with a maximum to \$300.00 each

calendar year. All Employees shall pay the cost and then submit to the Plan for reimbursement. It will be the responsibility of the Retired Employee to pay the cost of the Vision Care expense incurred, submit the receipts to the Municipal Superannuation Benefit Plan and recover his or her costs and then submit the receipts to the City for any remaining monetary difference for reimbursement, to the maximum provided by the Vision Care Option.

d) Dental

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

The plan pays: 100% of Plan A – Basic Services
90% of Plan B – Prosthetic Appliances (crowns, bridges, dentures)
75% of Plan C – Orthodontia (lifetime maximum of \$1500 per person)

e) The City will pay the difference between Municipal Superannuation Dental Plan and the cost of “Basic Services” to 100%, for all “Retired Employees”, the City shall pay the difference between Municipal Superannuation Dental Plan and Plan B, to a maximum of 90% of the expense incurred, the City shall also pay the difference between the Municipal Superannuation Dental Plan and Plan C to a maximum of 75% of the expense incurred. All expenses shall be incurred by the “Retired Member” and the “Bills” submitted to the City for reimbursement to the maximums set out above.

12:02

Sick Leave

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

a) Employees shall have annually eight (8) days sick leave but this sick leave is not

accumulated and will be dissolved at December 31st if unused.

- b) An Employee shall have the right to draw on his sick leave accumulation (each employee's sick leave accumulation up to a maximum of one hundred and fifty (150) days was frozen April 05, 1979) when his eight (8) days for each year has run out.
- c) Employees commencing employment after July 1st shall receive an accumulation of four (4) sick leave days for the remainder of the year.

12:03

Weekly Indemnity

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

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

12:04

Long Term Disability

The Employer will pay 100% of the premiums for the Long Term Disability Insurance Plan for all employees. The Plan will provide that Long Term Disability is payable after six (6) months, twenty-six (26) weeks, seventy (70%) percent of monthly income to a maximum of three thousand (\$3,000) dollars per month.

12:05

Group Life

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The City will pay 100% of the premiums for the Group Life Insurance Plan for all Employees, and for Retired Employees to age 65. Coverage is 300% of annual earnings (rounded up to the next \$1,000) to a maximum of \$150,000. The Plan will cover death from any cause. Retired Employees coverage will be based on the level of earnings as at the date of retirement.

12:06 Accidental Death and Dismemberment

The City will pay 100% of the premiums for the Accidental Death & Dismemberment Insurance Plan for all Employees. Coverage is 300% of annual earnings (rounded up to the next \$1,000) to a maximum of \$150,000.00.

12:07 An Employee absent from duty due to an injury received while on duty who is entitled to Workers Compensation shall receive at least "Regular Net Pay". Moneys received by the injured Employee from Workers Compensation Board shall be assigned to the City during that period.

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

12:09 Leave of Absence

a) An Employee may be granted three (3) regularly scheduled work days leave without loss of pay, in the case of the death of a parent, current spouse, brother, sister, child, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, grandchild, if the deceased lived within a three hundred mile radius of Fernie.

b) If the deceased lived beyond a three hundred mile radius of Fernie, the Employee shall be

granted five (5) regularly scheduled work days leave without loss of pay to attend the funeral.

- c) One (1) day shall be granted without loss of pay to attend a funeral of a non-relative as a pallbearer, provided such Employee has the approval of the Fire Chief.

12:10 Leave of Absence Without Pay

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

An Employee taking an approved leave of absence without pay may elect to pre-pay Employee benefits with the City to ensure their continuation during such leave.

12:11 Training and Education Leave

The City agrees to pay the full cost of any course of instruction required by the City for any Employee to better qualify the Employee to perform his or her duties. Such payment shall be made upon the successful completion of the course and in accordance with current City policy.

Employees taking or teaching courses approved by the Fire Chief on their scheduled days off will be paid on the following basis for the actual time spent in class:

- One hundred dollars (\$100) for classes up to four (4) hours in duration;
- One hundred and thirty-seven dollars and fifty cents (\$137.50) for classes between four (4) and six (6) hours in duration
- One hundred and seventy-five dollars (\$175) for classes in excess of six (6) hours duration.

This clause does not apply to regular weekly scheduled practice.

12:12 An Employee who serves as juror in any Court or inquest shall be granted leave of absence without loss of wages or seniority. The Employer shall pay the Employee his or her regular wages and the Employee shall turn over to the Employer the payment he or she receives for such duty excluding payment for traveling expenses, accommodations and meals.

12:13 Court Witness Leave
An Employee who is required to serve as a Court witness or is named as defendant in civil or criminal actions against the Employee as a result of carrying out the assigned duties of his or her employment by the City shall receive his or her regular rate of pay for the period of absence and shall receive his or her call-out rate of pay if attendance is required while on regular days off.

12:14 Employees hired on or after July 1, 2007
Notwithstanding any other term of this agreement or letters of agreement forming a part hereof, all Employees hired on, or after, July 1, 2007 are ineligible for any benefit paid for or provided by the City of Fernie upon leaving the employment of the City, including retirement.

ARTICLE 13 SENIORITY, PROMOTIONS AND DEMOTIONS

13:00 Seniority shall date from the first day any Employee enters the service of the Fire Department and shall be established on the basis of continual employment.

13:01 Newly hired Employees shall be considered on probation for a period of six (6) months from the date of hiring to determine capability and suitability for the position and for employment with the Employer. During this probation period, these Employees are covered by the provisions of this Agreement. The employment of such Employees may be terminated at any time during the probation period without notice. Upon successful completion of the probationary period seniority shall be effective from the original date of employment.

- 13:02 If an Employee is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer, the Employee shall not lose seniority rights. An Employee shall only lose seniority, and shall no longer be an Employee, in the event the Employee:
- is discharged for just cause and is not reinstated;
 - resigns;
 - is absent from work in excess of two (2) days consecutively without notifying the Employer, unless such notice was not reasonably possible or without valid reason given to the Employer by the Employee upon their return to work;
 - retires;
 - has recall rights and such rights expire;
 - does not return to work upon recall, as provided elsewhere in this Agreement;
 - accepts any severance pay arising out of this Agreement or the Employment Standards Act of British Columbia;
 - accepts any position with the Employer outside of the bargaining unit, except as expressly provided otherwise by this Agreement.
- 13:03 Where the competency, efficiency, ability and physical capabilities of Employees in all cases of promotion or demotion are relatively equal, seniority shall determine.
- 13:04 An Employee promoted to a new position shall be given three (3) months from the date of his or her promotion in which to prove satisfactory, and if he or she fails to do so, he or she shall be returned to his or her former position without loss of seniority.
- 13:05 An Employee who is promoted to a classification above First Class Fire Fighter, has the option of returning to First Class Fire Fighter without loss of seniority provided a vacancy exists and it is acceptable to the Fire Chief.
- 13:06 In the event the City shall merge, amalgamate or combine any of its operations or functions with

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another employer, the City agrees to attempt to negotiate the retention of seniority rights for all Employees covered by this contract with the new employer.

13:07 In the event of a lay-off; Employees shall be laid off in the reverse order of seniority. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work. A laid-off Employee shall have recall to employment rights for 18 months from the effective date of the lay-off.

13:08 An Employee shall lose seniority, and shall no longer be an Employee, if after a lay-off the employee fails to return to work within seven (7) calendar days after being notified by receipted mail to do so, unless through sickness or other just cause. It is the responsibility of the Employee to keep the Employer informed of the Employee's current address and Employees must advise the Employer of any changes of address by receipted mail.

13:09 The City shall notify Employees who are laid off in writing, two (2) days before lay-off is to be effective if it is contemplated that the lay-off is to be more than fourteen (14) days. Employees are to receive one (1) month's notice in writing of lay-off before the lay-off is to be effective.

13:10 A regular Employee who is laid off and who remains on the recall list may continue on the following benefit plans for the period of the lay-off:

Medical Services Plan

Extended Health Benefits Plan including Optical, Prescription Drugs

Group Life and AD & D

Dental Insurance Plan.

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

1) Paying full monthly premium to the Employer prior to the 2nd day of the month being covered (i.e. employer receives payment for December coverage by December 2nd or coverage is automatically cancelled);

2) Paying full monthly premiums to the employer for the six months or one year in advance.

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

- 13:11
- a) Prior to filling any vacant positions or promotions covered by the terms of this Agreement, the City shall notify the Union in writing and post a notice of the position at the Fire Hall for a minimum of five (5) working days, in order that all members will know about the position to be able to make a written application, therefore, nature of position, skills, ability, required knowledge, education, wages or range shall be contained in the notice. No appointment shall be made until after such posting has been completed.
- b) Union shall have the right to put in a letter on behalf of a member who is away or incapacitated.

13:12 The Union shall be notified of all appointments, hirings, lay-offs, re-hiring, and terminations of employment.

13:13 Any Employee covered by this Agreement, who has given good and faithful service to the City, and who through advancing years or temporary disablement is unable to perform his or her regular duties shall be given preference of any light work available, at the wages payable at the time for the position to which assigned.

13:14 In cases of promotion requiring higher classification or certification, the City shall give consideration to Employees who do not possess the required qualifications, but are preparing for qualification prior to filling of a vacancy. Such Employees will be given six (6) months unless a longer period of time is agreed to by both parties, and to revert to their former positions if the

required qualifications are not met within such time.

13:15 Where an Employee is temporarily assigned to perform the duties of a higher classification, such an Employee shall retain his or her normal classification even though receiving higher rate of pay during the time he or she is performing functions of higher classification.

ARTICLE 14 LABOUR MANAGEMENT COMMITTEE AND ADJUSTMENT PLANS

14:00 A Joint Labour/Management Committee shall be established consisting of up to two (2) representatives of the Union and up to two (2) representatives of the City.

14:01 The Joint Committee shall concern itself with discussing issues relating to the workplace that affect the Parties or any Employee bound by this Agreement, with problems and potential problems involving the parties, but not with grievances, and shall have the power only to make recommendations to the Union and the City.

14:02 The Joint Committee shall meet at the written call of either party, for a stated purpose, within seven (7) days of the call.

14:03 If the City introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of two or more regular Employees, the City shall give notice to the Union at least ninety (90) days before the date on which the measure, policy, practice or change is to be effected; and the parties agree to be bound by the provisions of Section 54 of the Labour Relations Code.

ARTICLE 15 SAFETY

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

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- 15:01 A Safety Committee shall be established to monitor all unsafe and dangerous conditions. All Safety Committee recommendations shall be dealt with satisfactorily on a first priority basis.
- 15:02 A Safety Committee shall assure that all Workers' Compensation Board rules and regulations are understood and applied as pertinent.
- 15:03 If the City requires an Employee to have an Occupational First Aid Ticket, the Employee holder of the ticket shall be compensated at a rate negotiated.

ARTICLE 16 CLOTHING

- 16:00 All professional fire fighters shall receive the following clothing allowance:
- | | |
|---------|--|
| Yearly | Three (3) pairs of work pants |
| | Two (2) winter shirts |
| | Two (2) summer shirts |
| | Six (6) pairs socks |
| 2 Years | one (1) pair boots or shoes |
| | one (1) turtleneck sweater |
| 3 Years | Combination Fall/Spring Jacket (as now in service) |
| 5 Years | Winter Parkas |
- Dress uniform replaced at Fire Chief's discretion.
- 16:01 The City shall pay each professional fire fighter twelve (\$12.00) dollars per month to launder and maintain Department-issue uniform.
- 16:02 All necessary fire fighter equipment and protective clothing shall be supplied by the City as defined by the Fire Chief with due consideration for the Workers' Compensation Board regulations.

ARTICLE 17 GRIEVANCE PROCEDURES

17:00 Wherever the word "day" is used in this Article with reference to length of time, it shall mean working days unless otherwise specified.

17:01 A grievance shall be defined as any differences arising between the parties concerning the interpretation, application, operation, or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable. All grievances shall be settled without stoppage of work in the following manner:

Stage One

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

Stage Two

The Employee or Employees concerned, with their Union Steward in attendance, shall meet with the Administrator and shall submit the grievance in writing. Failing to reach a satisfactory settlement of the dispute within three days after submission to the Administrator the dispute may be submitted to Stage Three within eight (8) days of the submission.

Stage Three

The General Grievance Committee of the Union shall meet with a Committee of the City Council within five days of a written submission to Stage Three. Failing to reach a satisfactory settlement of the dispute within five days after such a meeting, the dispute may be submitted to Stage Four within twenty (20) days of the meeting.

Stage Four

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

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

17:03 Each party shall share the expenses of the Arbitrator chosen. Each party shall pay all expenses incurred in connection with the presentation and preparation of its own case.

17:04 The procedure for settling disputes set out in this Article shall be adhered to, but where a dispute involves a question of general application, suspension or dismissal, the employer and the Union may agree to bypass Stages 1 and 2. The time limits provided in this Article may be extended by mutual agreement.

17:05 The Employer shall not discipline or dismiss an Employee except for just and reasonable cause. Just and reasonable cause shall take into consideration the specific purposes of probation as noted elsewhere in this Agreement. Wherever the Fire Chief deems it necessary to censure an Employee for substandard work or contravention of Department Policy, an Employee Performance Notice will be issued to the Employee with copies to the Administrator's office, Secretary of the Union and to the Shop Steward. The issuance of three of these Employee Performance Notices will constitute an automatic termination of employment.

ARTICLE 18 ACCUMULATED SICK LEAVE (FROZEN SICK LEAVE)

- 18:00 Each Employee's sick leave shall be dealt with as follows:
- a) During the course of employment should the Employee terminate employment, the Employee shall receive twenty (20%) percent of the accumulated sick leave stated value.

 - b) Upon retirement, the employee shall receive one hundred (100%) percent of the accumulated frozen sick leave stated value.

ARTICLE 19 GENERAL PROVISIONS

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

ARTICLE 20 MINIMUM FITNESS STANDARD

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

ARTICLE 21 JOB SECURITY

- 21:00 Every contract made by the Employer for any municipal works shall be subject to the provisions of the Local Government Act and Community Charter. The Employer shall not contract out work where it results in lay-off or reduction in hours for any employee or failure to recall a laid off regular full-time employee who has recall rights.
- 21:01 During the life of this contract there shall be no less than six (6) professional firefighters of which four (4) will be officers or acting officers of which all will be members of Local 2827.

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21:02 If any of the four (4) officer positions are absent as a result of Workers Compensation or Long Term Disability claim, the Employer agrees to appoint “acting officer(s)” during the period of absence conditional on the availability of trained and qualified Employees.

ARTICLE 22 TERM OF AGREEMENT

22:00 Contract Term – Four (4) Years effective January 1st, 2004 to December 31st, 2007

 Wages (First Class Fire Fighter rate):

January 1, 2004	+1%
December 1, 2004	+2%
January 1, 2005	+1%
November 1, 2005	+2%
January 1, 2006	+1%
October 1, 2006	+2%
January 1, 2007	+1%
September 1, 2007	+2%

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

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

Signed, sealed and delivered by the FERNIE The Corporate Seal of the CORPORATION
PROFESSIONAL FIRE FIGHTERS, LOCAL 2827, OF THE CITY OF FERNIE is hereunto affixed in
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS the presence of:

Keith Watson

Randal Macnair, Mayor

Dave Kurschenska

Allan Chabot, Chief Administrative Officer

Colin Letcher

SCHEDULE "A" – Authorization for Dues Check-Off

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

AUTHORIZATION FOR DUES CHECK-OFF

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

Date: _____

Witness to Employee signature

Employee (member) signature

LETTER OF AGREEMENT #1 – Fringe Benefits for Retired Employees

The Parties have agreed to the following:

The City of Fernie will resume paying the premiums for Retired Employees for the BC Medical Plan, Extended Health Benefits, Vision Care Option, Prescriptions and Dental should the Municipal Pension Plan cease to provide for the payment of premiums for this plan for Retired Employees.

This Letter of Agreement does not apply to employees hired on, or after, July 1, 2007.

Date: _____

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

For: City of Fernie

LETTER OF AGREEMENT #2 – Holiday Pay on Overtime

A Committee will be convened to study holiday pay on overtime worked as per the B.C. Employment Standards Act.

All above articles and clauses are agreed to October 21, 1999.

Date: _____

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

For: City of Fernie

LETTER OF AGREEMENT #3 – Equipment/Vehicles being transported to or from Fernie

It is mutually agreed that when equipment/vehicles assigned to the Fire and Emergency Services Department are to be delivered to, or returned from a location outside of the City of Fernie as a result of purchase, service, retrofit, sale or for any other purpose that is non-emergency in nature, Members of Local 2827 and the paid on-call members shall have first right of refusal before transport is offered to any other City employee; subject only to the ability and qualification to operate the transported vehicle and to cost-effectiveness, as determined by the Director of Fire and Emergency Services.

Dated January 31, 2001.

Date: _____

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

For: City of Fernie

LETTER OF AGREEMENT #4 – Committee on Benefits

A Committee, consisting of Local 2827 Members and City Management Staff, shall be organized to create a document covering the City of Fernie Benefits Package. The document will be written so that the Employer and Employees can read and understand the current Employee Benefits Package or changes to it.

Date: _____

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

For: City of Fernie

LETTER OF AGREEMENT #5 – Pension Accrual Rate

It was agreed between the parties during negotiations for the agreement that expired December 31, 2003 to add a 2% and 2% supplemental pension plan as per article 22.00.

At that time, it was recognized that a fire fighter’s career is shorter than other careers due to the mandatory retirement age of 60. This agreement quoted above was implemented as recognition of the shortened career.

Recently, the Federal Government under the CCRA took steps to increase the permissible pension accrual rate to recognize the shorter career and place fire fighters on equal footing with other citizens faced with normal retirement at age 65.

Recognizing that a combining of the “Special Agreement Pension (Superannuation)” and the 2.33% accrual would be in excess of the CCRA’s attempt to correct the wrong, the parties agree to discuss the details of the CCRA regulation change to pension accrual rates that increase the limit for fire fighters to 2.33%.

The parties will mutually conduct a review to determine any cost effect to the collective agreement of implementing the new rates. The Union agrees to fund research costs. Subject to the aforementioned review being cost neutral to the Employer, the parties further agree in principle that a joint effort to pursue and implement this new rate be undertaken. The Union agrees to seek the support of the Municipal Employees Pension Committee and the City agrees to seek the support of the Employer plan partners of the Municipal Pension Plan.

Date: _____

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

For: City of Fernie

April 15, 2002

City of Fernie
Box 190
Fernie, BC V0B 1M0

Attention: Allen Jenkins, Administrator

Dear Sir,

RE: Optional coverage for Eye Examinations from Pacific Blue Cross

Please be advised that IAFF Local 2827 have voted unanimously at a duly convened union meeting, to participate in the optional coverage for eye exams, being \$100.00 coverage every year.

This letter may serve as your authority to deduct the premium applicable for this coverage, currently \$1.20 each pay for a family, and 60 cents a pay for a single person, for the duration of the existing contract, or until notified otherwise by the union president.

Yours truly,

Keith Watson
President, IAFF Local 2827