

COLLECTIVE AGREEMENT BETWEEN

THE CITY OF FREDERICTON

AND

**THE
FREDERICTON FIREFIGHTERS' ASSOCIATION
LOCAL 1053**

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

2006 JULY 01 TO 2011 JUNE 30

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THIS AGREEMENT, made in triplicate the ____ day of April, 2008.

BETWEEN THE CITY OF FREDERICTON, hereinafter called the "Employer" of the First Part;

AND THE FREDERICTON FIREFIGHTERS' ASSOCIATION, LOCAL 1053, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter called the "Union" of the Second Part.

WHEREAS it is the intention and purpose of the parties of this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Employer, the employees, and the Union and to improve the quality of service to the public and to promote the well-being and the increased productivity of its employees to the end that the citizens will be well and efficiently served; accordingly, the parties hereto set forth certain terms and conditions of employment relating to pay, hours of work and other related terms and conditions of employment affecting employees covered by this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - APPLICATION OF AGREEMENT

1.01 This Agreement is binding on the Union, the Employer and the employees.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the classifications listed in Schedule A and D attached.

2.02 If a new classification comes within the scope of the bargaining unit, the wage rates and hours of work shall be negotiated within sixty (60) days of the establishment of the classification. If the parties cannot agree, the unresolved issue shall be referred to binding arbitration under Article 9 of this agreement.

2.03 No classification shall be removed from the bargaining unit except through mutual agreement between the parties or through a decision of the Industrial Relations Board.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The parties hereto agree that it is exclusively the right of the Employer to manage the Fire Department in all respects, except as specifically limited by the terms of this Agreement.

The Employer agrees that these rights shall be exercised fairly and reasonably and in a manner consistent with the Agreement.

ARTICLE 4 - MANAGEMENT-LABOUR RELATIONS

4.01 The Employer and the Union acknowledge the mutual benefits to be derived from joint consultation and hereby continue the Mutual Interest Committee. The Committee shall consist of an equal number of members appointed by the Union and the Employer.

4.02 Mutual Interest Committee meetings shall be conducted under the format of the Municipal Sector Labour/Management Decision-Makers Committee, which has been agreed upon by both Labour and Municipalities on 1997 March 14.

4.03 The Committee shall not have any power to alter, amend, add to, or modify the terms of this Agreement.

ARTICLE 5 - UNION MEMBERSHIP AND DUES

5.01 The Employer agrees to deduct from the salary of each employee who occupies a position in one of the classifications set forth in Schedule A and D attached, a sum equal to that which an individual Union member pays to the Union for dues, and to remit the sum deducted to the Treasurer of the Union when the regular Union dues are so remitted.

5.02 The Union agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this Article.

ARTICLE 6 - CONTINUANCE OF OPERATIONS

6.01 There shall be no strikes, walkouts or lockout during the term of this Agreement.

ARTICLE 7 - DISCIPLINE

- 7.01 No employee who is a member of the bargaining unit may be demoted, suspended or dismissed except for just cause.
- 7.02 The City shall have the right to appoint new members to the Fire Department on a probationary period. The probationary period shall commence upon date of hire and shall conclude upon completion of 12 months of Fire Department active service. During this probationary period the Employer shall have the right to dismiss such employees and shall not be subject to grievance procedures as outlined in this Agreement. The probationary period of an employee may be extended beyond twelve (12) months by mutual agreement between the Employer, the Union and the employee.
- 7.03 Where an employee is suspended without pay or discharged the Employer shall, within five (5) days of the suspension or discharge, notify the employee in writing by registered mail or by personal service stating the reason for the suspension or discharge. Notice of the fact of disciplinary action shall, at the same time, be forwarded to the Secretary of the Union.
- 7.04 When an employee alleges that he has been suspended or discharged in violation of Article 7.01 above he may, within ten (10) days of the date on which he was notified in writing, invoke the grievance procedure as set forth in this Agreement.
- 7.05 The record of an employee shall not be used against him after twenty-four (24) months following the period such action was taken and shall not be used after eighteen (18) months providing the employee makes application to the Fire Chief and there has been no recurrence of a similar nature.
- 7.06 A suspension without pay may be for a specified period of time not exceeding eight (8) working days.
- 7.07 Employees shall have access to their own personal file, upon request to the Fire Chief or his/her designate, during normal office hours.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 The Association shall advise the Employer of the members of its Grievance Committee with any changes in appointment from time to time.

8.02 When an employee alleges that the Employer has failed any provision of this Agreement, he shall first attempt to resolve the situation through discussion with his immediate superior and, failing satisfactory resolution, the following procedure shall apply:

Step One: The employee may, within ten (10) days after the alleged grievance has arisen, present the matter in writing to the Deputy Chief Operations or his designate and failing a reply satisfactory to the employee within forty-eight (48) hours of presentation, he may proceed to Step Two.

Step Two: Within ten (10) days from the expiration date referred to in Step One, the employee may present his grievance in writing to the Fire Chief. If the employee does not receive a reply or satisfactory settlement within ten (10) days from the date on which he presented his grievance to the Fire Chief, he may proceed to Step Three.

Step Three: Within ten (10) days from the expiration date referred to in Step Two, the employee may present his grievance in writing to the City Administrator or designate. If the employee does not receive a reply or satisfactory settlement of his grievance within ten (10) days of presenting the grievance at this level, he may refer the grievance to Arbitration as provided for in Article 9 within ten (10) days from the date herein limited for a reply or satisfactory settlement.

8.03 The Parties acknowledge the benefit of prompt and effective resolution of grievances and agree that grievance mediation is one method of accomplishing this. It is therefore agreed the Memorandum of Understanding on Grievance Mediation as designed by the Municipal Sector Labour/Management Decision Makers' Committee may be applied at any step of the Grievance Procedure after Step 1.

8.04 If advantage of the provisions of this section is not taken within the time limits specified herein, the matter in dispute shall be deemed to have been abandoned and cannot be re-opened unless such time limits are extended by mutual agreement of the parties. For the purposes of this Article, "days" shall mean business days; that is, days when City offices are open for normal business.

- 8.05 The Employer and the Union shall have the right to file a general policy grievance which shall be filed at Step Three of the Grievance Procedure and thereafter the aggrieved party may proceed directly to arbitration within ten (10) days.
- 8.06 The party filing a grievance shall stipulate the Article or Articles of the Agreement which he alleges have been violated and the grievance shall be processed, including arbitration, on the basis of such allegation.
- 8.07 At any hearing an employee affected may act on his own behalf and may be accompanied by a representative or agent of his choice.

ARTICLE 9 - ARBITRATION

- 9.01 Where a difference arises between the parties relating to the interpretation, application or administration 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, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the person appointed to the arbitration board by the party giving the notice. The party to whom the notice is given shall, within five (5) days of receiving the notice, name the person whom it appoints to the arbitration board and shall advise the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairman. Where the party receiving the notice fails to appoint a member to the arbitration board, or where the two appointees of the parties fail to agree upon a Chairman within the time limit, the Minister of Labour for New Brunswick, upon the request of a party to the Agreement, shall appoint a member on behalf of the party failing to make an appointment, or shall appoint a third member as the case may be and, where the case requires, shall appoint both. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or Employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is not a majority, the decision of the Chairman shall be the decision of the arbitration board.
- 9.02 The arbitration board shall not have the power to alter, modify or amend the terms of this Agreement. Its sole function shall be to interpret the meaning of this Agreement.

9.03 If advantage of the provisions of this Article have not been taken within the time limits stipulated herein, the matter shall be deemed to be abandoned and cannot be re-opened unless such time limits are extended by mutual agreement of the parties.

ARTICLE 10 - HOURS OF WORK

10.01 All employees shall work a forty-two (42) hour week on a four (4) Platoon System with a ten (10) hour day shift and a fourteen (14) hour night shift.

10.02 This Agreement shall not prevent an employee's Deputy Chief Operations or his designate from granting the request of the employee to exchange shifts or days off duty with another employee.

10.03 The hours of work for the Training Division, and Fire Prevention Bureau employees shall be 38.75 hours per week. Employees of the Training Division and Fire Prevention Bureau shall be entitled to overtime pay for hours worked in excess of the normal work week for firefighting functions only.

Fire Prevention Division Investigators will be assigned to an on call roster as determined by the Fire Chief or his designate.

- The on-call work period is in excess of an employee's normal work week.**
- In the event the primary investigator is absent due to any reason, another qualified Fire Investigator will fill the on call position.**
- While on call, the Fire Inspector/Investigators will immediately respond to all requests for their presence at emergency incidents, special events, etc where they are needed.**
- Employees assigned to on-call duties receive pay (straight time) for two (2) hours/week day and eight (8) hours/weekend day or paid statutory holiday for on-call responsibilities.**
- With authorization from the Division Chief of Prevention and Investigation or his designate, this arrangement does not prohibit the on call investigator from trading on call shifts.**

- **While on approved leave, including the weekend before and the weekend after, Fire Investigators will not be compelled to be on call.**

- 10.04 Manpower shortage may require an employee to remain on duty until a replacement can be located. The employee shall be reimbursed for this time at time and one-half (1-1/2) for each hour, provided that more than fifteen (15) minutes has elapsed before a replacement reports to take up his position.
- 10.05 Compensation for overtime work shall be paid either through pay or equivalent time off. Should an employee opt for equivalent time off, it is understood that such time off shall be scheduled at a time through mutual agreement. If an employee has not taken equivalent time off within six (6) months of the time worked, he shall be paid for such time worked at the overtime rate.
- 10.06 Accumulated time off cannot be carried into another fiscal year except with the approval of the Fire Chief. Any interest on the part of an employee to carry accumulated overtime beyond December 31st shall be identified to the Fire Chief before November 30th.

ARTICLE 11 - SALARIES & WAGES

- 11.01 The rates of pay for employees shall be in accordance with the rates set out in the attached Schedule A and D, which forms part of this Agreement.
- 11.02 The Employer shall pay salaries every second Thursday and shall at that time provide each employee with an itemized statement of wages and deductions.
- 11.03 When an employee is called out for fire fighting, standby duty or a mandatory meeting, the employee shall be paid for a minimum of four (4) hours at the rate of time and one-half (1.5). The four (4) hour minimum shall not apply if the call out is contiguous with the employee's regular work period; however, the rate of time and one-half (1.5) shall apply.
- 11.04 All employees temporarily assigned to a position of higher classification shall be paid at the higher rate for such time worked. Fire Prevention personnel that assumes command of a fire scene will receive the rate of pay equivalent to captain.
- 11.05 The Employer shall keep and post in all stations a complete record of all shifts worked as overtime.

- 11.06 Recruit firefighters shall advance through the various stages leading to a level of First Class Firefighters in accordance with Schedule A attached, provided that no employee shall be appointed to the classification of First Class Firefighter until he has completed the International Fire Service Accreditation Congress (IFSAC) Accredited Firefighter Level 1 and IFSAC Accredited Firefighter Level 2 training program and that the IFSAC Accredited Firefighter Level 1 and IFSAC Accredited Firefighter Level 2 training program is made available to employees within 42 months from date of hire.

ARTICLE 12 - VACATIONS

- 12.01 Every employee shall have two (2) weeks vacation with pay after one year of continuous service.
- 12.02 In scheduling the vacation period of an employee, the Department Head shall, as far as reasonably possible, give effect to the wishes of employees having greater seniority with the Fredericton Fire Department. Seniority for vacation entitlement is based on continuous service with the City of Fredericton with the exception of Relief Firefighters whose seniority for vacation entitlement is based on initial date of hire with the Fredericton Fire Department.
- 12.03 In addition to any other vacation to which an employee is entitled, an employee, after two (2) years of service, shall have an additional week of vacation with pay to be taken at a time to be scheduled by the Department Head.
- 12.04 An employee who has completed nine (9) years of service shall receive an additional week of vacation in addition to that set forth in Article 12.03.
- 12.05 An employee who has completed eighteen (18) years of service shall receive an additional week of vacation in addition to that set forth in Article 12.04.
- 12.06 Vacation pay shall be paid on the day preceding the employee's vacation period upon the request of the employee one (1) full week prior to such pay day.
- 12.07 Vacation periods shall not be cumulative from year to year, with the exception that a vacation carry-over shall be permitted for a firefighter on Workers' Compensation or LTD.
- 12.08 Vacations and paid leave in lieu of statutory holidays may be scheduled at any time during the calendar year.

- 12.09 An employee receiving Workers' Compensation benefits for a period in excess of six (6) months shall not accumulate vacation credits for that period which exceeds six (6) months.
- 12.10 An employee who becomes hospitalized or confined to residence under the order of a physician may have such vacation days rescheduled provided that he has notified the Employer immediately and that he produces a medical certificate, satisfactory to the Employer, explaining such confinement.
- 12.11 Notwithstanding Article 12.07 and the New Brunswick Employment Standards Act, up to two members per shift in lieu of taking vacation earned in each year of a specified two-year period, may take two years vacation entitlement in any one year for the purpose of an extended vacation trip. This vacation to be taken during the first four months of the year and be indicated during the normal selection period. Members applying under this article shall do so by October 31 of the year prior to the year in which vacation will be foregone. Such vacation shall be granted on the basis of seniority at the discretion of the Chief.

ARTICLE 13 - STATUTORY HOLIDAYS

- 13.01 All employees shall receive one (1) day paid leave for each of the following holidays each year. Fire suppression employees not scheduled to report for duty on a day set out below are nevertheless entitled to the one (1) day paid leave referred to herein:
- a) New Year's Day;
 - b) Good Friday;
 - c) Easter Monday
 - d) The day scheduled by proclamation of the Governor-in-Council for the celebration of the birth of the Sovereign;
 - e) Canada Day;
 - f) New Brunswick Day;
 - g) Labour Day;
 - h) The day scheduled by proclamation of the Governor-in-Council as a general day of Thanksgiving;
 - i) Remembrance Day;
 - j) Christmas Day;
 - k) Boxing Day; and,
 - l) Any other day proclaimed as a Provincial, National or Municipal Holiday.
- 13.02 Any employee who becomes ill on his paid leave in lieu of statutory holidays shall be entitled to claim another working day as a statutory holiday under the same provisions as in Article 12.10.

ARTICLE 14 - SICK LEAVE

14.01 Sick leave shall accrue to each employee in the bargaining unit at the rate of twelve (12) hours per calendar month of employment to a maximum of fourteen hundred and forty (1440) hours. Accumulation shall commence during the month that the employee is appointed regardless of the day of the month on which the employee commences employment.

It being agreed, however, that employees on strength at (date of signing) who have accumulated more than 1440 hours, may retain up to 1800 hours of sick leave, but will not accumulate additional sick leave until their credits drop below 1440 hours and thereafter will only accumulate to 1440 hours.

14.02 Sick leave may be taken by an employee during the first six (6) months of employment.

14.03 The Employer reserves the right to require such proof of illness as is deemed necessary by the Employer before being obligated to make any payment of sick leave under this Article.

14.04 A deduction shall be made from an employee's accumulated sick leave credits for each working hour that the employee is on sick leave.

14.05 The Employer may not be obligated to apply sick leave credits to an employee as a result of injury, if such injury was sustained in any employment outside the employee's job-related duties, and for which the employee is eligible for Workers' Compensation or Canada Pension Plan benefits.

14.06 Proven abuse of sick leave shall be considered just cause for dismissal, subject to the grievance procedure as outlined in Article 8.

ARTICLE 15 - SICK LEAVE BANK

15.01 All sick leave accruing to employees over and above fourteen hundred and forty hours (1440) shall be credited to the Sick Leave Bank until contributions collectively result in an accumulation of ten thousand (10,000) work hours.

15.02 The Union shall receive a complete record of hours on credit for members individually, and total hours credited to the bank, at the end of each fiscal year.

15.03 Applications for an allotment from the sick leave bank may be made by an employee who has suffered a major illness or who has suffered an injury,

which is not compensatory under the Worker's Compensation Act, and shall be subject to the approval of the Union Executive and of the City upon production of appropriate medical certificates.

- 15.04 No allotment from the Sick Leave Bank shall be approved unless and until the employee concerned has exhausted his entire annual accrued sick leave allotment, and all his annual holidays.

ARTICLE 16 - PAY FOR COURT ATTENDANCE

- 16.01 An employee who is required to attend Court or other judicial proceeding, during his/her time off, on a matter arising from his/her employment with the Employer, shall be compensated at the rate of time and one-half (1.5) for time so worked, subject to a minimum call period of four (4) hours.
- 16.02 When an employee is on scheduled vacation or statutory holidays and is called back to duty, he/she shall be paid a minimum of eight (8) hours pay at time equal to time and one-half (1.5).

ARTICLE 17 - LEAVE FOR ASSOCIATION BUSINESS

- 17.01 The Employer shall provide a total of up to three hundred and sixty (360) hours annually for leave of absence with pay to members of the bargaining unit for the purpose of attending association meetings, conventions and seminars.
- 17.02 In the interest of proper fire coverage, the Fire Chief shall have the right to deny time off under this Article.
- 17.03 Any employee required to work overtime through the application of this Article shall be compensated at the straight time rate rather than the overtime rate.
- 17.04 The parties agree that forty-eight (48) hours notice, except in the case of an emergency, shall be given by the employee seeking to access union time. At the time that the notice is given by the employee, he or she shall state the reason for his / her absence from work.
- 17.05 If the employee is scheduled to work on a day for which he / she seeks leave of absence in accordance with Articles 16 and 17, he / she will be paid at the regular rate. If the employee is not scheduled to work, he / she will not be paid for the period of attendance at meetings described in 17.01.

ARTICLE 18 - LEAVE OF ABSENCE

- 18.01** **The Employer shall consider any reasonable request for leave of absence with or without pay.**

- 18.02** **An annual leave with pay of up to 24 hours may be approved by the Fire Chief or his/her designate for the immediate and temporary care of a member of the employee's immediate family. The Fire Chief or his/her designate may grant such additional leave, as he/she deems appropriate in the circumstances.**

- 18.03** **Subject to the approval of the Fire Chief or his/her designate, employees may be granted leave of up to three (3) days with pay in the event of being left homeless through fire, flood, or act of God.**

- 18.04** **In the event of a death of an immediate family member including a spouse (common-law partner) or child, an employee upon request shall be entitled to leave with pay of up to five (5) days. In the event of a death of a mother, father, sister, brother, mother/father-in-law, grandparents, or grandchildren, employees covered under this agreement shall be entitled to up to three (3) days paid leave. The Fire Chief or his/her designate may grant such additional leave, as he/she deems appropriate in the circumstances.**

ARTICLE 19 - BOARD OF DOCTORS

- 19.01** **Each employee shall be required to undergo a standardized medical examination annually, during the month of the Employee's birthday, at the expense of the Employer by a medical doctor of the employee's choice using the annual medical report accepted by the Parties.**

- 19.02** **Where any question arises concerning the fitness for continued employment of an employee, the fitness for duty of that employee shall be determined by a Board of Doctors at the request of either the employee or the Employer. The Board shall consist of one (1) doctor appointed by the Employer, one (1) doctor appointed by the employee, and third doctor selected by the other two (2) doctors. A written report shall be forwarded to all parties concerned. The employee and the Employer shall each pay their own appointee and divide the payment of the third equally.**

- 19.03** **If a Board of Doctors determines that an employee is unable to carry out the duties of his/her position because of physical or psychological disability, but is able to perform an alternate function within the Fire Department and a position which can accommodate this disability becomes available or can be reasonably provided, and the employee meets the requirements for this alternate function, the employee shall be assigned to such position. If there**

is more than one disabled employee able to perform the alternate function, a competition will be held with the position being filled by the employee having the most seniority and who meets the minimum requirements for the position. If seniority is the same, the employee disabled the longest will be appointed. Once assigned to a position, the employee shall retain that position until they return to normal functions or the assignment ends. It being recognized that the employee may be returned to his/her regular duties as soon as his/her medical condition permits.

- 19.04 If the Board of Doctors determines that an employee is unable to carry out the full duty of the position because of physical or psychological disabilities, the Employer shall make every reasonable effort to obtain other employment for such employee.

ARTICLE 20 - PROMOTIONS AND STAFF CHANGES

- 20.01 It is the policy of the Department to provide equal opportunity for promotion to all members of the Department, and to encourage career development and promotional opportunity for such employees.

- 20.02 Upon deciding to fill a vacant position, the Employer agrees to notify the Union and, wherever possible, to post notice of the vacancy for thirty (30) days. The applications shall be processed and the position filled within sixty (60) working days of the closing of the posting or the Union shall be notified in writing of the reason for any delay.

- 20.03 In assessing applicants for senior positions within the bargaining unit, due consideration shall be given to the results of practical, written and oral examinations, department records, education, experience and seniority, and personal suitability.

- 20.04 In making an appointment to a senior position within the bargaining unit, the employee attaining the best overall result on factors outlined in 20.03 shall be promoted, provided that he attains a qualifying score. Such promotions shall follow the progressive steps through the rank structure (e.g. Firefighter to Lieutenant, Lieutenant to Captain, Captain to Platoon Captain).

- 20.05 When a Platoon Captain, Captain or Lieutenant position becomes vacant in Fire Suppression, it will be filled immediately from the existing list of eligible employees provided it is within the two (2) year anniversary period of the last promotion routine.

- 20.06 An employee promoted to a senior position shall serve a six (6) month probationary period in the higher position. An employee who does not satisfactorily complete the six (6) month probationary period in the higher classification shall revert to his/her former position without loss of seniority.
- 20.07 Eligibility lists as a result of in-service competitions shall be valid until superseded by the new eligibility lists. In-service competitions will be held every two (2) years or sooner if required. If an in-service competition is required prior to expiry of the two (2) year period from the last competition, the existing eligible members will hold their position until the original two (2) year time period has expired and the new eligibility list will expire December 31 of the same year as the original eligibility list.
- 20.08 Employees who have completed eight years of service with the Department are eligible to compete for senior positions. Seniority for the purpose of promotions will be determined by date of hire with the Fredericton Fire Department.**
- 20.09 Candidates undertaking tests for promotions in the department shall be credited one (1) additional point for each year of service in the Fredericton Fire Department after five (5) years, to a maximum of ten points. Seniority points assigned pursuant to this Article will be given in fractions of one twelfth (1/12) point per completed month after five (5) years of service, to a maximum of ten (10) points up to and including twelve (12) midnight December 31 of the year of the competition.
- 20.10 Each candidate shall have the opportunity to view his/her entire promotional routine results within thirty (30) days of the final eligibility list being posted on request to the Fire Chief or his/her designate.

ARTICLE 21 - SENIORITY

- 21.01 Except as provided in 21.02, seniority shall accumulate from the date of hire with the Fredericton Fire Department.**
- 21.02 When an employee's service has been interrupted by service in Her Majesty's Forces, the employee may retain his seniority from the date he entered employment, provided he applies for reinstatement within six (6) months of his discharge from such service.

ARTICLE 22 - PENSIONS

- 22.01 Each employee shall be entitled to the benefits and privileges of any employees' pension or insurance plan which may have been or may hereafter be adopted for employees covered by this Agreement.

ARTICLE 23 - UNIFORMS AND EQUIPMENT

- 23.01 Notwithstanding Schedule B and C attached, the parties agree that the supply of uniforms and equipment under Schedule B and C be on an "as needed" basis (or as otherwise stated in Schedule B and C) for the duration of this Agreement.
- 23.02 Clothing and equipment supplied by the Employer shall be worn only when on duty or with written permission of the Fire Chief.
- 23.03 Each employee, on leaving service shall return his or her bunker suit (jacket and pants) and flashlight as set forth in Schedule B.
- 23.04 The Employer agrees to establish an appropriate minimum quantity of clothing and equipment to be available at all times in departmental clothing store.

The minimum amount of clothing and equipment shall be replenished every three (3) months as per Schedule "B".
- 23.05 A Joint Committee will examine quarterly quality standards for all clothing and protective equipment. The aim of this committee is to seek improved quality and value for dollar and to have firefighters as well turned out as practicable. This committee shall be responsible for developing clothing store quantity levels.

ARTICLE 24 - WORKERS' COMPENSATION

- 24.01 An employee who is off duty as a result of an accident or occupational illness arising out of and/or in the course of duty and which is accepted as compensable by Workplace Health, Safety and Compensation Commission (WHSCC) shall be covered with hospitalization and medical care within New Brunswick at the expense of the Employer providing it is certified necessary by the Board of Doctors and is not provided by WC, Medicare or the city's health plan.
- 24.02 An employee who is off duty as a result of an accident or occupational illness arising out of and/or in the course of duty and which is accepted as compensable by WHSCC, shall have the WC benefit supplemented to the extent permitted without offsetting any benefit payable by WHSCC.
- 24.03 Any employee covered by this agreement who is incapable of performing his/her regular duties as a result of accident or occupational illness arising

out of and/or in the course of duty but is able to perform a reduced function within the Fire Department, and a position which can accommodate the reduced function can reasonably be provided, the employee shall be assigned to such position. It being recognized that the employee may be returned to his/her regular duties as soon as his/her medical condition permits.

- 24.04 If it is determined that the employee will be incapable of performing his/her duties as a result of accident or occupational illness arising out of and/or in the course of duty, the Employer shall make every reasonable attempt to find alternative employment for such employee for which he/she is qualified.
- 24.05 The Employer will advance to the employee, subject to agreement by the employee to fully reimburse the Employer, an amount equal to the WC benefit that the employee would be entitled to if the claim is accepted. The Employer will not advance payments after WHSCC determines the employee has been declared permanently disabled and places the employee on long-term disability benefits.
- 24.06 The employee's benefit plans (including Superannuation) will be maintained in effect by the Employer during the period that the employee is in receipt of "regular loss of earnings" benefits from WHSCC, subject to the provision that such payment of benefit premiums will not increase the employee's take home pay above pre-disability levels.
- 24.07 The absence of an employee who is receiving compensation benefits under the Workers' Compensation Act shall not be charged against the employee's sick leave credits or vacation credits subject to Article 24.08 and 24.09.
- 24.08 The Employer will not be required to compensate an employee receiving WC benefits for more than fifty-two (52) weeks in any calendar year; such payment shall include the employees' vacation pay for that calendar year.
- 24.09 An employee receiving WC benefits for a period in excess of six (6) months shall not accumulate vacation credits for that period which exceeds six (6) months.
- 24.10 Relief Firefighter will receive any WC benefit payments directly from WHSCC.
- 24.11 When an employee is required to take time off work without pay because of WC regulations, the employee may be entitled to reimbursement in accordance with Operating Procedure COR-OP-091.

ARTICLE 25 - FUNERAL EXPENSES

25.01 The City will pay all reasonable funeral expenses for all members of the Fredericton Fire Department who die while on duty, or who die at any subsequent time due to injuries sustained while on duty, or as a result of executing fire fighting duties.

ARTICLE 26 - TRAINING

26.01 Training sessions held on an employee's days off shall be of a voluntary nature. Employees attending these sessions shall not receive remuneration. This provision is not intended to prevent management from transferring employees to the training division to receive Fire Department training.

Employees may be transferred to training to give training under the following conditions:

- **The position will be posted and the successful applicant will be chosen based on Fire Department course selection criteria.**
- **There can only be one (1) employee transferred to training at the same time.**
- **The transfer is a maximum of thirty (30) working days.**
- **The employee who is transferred to Training will receive Training Officer pay.**
- **The numbers of one employee and/or thirty days may be exceeded if mutually agreeable to both parties.**

The practice of having time off the Saturday and Sunday preceding and after such transfers shall continue. A weekend is defined as 0800 hrs Saturday to 0800 hrs Monday.

26.02 Employees required to use their vehicles shall be compensated at the rate of twenty-four cents (\$.24) per kilometre, or City policy, whichever is the greater.

26.03 Employees shall receive a per diem meal allowance of twenty-two dollars (\$22.00) while on training courses where meals are not provided as part of the training arrangements. It is agreed that if the per diem allowance is increased by City Policy such new amount will be applied to this Article.

26.04 When attending courses that require overnight accommodation an incidental allowance of eight dollars (\$8.00) per day, in addition to meals, lodging and travel expenses, will be paid.

26.05 Notwithstanding Article 26.01, in lieu of a per diem as stated in Article 26.03, time in lieu at time and half (1.5) will be given to members who are on their days off when attending Fire Department sponsored or recognized posted training courses. These courses must be held within the City of Fredericton.

Where meals are provided because of the nature of the training courses (ie: where continuity must be maintained such as Haz Mat training) members who are on days off will still be entitled to time in lieu at time and half (1.5).

Definitions of a Fredericton Fire Department sponsored or recognized course is as follows:

Any course that the Fire Department “recognizes and/or pays for.”

All sponsored or recognized courses must be stamped for approval by either the Fire Chief or Deputy Fire Chief.

ARTICLE 27 - RESIDENCY

27.01 Employees will abide by City policy COR-OP-120 or live within 20 kilometers of the City limits, whichever is greater.

27.02 The City Administrator may grant an exemption from this requirement based on individual circumstances and, in the event his decision is not acceptable, an appeal may be made to City Council. Exemptions under this Article are to be based solely upon an assessment of the applying employees’ ability to provide emergency services with a minimum of delay, and shall not be unreasonably withheld.

ARTICLE 28 - DEPARTMENT RULES & REGULATIONS

28.01 The rules and regulations of the Fredericton Fire Department shall be observed by both parties.

28.02 Rules and regulations shall be provided to each employee with copies to each Fire Station and to the Secretary of Local 1053, Fredericton Firefighters Association.

28.03 Proposed changes to the rules and regulations shall be made available to the Mutual Interest Committee for discussion and input at least thirty (30) days prior to implementation.

ARTICLE 29 - RETIREMENT

- 29.01 Where an employee having continuous service of five (5) years or more retires due to disability, death, or age, the Employer shall pay such an employee or beneficiary of employee, a retirement allowance equal to one (1) month of pay for each five (5) years of service or fraction thereof, but not exceeding six (6) months, at the employee's regular rate of pay on retirement.
- 29.02 Where an employee retires due to disability, death or age the retirement allowance shall be a lump sum payment, payable forthwith to the employee, his beneficiary, or estate as the case may be.
- 29.03 The employee shall have the option of taking retirement allowance either in the form of retirement leave or through lump sum payment upon retirement. Notwithstanding 29.01, an employee who has accrued twenty-five (25) years of service and who qualifies for an unreduced pension will be eligible for his retirement allowance upon termination of service.
- 29.04 An employee who has completed twenty-five (25) years of service or whose age plus years of service equals at least seventy-five (75) will be eligible to retire with an unreduced pension.
- Service shall mean years or fractions thereof employed as a firefighter with the City of Fredericton.
- The additional cost of this provision shall be shared equally between the Employer and the employee, to the maximum permitted by the income tax act.
- 29.05 When an employee is within sixty (60) months of retirement and advises the Employer of his/her intention to do so, the Employer agrees to provide upon request, at no cost to the employee, a retirement preparation course.

ARTICLE 30 - BENEFITS

- 30.01 The Employer agrees to provide a pensionable Benefit Spending Allowance (BSA) for each employee in the amount of \$165.00 bi-weekly effective 2008 March 30; \$170.00 bi-weekly effective 2009 January 04; \$175.00 bi-weekly effective 2010 January 03; and to use the BSA to purchase benefits as directed by the employee and in conformity with the Benefit Plan provisions.**
- 30.02 Mandatory benefits shall be purchased for each employee as follows:

- a) Group Life Insurance in the amount of 1.25 times basic annual salary with a \$40,000 minimum;
- b) Accidental Death and Dismemberment Insurance in the amount of \$140,000; and,
- c) Long Term Disability Insurance in the amount of 70% of the employee's basic salary.

30.03 The Employer agrees to maintain in effect a Group Health Plan (GHP) equivalent to the GHP in effect upon signing of this agreement. Participation in the GHP shall be in accordance with the provisions of the GHP. Coverage provisions of the GHP may only be changed by mutual agreement of the Parties.

30.04 The Employer agrees to maintain in effect a Group Dental Plan (GDP) equivalent to the GDP in effect upon signing of this agreement. Participation in the GDP shall be in accordance with the provisions of the GDP. Coverage provisions of the GDP may only be changed by mutual agreement of the Parties.

30.05 The Employer agrees to make available a Health Services Spending Account (HSSA) for each employee who so directs and to deposit into the HSSA an amount from the BSA as directed by the employee up to the balance in the BSA after mandatory benefit premiums are paid.

30.06 The Employer agrees to maintain in effect a Group Registered Retirement Savings Plan (GRRSP) available to employees through payroll deduction. Employee participation in GRRSP is voluntary.

30.07 The Employer agrees to maintain in effect an employee Dependent Life Insurance Plan, an Optional Life Insurance Plan and a spousal Optional Life Insurance Plan available to employees through payroll deduction. Participation in these plans is voluntary.

30.08 The Employer agrees to maintain in effect a group home and automobile insurance plan available to employees through payroll deduction. Participation in this plan is voluntary.

30.09 Any balance in the BSA, that the employee has not directed to purchase benefits, will be paid to the employee as a cash addition to their regular pay.

30.10 Nothing in this Article shall be construed as limiting the Employer in its choice of insurers.

- 30.11 When definite medical evidence is presented that a disabled employee will be able to return to work and to perform all the duties normally assigned to his/her vacated position, this position will not be filled on a permanent basis. In the absence of such evidence, a position vacated by an employee receiving long term disability benefits will not be filled on a permanent basis until the employee is declared totally disabled or two (2) years have elapsed, whichever occurs first. The Employer agrees to pay the employee's and the City's contribution, while the employee is receiving long term disability benefits, to the City pension fund.
- 30.12 Employees will not accumulate sick leave or vacation credits while in receipt of long term disability benefits, but will retain their seniority rights until they are declared totally disabled or two (2) years have elapsed, whichever occurs first.
- 30.13 Employees who lack sufficient sick leave credits to bridge the six (6) month long-term disability-qualifying period may, in accordance with Article 15.04, be granted sufficient sick leave credits from the sick leave bank to cover the qualifying period.
- 30.14 An employee who is receiving LTD benefits and who accrues 25 years of pensionable service and who is eligible for an unreduced pension through the provisions of the City of Fredericton Superannuation Plan, shall be required to apply for such pension, which shall be a direct offset to the LTD benefit, it being recognized that should the employee recover, he/she will be permitted to return to work.

ARTICLE 31 - LAYOFF AND RECALL

- 31.01 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of layoff, employees covered by this Agreement shall be laid off in the reverse order of their seniority.
- 31.02 Recall Procedure - Employees shall be recalled in the order of their seniority.
- 31.03 No new employee shall be hired until those on lay-off have been given written notification of an opportunity of recall. This will be by registered letter to the last address provided by the employee to the Human Resource Division. The employee must notify the City of his intention to return to work and must report for work within five (5) days or make an alternate arrangement satisfactory to the City.
- 31.04 The Employer shall give written notification at least two (2) months prior to the effective dates of lay off, to the employees who are to be laid off.

31.05 Grievances concerning layoffs and recalls shall be initiated at Step Three of the Grievance Procedure of this Agreement.

ARTICLE 32 - PHYSICAL FITNESS

32.01 There shall be continuing joint consultation on the establishment and maintenance of appropriate fitness programs and standards for Firefighters. All members will undergo fitness testing annually at the expense of the Employer.

32.02 Failure to meet fitness standards will not result in disciplinary action being taken against an employee.

32.03 The joint Mutual Interest Committee will make recommendations concerning the acquisition of physical training equipment and a health and wellness program, which is being jointly developed by the International Association of Fire Chiefs and the International Association of Firefighters.

ARTICLE 33 - AUXILIARY

33.01 It is agreed between the parties that, if a Fire Fighting Auxiliary is to be re-established, it shall be with the mutual agreement of the parties.

33.02 It is also agreed that the bargaining unit will not be eroded nor will any Regular Force member be laid off nor displaced from their regular job due to the existence and use of the Auxiliary Force.

33.03 The City agrees to maintain the process of consultation, with the Association, on the training and utilization of the Auxiliary Fire Fighting Force.

ARTICLE 34 - TECHNOLOGICAL CHANGE

34.01 In the event that the Employer should introduce methods or equipment, which require new or greater skills than are possessed by employees under the present method of operation, such employees shall be given sufficient training and a reasonable opportunity to acquire the skills necessitated by the new methods of operation.

34.02 Technological change as defined in Article 34.01 shall be discussed at the Labour Management Committee prior to implementation.

34.03 In carrying out any technological changes that would result in any job loss to any union member, the City agrees to notify the union one hundred and

twenty (120) days in advance of such technological change by advising the union of:

- a) The nature of such change;
- b) The date such change is to take effect;
- c) The number of employees involved; and,
- d) The effect of such change on the working condition.

ARTICLE 35 - TRANSFERS

35.01 Annual transfers will be posted for a twelve (12) day period. Each employee to be transferred shall receive thirty (30) calendar days notice of such transfers.

ARTICLE 36 - CONTRACTING OUT

36.01 A permanent employee shall not be laid off or have a reduction in working hours as a result of the Employer contracting out the employee's work.

ARTICLE 37 - RELIEF FIREFIGHTERS

37.01 Relief Firefighters are a classification in the bargaining unit employed as additional employees to the permanent establishment of the Fredericton Fire Department. Subject always to the maintenance of the manning requirements of Article 37.02, Relief Firefighters may be employed in all divisions of the Fire Department. Relief Firefighters may be assigned to drive apparatus when there are not sufficient full time drivers available on duty. Selection of relief drivers will be by seniority by those on duty.

37.02 Relief Firefighters will replace regular members through attrition by hiring two (2) Relief Firefighters as each full time position below ninety-six (96) members becomes vacant. It is agreed that the number of full-time suppression personnel will not drop below eight-eight (88) while the Relief Firefighter program is in place, and the Relief Firefighter positions will not exceed sixteen (16) positions.

37.03 Relief Firefighters will be members of Local 1053 IAFF and all Articles of this Collective Agreement will apply to Relief Firefighters unless otherwise stated in Schedule D of this Agreement.

37.04 Relief Firefighters will become full-time firefighters immediately when a full-time position becomes vacant, based on seniority by date of hire. They will

enter permanent status at the level they have attained in relation to Schedule A based on accrued service as Relief Firefighter. Entry to full time permanent firefighter in the Fredericton Fire Department shall be through the Relief Firefighter Program.

ARTICLE 38 - MATERNITY/PARENTAL/ADOPTION LEAVE

- 38.01** Subject to the terms and conditions below, adoption, maternity, or parental leave shall be granted to employees who wish to return to work after providing adequate care and/or after recovering from childbirth.
- 38.02** To qualify for the benefits as outline in 39.03, 39.04, and 39.07 for adoption, maternity, or parental leave, employees must; be a permanent full time firefighter, have completed their probationary periods and are eligible for EI benefits. Where possible female employees, may notify the Fire Chief of her pregnancy and expected delivery date immediately upon confirmation of the pregnancy.
- 38.03** **Supplemental Unemployment Benefits will be available to the employee during the seventeen (17) week maternity leave at a rate of seventy-five percent (75%) of their regular weekly earnings for the period of such leave as governed by the Federal and Provincial Legislation. The Employee must provide the employer with proof of receipt of Employment Insurance Benefits. On return to work, the employer will pay both the employer and employee pension plan contributions for the leave period of seventeen (17) weeks only.**
- 38.04** Maternity leave shall commence not later than the end of the seventh (7th) month of pregnancy unless the employee submits a certificate from a qualified medical practitioner stating that her health will permit deferment of maternity leave to a later and specified date.
- 38.05** Notwithstanding the above, the Employer may request certification whenever the Employer has a concern about the employee's ability to continue working.
- 38.06** An extension of adoption, maternity, or parental leave shall be granted on application and submission of a certificate from a qualified medical practitioner stating the necessity for such extension. Employees requiring such an extension shall be considered to be on sick leave for that period until such employee is able to return to work, or qualifies for benefits payable from the group disability plan, or has exhausted their sick leave coverage, whichever comes first. Should the employee exhaust their sick leave credits or not be eligible for benefits under a group disability plan, they shall be

granted leave of absence without pay for the purpose of qualifying for any unexpended EI sick benefits.

38.07 **The Employer will continue to pay the employee's BSA during any period of maternity leave. During the period of parental/adoption leave (up to thirty five weeks) the employer shall continue to pay premiums for the employee's continued coverage of health and dental, accidental death and dismemberment, life insurance and the long term disability benefits (if payment is required).**

38.08 **An employee shall not accumulate vacation or sick leave credits while on maternity and/or parental leave.**

38.09 At least ten (10) days prior to the scheduled date of return to duty, the employee shall notify the Employer of his/her intentions regarding their return to duty. As a condition of return to duty and prior to terminating the maternity leave, the employee must submit a doctor's certificate to the Employer stating that her health will not be impaired by her return.

38.10 On return to duty following maternity, parental or adoption leave, the employee shall be placed in his/her former position with the same wage rates and earned benefits prior to going on leave. An employee returning to duty after a longer period than seventeen (17) weeks in the case of Maternity leave or 35 weeks for Parental/Adoption leave may be placed in a position comparable to the one occupied by his/her prior to the commencement of the leave with not less than the same basic wages and benefits.

38.11 The transfer of a female employee, who becomes pregnant, to a job function that reduces the risk of that employee being exposed to a hazardous environment will be considered. This clause will supersede any other restriction in this Collective Agreement relative to transfers or temporary assignments.

38.12 Parental benefits can be collected by both natural and adoptive parents while they are caring for a newborn or adopted child. The maximum of thirty-five (35) weeks of benefits can be received by either the mother or the father, or shared or divided between them as they deem appropriate if both parents are eligible. Both parents may collect parental benefits at the same time. Parental benefits are payable at any time during the year after the child arrives or is placed in the claimant's home; however, an employee cannot receive parental benefits any later than fifty-two (52) weeks after the child arrives or is placed in the home.

ARTICLE 39 - DURATION OF AGREEMENT

39.01 This Agreement shall become effective 2006 July 01 and continue in force until 2011 June 30. Where notice to bargain has been given by either party in accordance with Section 33 of the Industrial Relations Act, with a view to the renewal of this Agreement, this Agreement shall continue in full force and effect until a renewal or revision of this Agreement or a new Agreement is signed.

IN WITNESS WHEREOF The City of Fredericton has hereunto fixed its corporate seal and caused these presents to be executed by its duly authorized officers and the Fredericton Firefighters Association, Local 1053, International Association of Firefighters caused these presents to be executed by its duly authorized officers.

SIGNED, SEALED AND DELIVERED

THE CITY OF FREDERICTON

in the presence of:

Brad Woodside, Mayor

Pamela G. Hargrove, City Clerk

THE FREDERICTON FIREFIGHTERS
ASSOCIATION, LOCAL 1053,
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

President

Witness

Vice President

SCHEDULE A - BI-WEEKLY RATES OF PAY

Ruling : Effective Date : % increase	Current	2006 July 1 2006 June 25 2.30%	2007 Jan 1 2006 Dec 24 2.30%	2007 July 1 2007 June 24 2.30%	2008 Jan 1 2007 Dec 23 4.00%	2009 Jan 1 2009 Jan 4 4.00%	2010 Jan 1 2010 Jan 3 4.00%	2011 Jan 1 2011 Jan 2 2.30%
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FIREFIGHTER - PROB	(0-12 mths)	1,454.21	1,487.66	1,521.87	1,556.88	1,619.15	1,722.60	1,791.50	1,832.70
FIREFIGHTER -IV	(13-18 mths)	1,490.73	1,525.02	1,560.09	1,595.97	1,659.81	1,784.12	1,855.48	1,898.16
FIREFIGHTER - III	(19-30 mths)	1,598.95	1,635.73	1,673.35	1,711.83	1,780.31	1,845.64	1,919.46	1,963.61
FIREFIGHTER - II	(31-42 mths)	1,619.25	1,656.49	1,694.59	1,733.57	1,802.91	1,968.68	2,047.43	2,094.52
FIREFIGHTER - I	(>42 mths)	2,125.16	2,174.04	2,224.04	2,275.19	2,366.20	2,460.85	2,559.28	2,618.15
FIRE INSPECTOR		2,125.16	2,174.04	2,224.04	2,275.19	2,366.20	2,460.85	2,559.28	2,618.15
LIEUTENANT		2,222.57	2,273.61	2,325.90	2,379.40	2,474.57	2,583.89	2,712.84	2,801.42
CAPTAIN		2,318.59	2,371.88	2,426.43	2,482.24	2,581.53	2,706.94	2,840.81	2,932.33
TRAINING OFFICER *		2,318.59	2,371.88	2,426.43	2,482.24	2,581.53	2,706.94	2,840.81	2,932.33
PLATOON CAPTAIN		2,469.32	2,541.45	2,599.90	2,659.70	2,766.09	2,879.19	3,019.96	3,115.60

*The present incumbent TRAINING OFFICER will be paid in accordance with these rates provided he remains in the position	2,394.42	2,449.49	2,505.83	2,563.46	2,666.00	2,794.79	2,932.17	3,025.79
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In addition to the annual salary rates specified, employees shall be entitled to Service Pay as follows:

Over 10 years	1.5% of Salary	Over 20 years	3.0% of Salary
Over 15 years	2.5% of Salary	Over 25 years	3.5% of Salary

Service Pay shall be paid annually during the first week of December of each year.

SCHEDULE B - UNIFORMS AND EQUIPMENT (OPERATIONS)

- Item # 1 - 1 Winter/Summer Cruiser Jacket
2 - 2 Pair Pants
3 - Ties
4 - 1 Pair Boots or Shoes with Safety Toes
5 - 3 Shirts (Short Sleeves)
6 - 3 Shirts (Long Sleeves)
7 - 1 Cap
8 - 1 Equipment bag for transport of turnout gear and station wear
9 - 1 dress uniform

A new member of the Department shall be issued items 1 through 8. Item 9 shall be issued on completion of employee's probationary period.

The Fire Chief or his designate shall replace or repair any equipment bag damaged as a consequence of the employee carrying out their duties.

PROTECTIVE EQUIPMENT

- 1 Helmet and Winter Lining
- 1 Pair Kevlar Gloves, or Equivalent
- 1 Bunker Suit and Short Boots
- 1 Nomex Hood

Protective Equipment will be issued in accordance with Occupational Health and Safety Standards on an "as need" basis.

SAFETY EQUIPMENT

- 1 flashlight

SCHEDULE C - UNIFORMS AND EQUIPMENT (FIRE PREVENTION)

- Item #1 - 1 Winter/Summer Cruiser Jacket
- #2 - 2 Pairs Pants (Light Weight)
- #3 - Ties
- #4 - 1 Pair Boots or Shoes with Safety Toes
- #5 - 1 Pair Toe Rubbers
- #6 - 4 Shirts (Short Sleeves)
- #7 - 4 Shirts (Long Sleeves)
- #8 - 1 Equipment bag for transport of turnout gear and station wear
- #9 - 1 Complete Dress Uniform
- #10 - 1 Pair Black Gloves
- #11 - Cap
- #12 - 1 Raincoat

The Fire Chief or his designate shall replace or repair any equipment bag damaged as a consequence of the employee carrying out their duties.

The parties to this Agreement recognize the flexibility required to ensure the uniform and protective equipment issues of the Fire Department are maintained within reasonable standards. To ensure sufficient flexibility, it is agreed that changes to Schedules B and C may be made by mutual agreement of both parties through the Labour-Management Committee.

SCHEDULE D - RELIEF FIREFIGHTERS

ARTICLE 10 - HOURS OF WORKS

- 10.05 Compensation for overtime shall be by pay only. Relief Firefighters may not take time off in lieu of overtime.
- 10.07 Relief Firefighters shall be employed for a minimum of nine (9) consecutive months (commencing the date of hire) in each twelve (12) month period and not laid off longer than three (3) months between periods of employment unless mutually agreed to by the Parties (Union & Employer).

ARTICLE 11 - SALARIES AND WAGES

- 11.01 Relief Firefighters will be paid a biweekly salary as set out below:

Ruling	Effective Date	Bi-weekly Pay
January 1, 2006		\$1,175.14
July 1, 2006	June 18, 2006	\$1,202.17
January 1, 2007	December 17, 2006	\$1,229.82
July 1, 2007	June 17, 2007	\$1,258.10
January 1, 2008	December 16, 2007	\$1,308.43
January 1, 2009	December 28, 2008	\$1,476.51
January 1, 2010	December 27, 2009	\$1,535.57
January 1, 2011	December 26, 2010	\$1,570.89

- 11.07 Accrued time shall count toward service pay upon achieving full time status.
- 11.08 When assigned to an apparatus for the purpose of driving Relief Firefighters shall be compensated at the First Class Firefighter rate of pay. Notwithstanding Article 11.04 of the Agreement, when Relief Firefighters are employed in divisions other than Fire Suppression, they shall continue to be paid at the Relief Firefighter rate.

ARTICLE 12 - VACATIONS

12.01 There shall be no entitlement for vacation for Relief Firefighters covered by this Agreement. In lieu of such entitlement, Relief Firefighters shall receive four (4) percent of their wages. Accrued time shall count toward vacation entitlement upon achieving full time status.

ARTICLE 13 - STATUTORY HOLIDAYS

13.01 There will be no entitlement for Statutory Holidays for Relief Firefighters covered by this Agreement. In lieu of such entitlement, Relief Firefighters shall receive four (4) percent of their wages.

ARTICLE 14 - SICK LEAVE

14.01 Relief Firefighters shall accrue sick leave at the rate of 12 hours per calendar month. Accrued sick leave will not be carried between layoffs nor will it be paid out prior to layoff. Relief Firefighters will be able to carry over accrued sick leave if they are promoted to a permanent position within the Fire Department, providing there has been no interruption in work.

ARTICLE 15 - SICK LEAVE BANK

This Article of the Collective Agreement does not apply to Relief Firefighters.

ARTICLE 20 - PROMOTIONS

20.01 Under this Article, employees will be given credit for accrued time while serving as a Relief Firefighter.

ARTICLE 23 - UNIFORM AND EQUIPMENT

23.06 Relief Firefighters will not receive dress uniform as listed in Schedule B.

ARTICLE 26 - TRAINING

- 26.05 Relief Firefighters will participate in the Apprenticeship Program for Certification under the Province of NB Certification Program for Journeyman Firefighters.
- 26.06 Relief Firefighters shall be given credit for time on block training during their layoff period for purposes of entrance to full time status and promotions.

ARTICLE 30 - BENEFITS

- 30.01 The Employer agrees to provide a pensionable Benefit Spending Allowance (BSA) for each employee in the amount of \$115.00 bi-weekly effective 2008 March 23; \$120.00 bi-weekly effective 2008 December 28; \$125.00 bi-weekly effective 2009 December 27; and to use the BSA to purchase benefits as directed by the employee and in conformity with the Benefit Plan provisions.**

ARTICLE 31 - LAYOFF AND RECALL

- 31.01 Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of layoff, Relief Firefighters covered by this Agreement shall be laid off in the reverse order of their seniority, before permanent personnel.
- 31.02 Recall Procedure – Relief Firefighters shall be recalled in the order of their seniority, after permanent personnel.
- 31.03 The Employer shall give three (3) weeks notice of recall and the employee must report for work within that three (3) weeks or make a satisfactory alternative arrangement with the City. It is agreed that if the Relief Firefighters Program is cancelled, the members of this program will retain their seniority and recall rights for a period of two (2) years from date of lay-off.
- 31.04 The Employer shall give written notification at least two (2) weeks prior to effective dates of layoff to employees who are to be laid off.

LETTER OF INTENT

AMALGAMATION - REGIONALIZATION

In the event the City of Fredericton becomes involved in amalgamation or regionalization proceedings which involve the amalgamation of other fire departments with the City of Fredericton, the Employer agrees to join with the Union to request the appropriate provincial government authorities establish a joint committee to deal with all outstanding issues arising from such amalgamation.

LETTER OF AGREEMENT

City of Fredericton
And
Local 1053 Fredericton Firefighters Association

The agreed changes in Article 23 Uniforms and Equipment that the Department will provide an Equipment Bag to be used to transport turnout gear and station wear. The equipment bag shall meet the following specifications:

The bag will be made of Nylon Cordura 1000 denier with webbing nylon 2" handles; the Dimensions of the bag shall be 65 cm (w) X 33 cm (deep) X 37 cm. The bag shall be complete with a built in pocket 37 cm X 33 cm X 5 cm. The zipper shall be YKK # 8 coil and the seams inside the bag shall be sealed with ¾ inch nylon binding tape. The bag comes with a 5-year guarantee. The agreed price is as follows. Main bag, \$62.00; pockets \$8.00; embroidery \$6.00, for a total price of \$78.00 plus tax.

For the City of Fredericton:

For the Association:

Brad Woodside
Mayor

Doug LeBlanc
President, IAFF 1053

Pamela G. Hargrove
City Clerk

Blair Sullivan
Vice President, IAFF 1053

Date



April 11, 2008

IAFF Local 1053
PO Box 3272
Station B
Fredericton NB E3A 5H1

Attn: Doug LeBlanc

RE: Appendix "A" , "D", BSA, Rank: Effective Dates

This letter will clarify the intention of the parties with respect to Appendix "A" of the Collective Agreement set down by Interest Arbitrator B. Outhouse, April 1, 2008.

As Arbitrator B. Outhouse stated on page 12-13:

Having regard to all of the relative factors, we have concluded that the collective agreement should be for a term of five (5) years and should provide the following wage increase:

- i) 2.3% on July 1, 2006*
- ii) 2.3% on January 1, 2007*
- iii) 2.3% on July 1, 2007*
- iv) 4% on January 1, 2008*
- v) 4% on January 1, 2009*
- vi) 4% on January 1, 2010*
- vii) 2.3% on January 1, 2011*

In a similar manner, dates were directed for BSA on page 21-22 and for "Rank Differential" on page 24-25.

For the purposes of the term of the 2006-2011 Collective Agreement, the parties agree that the effective date for these increases (biweekly pay, BSA, rank differential) will be as follows:

Fire Fighter increase dates:

- i) 2006 Jun 25 - first pay of July 2006
- ii) 2006 Dec 24 - first pay of 2007
- iii) 2007 Jun 24 - first pay of July 2007
- iv) 2007 Dec 23 - first pay of 2008
- v) 2009 Jan 04 - first pay of 2009 - 2008 has 27 pays
- vi) 2010 Jan 03 - first pay of 2010
- vii) 2011 Jan 02 - first pay of 2011

Relief Fire Fighter increase dates:

- i) 2006 Jun 18 - first pay of July 2006
- ii) 2006 Dec 17- first pay of 2007
- iii) 2007 Jun 17 - first pay of July 2007
- iv) 2007 Dec 16 - first pay of 2008
- v) 2008 Dec 28 - first pay of 2009
- vi) 2009 Dec 27 - first pay of 2010
- vii) 2010 Dec 26 - first pay of 2011

The one exception to this schedule will be the initial BSA change directed by the Interest Board. The effective date for this initial BSA change will be Fire Fighters – March 30/08; Relief Fire Fighters – March 23/ 08.

The signatures below are the formal acceptance of this agreement.

Phillip Toole
Fire Chief

Doug LeBlanc
President, IAFF 1053

Paul Stapleton
City Administrator

Blair Sullivan
Vice President, IAFF 1053

Date

AFFIDAVIT OF CORPORATE EXECUTION

I, **PAMELA G. HARGROVE**, of the City of Fredericton, in the County of York and Province of New Brunswick, City Clerk, MAKE OATH AND SAY:

1. I am the City Clerk of the City of Fredericton, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed.

2. The seal affixed to the foregoing instrument purporting to be the seal of the City of Fredericton is the Corporate Seal of the City of Fredericton and was so affixed by order of the City Council.

3. The signature "Brad Woodside" subscribed to the foregoing instrument is the signature of Brad Woodside, the Mayor of the City of Fredericton and the signature "Pamela G. Hargrove" subscribed thereto is my signature.

4. The Mayor and City Clerk are the officers of the City of Fredericton duly authorized to execute the foregoing instrument.

SWORN TO BEFORE ME at the)
City of Fredericton, in the County)
Of York and Province of New)
Brunswick, this _____)
Day of April)
A.D. 2008)
)
)
)
_____)
A Commissioner of Oaths Being)
A Solicitor)

Pamela G. Hargrove

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