

COLLECTIVE AGREEMENT
BETWEEN
THE CITY OF TERRACE
AND
THE TERRACE FIREFIGHTERS' ASSOCIATION, LOCAL 2685

January 1, 2007 – December 31, 2010

TABLE OF CONTENTS

DEFINITIONS 4

CLAUSE 1 – OBJECT 6

CLAUSE 2 – MANAGEMENT RIGHTS 6

CLAUSE 3 – UNION RECOGNITION 6

CLAUSE 4 – DISCRIMINATION 7

CLAUSE 5 – UNION MEMBERSHIP 7

CLAUSE 6 – SENIORITY 7

CLAUSE 7 – PROBATION 8

CLAUSE 8 – HOURS OF WORK 9

CLAUSE 9 – OVERTIME 9

CLAUSE 10 – CALL OUT 10

CLAUSE 11 – ANNUAL HOLIDAYS 10

CLAUSE 12 – GENERAL HOLIDAYS 12

CLAUSE 13 – HEALTH AND WELFARE 13

CLAUSE 14 – COMPASSIONATE LEAVE 16

CLAUSE 15 – REMUNERATION 17

CLAUSE 16 – PAYMENT SCHEDULE 18

CLAUSE 17 – GRIEVANCE PROCEDURE 18

CLAUSE 18 – TERMINATION, DISCIPLINE AND LAY OFF 19

CLAUSE 19 – SEVERANCE PAY OPTION 20

CLAUSE 20 – CLOTHING 21

CLAUSE 21 – VACANCIES 22

CLAUSE 22 – UNION DUTY 22

TABLE OF CONTENTS (Cont'd)

CLAUSE 23 – TERMS OF AGREEMENT	23
CLAUSE 24 – STANDBY PROVISION	24
CLAUSE 25 – GENERAL PURPOSES AND CONDITIONS	24
CLAUSE 26 – WORK COVERAGE.....	24
CLAUSE 27 – TECHNOLOGICAL CHANGE.....	25
CLAUSE 28 – MANNING	26
CLAUSE 29 – MATERNITY/PARENTAL LEAVE	26
APPENDIX A – SALARIED EMPLOYEES BASIC MONTHLY RATES	28
APPENDIX B – INITIATION FEE AND MONTHLY UNION DUES.....	29
APPENDIX C – BINDING ON SUCCESSORS CLAUSE	30
SIGNATURE PAGE.....	31
MOA – MEDICAL EXAMINATIONS/PHYSICAL TESTING.....	32
LOU – EARLY RETIREMENT INCENTIVE	33
MOA – JOINT UNION-EMPLOYER FITNESS/WELLNESS COMMITTEE	34

DEFINITIONS:

APPROVED ABSENCE:

Approved absence will be:

- *Authorized leave of absence;*
- *Annual vacations pursuant to Clause 11;*
- *Service with the Armed Forces during a national emergency;*
- *Sick leave pursuant to Clause 13.03;*
- *LTD pursuant to Clause 13.08;*
- *Jury duty pursuant to Clause 15.04;*
- *Bereavement leave pursuant to Clause 14.*

BASIC HOURLY RATE:

“Basic Hourly Rate” – refer to Clause 9.04.

“Regular Basic Rate” will mean the rates specified in Appendix “A” of this Agreement.

CONTINUOUS SERVICE:

“Continuous Services” will mean a period of employment with the Terrace Fire Department which is uninterrupted except by an approved absence.

EMPLOYEE:

“Employee” will mean an employee of the City who is within the unit of employees for whom the Union has certified as Bargaining Authority under the Labour Code of British Columbia.

FULL SALARY (REFER TO CLAUSE 13.07):

“Full Salary” will mean the basic monthly rate, Appendix “A”, the monthly cleaning allowance Clause 20.03, and the call-out differential Clause 10.01.

PERMANENT EMPLOYEE:

“Permanent Employee” will mean an employee who has successfully completed a six (6) calendar month probationary period.

PROBATION:

“Probation” will mean the period between the date of commencement of employment and the completion of six (6) months’ continuous satisfactory employment.

RESCUE:

“Rescue” will mean providing medical aid and first responder services, using hydraulic/pneumatic equipment or other such methods required to locate and free trapped victims, to assist other response teams in rescue and recovery operations.

SELF-EMPLOYED:

“Self-Employed” will mean employment where a business license is required under the Municipal Bylaws of the City of Terrace.

SENIORITY:

“Seniority” will mean the length of continuous service with the City’s Fire Department.

CLAUSE 1 – OBJECT

1.01 *The object of this Agreement is to:*

- (.1) Promote the continuing harmonious relations, cooperation and understanding between the City and its employees;*
- (.2) Provide for the conditions of employment, hours of work, and rates of pay;*
- (.3) Provide for the prompt, fair and peaceful settlement of disputes or grievances;*
- (.4) Encourage efficiency in operations.*

CLAUSE 2 – MANAGERIAL RIGHTS

2.01 *The Union recognizes that it is the right of the City of Terrace to exercise its regular and customary function of management of the City of Terrace Fire Department. It further recognizes the right to the City to direct its working force including the right to:*

- (.1) Hire;*
- (.2) Assign work;*
- (.3) Grant permanent status;*
- (.4) Suspend or discharge for just cause;*
- (.5) Promote;*
- (.6) Demote;*
- (.7) Discipline;*
- (.8) Lay off;*
- (.9) Reinstatement;*
- (.10) Evaluate job.*

CLAUSE 3 – UNION RECOGNITION

3.01 *The City recognizes the Terrace Firefighters' Association, Local 2685, as the Collective Bargaining Agency for all employees of the City for whom the Union has been certified as Bargaining Agent under the Labour Code of British Columbia.*

- 3.02 *Jurisdictional disputes with any union or unit not included in the Terrace certification will not result in any work stoppage or slowdown in the City's operations.*
- 3.03 *Union activities will not be pursued during working hours, except as provided for in Clause 22.*
- 3.04 *No employee will be required or permitted to make a written or verbal agreement with the City which may conflict with the terms of this Agreement.*
- 3.05 *Pursuant to the Labour Code of British Columbia, an employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute, providing that such will not apply for purposes of extinguishing a fire or other emergencies within the purview of the employee's duties.*

CLAUSE 4 – DISCRIMINATION

- 4.01 *Pursuant to the Human Rights Code and the Labour Code of British Columbia, there will be no discrimination by the City or the Union against any employee.*

CLAUSE 5 – UNION MEMBERSHIP

- 5.01 *All permanent employees and persons serving a probationary period respecting permanent positions covered by this Agreement, will become and remain members of the Union in good standing as a condition of employment, within thirty (30) calendar days of the date of hiring.*
- 5.02 *Upon receipt of a signed authorization in accordance with Appendix "B", the City will deduct from wages or salary of the employee named therein, Union fees and dues in the amount specified therein, and will forward such monies to the Secretary-Treasurer of the Union before the fifteenth (15th) day of the following month, accompanied by a list of employees from whom the deductions were made.*
- 5.03 *The City agrees to advise new employees of the existence of this Collective Agreement, and the conditions of employment.*

CLAUSE 6 – SENIORITY

- 6.01 *The City recognizes the principle of seniority.*
- 6.02 *Seniority will apply in cases of promotion, transfer, lay-off and re-hiring, except when the skills, competence, efficiency and qualifications of one of the employees concerned are considered by the City to be demonstrably greater, providing such shall be a bona fide operational requirement of the position in question and the difference between the candidates is relevant.*

6.03 *An employee will not be deemed to have any seniority until he has been continuously employed by the City of Terrace Fire Department for six (6) calendar months. At such time his seniority will date back to the date of hiring.*

6.04 **RETENTION OF SENIORITY:**

(.1) *An employee who is laid off after less than one (1) year of service will retain his seniority for a period of six (6) months.*

(.2) *An employee who is laid off after one (1) year of service will retain his seniority for a period of one (1) year notwithstanding Clause 13.*

(.3) *An employee who is absent, due to bona fide sickness provided such sickness is attested to by a qualified Medical Practitioner, will retain his seniority.*

(.4) *An employee on an authorized leave of absence will retain his seniority.*

6.05 *An employee will lose his seniority for any of the following reasons:*

(.1) *Upon voluntarily leaving the service of the City.*

(.2) *When discharged for just cause.*

(.3) *When continuously laid off for a period exceeding the time factors as provided in 6.04(.1) and (.2) herein.*

6.06 *Personnel joining the regular staff of the Fire Department from the ranks of the Terrace Volunteer Fireman's Association may be given credit for previous time served in the Fire Service as follows:*

(.1) *Six (6) months credit for every year of completed service, up to a maximum of two (2) years credit, providing the candidate is certified to NFPA 1001 Level 2 or equivalent.*

(.2) *This credit will apply and will be used only for the purpose of establishing starting salary, and that for all other calculations of seniority the hire date shall apply.*

CLAUSE 7 – PROBATION

7.01 *All persons will be considered to be on probation and will not be granted permanent status prior to the satisfactory completion of six (6) calendar months continuous service in the position applied for.*

- 7.02 *Within one (1) week of completion of a probationary period, the City will notify the person in writing of termination or granting of permanent status, as the case may be.*
- 7.03 *An employee who is promoted to another permanent position will be on probation for a period of six (6) continuous calendar months. Failure to satisfactorily complete the probationary period will result in demotion to his former position. By mutual agreement between the City and the Union, an employee's probation period may be extended.*

CLAUSE 8 – HOURS OF WORK

- 8.01 *The basic workweek for "Schedule A" shift work, will average not more than forty-two (42) hours per week. Shifts will consist of two consecutive ten (10) hour days, commencing at 08:00 hours, followed by two consecutive fourteen (14) hour nights, commencing at 18:00 hours, followed by four (4) consecutive days off.*
- 8.02 *The basic workweek for "Schedule B" day shift only, will average not more than forty-two (42) hours per week. Shifts will consist of four (4) consecutive twelve (12) hour days shifts, commencing at 07:00 hours, followed by four (4) consecutive days off. Vacancies in the "Schedule A" shift work pattern will be filled by the senior "Schedule B" day shift employee. Vacancies in the "Schedule B" day shift will be filled with a new hire, except under mutually agreed circumstances.*
- 8.03 *It is agreed that Clause 8.01 shall not apply to probationary members, provided that they are on a recognized training program, in which case their workweek shall not average more than forty (40) hours per week.*
- (.1) *Probationary members who are not on a training program shall work the basic workweek pursuant to Clause 8.01.*
- 8.04 *The normal hours of work for employees who do not normally work on a rotating shift, shall average thirty-five (35) hours in a five (5) day period on a weekly basis, and seven (7) hours per day on a daily basis. This clause shall apply to the Clerk-Dispatcher position only.*
- 8.05 *The Clerk-Dispatcher position is currently filled on a part-time basis, four (4) hours per day.*

CLAUSE 9 – OVERTIME

- 9.01 *Overtime will be paid for all hours worked in excess of the regular working hours defined in Clause 8.*

9.02 Overtime hours worked during any one twenty-four (24) hour period commencing with the regular shift, or overtime hours worked in excess of the hours specified in Clause 8 for the regular work week will be paid at one-and-one-half times the employee's basic hourly rate.

9.03 Overtime will be paid in half (1/2) hour increments.

9.04 Overtime pay for all employees working forty (40) hours per week shall be computed on an hourly basis as follows:

$$\frac{12 \times \text{Monthly Salary}}{2080 \text{ hours}} = \text{Hourly Rate}$$

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

$$\frac{12 \times \text{Basic Monthly Rate}}{2184 \text{ hours}} = \text{Basic Hourly Rate}$$

CLAUSE 10 – CALL OUT

10.01 Call out differential will be paid to each employee as compensation for attendance at Fire and Rescue calls during off duty hours, and attendance at fire practices as follows:

Twelve (12) hours at one-and-one-half (1 ½) times the employee's regular basic hourly rate, per month.

10.02 Call out differential will not apply to the Clerk-Dispatcher position.

CLAUSE 11 – ANNUAL HOLIDAYS

11.01 Holiday entitlement will be based on the twelve (12) month period, running from January 1st to December 31st of the previous calendar year.

11.02 Employees who leave the service of the City in less than twelve (12) months from the date of employment, will be granted holiday pay in accordance with the Annual General Holiday Act.

11.03 ENTITLEMENT:

(.1) In the first (1st) part calendar year of service, holidays will be granted on the basis of one twelfth (1/12) of eight (8) duty shifts for each month, or portion of a month greater than half (1/2) worked, up to a maximum of eight (8) duty shifts.

- (.2) *In the second (2nd) calendar year, up to and including the ninth (9th) calendar year of continuous service, twelve (12) duty shifts will be granted.*
- (.3) *In the tenth (10th) calendar year up to and including the nineteenth (19th) calendar year of continuous service, sixteen (16) duty shifts will be granted.*
- (.4) *In the twentieth (20th) calendar year of continuous service, and thereafter, twenty (20) duty shifts will be granted. The twenty (20) shifts will be liquidated in the twentieth (20th) calendar year of continuous service.*
- (.5) *In the twenty-first (21st) calendar year of continuous service, and thereafter, one additional duty shift per calendar year of service.*

11.04 HOLIDAY REQUESTS:

- (.1) *Employees request for holidays will be given to the Fire Chief before January 31st of each year and the Fire Chief will, based on operational requirements, approve and post the holiday schedule on or before March 1st of each year.*
- (.2) *Employees requesting holidays one year future to the current year, shall post their request for at least two (2) weeks. If there is no objection filed within this two (2) week period, this request may be approved by the Fire Chief.*

11.05 *Holiday pay will be paid at the rates being paid in the year the holiday is taken.*

11.06 *Pay in lieu of holidays will not be granted, except upon the termination of service and subject to Clause 11.02.*

11.07 *Holiday entitlement will be liquidated in the calendar year following the year in which it is earned. Exception to this clause may be made by the Fire Chief.*

11.08 *Holiday entitlement will be liquidated with a minimum block of eight (8) duty shifts being taken. One (1) block of holidays (4 shifts) may be broken up and taken off as individual shifts. The remaining entitlement will be liquidated with a minimum of four (4) duty shifts being taken, except where less than four (4) duty shifts remain, in which case all remaining duty shifts will be liquidated at one time.*

11.09 *Holiday pay will be paid not more than five (5) working days prior to the commencement of the vacation period.*

11.10 *Employees terminating after twelve (12) consecutive months service will receive holiday pay for the calendar year in which termination occurs on a pro-rated basis pursuant to Clause 11.03.*

11.11 NON-ROTATING SHIFT ENTITLEMENT:

- (.1) *In the first part calendar year of service and in the four (4) continuous calendar years succeeding the first part year, vacations shall be granted on the basis of one and one-quarter (1 – ¼) days per month, up to a maximum of fifteen (15) working days.*
- (.2) *In the sixth (6th) calendar year and up to and including the thirteenth (13th) calendar year of continuous service, twenty (20) working days shall be granted.*
- (.3) *In the fourteenth (14th) calendar year up to and including the nineteenth (19th) calendar year of continuous service, twenty-five (25) working days shall be granted.*
- (.4) *In the twentieth (20th) calendar year and up to the twenty-fourth (24th) calendar year of continuous service, thirty (30) working days shall be granted.*
- (.5) *In the twenty-fifth (25th) calendar year and thereafter, one (1) additional working day per additional calendar year of service.*

CLAUSE 12 – GENERAL HOLIDAYS

12.01 *The City will observe the following days as General Holidays:*

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

12.02 *If by law or decree another day is substituted for the observance of any holidays listed in Clause 12.01, the day of observance will be considered as the holiday insofar as payment of the listed general holiday is concerned.*

12.03 *Entitlement will be one (1) duty shift for each calendar month of service in any one year. This entitlement will be in lieu of the general holidays recognized in Clause 12.01. This subsection shall apply only to employees engaged on a rotating shift.*

12.04 *General Holidays will be taken at a time which will be subject to the approval of the Fire Chief.*

12.05 CHRISTMAS DAY AND NEW YEARS DAY:

- (.1) *Employees required to work on Christmas Day or New Years Day will be paid at double their basic hourly rate.*
- (.2) *Employees required to work overtime on Christmas Day or New Years Day will be paid at two and one half (2 ½) times their basic hourly rate.*

12.06 *Employees working a five (5) day thirty-five (35) hour week will take each General Holiday off on the day in which it falls. Where the holiday falls on an employees regular day of rest, the holiday will be moved to the employees next working day.*

CLAUSE 13 – HEALTH AND WELFARE

The City will maintain the following benefits for all employees:

13.01 *All employees covered by this Agreement, who have completed three (3) calendar months service, shall be entitled to participate in the Medical and Dental Service Plans carried by the City, with the premiums being fully paid by the City.*

13.02 SUPERANNUATION:

- (.1) *All employees shall participate in the Municipal Pension Plan subject to the Municipal Pension Plan Rules as amended from time to time under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the Public Sector Plans Act as applied to the Employer and its regular full-time employees. Enrolment shall be effective upon the successful completion of three (3) calendar months of service. Employees who are ineligible to make contributions under the Pension (Municipal) Act shall be exempted from its provisions. If there is a conflict between the Municipal Pension Plan Rules and this Agreement then the Municipal Pension Plan Rules shall prevail.*
- (.2) *Each employee of the Terrace Fire Department shall, upon reaching the maximum age of sixty (60) years, be superannuated from the Fire Department, effective the end of the calendar month in which he reaches his sixtieth (60th) birthday.*

13.03 *An employee is not entitled to receive sick leave benefits under this section for injury or sickness while working for any other employer, or while self-employed. The terms and provisions of sick leave benefits will be as follows:*

- (.1) *The employee must suffer an injury or illness not compensable under the Worker's Compensation Act.*
- (.2) *The employee shall have completed three (3) calendar months' service to be eligible for sick leave benefits.*

- (.3) *Sick Leave Benefits shall commence on the first (1st) working shift of absence due to accident, illness, or out-of-town medical referrals. All benefits shall be paid in accordance with this Agreement.*
- (.4) *Benefits shall be One Hundred Percent (100%) of the employee's gross pay for a period of twenty-six (26) weeks.*
- (.5) *When sickness occurs, the employee shall notify their immediate supervisor as soon as possible.*
- (.6) *Benefits shall be payable at the regular pay periods as provided in this Agreement.*
- (.7) *The City may request a medical certificate for any sickness or injury. When M.S.P. does not cover the costs, the costs of supplying such a certificate shall be borne by the City.*
- (.8) *When an absence due to illness or accident exceeds three (3) working shifts, the employee shall, if requested, furnish the City with a medical certificate attesting that he is unable to perform his regular job duties, and thereafter shall provide the same during the period of disability as and when requested by the City.*
- (.9) *Sick Leave Benefits are not payable under the following situations:*
 - (a) *Disability resulting from wilfully self-inflicted injury, or from an attempt at self-destruction.*
 - (b) *Where the absence results from the use of drugs or alcohol, unless the employee is receiving continuing treatment under the care of a licensed physician.*
- (.10) *Recurring Sickness or Disability - Should an employee who has received sick leave benefits become sick again, a new period of sick leave benefits (26 weeks) shall only be established in the following circumstances:*
 - (a) *If the new sickness is totally unrelated to the previous sickness, and the employee has returned to work for at least one (1) duty shift between sicknesses.*
 - (b) *If the new sickness is related to, or is a continuation of the previous sickness and the employee has returned to work for a period of eight (8) duty shifts.*
- (.11) *After an employee has been paid the maximum of twenty-six (26) weeks' pay provided for in Clause 13.03(.4), the employee shall, if eligible, be placed on the Long Term Disability Plan, without pay.*

- (.12) *At the sole discretion of the City, sick leave without pay may be granted to an employee who does not qualify for sick leave with pay, or is unable to return to work at the termination of the period for which sick leave with pay is granted.*
- 13.04 *The City will share equally with each employee who has completed three (3) calendar months service the monthly premium of the City's Group Life Insurance Plan. The life insurance shall be three times (3X) the employee's annual gross pay.*
- 13.05 *When a full pension is granted by WorkSafe B.C., the employee will be terminated effective the commencement date of the pension.*
- 13.06 *In the event of termination, all benefits will cease, notwithstanding Clause 13.03(.11).*
- 13.07 *Subject to Clause 13.05 and 13.06, every employee who is absent from his duties due to compensable injuries or sickness received while on duty shall, receive from the City his full salary during such absence from duty, provided that all salary compensation to which he is entitled during this period (i.e. from WorkSafe B.C. or I.C.B.C.) is remitted to the City.*
- 13.08 *LONG TERM DISABILITY:*
- (.1) *The City agrees to administer a Long Term Disability Plan for eligible employees.*
- (.2) *All permanent full-time employees, upon completion of the probationary period, shall enrol in the Plan as a condition of employment. All regular full-time employees shall enrol in the Plan as a condition of continued employment. An eligible employee, unless already covered by a wage replacement plan, shall participate in the Long Term Disability Plan.*
- (.3) *The City agrees to deduct the premium from the earnings of each enrolled employee, and forward the premiums and required reports once a month to the carrier of the Plan with a copy to the Union.*
- (.4) *An employee shall continue to be covered by the health and welfare benefits of this Agreement.*
- (.5) *An employee while receiving benefits of the Long Term Disability Plan, or an eligible employee waiting for benefits to commence, shall be considered to be on approved leave of absence until a Doctor certifies that they are able to return to work, or until the employee is unable to perform any work for the City (including through rehabilitation) as defined by the Long Term Disability Plan.*

- (.6) *Subject to approval of the Plan by the Provincial Secretary of the Province of British Columbia, the period of disability shall be considered as representing "service", pursuant to the provisions of the Pension (Municipal) Act, and shall therefore be approved for the purpose of providing a pension at maximum retirement age, without Superannuation contributions being made during such period of disability.*
- (.7) *An employee who has been granted Long Term Disability benefits, shall retain employee status.*

CLAUSE 14 – COMPASSIONATE LEAVE

14.01 *Compassionate Leave will be granted to permanent employees as follows:*

- (.1) *When death occurs to a member of the employee's immediate family.*
- (.2) *When in attendance at a funeral, four (4) duty shifts shall be granted with pay.*
- (.3) *Where the Collective Agreement refers to four (4) duty shifts, five (5) working days would apply in the case of a non-rotating shift position.*
- (.4) *When required to attend to the settlement of estates of the employee's immediate family, four (4) duty shifts shall be granted with pay.*
- (.5) *Upon application to, and upon receiving the permission of the Fire Chief, an employee may be granted leave of up to one-half day without loss of pay, in order to attend a funeral as a pallbearer, or a mourner.*
- (.6) *Two (2) shifts paternal leave shall be granted with pay for the birth or adoption of an employee's child.*
- (.7) *An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:*
 - (a) *the care, health or education of a child in the employee's care; or*
 - (b) *the care or health of any other member of the employee's immediate family.*

14.02 *Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, grandparents, grandchildren, mother-in-law, father-in-law, legal guardian, and spouses' brothers, sisters and grandparents.*

14.03 *Compensable hours under the terms of this section will be counted as hours worked for the purpose of computing vacation pay, but no other purposes.*

14.04 LEAVE OF ABSENCE:

- (.1) *Leave of Absence without pay may be granted, subject to the approval of the Fire Chief, and during such leave, seniority will continue to accumulate, and rank or any advanced position will be protected by virtue of seniority.*

CLAUSE 15 – REMUNERATION

15.01 *For the life of this Agreement, the City will pay the following rates:*

- (.1) *For "Salaried" Employees - See Appendix "A".*

15.02 SHIFT DIFFERENTIAL:

- (.1) *It is agreed that on a regular shift where no lieutenant position exists and where a fire fighter is "assigned" on a regular basis, (One month to Twelve months) to be in charge of that shift, whether alone or in charge of the Fire Hall, they shall receive an additional seventy five (\$75.00) dollars per month as Senior Fire Fighter "In Charge" pay.*
- (.2) *It is also agreed that when a fire fighter is "assigned" to fill in for Lieutenant for more than one month, that fire fighter will receive the full wages of a Lieutenant.*
- (.3) *It is further agreed that employees who are required to work night shift will be paid an additional thirty-five (\$0.35) cents per hour for all hours worked between 6:00 P.M. and 8:00 A.M.*

15.03 *Wages for a new job classification will be negotiated prior to the new job being introduced. Where the Union and the City cannot reach agreement on a rate for the new job, the dispute will be subject to Arbitration, pursuant to Clause 17.*

15.04 COURT APPEARANCES:

- (.1) *An employee will be paid the difference between his normal earnings and the payment he receives for Jury Duty or Court Witness, excluding payment for traveling expenses, hotel accommodation, and meals.*
- (.2) *If an employee, as a result of their employment is subpoenaed as a witness for the City, is representing the City or required to appear in court, or other similar judicial or quasi-judicial proceedings, on their day off, they shall be granted lieu time at time-and-one-half.*

CLAUSE 16 – PAYMENT SCHEDULE

16.01 *Employees will be paid on every other Friday.*

(.1) *Bi-weekly calculations for all employees shall be computed as follows:*

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

16.02 *Employee's cheques will be available no later than 4:30 p.m. on the above-mentioned days at the general office.*

16.03 *Employees will be paid in full, all wages due up to the Friday midnight of the week preceding the pay date, less any authorized statutory deductions.*

16.04 *Employees terminating will be paid, wherever possible, on the day of such termination, or arrangements will be made for the pay cheque to be available the following day.*

CLAUSE 17 – GRIEVANCE PROCEDURE

17.01 *Grievance means any difference which arises out of the interpretation, application, operation, or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee, and including any question or difference as to whether any matter is arbitrable, such question or difference will be finally and conclusively settled without stoppage of work, in the manner herein contained.*

17.02 **EMPLOYEE GRIEVANCES:**

(.1) *The employee(s) will, with the Union Representative in attendance, seek settlement of the matter with the Fire Chief of the employee(s) involved.*

(.2) *If satisfactory settlement is not reached with the Fire Chief (or his authorised representative) within five (5) days, then the dispute will be submitted in writing to the Chief Administrative Officer (CAO) of the City (with a copy to the Fire Chief), who will meet with the employee(s), the Union representative, and the Fire Chief (or his authorised representative) of the employee(s), with a view to resolving the dispute.*

(.3) *If the satisfactory settlement is not reached with the Chief Administrative Officer (CAO) within ten (10) days after the matter is submitted, the Union may refer the matter to a Board of Arbitration, as hereinafter defined.*

(.4) *The Union may process a general grievance through the various stages of the Grievance Procedure with, or without, the employee in attendance.*

17.03 MANAGEMENT GRIEVANCES:

- (.1) *The City, through its representative, may submit the matter in writing to the Union and seek settlement of the dispute.*
- (.2) *If a satisfactory settlement is not reached within fifteen (15) days after the matter is submitted for settlement, the City may refer the matter to a Board of Arbitration as hereinafter defined.*

17.04 BOARD OF ARBITRATION:

- (.1) *A Board of Arbitration will consist of three (3) persons, one (1) of them to be chosen by each party, and the third (3rd) who will be the Chairman will be selected by the parties' nominees. The representatives of the parties concerned must meet within seven (7) days of their appointment, and will confer to select a Chairman. If within five (5) days they are unable to agree upon a person willing to act, then either of them may apply to the Minister of Labour for the Province of British Columbia to appoint a Chairman.*
- (.2) *The Arbitration Board will hear the parties, settle the terms of question to be arbitrated, and make its award within five (5) days of appointment of the Chairman, except when the time is extended by agreement of the parties.*
- (.3) *The Board will deliver its award in writing to each of the parties, and the award of the majority of the Board will be final and binding to the parties, and will be carried out forthwith.*
- (.4) *Arbitration costs will be apportioned in accordance with the provisions of Section 99 of the Labour Code of British Columbia.*

CLAUSE 18 – TERMINATION, DISCIPLINE AND LAY OFF

18.01 TERMINATION:

An employee may be terminated for the following:

- (.1) *Just cause, with a copy of the notice of termination forwarded to the Secretary of the Union;*
- (.2) *Absence without authorization for more than two (2) consecutive working shifts, unless justified to the satisfaction of the City. In this case, termination shall be effective at the end of the second (2nd) shift.*

18.02 DISCIPLINE:

When the City deems it necessary to discipline an employee, in a manner indicating that dismissal may follow further infractions or may follow if such employee fails to bring his work up to a required standard by a given date, the City shall give written notice of such discipline to the employee with a copy to the Secretary of the Union.

18.03 ADVERSE REPORTS:

The record of an employee shall not be used against them at any time when eighteen (18) months have elapsed since the issuance of a letter of reprimand, provided there has been no recurrence of a similar and/or other infraction.

18.04 RIGHT TO ASSISTANCE FROM IAFF/BCPFFA REPRESENTATIVES:

An employee shall have the right to have Union representation present at any investigative discussion with the Fire Chief or his designate that the employee genuinely believes might be the basis of disciplinary action. Where the employer intends to interview an employee for disciplinary purposes, the employer shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his representative to be present at the interview.

A steward or local union officer shall have the right to consult with an IAFF/BCPFFA staff representative or designate and to have him/her present at any discussion with the employer which might be the basis of disciplinary action.

18.05 LAY-OFF:

Pursuant to Clause 2, lay off will be governed by the following guidelines:

- (.1) Lay off will be according to the reverse order of seniority.*
- (.2) Recall will be according to seniority.*
- (.3) Recall notices will be issued by double registered letter, and will be mailed to the last address given by the employee.*
- (.4) An employee who has been recalled, must notify the City of his intention to return to work within five (5) calendar days from the time the recall has been received.*
- (.5) An employee must report to work within thirty (30) calendar days from the date of his acceptance of recall.*
- (.6) An employee that does not answer a recall notice in accordance with 18.02(.4) and (.5), will be deemed for all purposes to be self-terminated.*

CLAUSE 19 – SEVERANCE PAY OPTION

19.01 A regular employee who is laid off, is entitled to choose severance pay at any time within thirty (30) calendar days from the effective date of lay off. Upon acceptance of severance pay, all rights under this Agreement are terminated. An employee on lay off and not recalled before loss of recall rights, shall automatically be paid severance pay within one (1) week of loss of recall rights.

- (.1) *Less than three (3) years' service at the time of lay off: one week's current pay for each year of service, or major part thereof;*
- (.2) *Three (3) or more continuous years' service at the time of lay off: for the first year of service, three (3) weeks' current pay; for the second year of service, three (3) weeks' current pay; for each year thereafter, one-half (1/2) month's current pay.*
- (.3) *Severance pay is limited to six (6) months' current pay.*

CLAUSE 20 – CLOTHING

20.01 *Approved clothing will be granted to each permanent employee according to the following scale:*

(.1) *Issue (personal):*

- | | |
|----------------------------|----------------------|
| ➤ <i>Uniform Boot</i> | <i>One (1) pair</i> |
| ➤ <i>Coveralls</i> | <i>Two (2) pairs</i> |
| ➤ <i>Uniform Trousers</i> | <i>Two (2) pairs</i> |
| ➤ <i>Uniform Tunic</i> | <i>One (1)</i> |
| ➤ <i>Fleece</i> | <i>One (1)</i> |
| ➤ <i>Uniform Shirts</i> | <i>Five (5)</i> |
| ➤ <i>Uniform Cap</i> | <i>One (1)</i> |
| ➤ <i>Uniform Ties</i> | <i>Three (3)</i> |
| ➤ <i>T-Shirt</i> | <i>One (1)</i> |
| ➤ <i>Long-Sleeve Shirt</i> | <i>One (1)</i> |

(.2) *Turn-out issue at a standard approved by WorkSafe B.C., or at a standard approved by recognized approving agencies, will be provided by the City on a loan basis according to the following scale:*

- | | |
|--------------------------|---------------------|
| ➤ <i>Helmet</i> | <i>One (1)</i> |
| ➤ <i>Duty Coat</i> | <i>One (1)</i> |
| ➤ <i>Turnout Pants</i> | <i>One (1)</i> |
| ➤ <i>Firemen's Boots</i> | <i>One (1) pair</i> |
| ➤ <i>Flash Hood</i> | <i>One (1)</i> |
| ➤ <i>Gloves</i> | <i>One (1) pair</i> |

(.3) *Shoulder flashes, cap badges, service bars, and epaulettes, will be provided by the City.*

20.02 *All clothing provided pursuant to Clause 20.01, will be replaced by the City as necessary. The Fire Chief will determine what clothing will be replaced.*

20.03 A clothing allowance of twenty (\$20.00) dollars per month will be paid to each employee for the purpose of maintaining clothing issued pursuant to Clause 20.01(.1) in clean and serviceable condition.

20.04 Clothing Return:

- (.1) In the event of termination, replacement clothing provided pursuant to Clause 20.01 will be returned to the City in a clean and serviceable condition, allowing for normal wear and tear, with the following exceptions:
 - Boots (personal issue)
 - Cap (personal issue)
 - Shirts (personal issue)
- (.2) All identifying markings of the Terrace Fire Department will be removed and returned to the City.
- (.3) Failure to comply with Clause 20.04(.1) and (.2) will result in the City deducting the value of the clothing from any money owing the employee.

CLAUSE 21 – VACANCIES

21.01 Notices of all new positions and vacancies, covered by this Agreement, not filled by promotion from within, will be posted on the employee notice board for five (5) days before an appointment is made.

21.02 Only employees with permanent status will be considered for “promotion from within”.

CLAUSE 22 – UNION DUTY

22.01 Union representatives will obtain permission from the Fire Chief, or in his absence, the Chief Administrative Officer (CAO) to be absent as hereinafter mentioned, and will suffer no loss of pay under the following circumstances:

- (.1) Up to three (3) representatives for the purposes of collective bargaining.
- (.2) For the purposes of grievance procedures pursuant to Clause 17.
- (.3) Two (2) representatives to participate on a Labour Management Committee.
- (.4) Two (2) representatives to participate on an Occupational Health and Safety Committee.

22.02 Under no circumstances will overtime be paid for, or accumulated, as a result of absences pursuant to the provisions of the preceding clause. Payment for approved absences will be paid for at the representative's basic hourly rate at the time of such absence.

CLAUSE 23 – TERMS OF AGREEMENT

23.01 This Agreement shall take effect January 1, 2007 and shall remain in effect until December 31, 2010, and thereafter, from year to year, unless written notice of intent to terminate or amend the Agreement is given, by either party to the other party, in accordance with the provisions of the Labour Code of British Columbia.

(.1) If negotiations extend beyond the anniversary date of the Collective Agreement, both parties shall adhere fully to the provisions of this Agreement during the Collective Bargaining process.

23.02 The Labour Management will consist of two (2) members of management, and two (2) members of the I.A.F.F. Local 2685, and will function within the limitations of the terms of reference mutually agreed upon.

23.03 Negotiations pursuant to Clause 15.03, for the purposes of establishing wage rates for new job classifications during the life of this Agreement will not require the opening of this contract.

23.04 With the exception of Appendix "A", any changes deemed necessary in this Agreement may be made by mutual consent at any time during the term of this Agreement. Such changes will be made in the form of a "Memorandum of Agreement" attached to this Agreement.

23.05 The City agrees where any proposal is being considered to add to the existing functions of the Terrace Fire Department, such will be communicated to the Union, with the intent of discussing and mutually agreeing upon the method and work tasks involved.

23.06 Mutual agreement as provided in Clause 23.05 shall not require the re-opening of the contract, but shall be effective by Memorandum of Agreement.

23.07 Members of the Terrace Fire Department will not be gainfully employed by any other employer, other than the City, where there is a conflict of official duties, or where such other employment does impair efficiency in the performance of the employee's duties with the City.

CLAUSE 24 – STANDBY PROVISION

24.01 *Those Officers, or other members, who are requested by the Fire Chief to be on standby while on their regular days off, shall be entitled to three (3) hours pay at Basic Hourly Rate for each standby period or shift. Standby falling on statutory holidays will be paid at double time.*

(.1) *No overtime will be claimed when called out while on standby.*

CLAUSE 25 – GENERAL PURPOSES AND CONDITIONS

25.01 *The parties mutually agree that all matters of precedent 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.*

CLAUSE 26 – WORK COVERAGE

26.01 *Except in cases of declared emergencies, no employee covered by this Agreement shall be required to perform any work or duty not in any way connected with:*

(.1) *Fire prevention and suppression;*

(.2) *Fire suppression duties identified in mutual aid agreements.*

(.3) *The provision of rescue and Hazmat services;*

(.4) *The routine housekeeping maintenance of apparatus, equipment, and real property relating to (.1) and (.2) above, and the daily routine as approved by the Fire Chief;*

(a) *Real property shall mean to include fire trucks and associated equipment, fire hall and associated equipment, municipal (fire hall) building and Fire Hydrant flow Testing.*

(.5) *The periodic painting of the interior of the fire hall;*

(.6) *The provision of dispatch services;*

26.02 *Work normally performed by members covered by this Agreement shall not be performed by any other person excluded from the Bargaining Unit, except in the case of declared emergency, or for the purpose of giving or imparting instructions or training, as per past practice.*

26.03 *Riots, Public Disturbances, Bomb Threats*

(.1) *Employees covered by this Agreement shall not be required to assist in the disbursement or control of a riot or public disturbance.*

- (.2) *Employees covered by this Agreement shall not be required to assist in the search during bomb threats or scares.*

26.04 *Before any existing bargaining unit work is contracted out, the City shall consult with the Union within a reasonable period of time in advance of the work to occur, and will give consideration to alternatives the union may propose.*

CLAUSE 27 – TECHNOLOGICAL CHANGE

27.01 *The Union agrees that the employer has the right to study or introduce new or improved methods of facilities.*

27.02 *Not less than three (3) months prior to the introduction or implementation of substantial technological change affecting employees, the City shall, by written notice, furnish the Union with all the information in its possession of the planned change or changes. Such notice shall contain the information known to the City respecting:*

- (.1) *The nature and degree of change;*
(.2) *The date, or dates, on which the City plans to effect the change;*
(.3) *The location, or locations, involved; and*
(.4) *The effects of the change, or changes, on each classification of employee.*

27.03 *The introduction of any technological change will only be made after the Union and the City have met to discuss and resolve any issue which may concern the employment status of any employee.*

27.04 *In the event that the City should introduce technological changes which require new, or greater, skills than are possessed by the employees under the present method of operation, such employees shall, at the expense of the City, be given a period of time to be mutually agreed between the City and the Union, during which they may perfect, or acquire the skills necessitated by that change. There shall be no reduction in wage or salary rates during the training period of any such employee, and no reduction in pay upon being reclassified in the new position requiring the use of the new skills.*

27.05 *The words “technological change” in this Clause mean a change in the manner in which the City carried on its work and undertaking that is directly related to the introduction of equipment or material.*

CLAUSE 28 – MANNING

28.01 Manning

- (.1) The City recognizes that where current manpower levels, shift schedules and budget funding allow, consideration will be given to have two (2) full time fire fighters, excluding the Fire Chief or Officer in Charge, on duty at the fire hall.*
- (.2) The City further recognizes that where current manpower levels, shift schedules and budget funding allow, consideration will be given to have two (2) full time on duty fire fighters respond to all general alarms on the first out vehicles.*

CLAUSE 29 – MATERNITY/PARENTAL LEAVE

29.01 MATERNITY LEAVE – An employee shall have the right, upon written request, to a leave of absence for pregnancy on the following basis:

- (.1) An employee shall be granted unpaid leave to a maximum of six (6) months at the employee's option. The employee shall notify the City at least two (2) weeks prior to returning to the job. Upon reinstatement, the employee shall be credited with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken. Seniority shall continue to accumulate during this leave. The City shall continue to provide coverage and pay all premiums for all the employee benefits and pension plan while on maternity leave. This shall be extended if requested by a medical practitioner.*
- (.2) If during the maternity leave or prior to taking the leave, an employee indicates in writing that a longer period of leave is required than allowed above, then upon conclusion of the maternity leave, the employee shall be considered on leave of absence for up to an additional one (1) year. The City shall continue to provide coverage for all employee benefit plans, provided the employee pays the premium. Seniority does not accumulate during this period of leave. The employee shall notify the City at least four (4) weeks prior to wishing to return to work. The City shall notify the employee as soon as there is a job vacancy for which the employee is qualified and the employee shall not unreasonably refuse the job.*
- (.3) Where an employee gives birth or the pregnancy is terminated before a request for leave is made, the City shall on the written request of the employee and on receipt of a certificate of a medical practitioner, grant the employee maternity leave.*
- (.4) Where a male employee qualifies for benefits under the Unemployment Insurance Act (spousal maternity benefits), the provisions of this Article shall, upon request, be granted to him.*

- (.5) *A pregnant employee shall have the option to refuse or to continue to operate a VDT. If reassignment is not possible, an employee shall be considered to be on leave of absence without pay until they qualify for maternity leave. An employee shall apply for maternity leave at the same time as leave of absence commences. Health and welfare benefits shall be continued in effect.*

An employee who is temporarily reassigned to a position with a lower rate of pay shall be paid the lower rate.

29.02 PARENTAL LEAVE – *An employee, upon written request, shall be entitled to a parental leave of absence from work, without pay and without loss of benefits.*

- (.1) *The employee is entitled to parental leave for a period of twelve (12) consecutive weeks or a shorter period the employee requests, commencing:*
- (a) *in the case of a natural mother, immediately following the end of the maternity leave taken under Section 14 unless the City and the employee agree otherwise.*
 - (b) *in the case of the natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the new born child, and*
 - (c) *in the case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.*
- (.2)
- (a) *if the new born child or adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the mother or father, and*
 - (b) *it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under Subsection (.1).*

APPENDIX "A"

SALARIED EMPLOYEES BASIC MONTHLY RATES

Firefighters	%	Apr. 1/06	2007	2008	2009	2010
1st 6 Months	70	\$3,863.48	\$	\$	\$	\$
2nd 6 Months	75	\$4,139.44	\$	\$	\$	\$
2nd Year	80	\$4,415.40	\$	\$	\$	\$
3rd Year	90	\$4,967.33	\$	\$	\$	\$
4th Year	100	\$5,519.25	\$	\$	\$	\$
10th Year	102	\$5,629.64	\$	\$	\$	\$
Lieutenant*	112	\$6,305.19	\$	\$	\$	\$
Clerk/Dispatcher**	%	Hourly				
1st 6 Months	80	\$24.26	\$	\$	\$	\$
2nd 6 Months	82.5	\$25.02	\$	\$	\$	\$
2nd Year	85	\$25.78	\$	\$	\$	\$

*Lieutenant rate (112%) based on 10th year Firefighter rate.

**Clerk/Dispatcher rate based on 4th year Firefighter hourly rate.

For the life of this new agreement, maintain basic monthly rate at 99% of City of Vancouver Fire Department's rate for 4th year Firefighter. All other categories are indexed off 4th year rate.

APPENDIX "B"

AUTHORIZATION OF CHECK OFF

INITIATION FEE AND MONTHLY UNION DUES

DATE:

I, _____, being an employee of the City of Terrace and a member of Local 2685, I.A.F.F., being the Terrace Firefighter's Association, effective immediately and until this authority is revoked by me in writing, **HEREBY AUTHORIZE** you to deduct from my wages and pay to the said Union, fees and dues in the amounts following:

Initiation Fee

Dues per Month

I **FURTHER AUTHORIZE** you to deduct from my wages and pay to the said Union such further or increased fee and dues as may be agreed upon from time to time at any regularly constituted meeting of the said Union and notified to you in writing by the Secretary.

Witness

Signature

APPENDIX "C"

BINDING ON SUCCESSORS CLAUSE

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto.

SIGNATURE PAGE

In witness thereof, the City and the Union, by their authorised representative, have affixed their signatures hereto on the _____ day of January, 2008.

THE CITY OF TERRACE

**TERRACE FIREFIGHTER'S ASSOC.
LOCAL 2685, I.A.F.F.**

MAYOR

PRESIDENT

CHIEF ADMINISTRATIVE OFFICER

SECRETARY

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF TERRACE

AND

TERRACE FIREFIGHTERS’ ASSOCIATION, LOCAL 2685

The City of Terrace and the Terrace Firefighters’ Association, Local 2685, agree to the following:

RE: MEDICAL EXAMINATIONS/PHYSICAL TESTING

1. Local 2685 and the City agree that, a physical and medical standards program will be developed and agreed upon by both the City and Local 2685.
2. Once agreed upon, Local 2685 and the City agree that:
 - a) Each employee shall meet the physical fitness standard, which will ensure the employee is capable of fulfilling the duties of a Firefighter or Lieutenant.
 - b) The physical fitness & medical standards program shall reflect the normal duties performed by a Firefighter.
 - c) Local 2685 and the City agree that each employee must have a medical examination which certifies the employee capable of fulfilling the duties of a Firefighter or Lieutenant.
 - d) The frequency of the medical exam shall be determined by the committee.
 - e) Such medical examination costs shall be paid by the City.

Signed this _____ day of _____, 2008.

FOR THE CITY:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF TERRACE

AND

TERRACE FIREFIGHTERS' ASSOCIATION, LOCAL 2685

RE: EARLY RETIREMENT INCENTIVE

1. *Where a Firefighter applies for early retirement, the City will provide one (1) months basic salary at the Firefighter's (and other than Firefighter's) current rate classification for each full year of early retirement, up to a maximum of (7) years.*
2. *The Fire Chief holds final approval on such requests and would only be granted when there is an operational and cost savings to the City.*
3. *Employees wishing to participate in the program shall make their request, in writing, to the Fire Chief, no less than six (6) months prior to retirement. In order that the employee can begin planning their retirement affairs, the Fire Chief will advise the employee, within one (1) month of the application, whether the Early Retirement Incentive application has been approved.*
4. *The City and the employee will work together, in order that the Early Retirement Incentive is paid to the employee in the most tax effective method available.*

Signed this _____ day of _____, 2008.

FOR THE CITY:

FOR THE UNION:

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF TERRACE

AND

TERRACE FIREFIGHTERS’ ASSOCIATION, LOCAL 2685

RE: JOINT UNION-EMPLOYER FITNESS/ WELLNESS COMMITTEE

The City of Terrace and the Terrace Firefighters’ Association, Local 2685 agree to the following:

Effective January 1, 2008:

- 1. The Employer and the Union agree to constitute a joint Employer/Union committee (hereafter called “the Committee”) comprised of up to two (2) representatives appointed by the Employer and up to two (2) representatives appointed by the Union.*
- 2. The purpose of the Committee shall be to engage into discussions related to the development of a Fitness/Wellness Program. The topics shall include the topics of Wellness and Fitness.*
- 3. Where a recommendation is approved and ratified by the principals of both parties, such a recommendation of the Committee shall be implemented prior to the next round of collective bargaining.*
- 4. The Committee shall conclude its work no later than 2008, December 31, at which time the Committee shall cease to exist.*

Signed this _____ day of _____, 2008.

FOR THE CITY:

FOR THE UNION:
