



AGREEMENT

BETWEEN

CITY OF ST. JOHN'S

and

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
Local 1075**

Effective

January 1, 2004 to December 31, 2006

THIS AGREEMENT

made this _____ Anno Domini, Two Thousand

BETWEEN:

THE CITY OF ST. JOHN'S, NEWFOUNDLAND (hereinafter referred to as the "City");

AND

**THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL 1075** (hereinafter referred to as the "Association")

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees, and the Association, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.02 Notwithstanding anything contained in this Agreement, an employee may present a complaint to the Chief Commissioner, subject to receiving permission to do so from the Director and/or a designate named by the Chief Commissioner.
- 1.03 No employee(s) within the Bargaining Unit shall be required or permitted to make a written or verbal agreement with the employer or its representative which may conflict with the terms of the Collective Agreement.

ARTICLE 2 - DEFINITIONS

- 2.01 In this Agreement:
- (a) “Callback” means an employee called back to work **afters/he has left his/her place of work.**
 - (b) “Classification seniority” means the length of time served in a classification included in the bargaining unit.
 - (c) “Employee” means any person employed within the bargaining unit as defined in Clause 3.01 of this Agreement.
 - (d) “Employer” means the City of St. John's, its successor, or its designated representative.
 - (e) “Overtime” means work performed by an employee, at the request of the Officer-in-Charge, which results in the employee working in excess of the scheduled work day or work week.
 - (f) “Chief Commissioner” means the Chief Commissioner appointed under the City of St. John's Act or any official appointed to act on his/her behalf.
 - (g) “Seniority” means the length of time employed in the St. John's Regional Fire Department.
 - (h) “Working day” means a day upon which an employee is **scheduled** to be actually at his/her place of work.

- (i) “Special Assignment” means the assignment of a member of the Bargaining Unit to carry out duties not normally performed by a classification covered by this Collective Agreement.
- (j) “Director” means the Director of Regional Fire Services (Fire Chief), appointed as the chief administrative and operational officer of the St. John’s Regional Fire Department.
- (k) “Emergency Callback” means callback of additional staff from off-duty status, at the discretion of the Director or Deputy Chief on-call, to replenish and/or add staff during a fire, natural disaster or other unanticipated emergencies.**
- (l) “Scheduled Overtime” means an employee scheduled to work before s/he has left his/her place of work in accordance with Article 10.05.**
- (m) “Temporary Firefighter” means a permanent employee, subject to lay-off status and subject to recall. Temporary Firefighters shall not be entitled to Group Insurance benefits.**
- (n) “Relief Dispatcher” means a casual employee replacing regular permanent dispatchers when absent from work. Relief Dispatchers shall not be entitled to Group Insurance benefits and terms and conditions of employment are outlined in Article 40.**

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Association as sole and exclusive bargaining agent for all classes of employees identified in Schedule "A".

Schedule A

Assistant Fire Equipment Technician
 Assistant Training Officer
 Civilian Dispatcher
 Communications Officer (until December 31, 2006)
 Communications Supervisor (starting January 1, 2007)
 Fire Captain
 Fire Equipment Technician
 Fire Inspector
 Fire Lieutenant
 Fire Prevention Officer
 Firefighter
 Relief Civilian Dispatcher

Senior Fire Inspector
Temporary Firefighter
Training Officer

- 3.02 No work ordinarily assigned to the classification included in Schedule "A" will be transferred or contracted out to any other authority until the authority to whom it is proposed to transfer or contract out has agreed in writing with the Association to be bound by the provisions of this Agreement.
- 3.03 Should a new classification be created or developed in the St. John's Regional Fire Department, the Employer agrees to consult with the Association as to whether the new classification should be included in the Bargaining Unit. Should the parties be unable to agree as to whether the new classification should be included in the Bargaining Unit, the matter shall be referred to the Arbitration Board set up in accordance with the relevant provisions of Article 8 for decision. If it is agreed or should the Arbitration Board decide that a new classification is within the Bargaining Unit, then the rate of pay for the classification shall be negotiated by and between the Employer and the Association.

ARTICLE 4 - NO DISCRIMINATION OR HARASSMENT

- 4.01 The Employer shall not discriminate against employees with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital status, political or religious affiliation, national origin or by reason of membership or activity in the Association.
- 4.02 The Association agrees that there will be no intimidation, interference, restriction, or coercion exercised or practiced with respect to any employee by any of its members or representatives.
- 4.03 Both the City and the Association consider sexual harassment as defined in Provincial Legislation and personal harassment as defined herein to be reprehensible and are committed to maintaining an environment where such harassment does not exist.

To this end, the Association and the City recognize the right of employees to work in an environment which is free from harassment. The parties undertake to investigate alleged occurrences with all possible dispatch. If harassment has taken place, the City shall take appropriate action and shall ensure that the harassment ceases. The victim shall be afforded all reasonable protection from repercussions which might result from his/her complaint.

A grievance under this clause shall be filed with the Chief Commissioner at Step 3 within twenty (20) working days of the incident giving rise to the grievance.

An individual is free to file a complaint in any forum and may do so however, an individual who

wishes to file and process a grievance on any allegation of harassment must do so before actively proceeding with a complaint in any other forum.

In the event the parties are unable to resolve the matter, either party may refer the matter to arbitration in accordance with Article 8 and the parties shall make every reasonable effort to schedule a hearing within sixty (60) calendar days of the referral to arbitration.

- (a) Sexual harassment is comprised of unsolicited comments, gestures or physical contact of a sexual nature that the individual knows or ought reasonably to know to be unwelcome, objectionable, or offensive. Except in gross situations, where an individual takes exception to the actions, behavior or comments of another individual they should warn the other person that their behavior is unwanted and must cease.

Sexual harassment may involve favours or promises of favours with the threat of reprisal for refusing.

Sexual harassment can be expressed in a number of ways which may include:

- unnecessary touching or patting
- suggestive remarks, jokes or behavior
- demands for sexual favours
- physical assaults

- (b) For the purposes of this provision Personal Harassment is defined as repeated, persistent and intentional comments or actions designed to deliberately abuse or humiliate a person and which result in an intimidating or hostile working environment; it is understood that the work performance of employees who are subject to harassment may be adversely affected. Such alleged harassment will not include supervisor/employee performance assessment and appraisal or matters within the normal disciplinary processes of the City.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 All the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement, are recognized by the Association as being retained by the Employer. These rights include but are not limited to the following:

- (a) to maintain efficiency and to make, alter and enforce reasonable rules and regulations to be observed by employees, provided such rules and regulations are not contrary to the terms and conditions set forth in this Agreement;
- (b) to direct, hire, promote, demote, transfer and for just and reasonable cause suspend, discipline or dismiss employees;

- (c) to evaluate jobs, classify positions, establish qualification requirements of employees and specify the employees' duties; and
- (d) to manage and operate the service in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the services to be provided and performed; to schedule work; to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary by the Employer, provided that such regulations are not contrary to the terms and conditions set forth in this Agreement.

ARTICLE 6 - ASSOCIATION SECURITY

- 6.01 It shall be a condition of continued employment that all employees in positions within the Bargaining Unit, shall, within a thirty (30) day period, from the signing of this Agreement, become members of the Association and thereafter maintain membership in good standing, provided they continue to occupy a Bargaining Unit position.
- 6.02 All persons hired and/or employed shall become and remain members in good standing in the Association within a thirty (30) day period following date of employment as a condition of continued employment.
- 6.03 Subject to the requirements of the operation, the City shall make every reasonable effort to provide the Association with Office accommodation on the premises that is equal or superior to those already provided.
- 6.04 The City will copy the Recording Secretary of the Association on any standard operating procedures, internal notices or corporate policies adopted by the Employer which are normally posted on Departmental bulletin boards.
- 6:05 Subject to operational requirements, the President and Secretary of Local 1075 shall be assigned to the Station housing the Association's Office.**

ARTICLE 7 - CHECKOFF

- 7.01 The Employer will deduct from the wages of all employees within the Bargaining Unit who are members of the Association the amount of the membership dues and forward same monthly to the Association accompanied by a list of employees showing the contribution of each. The Association shall inform the Employer of the authorized deductions to be made in accordance with this Clause.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Where a difference arises between the Employer and any employee relating to the interpretation or application of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, or whenever such employee is suspended, dismissed or disciplined (except when such action is taken in accordance with the Regulations pursuant to the City of St. John's Act, or subsequent legislation), such difference, allegation, suspension, dismissal or disciplinary action being hereafter referred to as a "grievance", the procedure hereunder set forth shall be followed.

8.02 The Employer acknowledges the right of the Association to appoint, elect, or otherwise select a Grievance Committee to represent and act on behalf of employees as herein provided.

8.03 Step 1

An employee who desires to raise a grievance with the Employer may do so by approaching the Director or his/her designate alone or accompanied by a member of the grievance committee, or by having two (2) members of the grievance committee do so on his/her behalf. Such actions must be initiated within seven (7) calendar days of the occurrence of the incident giving rise to the grievance, or its discovery, and the Director or his/her designate shall give his/her answer to the employee concerned within seven (7) calendar days of the receipt of the matter in question.

Step 2

If the answer of the Director is not to the satisfaction of the employee, then the employee concerned may refer the matter to the Association through the grievance committee and such reference shall be in writing and within ten (10) days of the receipt of the Director's response. Upon receipt of such a grievance, the grievance committee may submit the matter to the Chief Commissioner within ten (10) days of receipt by the grievance committee. The Chief Commissioner shall within a further ten (10) days, hold a hearing into the grievance and shall provide a written response to the Association within ten (10) days of the hearing.

8.04 Should no satisfactory settlement be reached, then either party may refer the matter to arbitration by notifying the other party of its intention to do so in writing within ten (10) days of the Chief Commissioner's decision and such notice shall include the name of the party's nominee to serve on the arbitration.

8.05 The party receiving the notice referred to in 8.04 shall, within ten (10) days after receiving such notice, notify the other party in writing naming a person to serve as its nominee on the arbitration board.

- 8:06 The two (2) persons named to serve on the arbitration board shall, within ten (10) days after the notice referred to in Clause 8:05, select a third person to act as Chair of the Board.
- 8.07 If the party to whom notice was given fails to name an Arbitrator within a period of ten (10) days after receiving the notice or if the two Arbitrators named by the parties fail to agree upon the naming of the Chair within ten (10) days after the naming of the second Arbitrator, the Minister of Employment and Labour Relations shall, on the request of either party, name an Arbitrator on behalf of the party who failed to name an Arbitrator or shall name the Chair, as the case may be, and, if the case so required, the Minister of Employment and Labour Relations shall name the second Arbitrator and the Chair.
- 8.08 The arbitration board named under this provision shall hear relevant evidence adduced relating to the difference or allegation and argument there-on by the parties or counsel on behalf of either or both of them and make a decision on the difference or allegation and the decision shall be final and binding upon the parties and upon any person on whose behalf this Agreement was made. The decision of the majority of the members of an arbitration board named under this provision shall be the decision of the board and if there is no majority, the decision of the chair shall be the decision of the board.
- 8.09 The arbitration board named under this provision shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the provisions and terms of this Agreement. However, the arbitration board shall have the power to dispose of any discharge of discipline grievance by any arrangement which in its opinion it deems just and equitable.
- 8.10 Each party who is required to name a member to the arbitration board shall pay the remuneration and expenses of that member and the parties shall pay equally the remuneration and expenses of the chairperson.
- 8.11 Grievances shall state the Article of this Agreement allegedly violated.
- 8.12 The Employer or the Association may commence a grievance by giving notice in writing to the party against whom the grievance is made and the provisions of this Article shall apply to such grievance.
- 8.13 The Employer and the Association agree that the time limits specified in this Clause may be changed by agreement of the parties hereto.
- 8.14 Where a dispute arises involving an alleged violation of the general interpretation or application of this Agreement, such that a group of employees are affected, the Association may present a policy grievance. In such cases, the matter would be submitted in the first instance at Step 2 of the grievance procedure.

8.15 Notwithstanding any provision of this Agreement, the parties may mutually agree to the substitutions of a single Arbitrator for an arbitration board, in which event, the foregoing provisions of this Article shall apply equally to a single Arbitrator when reference is made to an arbitration board.

8.16 Preventative Mediation

Provided both parties mutually agree, a grievance which is scheduled for arbitration may be referred to grievance mediation (Department of Labour) for a further attempt at resolution.

ARTICLE 9 - HOURS OF WORK

9.01 Subject to such variations as are hereinafter set forth, the regular hours of work shall be:

(a) For **all suppression** employees working rotating shifts twenty-four (24) hours on duty, and seventy-two (72) hours off duty, so that the average weekly hours shall be forty-two (42).

(b) For full-time fire suppression personnel not working rotating shifts, the hours of work shall be Monday to Friday, eight (8) hours per day, including a one hour paid lunch break on premises.

(c) For full time employees not working rotating shifts, forty (40) hours per week and eight (8) hours per day. The daily work hours shall normally be 08:00 hrs - 16:30 hrs Monday to Friday. Included in the daily hours shall be a one half hour unpaid lunch period.

Personnel may work flex hours if mutually agreed to by the employee and the Employer. Any flex hour arrangement will not result in any overtime or extra cost to the Employer.

(d) For employees in the Communications Center, ten (10) hour day shifts and fourteen (14) hour night shifts in a manner prescribed in Schedule "C", so that the average weekly hours shall be forty-two (42).

9.02 All shifts for Firefighters shall normally begin and terminate at the hour of 0800 hours.

9.03 An employee on Annual Leave status and out of the jurisdiction of the St. John's Regional Fire Department who is specifically recalled to duty by the Director or in his/her absence the Deputy Chief, shall be reimbursed for reasonable expenses that s/he may incur by virtue of his/her recall, provided that the appropriate receipts are submitted.

ARTICLE 10 - OVERTIME

- 10.01 When an employee is required to work in excess of the normal hours of work as stated in Article 9, s/he shall be paid at straight time rates for the time so worked. All overtime shall be authorized and scheduled by the Director, or his/her designated representative.
- 10.02 The Employer will make every reasonable effort to pay any overtime earned during the month immediately following the month in which the overtime was worked.
- 10.03 An employee at his/her own request and with the express consent of the Director may take time off in lieu of overtime on an hour for an hour basis, **a minimum of four hours at any given time, at the rate of accrual.**
- 10.04 The Employer will make every effort to give non-rotating shift employees as much advance notice as possible of a requirement to work scheduled overtime.
- 10.05 The following policy will be used for employees required to appear in Court as a witness on job related matters:
- (i) remuneration will be granted only when that employee is stipulated by the Crown or when required by the St. John's Regional Fire Department.
 - (ii) there will be no remuneration granted to employees who attend Court during their on-shift.
 - (iii) remuneration will be paid as overtime at straight time rates.
 - (iv) there shall be a minimum of four (4) hours paid to the individual per day when required to attend.
 - (v) hours of compensation will be those hours the employee is required to be at the place of the hearing. There will be no compensation during the periods of adjournment.
- 10:06 (a) Time off in lieu of overtime may only be accumulated to a maximum of **one-hundred and twenty (120 hours)** at any time during the calendar year. **Payments for accrued hours may only be requested by and paid to the employee on the July 1st and December 1st pay period of that year.**
- (b) **For employees with more than 120 hours in their bank at the date of ratification of this agreement, there shall be no further accrual of time off in lieu of overtime until their banks fall below 120 hours at which point they will be capped at 120 hours. The timing of pay-outs in 10.06 (a) will apply to these employees.**
- 10:07 **Any payment of accrued overtime will be paid at the rate of pay in effect at the time the**

overtime was worked and all overtime must be paid prior to an employee receiving a promotion.

ARTICLE 11 - COMMON INTEREST

11.01 The Employer will discuss with the Labour Management Committee any plans to transfer responsibility for the St. John's Regional Fire Department to another authority.

ARTICLE 12 - CALLBACK

12.01 An employee who is called back to work after s/he has left his/her place of work shall be paid for a minimum of four (4) hours at straight time rates.

- (a) Prior to leaving work at the end of their shift, employees will advise the person designated by the Director if they wish to be called in to cover call-back requirements during their time off.**
- (b) Only those who have indicated their availability will be offered the extra hours. The call-in process otherwise will follow the procedure laid down in the Collective Agreement.**
- (c) If no current permanent employee is available and willing to accept the call-back the Director will utilize a Temporary Firefighter.**

12:02 (a) **Call-back shall be from the current full-time / permanent personnel, as per current practice (12:03).** For the purposes of this clause, the regular minimum full-time staff complement will be forty (40) Firefighting personnel per shift for a total of one hundred and sixty (160) and two (2) Civilian Dispatcher for a total of eight (8).

- (i) In addition to these numbers, there shall be four (4) permanent Firefighting personnel on a day shift from Monday to Friday.
- (b) The level of full time employees as defined in Clause 12:02 (a) shall apply to the current configuration of stations and equipment. If, as a result of budgetary requirements, the current configuration is decreased, the Employer agrees to endeavor to minimize the effects of the decrease on employees. These endeavors will include transfers, retraining, or reassignment within the municipal operations, of those employees directly affected by the particular decrease in configuration.

12.03 Call-back shall be from a three division roster list with established Departmental procedures; one for Captains; one for Lieutenants; and one for Firefighters. The normal

procedure for call-back shall be to call a Captain to fill a requirement for a Captain; a Lieutenant to fill a requirement for a Lieutenant; a Firefighter to fill a requirement for a Firefighter, etc. Call-back commences at the time of arrival to the designated station and may be contiguous to the work schedule.

12:04 In the case of Fire Prevention, Communications, Training and various specialty teams within the Department (e.g. High Angle, Hazardous Materials, Confined Space, Helicopter Rescue, etc) the overtime and call-back shall be from among the specialists.

An employee called on emergency call back will be paid at double time rates.

12:05 The Employer shall establish an eligibility list of Temporary Firefighters for call-in purposes.

- (a) Persons will initially appear on their list in the calendar order of their first placement there.
- (b) Should two persons be placed on the list on the same day, their initial relative positions on the new list will be drawn out of a hat.
- (c) Temporary assignments shall be given to persons on the list in the order that they are listed.
- (d) Temporary employees shall be available for and shall accept temporary assignments. At the Director's discretion, such employees may be excused from temporary assignments provided such refusal is based on medically certified illness or bereavement of a relation as defined in Article 25.
- (e) In the case of an unexcused refusal or an instance where the individual cannot be contacted for a temporary assignment, the individual will be permanently removed from their position on the list and placed at the bottom of the list.
- (f) Where the number of temporary employees at work is reduced, it shall be done by releasing the person who is closest to the bottom of the eligibility list, then the next lowest, and so on until only the required number are still at work.

ARTICLE 13 - SICK LEAVE

13.01 (a) Subject to 13.09, employees working rotation shifts shall earn sick leave at the rate of **eighteen (18) hours** for each completed month of service to a maximum of **four thousand three hundred and twenty (4320) hours**. Accumulated sick leave prior to the

signing of this agreement shall be retained.

- (b) Subject to 13.09, employees working non-rotating shifts shall earn sick leave at the rate of **sixteen (16) hours** for each completed month of service for a maximum of **three thousand eight hundred and forty (3840) hours**. Accumulated sick leave prior to the signing of this agreement shall be retained.
- (c) **Subject to 13:09, employees in the Communication Center shall earn sick leave at the rate of eighteen (18) hours for each completed month of service to a maximum of four thousand three hundred and twenty (4320) hours.**

- 13.02 (a) An employee working rotating shifts shall be deducted **twenty four (24) hours** of sick leave for each twenty-four (24) hour shift s/he is prevented from coming to work because of illness or non-work related accident. Where an employee has performed part of a twenty-four (24) hour shift and has to leave work during the shift because of illness, **s/he shall be deducted sick leave from the time s/he leaves to the end of the shift.**
- (b) An employee working non-rotating shifts shall have **eight (8) hours** sick leave deducted from his/her accumulated sick leave for each working day's absence due to illness or non-work related accident. **Where an employee has performed part of a their shift and has to leave work during the shift because of illness, s/he shall be deducted sick leave from the time s/he leaves to the end of the shift.**
- (c) Subject to Article 14, Injury on Duty, time off from duty because of an accident occurring during the course of duty shall not be deducted from accumulated sick leave.
- (d) **Dispatchers shall be deducted ten (10) hours for each ten (10) hour shift and fourteen (14) hours for each fourteen (14) hour shift that s/he is prevented from coming to work because of illness or non-work related accident. Where an employee has performed part of a their shift and has to leave work during the shift because of illness, s/he shall be deducted sick leave from the time s/he leaves to the end of the shift.**

13.04 Subject to Clauses 13.01 and 13.07, an employee who has had less than twelve (12) months of service may be awarded sick leave with full pay as follows:

a probationary employee may, at any time during the first twelve (12) months of service, be awarded working days of sick leave on full pay not exceeding **two hundred and sixteen (216) hours** less any sick leave previously awarded to him.

13.05 Subject to Clause 13.07, when an employee has reached the maximum of the sick leave which may

be awarded him/her in accordance with this Article, s/he shall, if s/he is still unfit to return to duty, proceed on annual leave (including current, accumulated and accrued leave) if s/he is eligible to receive such leave, or if not, on special leave without pay.

13.06 Where, in the opinion of the Director, it is unlikely that an employee will be able to return to duty after the expiration of his/her accumulated sick leave, s/he may be required by the Director to undergo a medical examination. If it appears from such examination that it is unlikely that the employee will be able to return to duty, then the employee may be retired when his/her accumulated sick leave has expired or at retirement age, whichever occurs first, and paid such pension award as s/he may be eligible to receive.

13.07 (a) Rotating Shift Employees

- (i) In the case of suspected abuse, shown by an established pattern of sickness, the Director may require an employee to submit a medical certificate during any period that an employee is on sick leave. **An employee shall be entitled to two (2) separate sick days that shall not require medical certification in any one calendar year. Employees will require medical certification for all other absences.**

Non-Rotating Shift Employees

- (ii) In the case of suspected abuse shown by an established pattern of sickness, the Director may require an employee to submit a medical certificate during any period that an employee is on sick leave. **An employee shall be entitled to four (4) separate sick days that shall not require medical certification in any one calendar year. Employees will require medical certification for all other absences.**
- (b) The Director may at any time refer an employee to a specific medical doctor for confirmation of a medical certificate. The medical doctor to whom the referral is made will consult with the employee's physician.

13.08 Periods of special leave without pay in excess of twenty (20) working days in the aggregate in any year shall not be reckoned for sick leave purposes and the employee's record of service shall be noted accordingly.

13.09 Should an investigation prove abuse of sick leave privileges, discipline shall be as follows:

- (i) For Rotating Shifts:

First Case - one (1) working day suspension without pay;

Second Case - three (3) working days suspension without pay;

Third Case - Director's discretion

(ii) For Non-Rotating Shifts:

First Case - three (3) working days suspension without pay;

Second Case - ten (10) working days suspension without pay;

Third Case - Director's discretion.

13.10 (a) Rotating shift employees reporting sick must advise the Officer in Charge at Central Station **one (1) hour before their scheduled starting shift** that they are unable to report for scheduled duty. Failure to report may result in disciplinary action. **Rotating shift employees are responsible to report for each subsequent working day s/he will be sick unless a medical note has been provided and approved, prior to sick leave being taken.**

(b) For day shift employees, they must notify **Officer in Charge at Central Station** no later than one (1) hour before their scheduled starting time that they are sick and unable to report for duty. Failure to report may result in disciplinary action. **Day shift employees are responsible to report for each subsequent working day s/he will be sick unless a medical note has been provided and approved, prior to sick leave being taken.**

13.11 **Rotating shift employees reporting sick must take a minimum of twelve (12) consecutive hours sick leave during their shift. Should an employee wish to return back to work during the same working day, s/he must notify the OIC (Central) a minimum of five (5) hours before returning back to duty.**

13.12 **“Check Outs” will be granted to employees when operational requirements allow. The City will not incur any additional costs for check out time. Check out time will be offered for specialist appointments only. Employees must provide a minimum of one shift prior notice. Proper documentation must be submitted confirming the specialist appointment. Every effort possible must be made to book the specialist appointment on the employee’s day off.**

13.13: **Joint Insurance and Benefit Committee**

- (a) **The parties shall, following the signing of this Agreement, establish a Joint Insurance, Pensions and Fringe Benefit Committee composed of three (3) representatives of each party.**
- (b) **The Committee shall determine its own procedure and shall be supplied with the existing insurance, Pensions and Benefits Plans related material and supporting documentation to enable them to properly carry out the terms of reference.**

The objectives of the Committee are:

- **to evaluate existing Insurance, Pension and Fringe Benefits plans;**
- **to ensure that the parties to this Agreement are achieving the maximum possible return under existing plan;**
- **to ascertain if a better system or a better plan can be obtained within a reasonable financial obligation as compared to the cost of existing plans;**
- **to make recommendations and report thereon to the parties to this Agreement within five (5) months of the signing of this Agreement.**

ARTICLE 14 - LEAVE FOR INJURIES ON DUTY

- 14.01 Subject to 14.02, an employee who is unable to perform his/her duties because of a personal injury received in the performance of his/her duties shall report the matter to his/her Officer in charge and the employee shall be **compensated in accordance with the policies of the Workplace Health, Safety and Compensation Commission (WHSCC). The employee shall receive full pay from the Employer for the remainder of the shift s/he was injured.**
- 14.02 An employee who is injured on duty shall submit a written report, using the "Worker's Report of Accident" form prescribed by the WHSCC, to his/her Officer-in-Charge.
- 14.03 Where the WHSCC informs the Director that it considers the employee is unable to perform his/her duties because of an injury on duty, the employee shall continue on Injury on Duty Leave subject to regular reports from the WHSCC and/or the City's Medical Officer, until such time as the WHSCC considers the employee is able to return to work or that s/he is prevented from returning to work because of a permanent disability. Failure of the employee to provide the WHSCC with medical reports when requested may result in the employee being placed on Special Leave Without Pay.
- 14.04 Where it has been determined from the WHSCC that the employee should not be entitled to compensation, the permanent head will notify the employee that no further benefits will be extended to him/her under this Article, with effect from the date recommended by the report of the WHSCC.

14.05 The Employer will compensate the employee for reasonable medical expenses incurred as a result of an injury to his/her person referred to in Clause 14.01.

14.06 Disability Management

The Employer and Association agree to be bound by the City’s Disability Management Policy and any amendments thereto.

ARTICLE 15 - ANNUAL LEAVE

15.01 Subject to 15.01 (c), the maximum amount of annual leave which an employee (other than a relief/temporary employee) shall be eligible for in any year, shall be as follows:

- (a) Rotating Shift Employees
 - (i) Less than one year of service - **Twelve (12) hours** of a twenty-four (24) hour shift for each month of service which the employee has had in the year concerned up to a maximum of **one hundred and twenty (120) hours**.
 - (ii)

In the calendar year of the 1st anniversary and each year thereafter	120 hours
In the calendar year of the 5th anniversary and each year thereafter	144 hours
In the calendar year of the 10th anniversary and each year thereafter	192 hours
In the calendar year of 15th anniversary and each year thereafter	216 hours
In the calendar year of the 20th anniversary and each year thereafter	240 hours
In the calendar year of the 25th anniversary and each year thereafter	264 hours
- (b) Non rotating shift employees:

One year or more	15 working days
In the calendar year of the 5th anniversary and each year thereafter	20 working days
in the calendar year of the 15th anniversary and each year thereafter	25 working days
In the calendar year of the 25th anniversary and each year thereafter	30 working days

- (c) (i) no annual leave may be taken by an employee until s/he has had not less than sixty (60) days of service prior to taking leave;
 - (ii) when an employee has had not less than sixty (60) days of service, s/he may anticipate annual leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period.
 - (iii) when an employee becomes eligible for any additional leave, s/he shall receive such leave for the full year in which his or her anniversary falls.
- 15.02 For the purpose of this Article, an employee who is paid full salary of wages in respect of not less than two-thirds (**b**) of the days in the first or last calendar month of his/her service shall, in each case, be deemed to have had a month of service, otherwise their vacation entitlement for that month shall be pro-rated and their annual entitlement adjusted.
- 15.03 Annual leave shall be documented and confirmed by the Director or his/her designate.
- 15.04 Annual leave may be deferred, withheld or curtailed in such manner and to such extent as the Chief Commissioner may deem necessary if the exigencies of the public service so require.
- 15.05 (a) **The amount of vacation that an employee may carry over to the next year shall not exceed that employee's normal entitlement and thus the maximum amount of unused vacation that shall be due to any employee at any time is limited to twice his annual entitlement**
- (b) Annual Leave displaced with sick leave can be carried forward over and above 15:05 a & b, but must be taken within one year.
 - (c) Subject to Clauses 15.03, 15.04 and 15.09, the annual leave accumulated by an employee pursuant to sub-clauses (a) or (b) hereof may be taken by him/her at any time in addition to his/her current annual leave.
 - (d) Annual Leave displaced with sick leave can be carried forward over and above 15:05 A&B, but must be taken within one year.
- 15.06 Where an employee qualifies for sick leave of a minimum of one shift or more during the vacation period for rotating shift workers; or 1 day or more for non-rotating employees, the period of vacation so displaced shall be reinstated for use at a later date subject to the operational requirements of the Department and the approval of the Director. Any claim for sick leave under this Article must be certified by a medical doctor.

- 15.07 In an incomplete year before termination of employment for any reason other than retirement, an employee may receive a proportionate part of his/her annual leave for that year computed in full days on the basis of complete calendar months.
- (a) On retirement an employee shall be entitled to the same vacation or vacation pay which she/he would have earned if she/he continued in employment to the end of the calendar year.
- 15.08 Periods of special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for annual leave purposes and the employee's period of service shall be noted accordingly.
- 15.09 (a) Vacation leave shall be scheduled annually on the basis of seniority within the classification and within the period commencing June 22 of each year until **five (5)** periods of vacation have concluded. Vacation shall be scheduled for one (1) period at Christmas, this period will include New Years Day. For the purposes of granting vacation leave, classification seniority shall be used.
- (b) Employees who are entitled to more than **one hundred and forty four (144) hours** of annual leave each year shall take leave over and above **one hundred and forty four (144) hours** outside the periods stated in Article 15:09 (a). For the purpose of granting vacation leave, classification seniority shall be used.
- 15.10 Part-time employees who work in excess of 50% of the normal working hours for their classification shall be eligible for annual leave on a pro-rata basis in accordance with the provisions of this Article.
- 15.11 Vacations shall be posted in each division by Feb. 28 of each year. **An employee may defer any or all of his/her scheduled Annual Leave provided notice in writing is received by the Employer 30 days prior to the commencement of the individuals scheduled vacation period.**

ARTICLE 16 - STATUTORY HOLIDAYS

- 16.01 Compensation for statutory holidays is reflected in the base pay of all **rotating shift staff**.
- 16.02 (a) **All other employees** shall be entitled to time off for the fourteen (14) statutory holidays observed by the City of St. John's.
- (b) Any additional holiday declared by the City of St. John's shall be awarded to the employees of this Bargaining Unit including those employees working on a rotating shift basis.

16.03 Subject to Clause 12.01, where a non-suppression employee, who is not working rotating shifts, is required to work on a holiday, s/he shall be compensated for the hours worked at straight time rates or time off with pay as mutually agreed between the Director of Regional Fire Services and the employee.

ARTICLE 17 - CHANGING DAYS OFF

17.01 An employee may be permitted to exchange **hour(s) and/or** shift(s) with another provided that notice in writing is given to the Officer in Charge of that shift at least **ninety-six (96) hours** in advance and provided also that such change will not interfere with the operating status of that shift **where it does not interfere or conflict with Departmental training and provided there is no additional cost to the Employer. An employee can exchange hour(s) and / or shift(s) with another, provided they are the same rank or approved by the Department as an ‘acting’.**

Where any employee wishes to exchange more than one (1) consecutive **shift**, s/he must obtain approval of the Director or his/her designate. Subject to such approval, an employee may change a maximum of three (3) consecutive **working days** on one (1) occasion in each calendar year.

Under extenuating circumstances, the Director or his/her designate may approve greater than three (3) consecutive **working day** changes.

ARTICLE 18 - TRAINING AND PROMOTION

18.01 General

- (a) With respect to vacancies and new positions in the Bargaining Unit, no non-Bargaining Unit person shall be offered a position until applications from members of the Bargaining Unit, submitted in writing in the time limit specified, have been fully processed and the employee has been informed of the Employers decision. Upon written request unsuccessful applicants shall be advised in writing of the substantive reasons for their lack of success.
- (b) All filling of positions within the Bargaining Unit by transfer or promotion, but excluding any filling of a position on a temporary basis for a period of one (1) month or less in total, shall be in accordance with this Article.

Promotions occurring prior to the holding of the next set of qualifying examinations will take place in accordance with the promotional rosters currently in effect.

18.02 Eligibility

- (a) Candidates must have completed ten (10) years of service with the St. John's Regional Fire Department, four (4) years of which must be served as a Firefighter, in order to qualify for

the position of Fire Lieutenant.

- (b) Candidates must have completed ten (10) years of service with the St. John's Regional Fire Department, four (4) of which must be served as Fire Inspector, in order to qualify for the position of Fire Prevention Officer.
- (c) Candidates must have completed twelve (12) years of service with the St. John's Regional Fire Department, two (2) of which must be served as Fire Lieutenant, in order to qualify for the position of Fire Captain, Training Officer and Communications Officer. Additionally, the service record of candidates for the rank of Fire Captain must indicate that at the time of the two (2) most recent performance evaluations of their service as Fire Lieutenant they were deemed to be capable of command.
- (d) Candidates must meet the promotional pre-requisites for the positions of Fire Lieutenant, Fire Captain, Training Officer, Fire Prevention Officer, and Communications Officer in order to qualify to write the examinations for those positions. It is understood that effective with the date of signing of this Agreement, should an individual candidate not have the opportunity to obtain a specific pre-requisite requirement for a position due to the unavailability of that requirement, s/he shall be given the opportunity to write the examination for that position.
- (e) Having completed the examination for Fire Lieutenant candidates as described in 18:02 (c) may write the promotional exam for higher rank at the next qualifying exam. Candidates will then be qualified to be placed in Acting positions after having completed two years service as Fire Lieutenant and/or Senior Fire Inspector.

18.03 Promotional and Appeal Board

A Board will be established to administer all matters dealing with promotion and appeal. This board shall consist of two Deputy Chiefs, a Training Officer and another member appointed by Local 1075. This Board shall conduct qualifying examinations for promotion as described in Clause 18.04 and any resulting appeals.

- (a) This Board will be responsible for the preparation, administration and grading of all qualifying examinations. This Board will ensure that all facets of the promotional system conform to the collective agreement.
- (b) Upon completion of the qualifying examinations, employees will be permitted to review their examination results with this Board and each employee shall be provided with a copy of his/her own exam paper.
- (c) If an employee is on vacation, sick leave, job injury leave, compassionate leave,

bereavement leave, or other approved leave at the time of the examinations, s/he may make arrangements with this Board to complete the examinations at another time. Such arrangements shall be made prior to the writing of the first examination unless special conditions exist related to the reason for the leave prevent such arrangements from being made. In anticipation of such a situation possibly occurring, the Board will have an alternate written examination prepared in advance, which will be given to those employees writing the examination on a different date.

18.04 Qualifying Examinations

- (a) Qualifying examinations will be held in **May** every second year. These examinations may be conducted more frequently if the promotional lists become depleted.

Notice of the examinations will be posted at least two (2) months in advance. Employees wishing to take one of the examinations will give notice in writing to the Deputy Chief **Support Services** at least one (1) week before the date scheduled for the written examinations. Applications received after this date will not be honoured.

- (b) The Association will assign numbers to each employee taking the written examinations and will be responsible for ensuring the security of the list of the corresponding names and numbers. The Association will release this list to the **Promotional and Appeal Board** on completion of the marking of the examinations.
- (c) (i) For the rank of Lieutenant **and the position of Communications Supervisor**, the Board will draft a pool of sixty-five (65) questions. The Association will then draw out fifty (50) questions for the examination. For the rank of Captain, the Board will draft a pool of fifty (50) questions. The Association will then draw out thirty-five (35) questions for the examination. In each case the remaining fifteen (15) questions are to be held in abeyance in the event of successful appeals.
- (ii) The qualifying examination for Fire Lieutenant shall consist of a written examination of the multiple choice type to the value of 100%. The passing mark for the qualifying examination will be 70%.
- (iii) The qualifying examination for the rank Captain shall consist of a written examination of the multiple choice type to the value of 70% and an oral examination to the value of 30%. The passing mark for the qualifying examination will be 70%.
- (iv) The oral examination for promotion to the rank of Captain will be comprised of two (2) questions prepared by the Promotional Board and designed to assess the candidates ability to command. Each question will be worth a maximum mark of

15% for a total maximum mark of 30% on the oral examination. **The candidate's mark on each of the two (2) questions will be the average of the four (4) marks rendered by the Board Members.**

- (d) (i) In the case of candidates for promotion to Fire Lieutenant who were hired on the same day, those candidates achieving the pass mark shall be listed by their mark in descending order. In the event of a tie, their position shall be determined by the Master Attendance Sheet.
- (ii) In the case of candidates for Fire Prevention Officer or Fire Captain who were laterally transferred or promoted on the same day, those candidates achieving the pass mark shall be listed in accordance with their date of hire. If this date is also the same, the candidates shall be listed by their mark in descending order. In the event of a tie in marks, their position shall be determined by the Master Attendance Sheet.
- (iii) Subject to (i) and (ii), those candidates for promotion who have achieved the pass mark shall be listed by seniority within the classification.
- (iv) Once an employee's name appears on the roster, it shall remain there until six **(6) years** have elapsed at which point the employee must again pass the appropriate examination.
- (v) An employee whose name is on the roster may elect to re-take the examination at the next **or subsequent** opportunity in order to improve his/her mark. Should an employee elect to re-take the examination, then the new mark shall be the mark used on the roster and shall remain in effect for **six (6) years** as outlined in (iv) above.
- (vi) **Any vacancy in the position of Communications Officer, on or after December 30, 2006, shall be posted as a Communications Supervisor. The replacement position shall be a Bargaining Unit position and will not hold the rank of the Captain. The basic requirements of the position are as follows: five (5) years experience as a Dispatcher; and three courses from Henson College as follows: Managerial Skills Development, Organizational Behaviour, Interpersonal Communication; or other courses with the same equivalency of duration, type, complexity and method shall be considered by the Director.**

The following training shall be required after appointment: working knowledge of Department Contingency Plan; Public Speaking / Effective Presentation; Courtroom Procedure Course; EOC training.

- (e) The Director will then promote qualified members in order of position as listed by the Promotional Board, when vacancies occur.
- (f) A joint committee shall be established prior to each scheduled exam, comprised of three (3) members of the Association and three (3) members of Management to review and advise on matters including the venue, methods and syllabus of the promotional examinations.

18.05 Each candidate for promotion shall receive a copy of his/her own mark in the qualifying examination(s). Once the time limit for submitting appeals under Clause 19.01 has expired, and no appeals are submitted, then the results shall be posted by the Promotional Board.

In the event that an employee(s) has submitted an appeal, it is agreed that (i) no promotion shall take place, (ii) no other examinations conducted, and (iii) no results shall be posted until the outcome of the appeals.

On completion of the appeal procedure, the results shall be posted in order, as listed by the Promotional Board.

- 18.06 (a) The employee whose name is first on the promotional roster shall be given the promotion on a trial basis of six (6) months, provided a vacancy exists. Should s/he, at any time, be involuntarily demoted because of alleged failure to meet the work requirements of the position, s/he shall have the right to appeal such decision in accordance with the grievance procedure.
- (b) An employee who is involuntarily demoted shall not be eligible to have his/her name on the promotional list for a specific or indefinite period of time, which shall be named in the demotion order. An employee demoted for a specific time will have his/her name placed on the promotional list in the same position as prior to the demotion order, upon expiry of the same, provided that the qualifying examinations did not take place while s/he was under the demotion order. If these are done while an employee is under such a demotion order, s/he will be eligible to be assessed by the Promotional Board in accordance with 18.04 at the same time as other candidates for the same position.

An employee who is demoted for an indefinite period will be subject to the qualifying examinations in accordance with Article 18.04.

18.07 When an employee who is registered on a promotional roster refuses to accept assignments, appointments, promotions, and temporary assignments to higher classifications, his/her name shall be deleted from the promotional list on which s/he is registered for a period of one (1) year. At the end of such period, s/he may re-apply to be placed on the promotional list, and should s/he do

so, his/her name shall be included on the list in the same position previous to its deletion, provided qualifying examinations have not occurred since the employee's name was deleted. If these examinations have occurred, then the employee will be required to be assessed by the Promotional Board in accordance with 18.04. s/he will then be placed on the promotional list in accordance with 18.04.

18.08 Subject to 18.06 (a), should an employee feel unfairly dealt with in matters involved with the promotional procedure as defined in this Article, then s/he shall have recourse through the Appeal Procedure, Article 19.

18.09 (a) Vacancies in any position within the Bargaining Unit which are filled pursuant to this Article shall be filled within thirty (30) days from the time the vacancy occurs.

(b) Where promotion is involved, the employee receiving the promotion shall be paid the higher rate of salary from the date of promotion or from the thirtieth (30th) day after the date the vacancy occurred, whichever comes first.

18.10 Training

The Director recognizes the importance of a meaningful training program and will continue to provide both "in-house" training and training under the auspices of outside agencies or organizations.

The Association may bring to the attention of the Director particular training courses which it considers to be of value. The Director agrees to evaluate the merit of these courses and the feasibility of providing them in light of the overall training requirements of the St. John's Regional Fire Department.

For employees working rotating shifts, it is agreed that time spent in training courses shall be considered as time worked, for the purposes of salary and benefits.

18.11 (a) When a vacancy occurs in any position which may allow a current employee to laterally transfer from a position involving rotating shifts to a position involving non-rotating shifts or vice versa, notice of this vacancy shall be posted for a period of eight (8) consecutive days on each division's bulletin board.

(b) Current employees shall be given priority by seniority in filling such vacancies, provided they are qualified and able to perform the duties required. Interested individuals shall be required to notify management of their interest to transfer within those eight (8) consecutive days.

(c) When a vacancy occurs in any position which may allow a current employee to laterally

transfer to a Temporary or a Special Assignment, notice of this vacancy shall be posted for a period of sixteen (16) consecutive days on each division's bulletin board.

- 18.12 (a) The Employer will post notice of all training courses which will be available to members of the Association for a period of 16 consecutive days inviting application. When the successful applicants have been chosen, notice of the same will also be posted. For the purpose of this clause, training courses will be defined as those courses organized by outside agencies or by the Training Officer, which require an employee to be on day shift.
- (b) Management shall encourage all employees to upgrade themselves in approved courses and shall cover the cost of tuition and books for these courses. Time spent in such training courses shall be considered for the purpose of salary and benefits, to be time worked.
- 18.13 Any member who has informed the Director through a medical certificate, that s/he is unlikely to be fit to return in the future to the full scope of duties due to medical reason, will not be permitted to be promoted to a higher rank.
- 18.14 It is agreed and understood that as and when it so desires, the department may post for an employee who has special knowledge or training to train or instruct other employees. Such assignment shall be regardless of how, when or where the employee gained the special knowledge or training. Any such assignment shall carry a premium of three dollars (\$3) per hour or part of an hour, at applicable rates, spent actually training or instructing others.

ARTICLE 19 - NOTICE OF APPEAL

- 19.01 Should an employee feel that s/he has been treated in an unfair manner in the examinations provided through Article 18 entitled "Training and Promotion", s/he shall appeal in writing stating the nature of his/her appeal, to the Association within two (2) weeks of having received his/her marks and the Association shall first take the matter up in accordance with the committee set up in Step 1 of the Grievance Procedure.

In this case, the Promotional Board will be substituted for the Director at Step 1. Failing a satisfactory settlement at Step 1, the Association will be permitted to proceed to Step 2.

- 19.02 The Association shall notify the Employer of their intention to submit matter(s) **of the exam procedure** to the **Promotion and** Appeal Board. The notice served to this Board shall also include the name of the Association's nominee to sit on this Board. **Where the board unanimously agrees on a decision pertaining to the promotional system it shall be final and not subject to appeal.**
- 19.03 The Board of Appeal shall have the power to examine all the documents pertaining to the exam and hear all the evidence given and upon completion of the investigation, it shall have the authority to

dismiss or allow the appeal.

In the event that the Board allows the appeal, it may disallow certain questions from the examination of the appellant. The Promotional Board will then allow the appellants to draw a question(s) from those held in abeyance under 18.04(b) at random equal to the number of disallowed question(s). The appellant will be required to answer this question(s) and will have the points for any correct answers added to his/her score.

- 19.04 The Board of Appeal in rendering its decision shall not have the power to add to, subtract from or modify any terms of this agreement. The Board shall have the power to dispose of an appeal in the manner outlined in 19.03, or if this is not deemed to be appropriate in the circumstances, by any arrangement which in its opinion is just and equitable.
- 19.05 Within thirty (30) days after the formation of the Appeal Board, the decision of the Board shall be delivered, in writing, to the parties concerned. The majority decision of the Board of Appeal shall be final and binding on all parties.
- 19.06 Each party required by the agreement to appoint a member to the Appeal Board shall pay the expenses of that nominee and both parties shall equally pay the expenses of the elected chairman of the board.

ARTICLE 20 - SENIORITY

- 20.01 The Employer shall prepare the **Master Seniority List** on or by the first day of January of each year, showing for each employee listed there-on:
- (a) his/her name
 - (b) classification
 - (c) date from which seniority commences
 - (d) divisional seniority
 - (e) breaks in service

A copy of the **Master Seniority List** shall be posted by the Employer on a bulletin board accessible to all employees affected by it in each fire station/division and forward a copy to the Association within or by the time specified above.

A new employee shall be on probation for twelve (12) months **of accumulated service**. An employee on probation shall be entitled to all the rights and privileges accorded by this collective agreement except that s/he may be laid off or dismissed without recourse to the Grievance Procedure herein contained. An employee on probation shall not acquire seniority but should s/he continue as an employee following or subsequent to this probation period, his/her seniority shall start from the commencement of his/her probation period.

20.02 Individual employees **through** the Association **or the Association** shall be allowed a period of thirty (30) days following posting in which to protest the initial and any subsequent seniority list and any changes in a seniority list affecting an employee's seniority. When an employee is absent from work, for any reasons, when a seniority list is posted or a change made therein, the period during which s/he may protest shall be thirty (30) days following his/her return to work. Any fact established by posting without subsequent protest, or by settlement following protest, shall stand as correct and official.

20.03 **The Master Seniority List shall determine the employee's overall seniority.** Should two or more employees be hired on the same day, their position on the **Master Seniority List** shall be based upon the order in which they were employed. The order of being employed shall be determined on date of hiring by drawing their number out of a hat.

Employees may not accrue seniority when there is a break in services due to:

- (i) layoff**
- (ii) suspension**
- (iii) leave without pay unless otherwise specified in this agreement**

20.04 Subject, in all cases, to Article 28 entitled "Discipline" and other provisions of this Article, seniority can only be lost by an employee when that employee:

- (a) quits the job;
- (b) is discharged for a just cause;
- (c) **is on unauthorized leave of absence from work, or fails to return to work when recalled and fails to give a satisfactory explanation to the Employer.**
- (d) occupies a temporary position excluded from the Bargaining Unit for a period in excess of 13 consecutive months.

20.05 (a) An employee laid off because of a shortage of work or for other than being discharged for **just** cause shall retain but not accrue seniority for a period of twenty-four (24) months.

(b) An employee suspended for just cause shall retain but not accrue seniority for the period in which the suspension is in effect, except in the following circumstances:

- (i) when an employee has been suspended in accordance with the Regulations made under the City of St. John's Act, or subsequent legislation, and loss of seniority is specified as part of the disciplinary penalty.

20.06 An employee granted **approved** leave of absence to attend school or to otherwise improve his/her knowledge and/or skill in his/her profession, trade or job, shall retain and accrue seniority during such leave of absence.

20.07 An employee on **approved** leave of absence because of illness or accident not attributable to work, or accident not acquired in the line of duty, or illness not acquired in the line of duty, shall retain his/her seniority, but shall continue to accrue seniority only until his/her accumulated sick leave is exhausted.

20.08 **In addition to the Master Seniority List**, there shall be **five (5) Divisional Seniority Lists** for the purposes of **promotion, transfer, lay off, recall**. **The five lists are as follows:**

- (i) **Communications**
- (ii) **Equipment Technician**
- (iii) **Fire Prevention**
- (iv) **Fire Suppression**
- (v) **Training**

Employees can accrue seniority in more than one division for promotional purposes, but only while they are actually employed in that particular division. Employees cannot accrue seniority in more than one division simultaneously. Seniority cannot be transferred from one division to another.

20.09 (a) In cases of layoff, employees with the least seniority on the appropriate **Divisional Seniority List in the St. John's Regional Fire Department** shall be the first employees laid off.

An employee about to be laid off may bump any employee with less seniority according to the Master Seniority List provided the employee exercising the right has the ability through previous work experience in the classification and is sufficiently qualified to perform the work of the less senior employee. Employees who do not possess the qualifications and ability through previous work experience at the time of layoff shall be given up to one year to obtain the necessary qualifications necessary to bump. Such time taken will be without pay and any training taken by the employee will be at the employees cost.

In case of recall after layoff, those employees with the most seniority on the appropriate **Divisional Seniority List** shall be the first employees rehired or recalled.

(b) In making promotions, seniority will be considered in accordance with the promotional procedure outlined in Article 18.

ARTICLE 21 - LABOUR MANAGEMENT COMMITTEE

21.01 A Labour Management Committee shall be established consisting of three (3) members from management and three (3) members from the Association. This Committee shall meet at least

every two months unless mutually agreed to do otherwise. It is understood that if a matter should come before this Committee which is outside the Committee's authority to resolve it, then if the Committee can formulate a recommendation on the matter, this recommendation may be forwarded to the appropriate authorities. The Director and/or the Department will respond to the recommendations of the Committee within 30 days of receipt of same. This Committee shall not have the authority to alter in any way or to make decisions contrary to the provisions of this Collective Agreement.

ARTICLE 22 - CLOTHING

22.01 (a) The following clothing shall be supplied to all Personnel on the Firefighters Seniority List as soon as possible after joining, transferring or upon promotion within the St. John's Regional Fire Department as according to the following grids.

FIRE SUPPRESSION			
CLOTHING	INITIAL	ANNUAL	THIRD YR
WORK UNIFORM			
PANTS -WORK	3	2	
SHIRTS -WORK	3	2	
SOCKS	6	6	
T-SHIRTS	3	2	
BELTS	1		1
TIES - BLUE	3		2
SWEAT SHIRTS	1	1	
SHOES	1	1	
FUR HAT	1		1
GLOVES	1		1
JACKET	1		1
GALOSHES	1	WHEN NEEDED	
DRESS UNIFORM *			
TUNIC	1		1
DRESS PANTS	1		1
WHITE SHIRTS	1		1
TIES - BLACK	1		1
DRESS HAT/ BADGE	1	WHEN NEEDED	
RAGLAN-CRESTED	1	WHEN NEEDED	
UPON PROMOTION			
EPAULETTES	6	WHEN NEEDED	

CLOTHING	INITIAL	ANNUAL	THIRD YR
DRESS HAT/BADGE	1	WHEN NEEDED	
STRIPE ON TUNIC	Previous Issue		
NOTE PAD CASE	1		
* RELIEF EMPLOYEES WHEN NEEDED ONLY			
PARAMEDIC			
MEDICAL JACKET	1	WHEN NEEDED	
MEDICAL SIDE KIT	1	WHEN NEEDED	
NOTE PAD CASES	1	WHEN NEEDED	
DAY SHIFT SUPPRESSION WORK UNIFORM			
PANTS -WORK	5	5	
SHIRTS -WORK	5	5	
SOCKS	6	6	
T-SHIRTS	3	2	
BELTS	1	1	
TIES - BLUE	3	1	
SWEAT SHIRTS	1	1	
SHOES	1	1	
FUR HAT	1		1
GLOVES	1		1
JACKET	1		1
GALOSHES	1	WHEN NEEDED	
DRESS UNIFORM			
TUNIC	1		1
DRESS PANTS	1		1
WHITE SHIRTS	1		1
TIES - BLACK	1		1
DRESS HAT/ BADGE	1	WHEN NEEDED	
RAGLAN-CRESTED	1	WHEN NEEDED	
FIRE PREVENTION WORK UNIFORM			
PANTS -WORK	2	5	
SHIRTS -WORK	2	5	
SOCKS	6	6	
T-SHIRTS	2	2	

CLOTHING	INITIAL	ANNUAL	THIRD YR
BELTS		1	
TIES - BLUE		3	3
SWEAT SHIRTS	1	1	
SHOES	1	1	
SAFETY BOOTS	1	WHEN NEEDED	
FUR HAT			1
GLOVES		WHEN NEEDED	
JACKET		WHEN NEEDED	
RAIN COAT	1	WHEN NEEDED	
GALOSHES		WHEN NEEDED	
*COVERALLS (W) (S)	1	WHEN NEEDED	
*RAIN SUIT	1	WHEN NEEDED	
BREAST BADGES	1	WHEN NEEDED	
AGENDA JACKET	1	WHEN NEEDED	
NOTE PAD CASE	1	WHEN NEEDED	
DRESS UNIFORM			
TUNIC	1		1
DRESS PANTS	2		1
WHITE SHIRTS		1	2
TIES - BLACK	2		1
DRESS HAT/ BADGE		WHEN NEEDED	
RAGLAN-CRESTED	1	WHEN NEEDED	
FIRE PREVENTION - UPON PROMOTION			
EPAULETTES	6	WHEN NEEDED	
DRESS HAT/BADGE	1		
STRIPE ON TUNIC	Previous Issue		
* TO BE USED FOR FIRE INVESTIGATIONS ONLY			
TRAINING/COMMUNICATIONS OFFICERS			
PANTS -WORK	2	5	
SHIRTS -WORK	2	5	
SOCKS	6	6	
T-SHIRTS	2	2	
BELTS		1	
TIES - BLUE		1	3

CLOTHING	INITIAL	ANNUAL	THIRD YR
SWEAT SHIRTS	1	1	
SHOES	1	1	
FUR HAT			1
GLOVES		WHEN NEEDED	
RAIN COAT	1	WHEN NEEDED	
JACKET		WHEN NEEDED	
GALOSHES		WHEN NEEDED	
*COVERALLS (S)	1	WHEN NEEDED	
NOTE PAD CASE	1	WHEN NEEDED	
DRESS UNIFORM			
TUNIC	1		1
DRESS PANTS	2		1
WHITE SHIRTS		1	2
TIES - BLACK	2		1
DRESS HAT/ BADGE		WHEN NEEDED	
RAGLAN-CRESTED	1	WHEN NEEDED	
UPON PROMOTION			
EPAULETTES	6	WHEN NEEDED	
DRESS HAT/BADGE	1	WHEN NEEDED	
STRIPE ON TUNIC	Previous Issue		
*TRAINING OFFICER ONLY			
TECHNICIAN/ASSISTANT TECHNICIAN			
PANTS -WORK	5	5	
SHIRTS -WORK	5	5	
SOCKS	6	6	
T-SHIRTS	5	5	
SWEAT SHIRTS	2	2	
BELTS	1	1	
SHOES	1	1	
GALOSHES		WHEN NEEDED	
FUR HAT		WHEN NEEDED	
GLOVES		WHEN NEEDED	
JACKET		WHEN NEEDED	
NOTE PAD CASE		WHEN NEEDED	

CLOTHING	INITIAL	ANNUAL	THIRD YR
SAFETY BOOTS	1	WHEN NEEDED	
SHOP COAT	1	WHEN NEEDED	
RELIEF DISPATCHERS/DISPATCHERS			
PANTS -WORK	4	4	
SHIRTS -WORK	4	4	
SOCKS	6	6	
T-SHIRTS	3	2	
BELTS	1	1	
TIES	2	1	
SHOES	1	WHEN NEEDED	
GALOSHES	1	WHEN NEEDED	

22:01 (b) Firefighting Equipment

The following equipment shall be supplied to all FireFighters as soon as possible after joining the St. John's Regional Fire Department.

1. One (1) Firefighting Bunker Suit.
2. One (1) pair rubbers with safety toe and sole
3. One (1) pair firefighting gloves
4. One (1) firefighting helmet with Nomax Ear Protector
5. One (1) Nomex Hood

(c) The following shall be supplied to all Personnel on the Firefighters Seniority List as a one time issue

1. One (1) Multi-tool,
2. One (1) Duffle bag.

22.02 All items mentioned in Article 22.01 (a-b) shall be high quality and an item shall be repaired or replaced by the Employer upon proof by an application for accoutrements document signed and submitted by the Officer-in-Charge of a shift for any article of clothing that has been worn out, lost or damaged in the line of duty. In the event that any article of clothing is denied replacement by management, the employee shall be given an explanation as to why the application was refused.

22.03 It is recognized that an employee who willfully defaces any of the aforementioned items in this Article (i.e., removes shoulder flashes, buttons, etc.) shall be subject to disciplinary actions.

22.04 (a) All items of clothing referred to in Clause 22.01 shall be issued where possible on or

before the last day of July in the year due. All clothing shall meet the specifications as agreed upon between the Association and Management.

- (b) Firefighting protective clothing shall meet all specifications and standards as dictated by the National Fire Protection Association (NFPA). If various fire protective clothing is not available meeting N.F.P.A. Standards, then the minimum standards shall be as defined by the Canadian Standards Association.

22.05 Employees who are on long-term sick leave (a year or more) will not be eligible for the scheduled clothing issue.

22.06 Subject to the approval of the Deputy Chief, dry cleaning of uniforms for employees may be undertaken at no cost to the employee where the Deputy Chief is satisfied that such uniforms were soiled in the non-negligent performance of assigned duties and appropriate protective clothing to prevent such occurrence was not readily available.

22.07 As agreed upon between the Association and Management the issue year of 2001 will be the Anniversary Date for clothing.

22.08 Temporary employees will be issued clothing on a pro-rata basis as per Article 22.01 (a) but his/her anniversary date for replacement will be the same as all other personnel **when s/he becomes full-time.**

22.09 A Joint Clothing Committee shall be established and make recommendations to the Director on all clothing specifications as per this Article. All recommendations must be made within approved budgets.

22.10 The parties agree to the following understanding with respect to allowing certain employees to choose between identified clothing item Options with respect to the annual and three year clothing schedule, as per Article 22 of the current Collective Agreement.

- (a) **only employees who are eligible to receive a Dress Uniform, and confirm in writing that their current Dress Uniform is in good and wearable condition may participate in this MOU.**

- (b) **All employees will receive the mandatory issue of;**

- **Station Wear items (*Work Pants, Work Shirts, Socks, Sweat Shirts, T-Shirts, and Shoes*)**
- **Outdoor Wear/Accessories items (*Belt, Ties-Blue, Jacket, Fur Hat, and Gloves*)**

- (c) **In lieu of a Dress Uniform an employee, as mutually agreed upon by the Clothing Committee, may choose either;**
- **Option A Honour Guard item(s).**
 - **Option B Casual Wear generally consisting of Gym Shorts, Sneakers, Sweater, etc.**
 - **Any other option mutually agreed to by the Association and the St. John's Regional Fire Department.**
- (d) **The dollar value of either Option A or Option B is no higher than that of the Dress Uniform and will be mutually agreed upon by the Clothing Committee.**

ARTICLE 23 - TIME OFF FOR ASSOCIATION BUSINESS

23.01 Subject to the approval of the Director and the operational requirements of the Department, employees may be granted special leave with pay for Association business such as meetings, conventions, seminars, etc to a maximum of **40** shifts per calendar year in total, excluding any days spent on collective bargaining and any internal business with the Employer . No more than two (2) employees from any one shift shall be granted such leave at any one time. It is understood that such requests will be kept to a reasonable limit and that in all cases, reasonable notice must be given to the Director. The employees who are granted such leave shall not lose seniority.

ARTICLE 24 - SALARIES

24.01 The Employer agrees to pay wages and salaries in accordance with the classifications and rates of pay set forth in Schedule "A" attached to and forming part of this Agreement.

24.02 (a) When the Director temporarily assigns an employee who works rotating shifts to a classification carrying a higher rate of pay, and such assignment lasts for **four (4)** hours or more, the following shall apply:

- (i) In the case of a Firefighter on his/her regular shift, who is temporarily assigned to the rank of Lieutenant, s/he shall be paid the difference in salary with that of a Lieutenant.
- (ii) In the case of a Lieutenant on his/her regular shift, who is temporarily assigned to the rank of Captain, s/he shall be paid the difference in salary with that of a Captain.
- (iii) In the case of a Captain on his/her regular shift, who is temporarily assigned to the rank of Shift Superintendent, s/he shall be paid the difference in salary with that of a Shift Superintendent.

In the event that a Firefighter or a Lieutenant or a Captain is called back to work s/he is temporarily assigned to the next higher rank, s/he shall receive the rate of pay specified in Article 12:03.

- (b) For employees not working rotating shifts, the period of assignment to qualify for the higher rate of pay would be **four (4) hours**. Should an employee be temporarily assigned to a classification carrying a lower rate of pay, then no reduction in compensation will result.

24.03 An employee shall not be required to be assigned to a position whereby s/he shall be acting out of rank any more than one rank above his/her permanent position except in emergency situations. An employee who has not written and passed the promotional exam for a higher rank shall not be considered for temporary assignment, except in cases of emergency.

ARTICLE 25 - BEREAVEMENT LEAVE

25.01 (a) An employee working rotating shifts shall be entitled to leave with pay, for a period of one (1) regularly scheduled shift during the time of bereavement, in the case of the death of the employee's mother, father, spouse, child, common-law spouse, grandmother, grandfather, grandchild, brother, sister, mother-in-law, father-in-law, brother in law, sister in law, daughter in law, son in law or near relative permanently residing in the employee's household. For the purpose of this Article, a "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person of the opposite sex and publicly represented that person to be his/her spouse.

- (b) Day duty personnel shall be entitled to three (3) calendar days off with pay, should the death occur in accordance with 25.01 (a).

25.02 If the death of a relative referred to in Clause 25.01 occurs outside the Province, the employee shall be entitled to leave with pay for **an additional twenty-four (24) hours** for the purpose of attending the funeral, which shall not be granted unless the employee actually does intend to attend the funeral outside the province. **At the discretion of the Director or his/her designate, same shall apply if the deceased is to be transported back to this Province.**

25.03 In the event of the death of a relative identified in 25.01 occurring during an employee's annual leave, the employee will notify the Director of the occurrence on his/her return to work; shift employees will be entitled to one (1) regularly scheduled working day off and day shift employees will be entitled to three (3) days off at a time mutually convenient to the employee and the Director.

ARTICLE 26 - SEVERANCE PAY

26.01 An employee who has nine (9) or more years continuous service in the employ of the Employer, is entitled to be paid on retirement or death, severance pay equal to the amount obtained by

multiplying the number of completed years of continuous employment by his/her weekly salary.

ARTICLE 27 - DEMOTION

27.01 If an employee is demoted, his/her pay will be established at a rate which does not exceed his/her present rate. If his/her present rate falls between two steps, his/her salary will be adjusted to the lower of the two.

ARTICLE 28 - DISCIPLINE

28.01 Discharges and dismissals shall be executed with proper written notice which shall contain the reason or reasons for same. If the Employer suspends an employee, then the employee shall be informed of the reason or reasons in writing within seven (7) calendar days of the suspension unless such notice was not reasonably possible.

28.02 The Association may investigate any cases of employees being disciplined and any employee who has been disciplined may request an investigation of that discipline.

28.03 If a reprimand to an employee is to be recorded on the employee's personal file, then the employee shall receive a copy of such record at the same time as the notation is made.

28.04 The Employer shall notify the employee that s/he may be subject to disciplinary action or that the incident in question is under investigation within fourteen (14) calendar days of the occurrence or discovery by the Director or his/her designate of the occurrence of the offence causing dissatisfaction.

28.05 (1) Upon written request, and at reasonable times, an employee shall have the right to have access to and review his personnel file. An employee shall have the right to receive a copy of any material contained in his personnel file and shall also have the right to request the removal of any time expired communication of a disciplinary nature which have been inadvertently left on file.

(2) There shall be one recognized personnel file and this file will be maintained by the Department of Human Resources.

(3) An employee may give written permission for a representative of the Association to inspect and receive copies of documents from his/her personnel file for the purpose of investigating a grievance.

(4) In the case of an offense of a minor nature, where there has been no subsequent offence within one year of the date it has been recorded in the personnel file of the member, the record shall be removed from that personnel file upon written request of the employee.

ARTICLE 29 - AMENDMENT BY MUTUAL CONSENT

- 29.01 This Agreement is the entire Agreement of the parties hereto, terminating all prior agreements and practices with respect to the matters specifically referred to herein.
- 29.02 Any provision of this Agreement other than the duration of agreement may be altered or amended by mutual consent of the parties hereto.

ARTICLE 30 - FAMILY LEAVE

30.01 Subject to the approval of the Director of Regional Fire Services, or his/her designate in consultation with the Director of Human Resources, or his/her designate, an employee may be granted special leave with pay in accordance with the following:

- The day/night delivery of a baby by a partner/spouse.
- Illness or injury to a family member that requires immediate supervision and care by a parent.
- Medical problems or an accident requiring immediate hospitalization of a spouse, father, mother, father in law, mother in law, or child.
- An emergency at the primary place of residence or personal belongings requiring immediate attention.

For all employees: a total of 24 hours for all instances per calendar year. For rotating shifts, a minimum of four (4) hours can be taken at any one time.

ARTICLE 31 - MEAL RATES

- 31.01 When employees are required to travel on Employer business, City of St. John's Travel Rules will apply.
- 31.02 In situations other than those covered by the Travel Rules, where the Director or his/her designate decides that employees are entitled to be provided with a meal, such as when employees have had their regular meal spoiled while responding to a fire call, the maximum cost that the Employer will bear for such meals will be, in each case, an average of \$12.00 per person.

ARTICLE 32 - HEALTH AND SAFETY

- 32.01 The Employer shall ensure, so far as it is reasonably practicable, the health, safety, and welfare of all employees during the hours of their employment. Every employee, while at work, shall take reasonable care to protect his/her own health and safety and that of his/her fellow workers and all other persons at or near his/her work site.

32.02 The Occupational Health and Safety Committee shall consist of four (4) members of the Association and four (4) representatives of the Employer. **The frequency of Committee meetings will be as outlined in OHS legislation.**

ARTICLE 33 - TECHNOLOGICAL CHANGE

33.01 (a) In the event that the Employer introduces new methods or machines which require new or greater skills than those possessed by employees who are employed in the operation being changed, and where such employees would otherwise become redundant, then the Employer will endeavour to provide training for employees who desire further training and who are qualified to take such training. It is understood that the period and type of training provided shall be at the discretion of the Employer.

(b) In the event of a technological change causing the termination of an employee, the Employer will notify the Association of the proposed change.

(c) **Departmental approved training shall be provided to Association members who will be required to operate / use new / upgraded equipment, machinery or apparatus.**

33.02 Meetings will be arranged between the Employer and the Association within twenty-one (21) days of the Employer's notification to the Association for the purpose of consulting on the effect expected to result from the change.

33.03 The Employer will endeavour to minimize the effect on employees of such change. These endeavours will include transfers, retraining or reassignment within the City.

ARTICLE 34 - GENERAL PROVISIONS

34.01 Without detracting from the existing rights and obligations of the parties recognized in the other provisions of this Agreement, the Employer and the Association agree to cooperate in encouraging employees affected with alcohol, drug, or other personal problems to undergo a coordinated program directed to the objectives of their rehabilitation.

34.02: The parties hereby agree that the Unemployment Insurance rebate for Sick Leave Plan provisions will be applied each year against the cost incurred by the Employer in providing the various benefits under the collective agreement.

ARTICLE 35 - DURATION OF AGREEMENT

35.01 Subject to Clause 29.01, this agreement shall be effective from **January 1, 2004** and shall remain in full force and effect until **December 31, 2006** and thereafter from year to year unless either

party gives notice in writing of termination or amendment within the sixty (60) day period immediately prior to the expiration date of this agreement.

ARTICLE 36 - UNPAID MATERNITY LEAVE/ADOPTION LEAVE

Maternity leave, adoption leave and parental leave shall be granted in accordance with applicable legislation.

ARTICLE 37 - PERSONAL LOSS

37.01 Subject to Clause 37.02 and 37.03, where an employee in the performance of his/her duty, suffers any personal loss, and where such loss was not due to the employee's negligence, the Director, or his/her designate, may compensate the employee for any loss suffered, subject to a maximum of five hundred dollars (\$500.00).

37.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within four (4) calendar days of the incident to the Director or his/her designated representative.

37.03 This provision shall only apply in respect of personal effects which the employee would reasonably have in his/her possession during the normal performance of his/her duty.

ARTICLE 38 - LEGAL AID

38.01 The Employer shall undertake to assure a full and complete defence of any employee who is sued as a result of acts arising from the normal, non-negligent performance of his/her duties. The Employer's contribution to the cost of an employee's costs if s/he is deemed eligible shall not exceed Crown Attorney rates plus reasonable expenses. The Employer expressly reserves the right to have any such legal fee taxed pursuant to Rule 55 of the Rules of the Supreme Court, 1986 and to disallow payment of any part found to be unreasonable or excessive by a Taxing Master so duly appointed.

ARTICLE 39 - PRINTING OF THE COLLECTIVE AGREEMENT

39.01 This agreement shall be printed by the Employer and at the Employer's cost.

ARTICLE 40 - RELIEF EMPLOYEES

40:01 Notwithstanding any other provision of the Collective Agreement, **the parties agree that the Regional Fire Department may employ and utilize Relief Dispatch Employees to provide replacement for absent Dispatch employees.**

(a) Where a conflict exists, the provisions of this entire Article (Article 40) shall override any

other provision of the Collective Agreement.

40:02 Where relief is required to replace employees engaged in fire suppression or dispatch duties who are expected to be absent for less than four (4) consecutive shifts the requirement will be covered by appropriate off duty permanent staff working at straight time rates under the following procedure:

- (a) Prior to leaving work at the end of their shift, employees will advise the person designated by the Director if they wish to be called in to cover relief requirements during their time off.
- (b) Only those who have indicated their availability will be offered the extra hours. The call in process otherwise will follow the procedure laid down in the collective agreement.
- (c) If no current permanent employee is available and willing to accept the relief assignment the Director will utilize a "Relief Dispatcher" as outlined in Article 40:04.

40:03 To replace employees engaged in dispatch duties who are expected to be absent for four (4) or more consecutive shifts the requirement may, at the sole discretion of the employer, be covered by:

- (a) appropriate off duty permanent staff working at straight time rates under the procedure outlined in Article 40:02 OR:
- (b) "Relief Dispatchers" as outlined in Article 40:04.

40:04 The Employer shall establish an eligibility list of relief civilian dispatchers for call in purposes.

Persons on a Relief Eligibility List may be employed on a casual or temporary basis to meet the requirements of the Department.

These eligibility lists shall be available for scrutiny at the Director's Office provided that reasonable advance notice is given.

- (a) Persons will initially appear on their list in the calendar order of their first placement there.
- (b) Should two persons be placed on the list on the same day, their initial relative positions on the list shall be drawn out of a hat.
- (c) Relief Assignments shall be given to persons on the list in the order that they are listed.
- (d) Relief employees shall be available for and shall accept relief assignments. At the Director's discretion, such employees may be excused from relief assignments provided

such refusal is based on medically certified illness or bereavement of a relation as defined in Article 25.

- (e) In the case of an unexcused refusal or an instance where the individual cannot be contacted for a relief assignment, the individual will be permanently removed from their position on the list and placed at the bottom of that list.
- (f) The aggregate number of unexcused refusals or instances where the individual cannot be contacted for a relief assignment shall not exceed five (5) in any twelve (12) month period. Should a relief employee exceed five (5) refusals or no-contacts as described herein, s/he will be permanently removed from the Relief eligibility list.
- (g) The process in (a) through (g) of this Article shall also be used for relief dispatchers.

40:05 Minimum Guarantee

The minimum length of any relief assignment shall be three (3) hours.

40:06 Sick Leave

With the exception of Articles 13:05 and 13:06 which shall not apply, the provisions of Article 13 will apply to Relief Employees with sick leave accrual under Article 13:01 being pro-rated based on actual time worked.

Sick Leave, once earned, may be retained from Relief Assignment to Relief Assignment and also carried over into permanent employment. However, should the employment terminate for any reason, the accrued sick leave will be cancelled without compensation to the relief employee.

40:07 Vacation

The provisions of Article 15 shall not apply and relief employees shall receive, in lieu of vacation, vacation pay amounting to 6% of gross bi-weekly earnings. Such vacation pay will be paid with the employees regular pay cheque.

40:08 Statutory Holidays

Compensation for statutory holidays is reflected in the base pay for all shift workers.

40:09 Recruiting

When a full time vacancy is to be filled and subject to Article 18:11, the relief employee appearing first on the Relief Eligibility List shall be offered the position. Should s/he decline that offer, the

relief employee appearing next on the list will be offered the position, and so forth. The application of this Article shall be such that relief civilian dispatchers shall be offered full-time civilian dispatcher positions **only**.

40:10 Bereavement Leave & Family Leave

The provisions of the Collective Agreement dealing with Bereavement Leave and Family Leave shall apply to Relief employees providing that circumstances giving rise to the leave occur after the employee starts a relief assignment and provided that any such leave shall end no later than the planned end of that relief assignment.

40:11 Salary

- (a) Relief employees shall be paid the hourly equivalent of the rates received by full time employees in their classification.
- (b) Relief employees shall progress through the steps of the pay scale (as stipulated in Schedule A) on the basis of accumulated hours of work with the equivalent of a six month period being 1092 accumulated hours worked; and one year being 2184 accumulated hours.

40:12 Severance

The provisions of Article 26 shall not apply to relief employees.

ARTICLE 41 - COURT TIME LEAVE

41.01 The employer shall grant leave of absence without loss of seniority to an employee who is subpoenaed to serve as a juror or witness in any court. The employer shall pay such employee the difference between his/her normal earnings and the payment s/he received for jury service or court witness excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

ARTICLE 42 - EDUCATION LEAVE

42:01 The Employer **and the Association** recognize the usefulness of Education Leave.

Career Development and Training.

- (a) Part-Time Courses:
 - (i) The course taken by an employee must either be job-related or be of an

orientation that would provide opportunity to future advancement by the employee within the Department.

- (ii) The employee must outline in writing the expected benefits to be derived by Council and by him/herself as a result of his/her doing the course, the cost for the course and any other relevant information.
- (iii) The employee must have the approval of the Director or designate and the Chief Commissioner before enrolling in the course, if any reimbursement for tuition, books, etc., is to be paid by the City. The City, upon approval of the employees enrolment in the course, will advance to the employee, if requested, the cost for tuition, books, etc. If advance, deductions will be made from the employee's pay cheque for this cost and reimbursement will be made to the employee once s/he has successfully completed the course.
- (iv) No reimbursement will be made until the employee has provided documented proof that s/he has successfully completed the course.
- (v) Permanent employees only may take advantage of reimbursement for courses.
- (vi) An employee may be required to complete an evaluation of the course(s) taken and s/he should identify the specific benefits derived by both the City and him/her as a result of having completed the course.
- (vii) The Employer shall pay One Hundred percent (100%) of the cost of a course approved by the Employer. If an employee's application for approval is denied, the employee shall be give the reason in writing.

42:02 Career Development Leave with Pay

- (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his/her career development and to the Department in achieving its goals. The following activities shall be deemed to be part of career development:
 - (i) a course given by the Employer;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.

- (b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause (a) above. The employee shall receive no compensation under Article 10 and Article 31 during time spent on career development leave provided for in this clause.
- (c) Employees on career development leave may be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

42:03 Education Leave Without Pay

- (a) The Employer recognizes the usefulness of Education Leave. Upon written application by the employee and with the approval of the Department, an employee may be granted education leave without pay for varying periods up to one (1) year, which may be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill his/her present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

As a condition of the granting of education leave without pay, an employee shall, if required by the Employer, give a written undertaking prior to the commencement of the leave to return to the service of the Department for a period of not less than the period of the leave granted.

If the employee:

- (i) fails to complete the course, or
 - (ii) does not resume employment with the Employer on completion of the course, or
 - (iii) ceases to be employed before termination of the period s/he has undertaken to serve after completion of the course, s/he shall repay the Employer all allowances paid to him/her under this Article during the education leave or such lesser sums as shall be determined by the Employer. This repayment may be recovered from any employment related source including pension plan contributions.
- (b) **While on leave without pay an employee shall not be entitled to benefits with the exception of group insurance provided the employee pays the full premium.**

42:04 Examination Leave with Pay

At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employees scheduled hours of

work. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his/her qualifications within the Department.

42:05 Education Leave with Pay

An employee who is upgrading his/her employment qualifications relating to his/her present classification through an Employer approved upgrading course during regular working hours shall be entitled to leave of absence without loss of pay and benefits.

42.06 Seniority Application

In cases where education leave with pay is approved by the Director, the Association shall make a recommendation on whether or not such leave merits the accrual of seniority in accordance with Article 20.06.

ARTICLE 43 - PHYSICAL AND MEDICAL FITNESS

43.01 Where the term firefighter is used, it shall be interpreted to mean a firefighter of any rank or assignment.

Where the term program is used it shall be interpreted to mean "The Fire Service Joint Labour Management Wellness and Fitness Initiative" program with such amendments as approved by the Director through recommendations made by the Steering Committee.

43.02 The aim of the Medical and Physical Fitness program for the St. John's Regional Fire Department is to promote and preserve medical and physical fitness of fire fighters that will positively influence job performance and personal health. Physical fitness standards are fundamental to this program and involve exercise prescription and counseling for those fire fighters who fail to meet the minimum standard. The standards are intended to be achievement goals and are not intended to be punitive in nature.

43.03 Given that fire fighting is one of the more physically demanding and dangerous civilian occupations, the purpose of this program is to ensure all firefighting personnel possess the necessary aerobic and anaerobic strength, endurance, agility, flexibility, dexterity and balance to carry out fire fighting duties as effectively and safely as possible. Decisions concerning an individual's performance capability along these performance criteria must be made on the basis of a relevant and valid individual assessment. Such an assessment is defined as one which accurately tests the capacities necessary to perform the job safely, efficiently and reliably. In order to ensure that assessment procedures are not carried out in a discriminatory fashion, they are to be administered to all fire fighters in the same manner.

43.04 The program consists of three basic components:

- **Initial and subsequent Medical Evaluation.**
- **Initial and subsequent Fitness Evaluation.**
- **Activity to improve or maintain fitness.**

43.05 Participation is a mandatory requirement for all suppression members of the St. John's Regional Fire Department who were hired during and/or since 1977. Employees hired during and / or since 1977 must undergo a medical as prescribed by the City.

All other employees may choose to participate in the fitness facility portion of the program on a voluntary basis, provided that they undergo the initial "basic medical exam" as required by the City. All other employees at their own request, may also choose to undergo the "more extensive medical" required by those who were hired during and/or since 1977.

Retirees may choose to continue to participate in the fitness facility portion of the program, provided that they have been enrolled in the program for one (1) continuous year prior to the date of their retirement. The physical fitness membership of Retirees will be paid to either the end of the calendar year they retire or on the anniversary date of their physical fitness membership, whichever comes first.

43.06 A steering committee will be established and will consist of three (3) members appointed by IAFF Local 1075 and the Occupational Health Nurse of the City. This committee will make recommendations to the Director of Regional Fire Services concerning the program.

43.07 All medical information will be treated in strictest confidence. Levels of fitness performed by individual fire fighters will be available to the City Doctor. Attendance records at gym sessions will be made available to the Director of Regional Fire Services on a quarterly basis. Where a fire fighter attends these sessions but does not participate according to the instructor's satisfaction, he will be referred to the Director of Regional Fire Services for appropriate action.

ARTICLE 44 - TRAINING

44.01 The Director recognizes the importance of a meaningful training program and will continue to provide both "in-house" training and training under the auspices of outside agencies or organizations.

The Association may bring to the attention of the Director particular training courses which it considers to be of value. The Director agrees to evaluate the merit of these

courses and the feasibility of providing them in light of the overall training requirements of the St. John's Regional Fire Department.

For employees working rotating shifts, it is agreed that time spent in training courses shall be considered as time worked, for the purposes of salary and benefits.

- 44.02 (a) Employer will post notice of all training courses for a period of 16 consecutive days inviting application. The Employer will indicate on the notice the applicable division(s) and/or rank to which applications will be considered. When the successful applicants have been chosen, notice of the same will also be posted. For the purpose of this clause, training courses will be defined as those courses organized by outside agencies or by the Training Officer, which require an employee to be on day shift.**
- (b) Management shall encourage all employees to upgrade themselves in approved courses and shall cover the cost of tuition and books for these courses. Time spent in such training courses shall be considered for the purpose of salary and benefits, to be time worked.**

ARTICLE 45 - TRANSFERS / JOB POSTINGS

- 45.01 (a) When a vacancy occurs in any position which may allow a current employee to laterally transfer from a position involving rotating shifts to a position involving non-rotating shifts or vice versa, notice of this vacancy shall be posted for a period of eight (8) consecutive days on each division's bulletin board.**
- (b) In accordance with Article 20, current employees shall be given priority by seniority in filling such vacancies, provided they are qualified and able to perform the duties required. Interested individuals shall be required to notify management, in writing, of their interest to transfer within those eight (8) consecutive days.**
- (c) When a vacancy occurs in any position which may allow a current employee to laterally transfer to a Temporary or a Special Assignment, notice of this vacancy shall be posted for a period of 16 consecutive days on each division's bulletin.**
- (d) Current employees shall have a full opportunity to apply and will be considered for vacancies inside the bargaining unit prior to any other applicants. Notwithstanding the foregoing, outside advertising for the purpose of filling vacancies or new positions in classifications inside the Bargaining Unit may be posted simultaneously with the internal posting.**

**SCHEDULE A
RATES OF PAY**

All classifications will receive the following pay increases:

December 31, 2004 4% December 31, 2005 2% December 31, 2006 1.5%
July 1, 2005 2% July 1, 2006 2%

	Ratio to Firefighter 37+ months	Rate at December 30 2003	December 31, 2004 4%	July 1, 2005 2%	December 31, 2005 2%	July 1, 2006 2%	December 31, 2006 1.5%
Recruit (0-6 mos)	55%	28,918	30,075	30,676	31,290	31,916	32,394
Recruit (7 - 12 mos)	65%	34,176	35,543	36,254	36,979	37,718	38,284
Firefighter (13-24 mos)	75%	39,434.00	41,011.00	41,831.00	42,668.00	43,522.00	44,174.00
Firefighter (25 - 36 mos)	90%	47,320.00	49,213.00	50,197.00	51,201.00	52,225.00	53,008.00
Firefighter (37+ mos)	100%	52,578.00	54,681.00	55,775.00	56,890.00	58,028.00	58,898.00
Communications Supervisor	100%	--	--	--	--	--	58,898.00
Communications Officer	121%	63,620.00	66,164.00	67,488.00	68,838.00	70,214.00	71,268.00
Lieutenant	111%	58,362.00	60,696.00	61,910.00	63,148.00	64,412.00	65,378.00
Captain	121%	63,620.00	66,164.00	67,488.00	68,838.00	70,214.00	71,268.00
Fire Inspector	100%	52,578.00	54,681.00	55,775.00	56,890.00	58,028.00	58,898.00
Senior Fire Inspector	111%	58,362.00	60,696.00	61,910.00	63,148.00	64,412.00	65,378.00
Fire Prevention Officer	121%	63,620.00	66,164.00	67,488.00	68,838.00	70,214.00	71,268.00
Assistant Fire Equipment Tech	75%	39,434.00	41,011.00	41,831.00	42,668.00	43,522.00	44,174.00
Fire Equipment Technician	100%	52,578.00	54,681.00	55,775.00	56,890.00	58,028.00	58,898.00
Civilian Dispatcher (0-12 mos)	60%	31,547.00	32,809.00	33,465.00	34,134.00	34,817.00	35,339.00
Civilian Dispatcher (13-24 mos)	70%	36,805.00	38,277.00	39,043.00	39,824.00	40,620.00	41,229.00
Civilian Dispatcher (25+ mos)	75%	39,434.00	41,011.00	41,832.00	42,668.00	43,522.00	44,174.00

Effective on the first day of the pay period immediately following the date of ratification of this agreement, the following "Unscheduled Duty" Allowances will be paid to all permanent employees in the following classifications on each pay period on a pro-rated basis:

- Civilian Dispatcher (all grades except Relief Dispatcher) \$55 per month
- Assistant Fire Equipment Technician \$55 per month
- Fire Equipment Technician \$75 per month

- Fire Fighter (all grades except Relief Fire Fighter) \$75 per month
- Lieutenant \$80 per month
- Captain \$95 per month

Effective on the first day of the pay period immediately following the date of ratification of this agreement, all Long Term Disability Group Insurance Premiums for eligible employees coming within the scope of this agreement will be fully paid by the employee.

SCHEDULE B REQUIREMENTS

Requirements for a Temporary Fire Fighter

- A. Attain NFPA Standards Level I, II, III.
- B. Standard First Aid and Oxygen Therapy
- C. CPR Certification
- D. SCBA/Smoke Tower
- E. SOPs
- F. Policy and Procedures
- G. City Act
- H. Communications
- I. Evaluation
- J. Examinations
- K. Dangerous Goods Level I

Requirements for a Fire Fighter (Suppression)

- A. Annual Fire Department Exam - Must pass to qualify for eligibility to write promotional qualifying exam upon failure, write supplementary exam
- B. Driver Education Course
- C. Pump Operators Course
- D. Aerial/Snorkel Course (Power Line Hazards)
- E. Dangerous Goods Level II
- F. Preservation of Evidence
- G. Court Room Procedure
- H. Fire Attack
- I. Fire Command
- J. SCBA

Promotional Pre-Requisites for Fire Lieutenant and Senior Fire Inspector

- A. Meet the requirements of Article 18 in the Collective Agreement
- B. Meet the requirements of a Fire Fighter
- C. Introduction to Officer Training, e.g. Making a Difference
- D. Junior Officer Administration Course (see note 1 and 3)
- E. Effective Presentation

Promotional Pre-Requisites for Fire Captain

- A. Meet the requirements of Article 18 in the Collective Agreement
- B. Meet the requirements of a Fire Lieutenant
- C. Senior Officers Administration Course (see note 2 and 3)
- D. Media Relations Course

- E. Working knowledge of S.J.R.F.D. Emergency Contingency Plan

Promotional Pre-Requisites for Training Officer (Captain)

- A. Meet the requirements of Article 18 in the Collective Agreement
- B. Communications Skills Course
- C. Course Development Syllabi
- D. Meet pre-requisites for Fire Captain
- E. Senior Officers Administration Course (see note 2 and 3)

Pre-Requisites for Fire Prevention Officer

- A. As per Article 18
- B. Senior Officers Administration Course (see note 2 and 3)
- C. Working knowledge of Department Contingency Plan
- D. Media Relations Course
- E. Public Speaking/Effective Presentation
- F. Fire Investigation Level I and II
- G. National Building Code Course
- H. NFPA Life Safety Code 101 Course
- I. National Fire Code Course
- J. Propane Installation Code Course
- K. Solid Fuel Burning Appliances and Equipment Code Course
- L. Oil Burning Equipment Code Course
- M. Courtroom Procedure

Pre-Requisite for Communications Officer

- A. Valid D.O.C. Radio Communications Licence
- B. Senior Officers Administration Course (see note 2 and 3)
- C. Working knowledge of Department Contingency Plan
- D. Public Speaking/Effective Presentation
- E. Courtroom Procedure Course
- F. Emergency Telecommunications Course
- G. As per Article 18
- H. Meets requirements for a Fire Captain

Note 1: This course shall mean a certificate in “Fire Service Leadership” or an equivalent certificate acceptable to the Director of Regional Fire Service. The courses in the “Fire Service Leadership” certificate program shall be correspondence courses as follows:

- Station Officer: Dealing with People
- Station Officer: Dealing with New Operations
- The Environment of the Fire Station.

Note 2: This course shall mean courses taken in “Certificate in Fire Service Administration” or an equivalent certificate acceptable to the Director of Regional Fire Service. The courses in the “Certificate in Fire Service Administration” program shall be correspondence courses as follows:

- Fire Suppression Management
- Personnel Management in the Fire Service I
- Personnel Management in the Fire Service II

These courses cannot be completed unless or until the courses listed in note 1 have been completed.

Note 3: The prerequisites for note 1 shall come into effect at March 2003. The prerequisites for note 2 shall come into effect at March 2005. These courses will be awarded based on seniority and eligibility for appropriate promotion.

**SCHEDULE C
COMMUNICATIONS CENTER SHIFT**

42 hour work week schedule - Schedule rotates every 16 weeks
 4 PLATOONS - 2 SHIFTS - 10 & 14 HOUR WORK PERIODS
 2 DAYS - 2 NIGHTS - 2 DAYS OFF: 2 DAYS - 2 NIGHTS - 6 DAYS OFF

WEEK OFF	SHIFT	SUN	MON	TUES	WED	THUS	FRI	SAT
	8 a.m. - 6 p.m.	1	1	3	3	2	2	4
	6 p.m. - 8 a.m.	2	2	1	1	3	3	2
	8 a.m. - 6 p.m.	4	3	3	1	1	4	4
	6 p.m. - 8 a.m.	2	4	4	3	3	1	1
	8 a.m. - 6 p.m.	2	2	1	1	3	3	2
	6 p.m. - 8 a.m.	4	4	2	2	1	1	3
	8 a.m. - 6 p.m.	2	4	4	3	3	1	1
	6 p.m. - 8 a.m.	3	2	2	4	4	3	3
	8 a.m. - 6 p.m.	4	4	2	2	1	1	3
	6 p.m. - 8 a.m.	1	1	4	4	2	2	1
	8 a.m. - 6 p.m.	3	2	2	4	4	3	3
	6 p.m. - 8 a.m.	1	3	3	2	2	4	4
	8 a.m. - 6 p.m.	1	1	4	4	2	2	1
	6 p.m. - 8 a.m.	3	3	1	1	4	4	2
	8 a.m. - 6 p.m.	1	3	3	2	2	4	4
	6 p.m. - 8 a.m.	2	1	1	3	3	2	2
	8 a.m. - 6 p.m.	3	3	1	1	4	4	2
	6 p.m. - 8 a.m.	4	4	3	3	1	1	4
	8 a.m. - 6 p.m.	2	1	1	3	3	2	2
	6 p.m. - 8 a.m.	4	2	2	1	1	3	3
	8 a.m. - 6 p.m.	4	4	3	3	1	1	4
	6 p.m. - 8 a.m.	2	2	4	4	3	3	1
	8 a.m. - 6 p.m.	4	2	2	1	1	3	3
	6 p.m. - 8 a.m.	1	4	4	2	2	1	1
	8 a.m. - 6 p.m.	2	2	4	4	3	3	1
	6 p.m. - 8 a.m.	3	3	2	2	4	4	3
	8 a.m. - 6 p.m.	1	4	4	2	2	1	1
	6 p.m. - 8 a.m.	3	1	1	4	4	2	2
	8 a.m. - 6 p.m.	3	3	2	2	4	4	3
	6 p.m. - 8 a.m.	1	1	3	3	2	2	4

8 a.m. - 6 p.m.	3	1	1	4	4	2	2
6 p.m. - 8 a.m.	4	3	3	1	1	4	4

**MEMORANDUM OF UNDERSTANDING # 1
GOULDS STATION**

The City of St. John's and IAFF Local 1075 agree that, notwithstanding any interpretation of any provision of the Collective Agreement, as long as it remains operational the Goulds Fire Station be staffed by four (4) paid fire fighters to cover the day shift, Monday to Friday, forty (40) hours per week, with the balance of fire protection coverage being provided by volunteer fire fighters.

The City will recognize the IAFF as the bargaining agent for these paid fire fighters at the Goulds Fire Station and further the parties acknowledge and agree that the volunteer fire fighters at the Goulds Fire Station are not represented by the IAFF and therefore are not covered by the language of the Collective Agreement.

MEMORANDUM OF UNDERSTANDING # 2
DISCIPLINARY PROCEDURES

Both parties agree to strike a joint working group, the purpose of which is to review the disciplinary regulations pursuant to the City of St. John's Act as referenced in article 8.01. This review will take place within 6 months of ratification of this collective agreement and the results will be presented to both parties for future collective bargaining or inclusion in the current collective agreement if mutually agreed.

**MEMORANDUM OF UNDERSTANDING # 3
HANDWRITTEN MOU REGARDING ARTICLES 14:06, 14.07, 14.08
AND
MOU: INJURY ON DUTY DATED APRIL 10, 1997**

This will acknowledge that the above noted MOU exists and its terms will be enforceable and form part of this collective agreement.

**MEMORANDUM OF UNDERSTANDING # 4
EMPLOYEE LEAVE PROGRAM**

Purpose **To enable employees to receive time off work for a period of one (1) year.**

Policy Statement

- 1. Approval must be first obtained from the Department Head before an employee can participate in this program and the granting or denial of such approval shall be solely at the discretion of the Department Head after consultation with the Director of Human Resources.**
- 2. When approval is obtained it is to be forwarded to the Department of Human Resources for processing.**
- 3. An employee has the option of salary deferment or taking leave without pay.**
- 4. If salary deferment is chosen the permitted time frame and salary would be handled in one of the following ways. Either:**
 - (a) The employee will receive 66.67% of his/her normal salary for two years, with the employee taking leave for the third year. OR:**
 - (b) The employee will receive 75% of his/her normal salary for three years, with the employee taking leave for the fourth year. OR:**
 - (c) The employee will receive 80% of his/her normal salary for four years, with the employee taking leave for the fifth year.**
- 5. During the period of leave there shall be no credits for Annual Leave or Sick Leave; no accrual of seniority; and the employee will be responsible for 100% of their benefits.**
- 6. With respect to pension, if salary deferment is chosen, contributions will continue to be made to the plan based on the adjusted salary as outlined above including the year taken as leave. In the case of leave without pay, no pension contributions are to be made and therefore there will be no credit of service for that year.**

MEMORANDUM OF UNDERSTANDING #5
GROUP INSURANCE PLAN

The level of benefit coverage and the allocation of cost at ratification of this agreement for group insurance will only be changed by mutual agreement between the parties. The City maintains the right to establish the means and mechanisms of coverage.

**MEMORANDUM OF UNDERSTANDING # 6
SPECIAL PROJECTS OFFICER, TRAINING OFFICER, COMMUNICATIONS
OFFICER AND FIRE PREVENTION DIVISION**

The parties agree to the following staffing changes with respect to the positions of Special Projects Officer, Training Officer, Communications Officer, and the Fire Prevention Division. This agreement is contingent on the parties agreeing to MOU "Fire Lieutenant" dated 2004/04/16.

(A) Special Projects Officer / Training Officer

- (1) When both positions become vacant on 2004/05/01 a Training Division will be created.**
- (2) The Division will be headed by a Training Officer, rank and pay of Captain.**
- (3) The Division will include two (2) Assistant Training Officers, rank and pay of Lieutenant.**
- (4) There will be a lock-in period of three (3) years, unless otherwise mutually agreed by both parties.**
- (5) Positions will be posted in accordance with the current Collective Agreement.**
- (6) Incumbents in this Division will accrue Divisional Seniority, like that of the Fire Prevention Division.**

(B) Communications Officer

- (1) There will be a lock-in period of three (3) years, unless otherwise mutually agreed by both parties, when filling all future positions.**
- (2) The current incumbent will be held to the current collective agreement.**

(C) Fire Prevention Division

- (1) There will be a lock-in period of three (3) years, unless otherwise mutually agreed by both parties, in all future positions filled in the Fire Prevention Division.**
- (2) Positions will be posted in accordance with the current Collective Agreement.**
- (3) Current incumbents will be held to the current Collective Agreement.**

**MEMORANDUM OF UNDERSTANDING # 7
FIRE LIEUTENANTS**

The parties agree to the following understanding with respect to staffing of Fire Lieutenants, based upon the current arrangement of 2 Aerials and 3 Rescue Units. This agreement is contingent on the parties agreeing to Memorandum of Understanding “Special Projects Officer, Training Officer, Communications Officer and the Fire Prevention Division” dated April 16, 2004 and replaces Memorandum of Understanding “Fire Lieutenants” dated April 4, 2004.

- 1. 24 Fire Lieutenants will be permanently assigned and maintained on the roster in the Suppression Division.**
- 2. Fire Lieutenants temporarily assigned to Fire Captain will be replaced by a Firefighter from the “Promotional roster for Fire Lieutenant” when it results in the number of Lieutenants on duty each shift at or below five (5); acting assignments for Lieutenants will be made up as per similar protocol for Fire Captains.**
- 3. One (1) Fire Lieutenant will be pre-assigned/ assigned to each of the Aerials and Rescue Units for each shift.**
- 4. Permanent Fire Lieutenants will be placed on apparatus with/as a Firefighter in the event there are any additional permanent Fire Lieutenants on duty on any given shift.**

MEMORANDUM OF UNDERSTANDING # 8
ENHANCED RETIREMENT PACKAGE
FOR MEMBERS UNDER THE CITY OF ST. JOHN'S PENSION PLAN

Effective October 1, 2005 IAFF 1075 members contributing to the City of St. John's pension plan will receive enhanced benefits under that plan as follows:

- (a) Members will be eligible to retire with an unreduced pension when they have attained both age 55 and 25 years of credited service under the plan.
- (b) Retiring members (even those not eligible for an unreduced pension) will receive a bridge pension equal to 0.6% of the best 5 years average earnings up to the average YMPE multiplied by credited service. The bridge pension will be equal to a minimum of \$500.00 per month, and will be payable for a period of five (5) years or to age 60 if earlier, subject to limitations of the income tax act.

In consideration of these plan improvements employees will contribute an additional 1.95% of basic pay effective October 1, 2005. The employer will also contribute 1.95% of basic pay effective October 1, 2005.

IN WITNESS WHEREOF the parties hereto have hereunto their hands and seals subscribed and set on the day and year first before written.-

THE CITY OF ST. JOHN'S

**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS**

Andy Wells, Mayor
City of St. John's

Charles Nurse, President
IAFF Local 1075

Steve Kent, Mayor
City of Mount Pearl

Ricky DeHann, Member
Bargaining Committee

Keith Coombs, Co-Chair
Regional Fire Committee

John Hussey, Member
Bargaining Committee

Ed Grant, Co-Chair
Regional Fire Committee

Scott Tilley, Member
Bargaining Committee

Ron Penney, Chief Commissioner and
City Solicitor, City of St. John's

Dave Burry, Member
Bargaining Committee

Gerard Lewis, Chief Administrative Officer
City of Mount Pearl

Kevin Breen, Director of Human Resources
City of St. John's

Michael J. Dwyer, Director of Regional Fire Services (Fire Chief)

James Oxford, Operations Manager
City of Mount Pearl

Sherry Hedges, Management Analyst
City of St. John's

Jill Purcell, Employee Relations Officer
City of St. John's