

COPY OF

**COLLECTIVE  
AGREEMENT**

BETWEEN  
**THE CITY OF CORNER BROOK**

AND  
**THE INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS  
LOCAL UNION NO. 1222**

(FOR THE PERIOD  
JANUARY 1, 2011  
TO DECEMBER 31, 2014)

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**I.A.F.F. LOCAL 1222 AGREEMENT**

BY AND BETWEEN

**THE CITY OF CORNER BROOK, NEWFOUNDLAND,**  
hereinafter called "The City"

AND

**THE CORNER BROOK FIRE FIGHTERS ASSOCIATION, LOCAL UNION NUMBER 1222,** of Corner Brook, Newfoundland, a trade union organized and chartered by the International Association of Fire Fighters and affiliated with the Canadian Labour Congress, hereinafter called "the Union".

WHEREAS

The parties hereto have a general desire to promote their common interest; to establish and maintain cooperation and harmony between the City and the workers covered by this Agreement; to provide an orderly procedure for the prompt and equitable disposition of disputes and grievances; and to set forth herein the basic Agreement covering rates of pay, hours of labour and other conditions of employment.

NOW THEREFORE the City and the Union mutually agree that:

**ARTICLE I - RECOGNITION**

- 1:01 The City recognizes the Union as the sole collective bargaining agency for all its employees and relief firefighters employed at or in connection with the fighting of fire and the prevention of loss of life and property from fire, save and except the classifications of Volunteer Firemen, Fire Chief, Deputy Fire Chief, Assistant Deputy Chief and all workers above the rank of Assistant Deputy Fire Chief.
- 1:02 This Collective Agreement shall include and cover the working conditions of all those for whom the City recognizes the Union as the bargaining agent.
- 1:03 No individual or collective contract(s), written or oral, shall be entered into by either party that may be in conflict with the terms of this Agreement or the bargaining rights of either party hereto.
- 1:04 The Union and City shall have the right at any time to have the assistance of any person or persons appointed by them, when dealing or negotiating with each other, provided that when persons not employed by the City or other than employees named to a Committee are to attend any meeting, that the City or the Union shall receive forty eight (48) hours notice of attendance.

1:05 The Union acknowledges that when all reasonable efforts are exhausted in contacting all off-shift/off-duty Firefighters / Relief Fire fighters and when all other available resources of the Corner Brook Fire Dept. are deployed, assistance from any other source shall not cause a violation of this agreement.

## **ARTICLE II - CITY RIGHTS**

2:01 Save and except as amended or modified by the terms of this Agreement, the Union recognizes that the Corner Brook City Council, as the representatives of the citizens of Corner Brook, has the right and responsibility to manage its affairs as it deems fit for the greater protection of life and property from the menace of fire and other unspecified perils that directly threaten life or property; and in the furtherance of this subject may make necessary rules and regulations governing the operation of the Fire Department and the respective duties of those employed therein, provided these rules are not inconsistent with or contrary to the provisions of this Agreement. The rights of the City shall also include all the customary functions of management including the right to engage, lay-off, promote, transfer and, for just and reasonable cause, to reprimand, discipline, suspend or discharge.

2.02 The City shall provide City bulletin boards in the Fire Station. The Union shall have the right to provide a bulletin board and to post thereon notices of meetings and such other notices as may be of interest to the employee and relief firefighters, and such notices shall be cleared prior to posting with the immediate supervisor.

## **ARTICLE III - ASSOCIATION MEMBERSHIP**

3.01 All employees and relief firefighters covered by this Agreement, as a condition of continuing employment, shall become and remain members in good standing of the Union. All future employees and relief firefighters under the scope of the Collective Agreement or certification order, shall, as a condition of continuing employment, become members in good standing in the Union not later than within six (6) months of employment with the City. The Union will supply a list of members in good standing to the City at two (2) month intervals on forms supplied by the City. The City agrees to deduct monthly the required amount of monthly dues from the pay of each member of the Union. Union dues so deducted shall be remitted by the City to the treasurer of the Union no later than the fifteenth (15th) day of the following month.

## ARTICLE IV - INTERPRETATION

4.01 Throughout this Agreement the masculine includes the feminine and the plural includes the singular and vice versa as the context may require.

4.02 Should any part of any article or section of this Agreement be determined to be illegal by any proper authority, the remaining part or parts shall continue to be operative and binding upon the parties hereto. Any portion that has been declared illegal by a proper authority shall be re-negotiated by the parties and failing agreement within 60 days from the date the provision is declared illegal or not enforceable either party may refer the issue to binding interest arbitration by a sole arbitrator appointed under the Arbitration Act of the Province of Newfoundland and Labrador.

The arbitrator shall require each party to provide its final position on the outstanding issue within thirty (30) days of his/her appointment and the arbitrator shall within a further period of up to sixty (60) days then select one of the positions based upon the position he/she determines is closest to the intent of the offending clause and which would, in his/her opinion, best capture the original intent of the parties without violating the law.

If written or oral representations are requested or required the arbitrator will accommodate same but adhere to the time limits set out unless both parties agree in writing to an extension of those time limits.

4:03 Throughout this agreement the following definitions apply:

Employee or employees shall mean regular full time Fire Fighters (including officers in the bargaining unit) unless otherwise specified.

Relief Fire Fighters shall be those persons who have been hired as "Relief Fire Fighters" and appear on the Relief seniority list.

"Off Shift" means that period between a regular shift of duty and the next shift of duty during each tour (i.e. the on duty rotation).

"Off Duty" means that period of time between two separate tours.

**ARTICLE V - RATES OF WAGES**

5:01 Four years on each classification

Jan 1, 2011	Jan 1, 2012	Jan 1, 2013	Jan 1, 2014
2.5%	4%*	3%*	3%*

\* In addition to each rate of general increase above the rate of increase will be subject to the following classification adjustments:

Jan 1, 2012	Jan. 1, 2013	Jan 1, 2014
1%	1.25%	1.25%

Each salary will increase as follows:

Jan 1, 2011	Jan. 1, 2012	Jan. 1, 2013	Jan. 1, 2014
2.5%	4% +1% = 5%	3% +1.25%= 4.25%	3%+1.25%= 4.25%

The raises total 16% over the term of the Collective Agreement.

NOTE: Retroactivity will apply to equivalent wage rates only.

5:02 During the life of this Agreement wages shall be paid weekly on Thursday. Each employee and relief firefighter shall be presented with a statement showing the period covered, as well as any and all deductions. Employees are required to provide the required information on a confidential basis to the City's Payroll Supervisor within one pay cycle after ratification of this agreement to facilitate electronic payroll deposit for all persons covered by the agreement. Provided the employees who are receiving pay cheques as of the date of signing shall not be required to accept electronic payroll deposit but who may voluntarily request to be included in this pay method.

5:03 Should other classifications be created and employed by the City, the rate of wages for such classifications shall be determined by the parties hereto, before the classification is filled and such rates shall be added to the above Schedule to become part of this Agreement.

5:04 Should an employee or relief firefighter be temporarily promoted or transferred to a higher position carrying a rate of pay higher than his regular job, he shall be paid the higher rate for the period so worked.

5:05           Should an employee or relief firefighter be temporarily demoted or transferred to a position carrying a rate of pay lower than his regular job, he shall be paid at the rate set forth for his regular job unless such transfer is for disciplinary reasons or alternative to a permanent lay-off.

## **ARTICLE VI - HOURS OF WORK**

6.01           Effective 0800 hours on 1 January 1970 the hours of work for the members of every platoon shall be an average of forty-two hours per week and shall be in accordance with Schedule 'B' as hereto attached and forming part of this Agreement.

6:02           All shifts shall begin and end in accordance with Schedule "B" but may be varied in the event of an emergency as directed by the Fire Chief or his designate.

6:03           (a)    An employee on the off-shift is considered (stand-by) on call for duty and shall provide to the Supervisor on the active shift, his/her location and contact information, and/or carry any communication device provided by the City to facilitate immediate contact with that fire-fighter. Such off-shift, on call fire-fighters shall be able to report within twenty (20) minutes.

(b)    An employee is on off duty hours when on his/her days off, and the provisions of 6:03 (a) shall not apply while a fire-fighter is on off-duty hours or while taking his annual vacation days or days in lieu of overtime.

6:04           Subject to the approval of the Fire Chief an employee or relief firefighter may be permitted to leave the Fire Station before the designated time should the employee or relief firefighter so request it and provided that such substitute shall be arranged for by the employee or relief firefighter concerned and that no additional expense shall accrue to the City.

6:05           Hours of work for Captains of Inspection and Training will normally be 35 hours of work per week 8:30 AM to 4:30 PM with a one hour lunch unpaid period near the ½ shift.. Provided however the incumbents in these positions be assigned 9:00AM to 4:30PM (32.5 hours per week) with one hour lunch unpaid near the ½ shift.

6:06           An employee may be permitted to exchange shifts with another employee providing the employee is capable of performing the duties of the employee he shall replace.

## **ARTICLE VII - UNIFORMS & EQUIPMENT**

- 7:01 Clothing issued in accordance with Schedule 'C' shall be on an 'as required' basis or as specified in the schedule.
- 7.02 Dress uniforms for new employees will be ordered within thirty (30) days of the completion of the probationary period.
- 7.03 All uniforms and equipment shall remain the property of the City and the employees and relief firefighters shall be held accountable for them at all times to the Fire Chief. Any employee or relief firefighter who resigns, or is discharged, within eight (8) months after the date he receives his issue, shall return such issue to the Fire Chief but all insignia shall be returned to the Fire Chief without regard to the date of issue.
- 7.04 Any of the clothing shown in Schedule 'C' which is destroyed while on duty other than by personal negligence, shall be replaced by the City within three (3) days, providing the clothing can be purchased within the City.
- 7.05 There will be two (2) cleanings per dress uniform annually.
- 7.06 The City will issue employees and relief firefighters, gloves and over-shoes every two (2) years in January.
- 7:07 The City shall supply work clothing, as required in accordance with Article 25.01 and Schedule 'C' of this Agreement.

## **ARTICLE VIII - OVERTIME**

- 8.01 Subject to 9.01 time and one half shall be paid for all time worked in excess of the hours of work as provided for in this Agreement (Article VI - 6.01) except in the case of training when straight time shall be paid.
- 8.02 (a) Subject to 8:02 (b) overtime shall be computed commencing from the time of the call to report to duty until the time of being relieved of duty.
- (b) Any employee on stand-by call-in status who is called in shall report to the station or place of duty, without undue delay. Undue delay shall mean no more than 20 minutes from time of the call to duty and the time of reporting for duty. Any time in excess of twenty (20) minutes shall be deducted from any overtime entitlement.
- 8.03 Any period of time in excess of ten (10) minutes shall be considered to be a half hour and any fraction of time in excess of forty minutes shall be

considered to be one full hour for the payment of overtime. Overtime to be paid on each following Thursday.

- 8.04 An employee or relief firefighter shall elect on the first pay period in November to either accumulate overtime worked in the following twelve (12) months for payout, or to accumulate for time off in lieu (overtime time in lieu) as stated above, but where the employee or relief firefighter has elected to take time off in lieu he shall have taken or have had approved all such time off before October 31 of the year such overtime was earned. If not taken by October 31, or scheduled to be taken before December 31, the City will pay out any earned but not taken overtime in lieu time on the 1st pay period in November.

## **ARTICLE IX - CALL IN TIME**

- 9:01 Employees shall report for duty when called during his/her off shift time and no employee shall be entitled to refuse being placed on standby for a call in assignment. In the event an employee is called to duty during his/her off-shift time, he/she shall be entitled to the greater of two (2) hours pay at one and one half times the regular straight time rate or one and one half times the straight time rate for the hours actually worked. If an employee is notified before going off shift that he/she must continue to work beyond his/her normal shift, the City will pay one and one half times the regular straight time rate of pay for all time worked contiguous with his/her shift. Only where the shift is extended into off duty time shall the employee be paid the greater of two hours pay at one and one half times the straight time rate or at the rate of time and one half the regular straight time rate for all time worked.
- 9:01:01 In recognition of Christmas Day being a special holiday for many employees and relief firefighters, employees and relief firefighters will be paid a premium of double the straight time rate for all hours actually worked on Christmas Day which is deemed to be the period from 12:01 a.m. Christmas Day, December 25, until 11:59 p.m. Christmas Day, December 25, (herein called "The Christmas Day Premium Rate). Start and finish times shall not be used to extend the Christmas Day Premium Rate outside these times. Only where an employee is called to work on off-duty hours shall an employee receive the greater of four (4) hours pay at the Christmas Day Premium Rate or double time for all hours worked. Employees called while off shift shall only receive the Christmas Day Premium Rate for the hours actually worked or two (2) hours pay at the Christmas Day Premium Rate whichever is greater.
- 9:01:02 Employees involved in a continuation of shift into their off duty time or off shift on Christmas Day, shall only receive Christmas Premium Rate for all hours actually worked on Christmas Day as defined in 9:01:01.

## ARTICLE X - SICKNESS & WELFARE

10:01 Sick Leave pay will be in accordance with the terms of this Agreement.

10:02 Employees will be eligible for continuance of group benefits during lay-off or illness as follows:

- (a) A full time employee covered by the Group Benefits Plan and who is subject to a lay-off not exceeding three (3) months, the City agrees to share premiums on a 50/50 basis for all benefits permissible by the insurance company during the lay-off period.
- (b) In the case of absence for illness or disability the employer's contributions (50/50 basis) will be paid to the group benefit plan for a maximum of one (1) year from the commencement of the absence or until the commencement of L.T.D. benefits. Thereafter, the employee may pay the full premium through the employer.
- (c) In the case of the seventeen (17) week pregnancy leave, the employer's contribution (50/50 basis) will be paid to the plan. In the case of all other leave without pay the employer will not contribute to the plan but the employee may pay full premiums through the employer.
  - (1) An employee shall be permitted to commence pregnancy leave, without pay, at the beginning of her sixth month of pregnancy. An employee, on completion of pregnancy leave may, where eligible, proceed to parental leave. The maximum pregnancy and parental leaves combined under this clause shall be fifty-two (52) weeks in total. The employee will be responsible for the total cost of group benefit premiums during the parental leave portion while the premiums for pregnancy leave shall be shared 50/50.
  - (2) Protection of position and benefits  
The employee shall resume his / her position and salary upon return from pregnancy and / or parental leave, with no loss of accrued benefits. Sick leave credits are not earned while on pregnancy and parental leave.
  - (3) Procedure for return to duty.  
The employee may return to duty after two (2) weeks notice of her intention to do so on the production of a certificate of fitness from a physician but if returning as an active fire fighter may be required by the City to be functionally assessed and/or proceed through a work hardening program.

- (4) **Illness Associated with Pregnancy**  
An employee may be awarded sick leave for illness that is result of or may be associated with pregnancy up to the beginning of the sixth (6<sup>th</sup>) month of pregnancy.
- (5) **Benefits on Pregnancy/Parental Leave**  
While on pregnancy and parental leave, employees shall continue to accumulate seniority. Vacation credits will be earned during the seventeen (17) week pregnancy leave only.
- (6) **Paternity Leave**  
A Paternity Leave of two (2) days shall be provided for new fathers without loss of pay.
- (7) **Adoption Leave**  
Subject to the approval of the employer, special leave without pay for a maximum period of twenty-nine (29) weeks may be granted to an employee who legally adopts a child and upon presentation of proof of adoption. While on adoption leave, employees shall continue to accumulate service for seniority purposes only. Such leave shall not be unreasonably denied. When an employee becomes an adoptive parent, he/she may apply for paternity leave under EI legislation allowing him/her to take maximum leave from work. The employee will be responsible for the total cost of group benefit premiums during such leave.

(8)  
The employee shall resume his/her position and salary upon return from adoptive leave with no loss of accrued benefits. Annual vacation and sick leave credits are not earned on adoptive leave. The employee may return to duty after two (2) weeks notice to the employer.

10.03 Annual physical examination may be required by the City and this examination will be at the City's expense and by a medical doctor designated by the City.

10:04 (a) Sick leave with pay is a benefit designed to provide protection from loss of income due to bona fide illness or non-compensable injury where an employee is prevented from carrying out his/her normal duties or other assigned duties by reason of his/her condition.

(b) The parties have agreed to co-operate to ascertain the cause, monitor and correct identifiable problems in any use of sick leave beyond expected norms, wherever practicable.

(c) The following describes the sick leave benefit and conditions that apply:

(1) All existing employees on the seniority list as of January 1, 2001 shall be entitled to paid sick leave according to the following scale and such sick leave benefits will be accumulative for all employees providing that they are subscribing members to the group benefit plan:

1 to 15 years	1 ½ days per month of time worked to a maximum of 120 days
16 to 25 years	1 ½ days per month of time worked to a maximum of 180 days
26 years to retirement	1 ½ days per month of time worked retirement maximum of 260 days.

All new employees hired after January 1, 2001 shall earn sick leave at the rate of one (1) day per month of time worked to a maximum of seventy-five (75) days.

There shall be no recalculation of days available at date of signing. The change to time worked will apply after the date of signing. Time worked excludes any cumulative period of lost scheduled work days, (1) for which the employee did not receive regular pay or vacation pay or vacation pay from the employer, (2) for periods of sick leave with or without pay. One month shall equate to sixteen (16) days (for employees on a non-rotating shift, a month shall equate to 21 days) such that for each sixteen (16) days lost (or 21 days lost for non-rotating shift employees), entitlement for sick leave is reduced by 1-1/2 days in that year except for employees hired after January 1, 2001 in which case the reduction will be one (1) day.

(See Letter of understanding regarding entitlement for relief firefighters)

(2) The Fire Chief may require an employee or relief firefighter to submit a medical certificate. In any event sick leave in excess of three (3) consecutive working days or a total of seven (7) days for a year shall not be paid for unless the employee or relief firefighter has submitted a medical certificate before he returns to work.

(3) Sick leave will be allowed at a full rate of normal daily pay up to the total number of days the employee has accumulated. Shift for shift will apply.

- (4) Any weekly indemnity provided by any group insurance plan sponsored jointly by the City and the employee, or by the City solely, would be remitted in its entirety to the City in the case of the first one hundred and twenty (120) days.
- (5) All employees eligible to do so shall be subscribing members of the City sponsored group medical plan.
- (6) Sick leave benefits will not apply in the case of Workers' Compensation compensable workplace injuries, compensable accidents where recovery for lost wages or benefits is acquired, or after the elimination/waiting period for Employment Insurance and/or Long Term Disability benefits has been exhausted, nor will accumulated time be reduced for this reason. For clarification, the parties have outlined their mutual intent when interpreting this provision. (See Letter of Interpretation attached).
- (7) Labour/Management Sick Leave Committee will meet at the call of the Chief to discuss any suspected pattern of sick leave abuse.

- 10:04:01 In recognition of the mutual obligations arising under the Newfoundland Human Rights Code, the Workplace Health & Safety and Compensation Commission Act, and the Occupational Health & Safety Act, the parties have agreed to establish a Joint Early Safe Return to work Committee (JESRWC) to assist the early safe return to work of employees attempting to return to work following illness or injury and meet their respective obligations under such legislation.
- 10:04:02 The JESRWC will be constituted with two (2) representatives from the City and two (2) representatives from the Union and shall meet at the request of the Chief to assist in solving any issues or concerns arising from an employee or relief firefighter's attempt to return to work following an absence other than those absences of common occurrence of less than one calendar month duration, e.g. flu, common cold, cut fingers, and other similar minor ailments.
- 10:04:03 The Committee once summoned to meet shall meet within two (2) days (City Hall operating days) to review the matter with the Chief and the employee or relief firefighter concerned.
- 10:04:04 The employee or relief firefighter shall provide as much notice as possible of his/her intent to return to work and comply with any requests for information made by the Committee and with any directives of the Committee to provide functional assessment information from an independent health care professional.

- 10:04:05 An employee seeking to return to work after any absence in excess of ten (10) tours, shall be required to provide a functional analysis respecting a return to duties from a health care professional selected by the Committee. The functional analysis shall be paid for by the City unless the Chief shall inform the Committee the analysis is not required in which event the Committee shall not have any responsibility to request or detain a functional assessment.
- 10:04:06 The Committee will review all its information as contemplated above and in consultation with the employee or relief firefighter and Chief, develop, monitor, evaluate, revise and communicate an Early Safe Return to Work Plan in accordance with the City of Corner Brook Occupational Health & Safety Program. Input into the creation or amendment of the Program by the Union, will be through the Joint Occupational Health & Safety Committee.
- 10:04:07 Employees and relief firefighters shall comply with the plan as developed or amended.
- 10:04:08 A quorum of the Committee shall be two (2), being at least one (1) representative of each party who may, if attending alone, act as proxy for the other representative of the party appointing him or her. The Chief and Local President shall not be appointed to the Committee.
- 10:04:09 An employee or relief firefighter shall not suffer loss of regular pay or benefits arising for all hours actually worked while under the early safe return to work plan.
- Members of the Committee shall suffer no loss of regular pay or benefits arising from the time spent in Committee meetings.
- 10.05 Where employees accept early retirement as approved by Council, they may continue to avail of the Extended Health and Dental coverages from age 55 to age 65, as may be available to Fire Department employees currently working (up to age 65). Retirees who avail of these coverages shall pay fifty percent (50%) and the City shall pay fifty percent (50%) of the monthly premiums for those coverages.

## **ARTICLE XI - WORKERS' COMPENSATION**

- 11:01 In the event of an employee or relief firefighter sustaining an accident on the job and deriving workers' compensation therefore, the City will loan the employee or relief firefighter a sufficient amount of money to insure that the employee or relief firefighter affected will continue to receive a weekly sum equal to what he would receive from the Workers' Compensation Commission. The loan will be interest free and extended weekly until the Workers' Compensation intake officer makes a determination with respect to the claim.

Such loan payments will commence immediately and will terminate with the determination of the officer. In the event of acceptance of the claim, the employee or relief firefighter will insure that the Workers' Compensation funds in respect of the processing period are directed first to the City in repayment of the total loan extended to the individual. In the event the claim is denied, the loan remains repayable by the employee or relief firefighter upon such terms as may be privately arranged between him/her and the City, but if no suitable arrangements are made for repayment of the loan, then the City may deduct from wages or monies owing by the City to the employee or relief firefighter, such sums as are necessary to ensure repayment within 60 days. Workers' Compensation cheques issued by the Workers' Compensation Commission for compensation payment must be submitted to the Payroll Supervisor until the loan is repaid.

11.02 **Accumulation of Benefits**

While on Workers' Compensation, an employee shall continue to accumulate sick leave, vacation, (paid holidays and floaters for employees on non-rotating shift only), and severance pay for one (1) continuous year at the same rate as he/she would if he/she had not been injured.

**ARTICLE XII - ANNUAL VACATION LEAVE**

12:01 All employees covered by this Agreement shall annually be entitled to paid vacation based upon the following:

In and after one (1) full year of service	2 weeks with pay
After four (4) full years of service	3 weeks with pay
After nine (9) full years of service	4 weeks with pay
After twenty (20) full years of service	5 weeks with pay
After twenty-five (25) full years of service	6 weeks with pay

Weeks mean "working tours"

12:02 An employee terminating his/her employment at any time in his/her vacation year, before he/she has had his/her vacation shall be entitled to earned vacation leave pay to be computed at the rate of one twelfth of the entitled vacation for each month of service in lieu of such vacation. On normal retirement at age 65 or on early retirement between ages 60-65 with at least 35 years of service, a retiring employee shall be entitled to the same vacation or vacation pay which he/she would have earned if he/she had continued in employment to the end of the calendar year.

12.03 When a payday occurs during an employee's annual vacation period, the employee shall be entitled to draw such pay before starting his annual vacation leave. Employees seeking to avail of this clause shall provide at least one pay period notice to draw such pay in advance.

12.04 In the event of an emergency, the starting time of an employee's scheduled annual vacation leave may be temporarily deferred.

12:05.01 It is agreed that the following days listed as "statutory holidays" will be treated as working days but the pay for such days shall be deemed to have been added to the total compensation package of all employees. All time off during the calendar year (with and without pay) shall be considered as an equivalent or better benefit in lieu of all such holidays.

The holidays affected are:

1. New Year's Day
2. St. Patrick's Day
3. Good Friday
4. Easter Monday
5. Commonwealth Day
6. Discovery Day
7. Canada Day
8. Labour Day
9. Thanksgiving Day
10. Armistice Day
11. Christmas Day
12. Boxing Day
13. Birthday
14. Civic Holiday

12:05:02 For surrendering holiday in lieu days, all active employees and relief firefighters on rotating shift on the existing seniority list as of January 1, 2001, the City will pay \$175.00 per month "holiday in lieu pay" effective January 1, 2002. The above amount will be paid in weekly installments with each pay the employee is entitled to receive.

12:05:03 Relief firefighters shall continue to enjoy access to the collective agreement in accordance with the understandings reached and operating under the previous agreement except as specifically stated otherwise herein.

12:05:04 For all active employees on non rotating shift the current practice respecting floaters and "closed" days will apply as is presently done.

12.06 Vacations shall be selected within each shift on or before February 10 each year and their expressed preference placed upon the posted vacation

schedules. Completed vacation selections will be monitored by the group captain of the shift, subject to approval of the Fire Chief. The vacation schedule for each member of the shift is subject to the approval of the Fire Chief who will re-post the finalized vacation schedule on or before March 1. The parties agree to co-operate in ensuring a maximum of two (2) employees per shift off on annual vacation at any one time, provided, however, that requests for vacation of more than two tours' duration must first be approved by the group concerned. Any dispute unresolved by the group shall be decided by the Fire Chief (See clause 29:01:02).

Any days remaining on December 31 as a result of failure to schedule annual leave days in such a manner as to not exceed two (2) persons off at any one time, shall result in a loss of all remaining pay and time off. In no event shall annual leave be deferred except as provided in Article 12:04 and/or 12.07. This clause does not apply to any days scheduled but changed at the request of the City.

12.06.01 Vacations scheduled in accordance with Article 12:06 shall not be interrupted or altered except as provided in Article 12:04 and /or 12.07.

12:06:02 The City will continue to maintain the existing unionized firefighters' relief pool to accommodate staffing requirements arising from sick leave, bereavement leave, union leave, emergency leave, on an as required basis in preference to any other persons used for relief. Notwithstanding the above, the Chief and the Union executive can agree to utilize relief firefighters on shift to provide an employee time off, in special circumstances.

12:07 In the event of an employee who has un-used vacation but unable to avail of vacation due to illness or injury may within 30 days of his/her return to work the employee schedule his or her available vacation in accordance with this agreement and internal selection process, or, opt to receive the equivalent monetary, value. The maximum deferred vacation entitlement is two (2) years worth of earned vacation entitlement.

**ARTICLE XIII - LEAVE OF ABSENCE**

13.01 An employee shall be granted four (4) working days bereavement leave that must be taken within two tours of the date of death. Bereavement leave shall be without loss of pay. Bereavement leave shall only arise in the event of the death of a spouse as defined by the pension benefits legislation of the Province of Newfoundland and Labrador which includes common law spouse, also mother, father, child, brother, sister, brothers-in-law, sisters-in-law, son-in-law and daughter-in-law, grandparents, grandchild, father-in-law, mother-in-law. In-laws mentioned herein shall only be those arising from an existing

lawful marriage and relatives as stated herein shall only mean legally adopted or direct blood relatives. Step parents are included in the terms mother or father only when same are the legal guardian(s) appointed by order of a court or where the employee lived primarily with an individual treated as a parent or step parent during his/her minority.

13:02 Leave of absence without loss of pay or seniority shall be granted on the Union's written request one (1) week in advance of the commencement of the leave for the purpose of members to attend to Union business. In no case shall the total person days exceed twenty (20) in any calendar year. In any negotiating year, the total days available will be increased by five (5) days. An additional five (5) person days, without loss of pay or seniority, may be granted at the discretion of the Fire Chief and such time will not be included in the twenty (20) person days available under this clause.

Any unpaid leave in addition to the above paid leave shall be subject to the discretion of the employer and shall not exceed thirty (30) days nor cause additional costs to the employer.

13.03 Leave of Absence for Full Time Union or Public Duties.

(a) The employer recognizes the right of an employee or relief firefighter to participate in public affairs. Therefore, upon written request, the employer shall allow leave of absence without loss of benefits so that the employee or relief firefighter may be a candidate in federal, provincial or municipal elections. An employee and/or relief firefighter who is elected to public office shall be allowed leave of absence without loss of seniority during his terms of office. A maximum of one (1) term allowable at no cost to the City.

(b) An employee or relief firefighter who is elected or selected for a full time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave may be extended by mutual consent.

13:04 In the event of extreme family emergencies and provided that an employee has no vacation time or statutory holidays remaining, or if vacation time cannot be approved, the Fire Chief will consider special family emergency leave not to exceed three (3) days in any calendar year providing that the employee can demonstrate the necessity for such leave.

13:05 Employer agrees that it is to the mutual benefit of the employer and the employee to improve the educational standards of the workforce. Accordingly, the employer agrees that employees with five (5) years accumulated employment who wish to further their education, shall be permitted up to one

(1) year of education leave. Any education leave required beyond the one (1) year period shall be subject to discussion between the Union and the City. Any benefits based on service and seniority shall be retained. Upon completion of the leave the employee shall return to his position which he held prior to the education leave.

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his employment qualifications to a maximum of one (1) day per exam.

Eighty percent (80%) of tuition, course fees and books will be paid by the City provided:

1. That the course is work related and has been recommended by the Human Resources Officer, and approved by the Chief.  
AND
2. That the course has been successfully completed.

13.06

Training and upgrading of skills is an important aspect of maintaining an efficient workplace and a competent workforce, and both parties recognize that employees, relief firefighters and the employer share responsibility in this regard. Employees and/or relief firefighters will suffer no loss of regular straight time pay or benefits for training or upgrading or while traveling to do such training or upgrading approved by the City. Employees and relief firefighters will also be reimbursed in accordance with the per diem policy of the City where training or upgrading takes place outside the City limits. No pay or other premiums will apply while traveling except when traveling during regular scheduled working hours. Pay for time at such training shall be as per Article 8:01. Provided however, that should the employer direct an employee or relief firefighter to take specific training at a location more than thirty (30) km from City Hall (by the shortest land route), the employer will provide to the employee a flat fee stipend of \$50.00 in recognition of the personal time lost traveling, for each training/upgrading session. An employee or relief firefighter who receives training/upgrading under this provision shall apply for any officer position requiring the skills/training involved in accordance with Article 14. Unless an employee or relief firefighter accepts a promotion also requiring the skills and qualifications acquired, or is required to move from the position as a matter of disability accommodation, or is promoted into management, he/she shall remain in the position for a period of two (2) years subject to successfully completing the trial period, or be required to reimburse the City for all costs associated with such training/upgrading pro rata to the number of years less than two (2).

#### **ARTICLE XIV - CAREER ADVANCEMENT**

- 14:01 At any stage of an individual's career, the individual has the right to request the necessary information and relevant study materials from the Chief to advance his/her career. It is understood that it is the responsibility of the individuals to obtain the necessary skills and/or courses necessary to move their career forward on an ongoing basis
- 14:02 Advancement from Fourth Class Firefighter to First Class Firefighter will be subject to the candidate's successful attainment of the Department standards for each level of Firefighter, including a successful completion of a review by a Board of Evaluation. The Board of Evaluation shall consist of the Fire Chief, Deputy Fire Chief and Training Officer. Two representatives appointed by the Corner Brook Fire Fighters Association Local 1222 prior to each examination and the Manager of Human Resources, or his designate, will be in attendance as observers. Should any written testing be administered the pass mark will be 85%.
- 14:03 If the testing takes place prior to the anniversary of a candidate's hiring date, and the candidate successfully completes the standards, the salary increase will take effect on the anniversary of their date of hire. If the testing takes place after the anniversary of a candidate's hiring date, and the candidate is successful, their salary increase becomes effective immediately upon successful completion unless the delay in testing is management's responsibility, in which case the salary increase will be retroactive to the anniversary date.
- 14:04 All newly hired employees/relief firefighters shall serve a probationary period of six (6) continuous months actively at work from their date of hire in the position. If an employee/relief firefighter is not actively at work for more than one (1) of those six (6) months, then the probationary period shall be adjusted accordingly.
- Prior to the end of the probationary period, probationary employees/relief firefighters in the classification of probationary must attain a passing mark of at least eighty-five percent (85%) on a step level test and successfully complete a Board of Evaluation review. If the probationary employee/relief firefighter does not meet these requirements, and/or is unsuccessful in passing his/her probationary period for reasons including poor performance and unsuitability, then he/she shall be released from employment.
- All employees promoted to an officer classification within the bargaining unit shall be on a trial period for a period of six (6) months during which time their performance and leadership ability will be reviewed by the Chief, a Deputy Fire Chief, and an Assistant Deputy Chief with the Captain of Training, and should in the opinion of the Chief, a Deputy Fire Chief, and an Assistant Deputy Chief with the Captain of Training, the officer not meet the requirements of the

position or be found unsuitable, then he/she will be returned to his/her former rank. Should the employee during the trial period desire to do so, he may return to his former rank or position. If however the employee taking the promotion occupies the new position beyond the six (6) month period of probation and either seeks or is required to surrender the promoted position he/she must accept a return to his former division as a First Class Firefighter notwithstanding his rank at the time of taking the promotion.

14:05 Subject to the provisions of 14.02, 14.03 and 14.04, any employee or relief firefighter who has successfully completed a minimum of 2,080 straight time hours at work at the rank of 4<sup>th</sup> Class Firefighter inclusive of the probationary period as specified in Clause 14:04 shall be promoted to the rank of 3<sup>rd</sup> Class Firefighter as outlined in this Collective Agreement.

14:06 Subject to the provisions of 14.02 and 14.03, any employee or relief firefighter who has successfully completed a minimum of 4,160 straight time hours at work shall be promoted to the rank of 2<sup>nd</sup> Class Firefighter as outlined in this Collective Agreement.

14:07 Subject to the provisions of 14.02 and 14.03 any full time employee who has successfully completed a minimum of 6,240 straight time hours at work shall be promoted to the rank of 1<sup>st</sup> Class Firefighter as outlined in this Collective Agreement. Testing shall always be a requirement of this promotion.

### **CAREER ADVANCEMENT PROMOTIONAL ROUTINE**

14:08 There shall be maintained within the Fire Department two (2) Promotional Rosters: Promotional Roster Number One for Captains; and Promotional Roster Number Two for Lieutenants.

14:09 When a vacancy occurs within the ranks of Captain or Lieutenant, it shall be filled by the number one ranked firefighter (to Lieutenant) and #1 ranked Lieutenant (to Captain) as determined under the following process.

14:10 Entry to any Promotional Roster shall be by examination and evaluation by the Board of Evaluation, which shall be conducted as required, with the results of such examinations and evaluation of each applicant posted on the bulletin board.

### **LIEUTENANTS**

14:11 The Lieutenant exam shall be conducted by the Training Officer and Chief. The exam shall consist of a written questionnaire not to exceed one hundred fifty (150) questions based on NFPA 1001 level II Standards. Qualification as Lieutenant shall be subject to the Employee passing this qualifying exam with

a minimum score of 85%. Employees will be eligible to write the Lieutenant exam in and after their eighth (8th) year of service with at least four (4) continuous years of service as a first class firefighter.

- 14.12 Employees who fail to qualify for the Lieutenant classification, shall have one (1) additional opportunity to do so within three (3) months. If the employee fails to qualify within the three (3) months, the employee will not be eligible to qualify until an additional twelve (12) months has elapsed or the next promotional routine is done, whichever occurs last.

### **CAPTAINS**

- 14:13 In order to apply for the position on the promotional roster of Captain, employees must be enrolled and successfully complete a fire service leadership program from a recognized post secondary institution of learning, and/or other fire suppression officer training approved by the Chief and be (a) working at the rank of Lieutenant or (b) be on the existing Lieutenant's Roster accepting temporary assignments to the position of Lieutenant (for clarity, any employee that has successfully completed the Dalhousie leadership program will not be required to obtain re-certification under an alternate approved fire service leadership program).

- 14:14 The Fire Service Leadership Program and other fire suppression officer training approved by the Chief, will be accessible to all IAFF members either on paper or electronically. For clarity any employee that has successfully completed the Dalhousie leadership program will not be required to obtain re-certification under an alternate approved fire service leadership program.

- 14:15 Employees must attain a Certificate in a designated leadership program approved by the Corner Brook Fire Department and have actual firefighting experience within the ranks, as a pre-requisite to being confirmed in the position.

### **GENERALLY & TRANSITION**

- 14:16:01 The promotional routine shall consist of a written exam and practical assessment that is specific to the position being applied for, and an interview for suitability that is job related. Upon obtaining a pass mark of eighty-five percent (85%) as graded in accordance with Clause 14:22 the successful candidate shall then be placed on the applicable Promotional Roster in descending order of seniority.

- 14:16:02 Notwithstanding the introduction of new promotional routine, the existing promotional rosters as of December 16, 2005 will continue for the life of this Agreement with any additions in accordance with the procedures set out in this Article 14. For certainty all new additions to the Rosters shall be subject to the provisions of Clause 14:17.
- 14:17 The candidate on appearing first on the applicable Roster, shall take the promotion or be removed from that Roster.
- 14:18 Routines shall be conducted as required by the Fire Department, but a routine must be conducted: (i) for the Lieutenant's Promotional Roster when that Roster has less than 6 eligible candidates or, (ii) for the Captain's Promotional Roster if that Roster has less than 4 eligible candidates.
- 14:19 The Union and management observers to the Board of Evaluation deliberations and activities, agree to and must maintain secrecy with regards to all matters of a confidential nature to which they are exposed.
- 14:20:01 Where the Chief has reason to believe that an employee/officer will be absent from duty more than six (6) weeks, his/her position will be filled from the appropriate Promotional Roster list in order of seniority.
- 14.20.02.01 Where the duration of the absence is expected to be less than six (6) weeks, his/her position shall be filled by the employee having the greatest seniority on the promotional roster pertaining to the platoon concerned.
- 14.20.02.02 In the event of a split shift, the employee with the greatest seniority on the appropriate promotional roster from the on call platoon, will fill the available position.
- Where the assigned employee from the promotional roster is more senior than the acting office appointed under clause 14.20.01, the senior employee will assume the higher rank.
- 14:21 Should management decide there is a need to appoint someone to act on a temporary assignment to the position outside the bargaining unit, the choice for the assignment will be made from the Captains, and/or the Captain's Roster by the Chief without loss of seniority.
- 14:22 Examinations, in house, shall be valued at one hundred (100) with a pass mark of 85%. The examination shall consist of a review of all courses and training required or recommended by the Department and Human Resources with the components of the exam graded based upon the following maximum values:

- (a) Practical-40 points
- (b) Oral-10 points
- (c) Written-30 points
- (d) Service Experience (seniority) – 1 point for each 5 years to a maximum of 7 points.
- (e) Merit/leadership -13 points

14.23 When by reason of death, resignation, retirement or termination a vacancy occurs in a permanent position in the bargaining unit that has not been declared redundant, management will take reasonable efforts to fill the vacancy within thirty (30) days.

14.24 An employee upon taking a leave of absence not related to the job shall maintain his position on the promotional roster in accordance with his seniority for a maximum of two years.

14:25 Subject to a contrary order of Labour Relations Board, in the event of amalgamation, seniority shall accrue from the date upon which the employee/relief firefighter commenced employment with the City of Corner Brook and has become a member in good standing with the I.A.F.F. Local 1222.

**ARTICLE XV - SENIORITY**

15:01 In filling vacancies and in all lay-offs and re-hirings after lay-offs, the factors of ability, competence and aptitude shall have equal weight with seniority.

15:02 Seniority shall be department wide covering all employees for whom this Union is the bargaining agent.

15:03 Within sixty (60) days after the signing of this Agreement or date of its renewal, a seniority list prepared by the City shall be posted in places accessible to all employees covered herein, showing for each employee listed thereon:

- (a) Name
- (b) Classifications
- (c) Seniority Date

15:04 A separate seniority list for Relief Firefighters will be prepared as follows:

- a) Name
- b) Classification
- c) Seniority date.

Seniority for Relief Firefighters will accrue after thirty (30) working days. The probationary period if hired as a full time regular firefighter, shall be in

accordance with 15:07 without credit for time worked as a Relief Firefighter. Relief Firefighters will be scheduled by rotation of those on the Relief Firefighter list.

- 15:05 Each employee or relief firefighter shall be permitted a period of thirty (30) days after the posting of the applicable seniority list to protest to the City any omission or incorrect posting affecting his/her seniority. If the seniority date is not protested within the prescribed time limit after the initial appearance of the name on the list, such date shall stand as correct and official on all subsequent lists, except to any changes between lists.
- 15:06 When an employee is on vacation, leave of absence, sick leave or laid off at the time of posting of the initial list or any subsequent list, he/she may protest at any time up to thirty (30) days after his/her return to work.
- 15:07 An employee shall not attain or accrue regular seniority until he/she has been placed on the permanent payroll of the City. The employee shall service six (6) months probationary period and thereafter his/her name shall be added to the seniority list with his/her seniority dating from the day he/she was placed on the permanent payroll.
- 15:08 An employee or relief firefighter who is dismissed for justifiable cause, or who quits the job, shall lose all seniority.
- 15:09 An employee laid off shall retain, but not accrue, seniority during such lay-off for a period not to exceed twenty-four (24) months.
- 15:10 An employee on approved leave of absence shall retain, but not accrue, seniority while on such leave of absence for a period not to exceed one (1) year unless such leave of absence is for the purpose of studying and improving his ability and/or knowledge of his trade or craftsmanship in direct connection with his work, when he shall both retain and accrue seniority. While on leave of absence he shall be subject to being laid off in accordance with these seniority provisions. An employee cannot obtain leave of absence unless actually working with the Fire Department. An employee on leave of absence shall be deemed to be laid off from the time that the employee immediately below him in length of seniority is laid off.
- 15:11 An employee promoted to a managerial position or a position outside the bargaining unit shall retain and accrue seniority for a period of six (6) months from the date of promotion, and if demoted, shall have the right to revert back to his previous position provided he still retains ability, competence and aptitude.

- 15:12 An employee laid off must forthwith exercise any seniority he may hold. An employee who fails to exercise his seniority at time of lay-off shall forfeit his seniority in relation to the particular party whom he should have replaced.
- 15:13 An employee who is laid off or demoted due to reduction in force, shall be recalled to work in such order as entitled by reason of seniority, provided he has the necessary ability, competence and aptitude. An employee who fails to return to work within forty-eight (48) hours when recalled after lay-off shall forfeit his seniority unless he is hospitalized or absent from the City and cannot be reached.
- 15:14 An employee called up or joining the armed forces during an emergency shall retain and accrue seniority during his period of service in the armed forces provided he returns to his former position within two (2) months upon his final discharge before or following cessation of the emergency.
- 15:15 Should an employee appeal his being laid off as not being in accordance with the terms of this Agreement and should his appeal be sustained, he shall not lose seniority for the time he should rightfully have been at work, and in addition he shall be compensated at his usual rate of pay for all time lost, or granted such other compensation as may be agreed upon by the employee, and be recalled from lay-off, provided he has sufficient seniority and can efficiently perform the work available at the time.
- 15:16 The City will continue to place in the schedule, as required, available replacement relief firefighters to fill in for an employee who is approved for LTD and has an indefinite date of return. After the said employee is on LTD and has received two years of LTD benefits he/she shall be placed on the inactive status list for the purpose only of preserving access to medical benefits but without accruing service until the loss of LTD benefits usually at age 65 at which time he/she will be non-disciplinarily severed from employment for reasons of inability to perform the essential duties of the position of firefighter. Subject to the exception below, after being placed on the inactive status list his/her position will be immediately filled by the senior relief firefighter if not an officer position, and from the applicable Promotional Roster if an officer position. In exceptional circumstances where a date certain is provided by the specialist or attending physician that such an employee will return to his normal duties within thirty (30) days following the twenty fourth month of LTD benefits, the City will defer processing placing him/her on the inactive status list with loss of service to allow the (30) day period to expire or the employee to return to his duties whichever first occurs. Should the employee recover and be certified as fit to return to work as a firefighter or officer after 24 months off work he/she will be considered to be on lay-off and entitled to bump a junior employee in the same classification.

## **ARTICLE XVI - GRIEVANCE PROCEDURE**

16:01

- Step 1 The aggrieved employee or relief firefighter will as promptly as possible and in no case longer than twelve (12) days from the date of the incident, endeavour to adjust the grievance with the on duty Assistant Deputy Chief, who will within three (3) days of the next working day that City Hall is open, give his decision thereon. The employee or relief firefighter may have his Shop Steward or a member of his Union's Grievance Committee participate.
- Step 2 If the grievance cannot be adjusted with the Assistant Deputy Chief, the grievor may submit his grievance to the Grievance Committee of the Union. The Grievance Committee, if it desires to pursue the grievance further, shall within ten (10) days of the receipt of the written reply in Step 1 notify the Fire Chief in writing of its desire to hold a meeting. The Fire Chief shall arrange such a meeting within five (5) days of the next working day that City Hall is open, after receipt of such a written request. Such a meeting shall involve the Grievance Committee of the Union, the Manager of Human Resources and the Fire Chief or in his absence the Deputy Chief. The Fire Chief shall give his/her answer in writing within five (5) days of the next working day that City Hall is open after such a meeting.
- Step 3 In the event the grievance has not been resolved at Step 2 and the Grievance Committee wishes to carry the grievance further, the Grievance Committee within five (5) days of the next working day that City Hall is open, of receiving the reply from the Fire Chief, shall request in writing through the Manager of Human Resources that the grievance be taken up between the Grievance Committee and the Chief Administrative Officer. At all reasonable times subject to vacation leave, illness, scheduled travel or exigencies of the City, the Chief Administrative Officer shall arrange a meeting date within two (2) weeks after receipt of a written request. The Chief Administrative Officer shall within five (5) days of the next working day that City Hall is open give his decision in writing.
- Step 4 Failing a satisfactory settlement being reached in Step 3, the Union or the City may within twelve (12) months serve notice on the other, of their intention to submit the matter to arbitration.

16.02 The Union Grievance Committee named herein shall consist of two (2) members from the Executive of the Union and one (1) Shop Steward.

- 16.03 The time limits fixed in the grievance procedure may be extended by mutual written agreement of both parties.
- 16.04 Failure to conform with any requirements within this article shall render the discipline or discharge null and void. Failure of the Union to comply with the requirements of this Article shall render the grievance deemed abandoned.

## **ARTICLE XVII - ARBITRATION PROCEDURE**

- 17.01 The Arbitration Board shall be set up in the following manner:
- (a) Either party may notify the other of its desire to submit the difference to arbitration and the notice shall contain the name of the first appointee to the Arbitration Board. The recipient of the notice shall, within three (3) days, advise the other party of the name of its appointee to the Board. The two (2) 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 of the Board. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree on a chairman, within the time limit, the appointment shall be made by the Minister of Labour for Newfoundland upon the request of either party, and such appointment shall be accepted by both parties.
  - (b) The Arbitration Board shall hear and determine the difference and shall issue a decision which shall be final and binding upon the parties and upon any employee and relief firefighter affected by it. The decision of the majority shall be the decision of the Board but if there is no majority the decision of the Chairman shall be binding on both parties.
  - (c) The Board of Arbitration shall not have the power to alter or change any provision of this Agreement or to substitute any provision for any new existing one, or to give any decision inconsistent with the terms and provisions of this Agreement.
  - (d) Each of the parties hereto will bear the expenses and remuneration, if any of the Arbitrator appointed by it, or for it by the Minister of Labour, and parties will jointly bear the expenses and remuneration, if any, of the Chairman.
  - (e) The Arbitration Board shall be convened to deal with the business for which it was constituted by the Chairman within ten (10) days from the date it was constituted, unless temporarily deferred by the mutual consent of the parties hereto. Should any member of the Board be not available, a substitute will be appointed by the Minister of Labour for Newfoundland at the request of either party of the remaining member or members of the Board.

- 17.02 The time limits fixed in the arbitration procedure may be extended by mutual written agreement of both parties.
- 17.03 Where the parties mutually agree, a sole arbitrator may be appointed in place of a Board of Arbitration. The sole arbitrator shall have all the rights and powers of a Board of Arbitration appointed under this Article. Each party shall pay one-half of the fees and expenses of the Arbitrator.

## **ARTICLE XVIII - DISCHARGE & DISCIPLINE**

- 18:01 Discharging or disciplining of an employee or relief firefighter shall be for a just and reasonable cause. Discharge or discipline of an employee or relief firefighter shall be effected by written notice signed by the Fire Chief and/or the Chief Administrative Officer or their respective designates within forty-eight (48) hours after the conclusion of the investigation into the incident by the City. Except where, in the opinion of management, an investigation could be hampered or jeopardized, the employee or relief firefighter will be informed that an investigation is underway. Such investigations will ordinarily be completed within 30 days of the employer becoming aware of the matter under investigation. Where the investigation results in evidence of infractions of the employer's rules by others, notice of investigation is not required.
- 18.02 Such discharge or discipline shall be subject to the grievance procedure as laid down and should such procedure prove that an injustice has been done the employee or relief firefighter shall be reinstated without loss of seniority and compensated at his usual rate of pay for all time lost; or granted such other compensation which in the opinion of the conferring parties is reasonable, provided that such arrangement will not exceed the equivalent of compensation for all time lost.
- 18.03 If an employee or relief firefighter commits an offense and it is necessary for the City to record an official caution of other disciplinary action against the employee or relief firefighter, the City shall submit a copy of such action to the Union and the employee or relief firefighter concerned within thirty (30) days of the incident taking place. If the reprimand is not recorded within thirty (30) days, it shall not be valid against the employee or relief firefighter at a later date.
- 18.04 Resignations from the Fire Department shall be, in writing, and tendered to the Fire Chief with a copy to the Human Resources Officer, with a copy, initialed and dated by the Fire Chief or his designate, to be retained by the employee or relief firefighter. Said resignation may only be retracted within seven (7) calendar days from the date the resignation is tendered. Should the employee or relief firefighter retract his resignation within this seven (7) day period, it shall be without loss of benefits or seniority.

## **ARTICLE XIX - PERSONNEL FILES**

- 19.01 A copy of any document resulting from disciplinary action and retained in an employee or relief firefighter's personnel file, will be given to the employee or relief firefighter who shall be required to sign the document indicating he has seen it.
- 19.02 Any written reprimand or written warning becoming part of an employee's or relief firefighter's file shall not be used against him at any time after two (2) years has elapsed, providing another warning or reprimand has not been given within that period. An employee may request a copy of all discipline given in written form that the City is not permitted to use, by reason of this clause, against that employee in determining a pending disciplinary measure.
- 19.03 If an employee or relief firefighter has a grievance, any documents retained in his file pertaining to the grievance will be made available to him/her or with the employee or relief firefighter's permission to a representative of the Union for inspection during normal office hours.

## **ARTICLE XX - COURT ATTENDANCE**

- 20.01 Any employee who is required to attend court on his/her scheduled off shift/off duty time on a matter arising out of the course of his employment, shall be compensated at the rate of time and one-half, subject to a minimum of two (2) hours.
- 20.02 If a regular full time employee is called for jury duty and is scheduled to work a night shift (6 p.m. - 8:00 a.m.) immediately prior to court convening, he shall have the night shift off with pay.

## **ARTICLE XXI - MEALS**

- 21:01 The City agrees to provide a meal to an employee and/or relief firefighter being paid the overtime rate under the following conditions:
- (a) Should an employee or relief firefighter be required to remain at work for a period of thirty (30) minutes beyond his normal shift end at 8:00 a.m. or 6:00 p.m.
  - (b) Should an employee or relief firefighter be on call for any reason and is required to be at work beyond thirty (30) minutes after regular meal hours designated at 8:00 a.m., between 11:30 a.m. and 1:30 p.m., or 6:00 p.m.

- (c) The employee or relief firefighter will ordinarily be provided with a meal or voucher. In circumstances where such meals cannot reasonably be provided, or in practical terms are inappropriate for the purpose provision of meals as intended, management will issue a food voucher with a face value of up to \$12.50. Such vouchers will have no cash value except for meals and food stuffs redeemable at approved establishments within the City. The Chief or his designate will use his best efforts to expand the number of locations where these food vouchers can be redeemed with particular emphasis on after hours establishments and those that sell food stuffs for preparation at the fire station.
- (d) The Fire Chief or his/her representative will use his/her best efforts to provide a meal after four (4) hours at any scene of an emergency between the hours of 6:00 pm and 8:00 am to all employees and/or relief firefighters and to the off-shift and/or off-duty employees reporting for a call-in and who work at least four (4) hours.
- (e) An employee or relief firefighter required to work the first portion of a split shift during a night shift will receive an additional meal or meal voucher in accordance with 21:01 (c).

**ARTICLE XXII - STANDBY PAY**

22:01 It is understood and agreed by both parties that standby duties are an integral part of the employee's job due to the nature of the job and of the shift schedules. As such, standby compensation is reflected in the employee's pay and therefore when scheduled to be on standby, an employee must be available for duty when called.

22:02 The City will limit the number of employees on call at any one time to seven (7). The employees designated as on call will be provided with a communication device, such as a beeper for contact, and such employees must report immediately when called.

Employees who have been on call, subject to recall (issued communication devices for off shift) will, in addition to compensation provided for under Clause 9:01 for reporting to a call-in, be entitled to an annual standby fee in the amount \$500.00 to be paid on the 1<sup>st</sup> pay period in November and prorated for each employee to the number of tours of duty completed in the period between November 1 and October 31, as a percentage of the total number of tours available to him/her in that period, pro rated to account for extended leaves that are unpaid, sick leave, Long Term Disability, but not include periods of on Workers' Compensation and vacation.

**ARTICLE XXIII - SEVERANCE PAY**

23.01 Severance Pay

- (a) An employee, or relief fire fighter as defined in Clause 4.03, who was on the seniority list on the 1<sup>st</sup> day of January 2001 and who has or achieves not less than seven (7) years of service, will be entitled to severance pay in accordance with the following schedule: Age plus years of service, divided by five (5) will determine the number of weeks' severance pay, not to exceed \$14,000.
- (b) A new employee who was not on the seniority list on the 1<sup>st</sup> day of January 2001 and who subsequently has or achieves not less than seven (7) years of service and who loses seniority under Clause 15.09, will be entitled to severance pay in accordance with the following schedule: years of service, will determine the number of weeks' severance pay, not to exceed fifteen thousand dollars (\$15,000) or twenty (20) weeks' pay whichever is the lesser.
- (c) A new employee who was not on the seniority list on the 1<sup>st</sup> day of January 2001, and who has less than twenty (20) calendar years' membership in the Pension Plan on the date of his/her retirement under the Plan, shall be entitled to severance pay in accordance with the schedule stated in 23.01 (b).

23:02 Upon termination from employment, (except temporary lay-off which is defined as layoff of less than 13 weeks in a 20 week period and the employee surrenders his/her recall rights when applying for severance on or after the 13<sup>th</sup> week) only employees on seniority list on January 1, 2001 will receive payment for any unused portion of his or her sick leave to a maximum of sixty-two (62) sick leave days as per the calculation below:

Calculation:

- 1. Captains of Inspection and Training calculated at 7.5 hours per day. Note: Captains of Inspection and Training the sick leave payout will be prorated to reflect time worked as a shift worker.
- 2. Rotational shift employee calculated at 12 hours per day.

Employees who have had sick leave purchased out while employed under a C.U.P.E. Local 706 collective agreement and who have acquired full time positions in the Fire Department, shall have the amount of sick leave so purchased converted to the equivalent of 12 hour days (example 30 (8) hour sick days equivalent to 20 (12) hour days under Local 1222 collective agreement) and the equivalent shall be deducted from that Employee's entitlement under this clause.

## **ARTICLE XXIV - LEGAL PROTECTION**

24.01 The City shall maintain adequate liability insurance for each employee or relief firefighter while he is acting within the scope of employment with the City. All reasonable expenses and cost with respect to any civil or criminal action taken against an employee or relief firefighter arising out of member's action while engaged in his duties, shall be paid by the City.

## **ARTICLE XXV - HEALTH & SAFETY**

25.01 (a) All protective clothing used by employees and relief firefighters and provided by the City of Corner Brook shall meet the minimum standards of the NFPA 1971 and upon replacement will be replaced by clothing under the current NFPA standards.

(b) Other items not covered by NFPA standards will, wherever possible, meet the Canadian Standards Association standard if same exists.

25.02 The City will bear the cost of Hepatitis A and B (currently offered as Twin Rix) and other employee/relief firefighter requested vaccinations which are or offer protection from reasonable risks related to fire fighting duties.

25.03 Employee and Relief Firefighter Protection

Employees and Relief Firefighters shall not be required to enter a place of residence for inspection unless accompanied by a second party other than the occupant.

## **ARTICLE XXVI - PENSION**

26.01 In addition to the Canada Pension Plan, every employee shall join the Pension Plan as mutually agreed by the parties:

(a) The employer and the employee shall make contributions in accordance with the provisions of the plan. The employer's contribution shall be no less than the employee's contribution.

(b) The Pension Plan and the Group Benefits Plans through the insurers of the City will continue to be jointly administered by the Joint Group Benefits Committee established by the City. The Union shall have the right to appoint one representative to the Committee and may appoint an alternate to attend committee meetings in the absence of the member. If other City bargaining units increase their number of representatives from the current one (1) per unit the City agrees to amend this clause to ensure that like each of the other bargaining units this unit has the same number of representatives.

- (c) The provisions of the plan shall be fully negotiable between the Union and the employer.
- (d) Employees shall have the option to contribute voluntary premiums to the pension plan. Such contributions will not be matched by the employer.
- (e) All present employees eligible to do so may join the City's pension scheme.
- (f) All new employees eligible to do shall join the City's pension scheme.
- (g) Vesting table:  
At the end of the second year of participation, 100% to vest with the participant.
- (h) Retirement to be in accordance with the provisions of the City's pension plan.
- (i) Pension premium to be mandatory at 6%.

## **ARTICLE XXVII - TECHNOLOGICAL & OTHER CHANGES**

27:01 As far in advance as possible prior to technological changes, the City will discuss with the Union any impact on all or any employee or relief firefighter that would be affected by such change. In the event that the employer should introduce new methods or machines which require new or greater skills than are possessed by employee or relief firefighter under the present method of operation, such employee or relief firefighter shall be given sufficient opportunity to upgrade themselves. The expenses for such shall be:

The City will pay 100% tuition/training fees providing:

1. That the course is work related and has been recommended by the Human Resources Officer, and approved by the Fire Chief  
AND
2. That the course has been successfully completed.

An employee or relief firefighter who is displaced from his job by virtue of technological change or improvements will be given the opportunity to fill other vacancies for which he is qualified according to his seniority and the provisions of Article 15. Employees or relief firefighters receiving 100% per above, shall remain in the employ of the City for at least two (2) years. If the employee or relief firefighter leaves the employ of the City (other than layoff or retirement) prior to the two (2) years, the training costs will be pro-rated to the amount of

time worked with the two (2) year period after successful completion of the course.

(This clause does not apply to mandatory in-house {training by City employee} courses).

## **ARTICLE XXVIII - PHYSICAL FITNESS & HEALTH**

- 28.01.01 New employees” shall mean for the purposes of this Article 28 regular full time and relief employees not on any seniority list under Firefighters collective agreement as of January 1, 2001.
- 28.01.02 The parties agree that in order to promote and preserve medical and physical fitness of employees and relief firefighters that a medical and physical fitness program for the Corner Brook Fire Department will be the IAFF/IAFC Fire Service Joint Labour Management Wellness/Fitness Initiative. A copy of which forms part of this agreement.
- 28.01.03 It is understood by all concerned that the physical fitness standards covered by the IAFF/IAFC Fire Service Joint Labour Management Wellness/Fitness Initiative will positively influence job performance and personal health. Physical fitness standards are fundamental to the program and involve exercise prescription and counseling for those firefighters who fail to meet the minimum standard.
- 28.01.04 Employees on seniority list prior to January 1, 2001 shall be exempt from the application of this program but all employees and relief firefighters are encouraged to maintain a level of fitness and health in keeping with their duties.
- 28.01.05 The parties are agreed however that the standard set forth in the program is goal to ensure reasonable job performance, personal health and the safety of employees (hired and placed upon the seniority list after January 1, 2001) and relief firefighters engaged in the profession they represent and as a consequence agree that employees (hired and placed upon the seniority list after January 1, 2001), should meet and maintain the standards of the program. A failure to meet the minimum standards on point of hiring and/or during the probationary period will result in immediate non-disciplinary termination.
- 28.01.06 Failure to meet the without reasonable excuse may require the employee (added to seniority list after January 1, 2001) or relief firefighter (added to seniority list after January 1, 2001) to be placed on a compulsory regimen to meets the standards.

28.01.07 The implementation of this program is subject to the "Physical Fitness" Letter of Understanding

## **ARTICLE XXIX - MANNING OF FIRE STATIONS**

29.01 One Station Operation

Effective June 1, 1997, while the City is operating only one fire station each platoon will have a maximum of eleven (11) permanent unionized positions, to facilitate the second man off.

29:01:02 For the purposes of ensuring adequate emergency response the City agrees to ensure that a minimum of seven (7) employees are available for a response on a shift inclusive of the relief firefighters in accordance with operational practice. This clause is deemed to have the interpretation set out in the letter of interpretation attached.

29:02 If regional Firefighting services or amalgamation take place during the term of this agreement, both parties agree to discuss the provisions related to the staffing of any new stations.

## **ARTICLE XXX - AMENDMENTS**

30.01 Subject always to the right of determination as in the following paragraph or article provided, it is distinctly understood and agreed that this Agreement is in no way to be regarded as being inalterable, but that it may be amended, altered or changed from time to time as may be agreed by and between the parties hereto, and such amendments, alterations and changes when so agreed upon shall have full force and effect and form part of this Agreement immediately after it is so agreed upon. The right of either of the parties hereto to seek amendment shall only arise after the party has given to the other party thirty (30) days notice in writing stating clearly the matter, or matters, proposed to be amended together with the proposed amendment or amendments and the necessary meeting will be held immediately after the expiration of the said thirty (30) days notice unless another date is mutually agreed upon. In the event of any alteration, amendments, or changes being agreed to by both parties then, and in such cases only, shall this Agreement be amended, altered or changed and shall thereafter continue in force as in Article XXXI provided.

## **ARTICLE XXXI - PERSONAL LOSS**

31:01 (a) While an employee in the performance of his/her duty suffers a loss or destruction of his prescription eyeglasses, where such loss was not due to the employee's negligence, the City will compensate the employee

for such loss up to a maximum of five hundred dollars (\$500) bi-annually (24 months) less any amounts recoverable under the group benefits plan for eyewear.

- (b) All incidents of loss suffered by an employee shall be reported in writing by the employee to the Chief within 24 hours.

## **ARTICLE XXXII - TERM OF AGREEMENT**

32.01 This Agreement shall come into effect as from the 1st day of January 2011 and remain in effect until and during the 31st of December 2014 and shall continue in effect thereafter from year to year with 1st of January in any year as its annual renewal date, unless either party serves written notice on the other party at least three (3) months prior to the expiry date of the 31st of December 2014 or in any year thereafter.

It is expressly understood and agreed that the wage rate set forth in Schedule 'A' attached hereto and forming part of this Agreement, shall come into effect as from the 1st of January 2011, and shall remain in effect until and during the 31st of December 2014 and shall continue in effect thereafter from year to year with the 1st of January in any year as its annual renewal date, unless either party serves written notice on the other party at least three (3) months prior to the expiry date of the 31st of December 2014, or any year thereafter.

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Either party desiring to propose changes or amendments to this Agreement shall, within a period of thirty (30) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within five (5) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make reasonable effort to consummate a revised or new Agreement.

32.02 During the course of any negotiations this Agreement shall be binding upon the Union and employees and relief firefighters covered hereunder, and upon the City, its successors and assigns.

32.03 During the term of this Agreement the parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, slow-downs, interference or interruption with the operation of the Fire service by any employee or relief firefighter or the Union, and there shall be no lockouts by the employer; nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other

person (or other workers or Unions) who are not signatory parties to this Agreement.

**IN WITNESS WHEREOF** the said parties hereto have affixed their signatures and seals

this 15th day of February, 2012 A.D.

On behalf of the  
CORNER BROOK CITY COUNCIL  
Corner Brook, NF

On behalf of the  
INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS, LOCAL 1222,  
Corner Brook, NF

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Neville Greeley  
Mayor

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Peter Daniels  
President IAFF, Local 1222

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Michael W. Dolter  
Chief Administrative Officer

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Philip Brinston  
Union Recording Secretary

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Neville Wheaton  
Fire Chief

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Geoff Sparkes  
Vice President IAFF Local 1222

SEAL OF  
THE CITY OF CORNER BROOK

SEAL OF I.A.F.F. LOCAL 1222

**Schedule A**  
**Rates of Wages**

<u><b>CLASSIFICATION</b></u> <sup>1</sup>	Jan. 1 2011	Jan. 1 2011	Jan. 1 2011	Jan. 1 2012	Jan. 1 2012	Jan. 1 2012
	Annual	Weekly <sup>2</sup>	Hourly <sup>2</sup>	Annual	Weekly <sup>2</sup>	Hourly <sup>2</sup>
Captain (Inspection/Training) <sup>3</sup>	54,918.79	1,056.13	30.18	57,664.73	1,108.94	31.68
Captain	54,808.95	1,054.02	25.10	57,549.40	1,106.72	26.35
Lieutenant	52,353.65	1,006.80	23.97	54,971.33	1,057.14	25.17
First Class	49,902.77	959.67	22.85	52,397.91	1,007.65	23.99
Second Class	38,743.49	745.07	17.74	40,680.67	782.32	18.63
Third Class	36,206.09	696.27	16.58	38,016.39	731.08	17.41
Fourth Class	34,596.21	665.31	15.84	36,326.02	698.58	16.63
Probationary	33,531.09	644.83	15.35	35,207.65	677.07	16.12

<u><b>CLASSIFICATION</b></u> <sup>1</sup>	Jan. 1 2013	Jan. 1 2013	Jan. 1 2013	Jan. 1 2014	Jan. 1 2014	Jan. 1 2014
	Annual	Weekly <sup>2</sup>	Hourly <sup>2</sup>	Annual	Weekly <sup>2</sup>	Hourly <sup>2</sup>
Captain (Inspection/Training) <sup>3</sup>	60,115.48	1,156.07	33.03	62,670.39	1,205.20	34.43
Captain	59,995.25	1,153.75	27.47	62,545.05	1,202.79	28.64
Lieutenant	57,307.61	1,102.07	26.24	59,743.19	1,148.91	27.35
First Class	54,624.82	1,050.48	25.01	56,946.38	1,095.12	26.07
Second Class	42,409.60	815.57	19.42	44,212.00	850.23	20.24
Third Class	39,632.09	762.16	18.15	41,316.45	794.55	18.92
Fourth Class	37,869.88	728.27	17.34	39,479.35	759.22	18.08
Probationary	36,703.97	705.85	16.81	38,263.89	735.84	17.52

First Class	6249 + hours
Second Class	4160 – 6239 hours
Third Class	2080 – 4159 hours
Fourth Class	1040 – 2079 hours

1. An employee and relief firefighter will advance to the next classification in accordance with Article 14.
2. For purposes of application of those areas of agreement for which an hourly rate is required, the equivalent hourly rate will be as stated. The expression of weekly and hourly rates are for the convenience of applying the provisions of the Collective Agreement. Only annual salaries are negotiated.
3. Hours of work for the Captain of Training and the Captain of Inspection is 35 hours per week. The current incumbents in the positions as of January 1, 2012 remain at 32.5 hours per week.

**SCHEDULE 'B'**  
**HOURS OF WORK**

Wks.	Pla.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.
1	N	4	4	1	1	2	2	3
	D	1	1	2	2	3	3	4
2	N	3	4	4	1	1	2	2
	D	4	1	1	2	2	3	3
3	N	3	3	4	4	1	1	2
	D	4	4	1	1	2	2	3
4	N	2	3	3	4	4	1	1
	D	3	4	4	1	1	2	2
5	N	2	2	3	3	4	4	1
	D	3	3	4	4	1	1	2
6	N	1	2	2	3	3	4	4
	D	2	3	3	4	4	1	1
7	N	1	1	2	2	3	3	4
	D	2	2	3	3	4	4	1
8	N	4	1	1	2	2	3	3
	D	1	2	2	3	3	4	4

42 Hour Week - 4 Shifts Working 10 and 14 Hour Shifts  
 2 Days - 2 Nights - Balances every 8 weeks  
 4 Group - 2 Platoon System

**SCHEDULE 'C'**  
**UNIFORMS AND EQUIPMENT**

- 1 Dress Uniform (1 tunic, 1 pants, 1 shirt, 1 cap and tie)
- 1 Work Clothing (4 shirts, 2 pants)
- 1 pair shoes
- 1 coat
- 1 winter hat
- 1pr winter gloves (once every two years in January)
- 1pr overshoes (once every two years in January)
- 1 Balaclava
- 1 Helmet Light
- 2 Tee shirts
- 1 Sweater during contract term
- 1 Coveralls

## MEMORANDUM OF UNDERSTANDING BARGAINING

### UNION BARGAINING COMMITTEE

#### A. Representation

The Union Bargaining Committee will consist of up to four (4) named members of the IAFF, Local 1222 bargaining unit who must be employed with the City during bargaining (the Union Bargaining Committee). The Union shall name three (3) of the Union Bargaining Committee as the named members. No more than two (2) members of the Union Bargaining Committee shall be from the same shift, unless after notification of the bargaining team's names, more than two (2) are placed on the same shift by operation agreement or by the Chief for operational reasons.

The Union Bargaining Committee may have the assistance at any time of national officials of the IAFF, or other resource persons, to assist them in bargaining. Although both Bargaining Committees may allow resource persons to join them at the bargaining table for advice and counsel, it is understood that only the chief negotiators for both parties shall have the ability to create a tentative agreement on any single issue.

#### B. Function

All matters pertaining to collective bargaining may be dealt with by the Union Bargaining Committee and the Employer's Bargaining Committee during the collective bargaining period under the collective agreement, or, in default, pursuant to legislation.

#### C. Scheduling of Bargaining Meetings and Union Committee Members Time Off

The parties will endeavour to hold all bargaining meetings during regular business hours 9:00 a.m. – 6:00 p.m., but, it is recognized that bargaining is not always capable of defined hours and the parties will remain flexible in their attempts to reach agreement. Up to three (3) named members on the Union Bargaining Committee shall not lose regular straight time pay and/or accrued time for benefits including vacation, sick leave, or standby pay for shifts ordinarily scheduled that are lost on days bargaining sessions occur as provided for below.

The City may schedule members of the Union Negotiating Committee so as to minimize situations of lost shifts where a shift begins in the 24-hour period, 6.00 p.m. to 6 p.m. commencing on the day prior to each bargaining session and on each day bargaining continues thereafter. Where same is not achieved, or when bargaining occurs on a scheduled shift, up to three (3) named members of the Union Bargaining Committee will not suffer loss of regular straight time pay and/or accrued time for benefits for lost shifts.

One (1) additional member of the Bargaining Committee above three (3) named members shall, where required, be entitled to the same benefit, except that the compensation shall be deducted from the paid days provided for in Article 13:02 where there are more than two (2) members of the named Union Bargaining Committee subject to payment under this memorandum. In the event two (2) or less named members of the Union Negotiating Committee are paid and the fourth (4th) member loses a shift, he/she will be paid without deduction from days provided for in 13.02.

For clarification, for each lost shift a named member receives pay or benefits, such pay will count for purposes of application of the above provisions, only in respect of the negotiating day that first triggered the payment. It being understood that in no case will a member of the Union Negotiating committee be paid more than once for each lost shift.

DATED: at the City of Corner Brook, this 15th day of February, 2012.

ON BEHALF OF THE  
CITY OF CORNER BROOK

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Michael W. Dolter, MBA, CMA  
Chief Administrative Officer

ON BEHALF OF IAFF, LOCAL 1222

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Peter Daniels, President  
IAFF Local 1222

## LETTER OF UNDERSTANDING

### HAZMAT

If specialty teams (Hazmat, High Angle) are created within the fire Department the City and Local 1222 will open discussions respecting new issues arising by reason of the creation of such teams.

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Michael W. Dolter, MBA, CMA  
Chief Administrative Officer

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Peter Daniels, President  
IAFF Local 1222

**LETTER OF UNDERSTANDING  
CAPTAINS OF TRAINING AND INSPECTION**

February 15, 2012

The City agrees that the positions of Captain of Inspection and Captain of Training are bargaining unit positions who are exempted from Shift rotation as set out in Article 6:05.

In filling vacancies in these positions, they will first be offered to other members of the bargaining unit, and criteria required for the appointment will be on the basis of posted qualifications, education, suitability, and ability.

Priority will be given among those judged equal, respecting qualifications, education, suitability and ability first to the classified Captains in order of seniority and then to the first ranked employee on the Captains Promotional Roster.

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Michael Dolter, MBA, CMA  
Chief Administrative Officer

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Peter Daniels,  
IAFF, Local 1222

**LETTER OF UNDERSTANDING**  
**COMPLAINTS LINE**

February 15, 2012

This is to record the City's commitment to retrofit the Complaints Line answered by employees or relief firefighters at the Fire Department, with a device to allow employees or relief firefighters on duty at the station, during an active emergency response and with the approval of the senior officer on scene, to cause the complaints line to direct callers to another contact number or call back later as emergency is being responded to by Department.

Yours truly,

---

Michael W. Dolter, MBA, CMA  
Chief Administrative Officer

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Peter Daniels, President  
IAFF Local 1222

## **Letter of Understanding**

(Clause 10.04 (c) (1))

Sick Leave

February 15, 2012

A relief firefighter temporarily assigned to a platoon on a fulltime basis to replace an employee will be allowed to accrue twelve hours of paid sick leave for each 30 days assigned to the replacement position, to a maximum of 48 paid hours of sick leave, which will only be available to the relief firefighter during the period he/she is assigned to the replacement position.

Accrued sick leave under this letter of understanding may be carried forward only during the period he/she is assigned to the replacement position.

Accrued sick leave earned is not available except as set out above and dissolves upon the end of the assignment.

This letter of understanding will expire on December 30, 2014 and is considered a "pilot project" from date of signing to December 30, 2014.

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Michael Dolter, MBA, CMA  
Chief Administrative Officer

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Peter Daniels,  
IAFF, Local 1222

**LETTER OF INTERPRETATION INTENT**  
**SICK LEAVE/WORKERS' COMPENSATION**  
**Clauses 10:04 (c) (6) and 11:01**

February 15, 2012

Mr. Peter Daniels, President  
IAFF Local 1222  
City of Corner Brook

Re: Clause 10:04 (c) (6) and 11:01

The following principles apply to the interpretation of clause 10:04 (c) (6) and 11:01:

1. Sick leave will not be available to employees who are injured at work and claim Workers' Compensation.
2. Article 11:01 is designed to bridge income while awaiting an initial determination of a Workers' Compensation claim. Sick leave credits may be used to repay the loan if the Workers' Compensation claim is denied, but the credits must subsequently be reinstated should Workers' Compensation benefit be given on review or appeal covering the period covered by the credits used. The employee would use the Compensation payment to purchase the sick leave credits.
3. Available sick leave benefits may be used until Long Term Disability (LTD) elimination period of seventeen (17) weeks has been met. Any period for which sick benefits were used but are afterward covered by LTD carrier, the employee must reinstate those benefits by purchasing them from the employer. If Long Term Disability being denied following the seventeen (17) week elimination period, no sick leave benefits are payable.
4. Sick leave benefits are available to employees injured other than at work (as above noted) but where an employee recovers lost wages from third parties in respect of a period for which sickness benefits were used, the employee must reinstate those benefits by purchasing them from the employer.

We trust this reflects our discussion at bargaining.

Yours truly,

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**Michael W. Dolter, MBA, CMA**  
**Chief Administrative Officer**

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**Peter Daniels**  
**President IAFF 1222**

**LETTER OF INTERPRETATION  
(Clause 29.01.02)**

February 15, 2012

As a result of earlier agreements, the size of each platoon of permanent full time employees was reduced to ten (10).

Out of each platoon of ten (10), two (2) will be scheduled per the agreement and practice for annual leave. Eight (8) including the dispatcher are then available to respond. A minimum of seven (7), excluding the dispatcher, are then available to respond.

If the dispatcher is not required to respond, two (2) are on annual leave and one (1) or more are off duty for any reason , the City pursuant to 29.01.02 will call-in to ensure that a minimum of seven (7) can respond.

In other situations, the minimum of seven (7) firefighters available to respond will be maintained, but such minimum will not preclude a larger response team.

Yours truly,

\_\_\_\_\_  
Michael W. Dolter, MBA, CMA  
Chief Administrative Officer

\_\_\_\_\_  
Peter Daniels  
President IAFF Local 1222

## **EARLY RETIREMENT INCENTIVE PACKAGE**

1. In 2012, two (2) employees whose age plus years of service totals 85 or more on or before December 31, 2012, shall prior to October 31, 2012 be entitled to give notice of intention to retire on or before January 4, 2013 and accept one of the two (2) available retirement incentive packages provided for herein.
2. In 2013, two (2) employees whose age plus years of service totals 85 or more on or before December 31, 2013, shall prior to October 31, 2013 be entitled to give notice of intention to retire on or before January 4, 2014 and accept one of the two (2) available retirement incentive packages provided for herein.
3. In the event that the City receives notices of intent from more than two (2) eligible employees in a given year, resulting in insufficient available packages, the principle of seniority shall be used as the determining factor. Only those who meet the qualifying formula of age plus years of service equaling 85 or more as of October 31, 2012 or October 31, 2013 respectively are eligible to give notice.
4. The notice to be effective shall be in writing signed by the employee on the applicable form provided through Human Resources, completed in full and deposited with the Manager of Human Resources or his/her designate. The notice is invalid if the form is not completed and stamped as complete upon deposit. A copy of the stamped form, time dated, will be given back. No notice is valid other than specified above. The notice shall be irrevocable.
5. Employees upon exit will be entitled to severance pay and sick leave payout as provided under the collective agreement as well as vacation entitlements; however for the purposes of this package, the rate of severance, vacation pay and sick leave will be determined by averaging the employee's last twelve (12) months of regular salary. Eligibility for Extended Health and Dental Benefits shall be as described in the collective agreement.
6. In the event of death of a retiree in receipt of the incentive package described herein, the retiree's beneficiary as described on the notice of intent to retire will continue to be paid the remainder of the package for so long as the retiree would have received the incentive package had the retiree lived.
7. This benefit shall be paid notwithstanding any amounts of pension or other entitlements including Canada Pension the retiree may be entitled to.
8. This retirement incentive plan is an incentive plan whereby an eligible employee who indicates acceptance of the early retirement incentive package, will receive a monthly amount of \$350.00 from the City to a maximum of sixty (60) months in total or age 65 whichever occurs first, less applicable statutory deductions.
9. The employee giving notice of retirement must actually leave employment within two (2) months following the notice to retire. Provided however an eligible employee who gives notice in October of 2012 shall be entitled to actually leave employment on or before January 4, 2013.

10. The employee giving notice of retirement must actually leave employment within two (2) months following the notice to retire. Provided however an eligible employee who gives notice in October of 2013 shall be entitled to actually leave employment on or before January 4, 2014.
11. Any package not taken by the October 31, 2012 will not be carried forward nor offered at a later date.
12. Any package not taken by the October 31, 2013 will not be carried forward nor offered at a later date.

**FORM**

Received \_\_\_\_\_  
Date/Time

Complete \_\_\_\_\_  
(Sign) Human Resources Office

**CITY OF CORNER BROOK**

**NOTICE OF EMPLOYEE INTENT TO RETIRE**  
**(I.A.F.F. LOCAL 1222)**

This shall serve as official notice to the City of Corner Brook that I, \_\_\_\_\_, (name) will be exercising my right to retire from the City of Corner Brook on \_\_\_\_\_, (date) and that I do wish to avail of the early retirement incentive package as per the I.A.F.F. Local 1222 collective agreement signed on February\_\_\_\_, 2012. In the event of my death prior to receiving sixty (60) months of benefits as per this package or age sixty-five (65), whichever would have first occurred, my beneficiary for any remaining amount shall be \_\_\_\_\_ (name).

\_\_\_\_\_  
(Retiring employee's signature)

\_\_\_\_\_  
(Date)

# MEMORANDUM OF UNDERSTANDING

## Seniority List

To: Peter Daniels, President, I.A.F.F. Local 1222  
From: N.L. Wheaton, Chief  
Date: February 15, 2012  
Re: Seniority List – Clause 15.05

I have considered your request regarding the posting of the 2007 Seniority List and offer the following as a compromise.

The current collective agreement has accommodation for the publishing of a Seniority List in January of the current year. There are clauses within the collective agreement governing the issuing of the list and the process to contest an individual's ranking on it.

I understand the rationale behind publishing new lists as personnel are added or removed but also feel that the re-issuance, during the year could cause administrative problems; with the collective agreement and the process to contest the contents.

If we continue with the collective agreement and publish the official seniority list in January, with its normal allowable period to query the contents, and issue "unofficial" lists as situations warrant, it may satisfy the concerns of all groups involved. Placement on the unofficial list will not be the governing factor as only the January list will be used for any transactions where the list plays a determining factor. Any person inadvertently placed on the unofficial list will still be afforded the right to contest their ranking when the official list is issued in the following January. This will allow the list to be updated throughout the year without the possibly accompanying administrative workload.

Please inform me if you feel this is a workable solution by signing a copy of this.

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Neville L. Wheaton  
Fire Chief

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Peter Daniels  
President, I.A.F.F. Local 1222

## Letter of Understanding – Physical Fitness

Mr. Peter Daniels  
President of IAFF 1222

### **Re: Article 28**

This is to reflect our understanding that a Steering Committee to implement the IAFF/IAFC Fire Service Joint Labour Management Wellness/Fitness Initiative will be established.

The Steering Committee will be populated by equal representation from the City and the Union not to exceed a total of 4 persons. The initiative shall not be interpreted in a punitive manner.

The Steering committee shall complete implementation of the initiative within 180 days following the date the formal agreement is signed.

The Steering Committee shall be empowered to extend the 180 days for a further 90 days. Failing implementation within 270 days (calendar) the City may direct implementation and resolve all outstanding issues.

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Michael W. Dolter, MBA, CMA  
Chief Administrative Officer

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Peter Daniels  
President IAFF 1222