

**COLLECTIVE AGREEMENT**

Between

ROTHESAY REGIONAL FIRE DEPARTMENT INC.

And

*ROTHESAY REGIONAL PROFESSIONAL FIRE FIGHTERS  
I.A.F.F. LOCAL 3591*

JANUARY 1, 2004-DECEMBER 31, 2007

This copy belongs to: \_\_\_\_\_



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## ARTICLE 1 – PREAMBLE

1.01

*Introduction*

The purpose of this agreement is to maintain harmonious and mutually beneficial relationships among the Department, the Employees covered by the Agreement and the Union; to set forth certain conditions of employment relating to pay, benefits, hours of work, safety and occupational health and general working conditions affecting employees covered by this agreement. It is further understood that the purpose of this Agreement is to foster and maintain a high standard of efficient service through cooperation between the unionized workforce and management of the Department.

1.02

*Casual Fire  
fighters*

Employees classified as 'casual firefighter' shall be governed solely by Appendix A of this Agreement.

## ARTICLE 2 - MANAGEMENT RIGHTS

2.01

*Department's  
Rights*

All the functions, rights, powers and authority that the Department has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Department.

2.02  
*Operating Rules*

The Union recognizes the right of the Employer to operate and manage the Department in all respects and in accordance with its obligations and responsibilities and to make and alter, from time to time, rules and regulations to be observed by employees; such rules and regulations shall be consistent with the provisions of this Agreement.

Any changes to standard operating procedures of the Department shall be made after consultation with the committee established under *ARTICLE 8 – LABOUR/MANAGEMENT COMMITTEE* unless dictated otherwise by commonly recognized urgent conditions.

2.03  
*Specific Rights*

Without limiting the generality of the foregoing, it is agreed that the Department has the exclusive right to:

- (i) hire, transfer within the Department, and for just cause, discharge, discipline, and demote;
- (ii) classify, promote and assign employees;
- (iii) to be the judge of the qualifications of employees;
- (iv) to determine the numbers and jobs of employees required from time to time consistent with proper public service;
- (v) to maintain order, discipline and efficiency;
- (vi) to determine schedules, methods, sequences and locations of operations; and
- (vii) assign fire related duties (i.e. fire safety, fire protection, fire prevention, fire suppression, fire inspections, etc.).

The Department shall exercise its rights consistent with the terms of this Agreement.

**ARTICLE 3 – RECOGNITION**

3.01  
*Bargaining Unit*

The Department recognizes the I.A.F.F. Local #3591, as the sole and exclusive Bargaining Agent for all employees covered by Certification Order No. I.R.B.1-594.

3.02  
*Definition*

The bargaining unit shall consist of the positions listed in *ARTICLE 15 – JOB CLASSIFICATION, PROMOTION AND STAFF CHANGES* of this Agreement.

3.03  
*Work of the Bargaining Unit*

Persons, other than personnel on the casual firefighter list, whose regular jobs are not in the bargaining unit shall not replace any regular firefighters on any job which is included in the bargaining unit, except the driving of trucks

in parades and for training and the transportation of out of service apparatus and except in cases of emergency where regular firefighters are not available.

Emergency shall be defined as "something that was not known at least four (4) hours before its occurrence or any fire or similar related incidents".

**ARTICLE 4- NO UNJUST DISCRIMINATION**

4.01  
*Discrimination*

Each of the parties hereto agrees that there shall be no unjust discrimination practiced against any employee for any reason. It is further agreed that the Federal Human Rights Code and the Human Rights Code of New Brunswick apply to this Agreement.

**ARTICLE 5- UNION SECURITY**

5.01  
*Union Membership*

All future salaried fire fighters employed by the Department other than in management positions, shall as a condition of continued employment, become and remain members of the Union within thirty (30) calendar days of employment with the Department.

5.02  
*No Discharge*

Notwithstanding 5.01 above, nothing in this Agreement shall require the Department to discharge a firefighter only because he has been expelled or suspended from membership in the Union.

5.03  
*Interviewing Opportunity*

A representative of the Union shall be given an opportunity to interview each new employee within regular work hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his responsibilities and obligations to the Union.

**ARTICLE 6 – CHECK OFF OF UNION DUES**

6.01  
*Check-off & Deductions*

The Department shall deduct and forward to the Treasurer of the Union by the last business day of the month such monthly dues as may be determined by the Union for all unionized employees who have been employed for a minimum of thirty (30) calendar days, accompanied by a list of the names of all employees from whose wages the deductions have been made.

6.02  
*E.I. Rebate*

The Department agrees to register the Sick Leave provisions of this Agreement with the appropriate Department of the Federal Government such that any unionized employee benefit derived from such registration may be returned to the

Union in trust for its members.

Department with the names of its representatives.

**ARTICLE 7 – CORRESPONDENCE**

7.01 *Correspondence* All correspondence arising out of this Agreement or incidental thereto shall pass to and from the Fire Chief and the Secretary of the Union, with a copy to the Administrator and the President of the Union.

9.02 *Representatives of the I.A.F.F.* The Union shall have the right at any time to have the assistance of a representative or consultant, legal or otherwise, when dealing with the Department. Such representative shall, after giving twenty-four (24) hours prior notice, have access to the Department's premises in order to investigate and assist in the settlement of a grievance; however, such representative shall not have access to the Department's files without the Department's permission.

**ARTICLE 8 – LABOUR/MANAGEMENT COMMITTEE**

8.01 *Establishment of Committee* A labour/management committee shall be established, consisting of two (2) representatives of the Union and two (2) representatives of the Department. This committee shall enjoy the full support of both parties to this Agreement in the interests of maximum service to the public.

8.02 *Function of Committee* The committee will concern itself with matters of the following nature:

- (i) considering constructive criticisms of all activities so that better relations shall exist between the Department and employees;
- (ii) increasing operating efficiency by promoting co-operation in effecting economy moves;
- (iii) improving of service to the public;
- (iv) promotion of safety and sanitary practices and the observance of safety rules;
- (v) reviewing suggestions from employees; and
- (vi) promotion of education and training of staff.

8.03 *Meetings of Committee* The Committee shall meet monthly or as otherwise agreed and the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must not be held later than six (6) calendar days after the request has been given.

8.04 *Time Off for Meetings* Any representative on the Labour/Management Committee shall have the right of attending Committee meetings held within his scheduled work hours without loss of pay.

**ARTICLE 9 – LABOUR & MANAGEMENT RELATIONS**

9.01 *Representation* No individual employee or group of employees shall undertake to represent the Union at a meeting with the Department without prior authorization of the Union. In order that this may be carried out, the Union will supply the

**ARTICLE 10- GRIEVANCE PROCEDURE**

10.01 *Definition* A grievance is defined as an alleged violation or unjust or improper administration of this Agreement.

10.02 *Committee* The Union shall appoint a Grievance Committee and shall forward the names of the members of this Committee to the Fire Chief on or before the fifth day of January each year.

10.03 *Contract Violations* The party filing the grievance shall stipulate the Article or Articles of the Agreement which are alleged to have been violated and the grievance shall be processed on the basis of such allegation and not otherwise.

10.04 *Procedure* In processing a grievance, the following procedure shall be in effect:

*STEP ONE* The employee or employees concerned shall make all grievances in writing to the Union Grievance committee within seven (7) days of becoming aware of the matter which is the cause of the grievance.

*STEP TWO* The employee may submit and present this grievance to the Chief in writing within ten (10) days of said grievance. The Chief shall hand down a decision in writing within ten (10) days after receipt of the grievance.

*STEP THREE* If the decision handed down by the Chief is not acceptable to the employee, the Union may then submit or present said grievance to the Department Administrator within ten (10) days of the Chief's decision. The Administrator shall hand down a decision in writing within ten (10) days after receipt of the grievance.

Failing satisfactory settlement, within ten (10) days after the grievance was submitted under step 2; the

Grievance Committee Chairman may submit the grievance to the Board of Commissioners in writing by registered mail or personal service on the Department Administrator and may request a hearing. Any settlement proposed by the Department at previous steps and any replies must accompany the grievance.

The Board of Fire Commissioners may grant a hearing and shall reply to the grievance in writing within twenty (20) days from the date the grievance was received by the Administrator under step 3.

*10.05 Policy Grievance* Where a dispute arises involving an alleged violation of the general interpretation or application of this Agreement, such that a group of employees are affected, the Union may present a policy grievance.

*10.06 Union agent* In any case where the employee presents his grievance in person or in any case in which a hearing is held on a grievance process, a representative or agent of the Union may accompany the employee.

*10.07 Time limits* In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. If the Union has not taken advantage of the provisions of this Article within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be re-opened.

*10.08 Expediting* Any matter giving rise to a dispute directly between the Union and the Department, or any grievance resulting in loss of pay including grievances concerning lay-offs due to a reduction in the working force, shall be commenced at Step Two of the Grievance Procedure.

*10.09 Time Extension* The parties may mutually agree to extend the time limits specified herein.

*10.10 Technical Objections to Grievance* No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he deems

just and equitable.

**ARTICLE 11 – MEDIATION & ARBITRATION**

*11.01 Act applies* The provisions of the Industrial Relations Act and regulations of the Province of New Brunswick shall apply to grievances lodged under the terms of this Agreement.

*11.02 Powers of Arbitrator* In any case, including cases arising out of any form of discipline or the loss of any remuneration, benefit or privilege, the Arbitrator or Board of Arbitration, as mutually agreed, shall have full power to direct payment of compensation, vary the penalty or to direct reinstatement of a benefit or privilege, as the Board may determine appropriate to finally settle the issues between the parties, as per the terms of this Agreement, and may give retroactive effect to its decision.

*11.03 Mediation* Where a grievance filed under Article 10.04 has not been resolved to the satisfaction of either party to the grievance through the internal grievance resolution process, either party may propose to the other that a grievance be referred to mediation. The party to whom the suggestion is made may accept or reject the proposal.

*11.04 Mediation Agreement* Where the parties agree to using the mediation process, the parties agree to the following:

- (a) the grievance mediation process shall be confidential, voluntary, informal and conducted by a mediator trained in the principles of interest-based negotiation/problem solving;
- (b) the appointment of the mediator shall be made by the designated representatives of the parties, except when requesting the services of a mediator from the Provincial Government through a Mediator Appointment Agreement,
- (c) the representatives attending mediation sessions will have the authority to settle the grievance;
- (d) representatives from each party will take training in the process and procedure of grievance mediation before they participate in the grievance mediation process; and
- (e) there shall be no loss of wages and benefits for participation in the grievance mediation process.

*11.05 Time to Mediate* If an Agreement to Mediate is signed by both parties, the period of time from the date it is signed by the parties until either

- (i) a party revokes, in writing, the reference to mediate, or

(ii) the mediation ends (whether successfully or not),

is excluded from the time limits set out under the steps of the internal grievance resolution process.

If the mediation does not resolve a grievance, either party is free to start or continue proceedings to resolve the grievance.

**ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE**

12.01  
*Warning  
Notice*

Before any warning, written or verbal, is placed on an employee's record, he must be advised and have an opportunity to defend himself. Each employee shall have the right to see his personal record on request during regular business hours. Any written or verbal warning shall be removed from the employee's record twenty (24) months after its occurrence, unless there has been an incident resulting in another written or verbal warning during the twenty (24) months of the original warning.

12.02  
*Discharge  
Procedure*

An employee may be dismissed only for just cause and only upon the authority of the Department. The Fire Chief may suspend an employee. Such employee and the Union shall be advised within forty-eight (48) hours in writing of the reason for such dismissal or suspension. A suspension by the Fire Chief shall not exceed twelve (12) working shifts.

12.03  
*Warnings*

(a) Whenever the Department deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his work up to a required standard by a given date, the Department shall within five (5) calendar days thereafter give written particulars of such censure to the employee involved, with a copy to the Secretary of the Union.

(b) If a complaint is received against any employee, or an investigation is to be carried out as the result of such complaint, the said employee must be given notice in writing prior to the investigation that is to take place, provided that the investigation is not one of a criminal nature that could result in criminal charges being laid. The source of the complaint must be made known to the employee with a copy to the Union.

12.04  
*Unjust  
Suspension or*

Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 12.02, the employee shall be immediately

*Discharge*

violation of Article 12.02, the employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued to him if he had not been suspended or discharged. One of the benefits which he shall not lose is his regular pay during the period of suspension or discharge, which shall be paid to him at the end of the next complete pay period following his reinstatement, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

**ARTICLE 13 – SENIORITY**

13.01  
*Seniority  
Defined*

Seniority is measured by length of service. Seniority shall date from the time the employee entered the full-time salaried service of the Fire Department including any applicable probationary period.

13.02  
*Seniority List*

The Department shall maintain an up-to-date seniority list showing the date upon which each employee's full-time service commenced.

13.03  
*Probationary  
Employees*

Newly hired employees of the Fire Department shall be considered Probationary Employees until they have worked twelve (12) months from the date of hiring. A probationary employee shall be entitled to all the benefits and rights of the Collective Agreement, except for the provisions as provided in Article 12. It is understood by both parties to this Agreement that an employee's probationary period is a period designed to test the character, qualifications, etc. of a new employee. If the employee does not meet the required standards of the Department, he will be released during this period. Casual employees who have worked in excess of 4,368 hours shall be exempt from a probationary period if hired for a full-time position.

13.04  
*Loss of  
Seniority*

If an employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the Department, he shall not lose seniority rights. An employee shall only lose his seniority in the event:

- (i) he is discharged for just cause and is not reinstated;
- (ii) he resigns and fails to return to work within two (2) weeks from the date of resignation;
- (iii) he is absent from work in excess of two (2) working shifts without notifying the Department, unless such notice was not reasonably possible;

(iv) after a lay-off, he fails to return to work within the time period spelled out in Article 14.01 after being so notified to do so, unless through sickness or other just cause, in which case the Department may require a doctor's certificate. It shall be the responsibility of the employee to keep the Department informed of his current address.

13.05  
*Retention of Seniority Rights*

Should the Department merge, amalgamate, or combine any of its operations or functions with another Employer, the Department agrees to the retention of seniority rights for all employees with the new Employer.

13.06  
*Seniority Outside the Bargaining Unit*

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee does transfer to a position outside the bargaining unit, with the exception of another position within the Department, he shall lose all acquired seniority. If such an employee later returns to the bargaining unit he shall start out as a new employee in regards to seniority.

**ARTICLE 14 – LAY OFF AND RECALL PROCEDURE**

14.01  
*Lay-off and Recall Procedure*

(a) In the event of a lay-off, employees having the required qualifications and ability shall be laid off in the reverse order of their seniority and shall be recalled in the order of their seniority.  
(b) Upon receipt of notice of recall by registered mail, the recalled employee shall declare his intention to return to work within fifteen (15) calendar days of receipt of the notice of recall. The Department may fill a vacancy temporarily with an employee of lesser seniority.

14.02  
*Notice of Lay-Off*

The Department shall notify the employees on the seniority list who are to be laid off thirty (30) calendar days before the lay-off is to be effective. If the laid-off employee has not had the opportunity to work his regularly scheduled hours during the thirty (30) calendar day period, he shall be paid in lieu of work for that part of his regularly scheduled hours during which work was not made available.

14.03  
*Continuation of Benefits*

The Department agrees to continue contributions for the group insurance plans for employees laid off for a period of up to one (1) year, provided the employee continues to pay his share of the contributions. The contributions towards the benefits are as defined in Article 23 of this Agreement.

14.04  
*Recall*

No new employees will be hired until all laid-off employees have been recalled.

14.05  
*Overtime*

employees have been recalled.  
No overtime shall be performed by existing employees to cover vacant shifts before the Department has made a reasonable attempt to offer such work to laid-off employees.

**ARTICLE 15 – JOB CLASSIFICATION, PROMOTION AND STAFF CHANGES**

15.01  
*No Elimination of Present Classification*

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

- Casual Firefighter
- Probationary, 3rd class firefighter, 2nd class firefighter – successive twelve (12) month terms
- 1st class firefighter,
- Lieutenant, Captain by promotion

15.02  
*Changes to Job Description*

The Department shall prepare a job description whenever a new position is to be created or there is a change to an existing position within the Bargaining Unit. These descriptions shall be presented and discussed with the Union and become the recognized job description. In such case, the rate of pay for such position shall be subject to negotiation between the Department and the Union. If the parties are unable to agree on the rate of pay for the position in question, such dispute may be submitted to grievance process for determination. The rate shall become retroactive to the time the position was first filled by a new employee.

15.03  
*Job Posting*

(a) Before filling a vacancy or a new or changed position inside the Bargaining Unit, the Department shall post notice of the position on all bulletin boards in the Department for two (2) weeks in order that all firefighters will know about the position and be able to make written applications and the Department shall send a copy of such notice to the Secretary of Union.

(b) The Department shall make all firefighters of the Bargaining Unit aware of all positions to be filled outside the Bargaining Unit but inside the Department.

15.04  
*Information on Job Posting*

The notice required by subsection 15.03 shall contain the following information:  
nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary range.

Such qualifications and requirements shall be those necessary to perform the job function and may not be

established in an arbitrary or discriminatory manner.

15.05  
*Trial Period*

The successful applicant shall be placed in a trial position for a period of three (3) months and, the promoted employee shall be paid the rate of pay for the higher position. In the event that the applicant proves unsatisfactory or the applicant feels he is unable to perform the duties of the position in the aforementioned trial period, he shall be returned to his former position without loss of seniority and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority.

15.06  
*No Outside Advertising*

In the case of promotional positions within the Bargaining Unit, no advertisement for additional employees shall be made until after such posting procedure set out in clause 15.03, has been completed.

15.07  
*Promotions requiring Higher Qualifications*

In the case of promotion requiring higher qualifications, the Department may give consideration to the employee with the most seniority that does not possess the required qualifications, but is preparing for qualification prior to filling a vacancy. Such employee will be given an opportunity to qualify within a reasonable length of time and to revert to his former position if the required qualifications are not met within such time.

15.08  
*Staffing*

For the purpose of filling a vacant position within the Bargaining Unit, prime consideration shall be given to the following factors: performance, skills, ability and required qualifications. In the event that the factors outlined above are relatively equal among two (2) or more employees, then seniority shall govern.

15.09  
*Medical Exams*

A medical examination by a duly qualified medical practitioner shall be required by the Fire Chief in considering promotion. If such employee does not meet medical and physical fitness standards established by the Department, he shall not be eligible for promotion until medically and physically fit.

15.10  
*Notification to Employee and Union*

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified of all promotions, demotions, hiring, lay-offs, transfers, resignations, retirements, deaths or other

terminations of employment.

15.11  
*Job Training*

(a) The Department shall promote and maintain a system of "on-the-job" training so that every qualified employee, as determined by the Fire Chief, shall have the opportunity to receive training and qualify for promotion. Company officers and the Department's training officers shall promote and implement the training of fire fighters.

(b) The Fire Chief will post each course pertaining to employees including requirements or prerequisites required for selection. It shall be at the Chief's discretion whether employees are approved for training. A list shall be posted on the bulletin board indicating the successful applicants.

(c) If a course falls during an eligible Employee's scheduled holidays, the entire vacation will be rescheduled to a later time. The Employee and Department recognize that the four (4) days off before and after the scheduled holidays should not be used for courses unless the employee agrees.

#### ARTICLE 16 – HOURS OF WORK

16.01  
*Regular hours*

(a) The regular hours of work for all employees covered by this Agreement shall be forty-two (42) hours per week averaged over an eight (8) week period. The present tour of duty system will not be changed, except by mutual agreement between parties.

- (i) Two shifts of 8:30 A.M. to 5:30 P.M.
- (ii) Twenty-four hours off.
- (iii) Two shifts of 5:30 P.M. to 8:30 A.M.
- (iv) Four days off.

(b) The Chief may, for the purpose of fire suppression, fire prevention, training, public relations and similar duties, schedule employees to 'day work' in accordance with the Memorandum of Understanding (M.O.U.) attached as Appendix D. The parties agree that any changes required in the M.O.U. for this article will be mutually agreed through the Labour-Management process.

16.02  
*Working Schedule*

The hours and days of work shall be posted one (1) month in advance on the bulletin board.

(a) An employee requesting a change to the company to which he is assigned shall submit each request in writing to the Fire Chief indicating his reasons for changes. If the request is granted, it shall take place, if possible, within one hundred and twenty (120) calendar days with notification to

the affected employee(s) within ninety (90) days.

(b) If required, due to the absence of a regularly scheduled employee, the hours and days of work may be changed after posting, through mutual agreement of the Fire Chief and the employee so affected. Failing mutual agreement the Fire Chief shall have the option of changing the affected employee's schedule unilaterally.

16.03  
*Scope of Work*

No employee shall be required to perform any job that is not part of his regular duties as a firefighter. The regular duties carried out by a firefighter will include yard maintenance, the cleaning and maintenance painting of the Fire Hall and firefighter's quarters, maintenance and minor repairs to the fire trucks, pumps and equipment, and that part of the building pertaining to the Fire Department. Minor repairs will include electrical equipment, touch-up painting, leaks in piping and alterations to equipment locations on the trucks.

**ARTICLE 17 – OVERTIME**

17.01  
*Overtime Rate*

All time worked in excess of the hours prescribed in 16.01 shall be paid at the rate of time and one-half except time worked while on or covering training, covering for a member on approved Union business, transporting out-of-service apparatus or in attendance at staff meetings called by the Department all of which shall be paid at the straight time rate.

17.02  
*Court Time*

When an employee is called to appear in connection with his fire-fighting duties as a witness in Court or at a Coroner's Inquest in connection with an incident that occurred while the employee was on duty, the employee shall be compensated as follows.

- (i) If such an appearance is not during the employee's regular hours of work, he shall be paid a minimum of three (3) hours at his overtime rate.
- (ii) If such an appearance is during his vacation, he shall receive eight (8) hours overtime, plus one additional vacation day to be rescheduled.

Any fees received shall be returned to the Department, exclusive of accounted personal expenses.

17.03  
*Call-outs*

(a) Subject to section 17.01, when an employee covered by this agreement is called to work any time outside his regular working hours and reports for duty, he shall be paid a minimum of three (3) hours at his overtime rate of pay.

(b) Where an employee is requested to start a shift two or fewer hours early or continue to work past the regular shift, he shall be paid at the overtime rate for the actual hours worked.

(c) Notwithstanding anything in this Article where a fire, flood, or other disaster or emergency occurs that requires the services of additional Firefighters, the Chief may recall to duty by means of a second alarm any full-time personnel who are off-shift.

17.04  
*Sharing of Overtime*

(a) Overtime shall be rotated equally among the employees engaged in similar types of operations. A list of employees shall be maintained by the Department, when overtime is required, employees shall be called on a rotating basis. If an employee refuses overtime twice or accepts the overtime he shall be dropped to the bottom of the list. This clause shall not apply for overtime required due to training instruction and second alarms. The Department shall post a listing showing all accumulated overtime.

(b) An employee while on vacation shall be offered overtime. An employee shall have the right to refuse overtime while on vacation and, if he exercises this right, shall maintain his position on the overtime list.

17.05  
*Time-in-lieu*

An employee may request time off instead of pay for overtime worked to a yearly maximum of forty-eight (48) hours. Subject to 17.01, time-off shall be granted at the overtime rate at a time mutually agreed upon between the employee and the Department. The employee shall indicate his preference at the time of submission of his overtime slip. If said time off is not taken by December 31 of each year, the employee shall receive payment at the appropriate rate.

**ARTICLE 18 – HOLIDAYS**

18.01  
*Stat*

The following shall be considered paid holidays:  
New Year's Day

*Holidays* Good Friday  
 Easter Monday  
 Victoria Day  
 Canada Day  
 New Brunswick Day  
 Labour Day  
 Thanksgiving Day  
 Remembrance Day  
 Christmas Day  
 Boxing Day  
 and any day proclaimed by the Federal, Provincial or Municipal Governments.

18.02 *Holiday Pay* All employees will receive one-tenth (1/10) of their regular gross bi-weekly pay for each of the above holidays, provided the employee works his regular scheduled days before and after the holidays, unless excused by the Fire Chief or the employee is off for some reason covered by the Collective Agreement. Statutory holiday pay is included in the bi-weekly pay rates set out in Appendix B.

**ARTICLE 19 – VACATIONS**

19.01 *Vacation* (a) Employees shall receive an annual vacation with pay in accordance with credited service as follows:

- (i) Less than one (1) year service – 4% of earnings paid on December 31<sup>st</sup> following the date of full-time employment.
- (ii) One (1) year – seven (7) years: three (3) weeks' vacation.
- (iii) Eight (8) – seventeen (17) years: four (4) weeks vacation
- (iv) Eighteen (18) – twenty-four (24) years: five (5) weeks' vacation.
- (v) Twenty-five (25) or more years: six (6) weeks vacation.

(b) For scheduling purposes only, a week vacation is understood as forty-eight (48) hours off; two (2) day shifts and two (2) night shifts.

(c) One (1) employee per company may be on vacation leave at any time, provided there are no exceptional absences of employees during that time period.

(d) Employees shall be entitled to four (4) weeks vacation at any time during the year their eighth (8) anniversary falls. Employees shall be entitled to five (5) weeks vacation any time

during the year their eighteenth (18th) anniversary falls. Employees shall be entitled to six (6) weeks vacation any time during the year their twenty-fifth (25th) anniversary falls.

19.02 *Vacation Pay on Termination or Retirement* (a) An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation or if he has taken more vacation than earned, the equivalent cost of such vacation shall be deducted from compensation owed to the employee or repaid by the employee. On permanent retirement at age fifty-five or greater an employee shall be entitled to the same vacation or vacation pay that he would have earned if he had continued in employment to the end of the calendar year.

(b) A retiring Employee shall be entitled to two (2) weeks' regular salary (84 hours) for every five (5) years of employment to a maximum of 12 weeks salary based on a minimum of 10 years service. This benefit only applies to Employees who have reached the age of 55 years.

Upon the death of a full-time Employee prior to retirement, a prorated benefit equal to two (2) weeks' regular salary for every five (5) years of employment shall be paid to the Employee's named beneficiary or his estate.

19.03 *Preference in Vacation* Vacation shall be arranged between the employees and the Fire Chief on or before February 15th of each year. Preference in choice of vacation dates shall be determined by seniority, except under exceptional circumstances. Employees shall pick vacation dates two weeks at a time on a rotating basis until all employees have chosen vacation. No vacation shall be carried over from one year to the next, except by agreement of the parties.

19.04 *Vacation Schedule* Vacation schedules shall be posted by April 30th of each year and shall only be changed if operational requirements dictate, as determined by the Fire Chief, due to exceptional circumstances.

19.05 *Illness During Vacation* Sick leave shall be substituted for vacation where the employee can establish to the satisfaction of the Chief that an illness or accident would have been sufficiently serious that it would normally have necessitated the employee remaining away from work.

19.06 *Callback from* Any employee specifically or directly called back for duty during his vacation shall receive time and one-half (1 1/2) for each hour so worked during his vacation period.

*Vacation* each hour so worked during his vacation period.

19.07 *Vacation Time during Illness or Injury* An employee is not entitled to accumulate vacation benefits if the employee has been off active duty (for whatever reason) for one hundred twenty (120) calendar days or longer. Upon returning to work any vacation times earned prior to the absence but not taken may be rescheduled at a time mutually agreed to by the Fire Chief and the employee.

**ARTICLE 20 – SICK LEAVE**

20.01 *Sick Leave Defined* Sick Leave means the period of time when an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, quarantined by a physician or Health Authority, or because of an accident or disease for which compensation is not payable under the Workplace Health, Safety and Compensation Commission Act or a long term disability plan.

20.02 *Amount of sick Leave* Sick Leave shall be earned by the employee on the basis of eighteen (18) hours for every month of service up to a maximum of one thousand (1000) hours; thereafter employees shall earn sick leave at the rate of thirteen and one half (13.5) hours for every month of service to maintain a maximum of two thousand, one hundred eighty-four (2184) hours. An employee is no longer entitled to accumulate sick leave if the employee has been off active duty (for whatever reason) for one hundred twenty (120) consecutive calendar days or longer.

20.03 *Deduction from Sick Leave* A deduction shall be made from accumulated sick leave for all normal working days absent for sick leave defined above.

20.04 *Proof of Illness* The Employee will provide a medical certificate if requested, during or immediately following the illness. The Department may require that the examination be performed by a physician of its choice and will pay the cost of such medical examination.

20.05 *Sick Leave Records* After the close of each calendar year, and no later than January 31st, the Department shall advise the Union, in writing, of the amount of Sick Leave accrued for each employee.

20.06 *Sick Leave* Sick leave without pay may be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick

*Without Pay* leave with pay is granted.

20.07 *Illness in the Family* Where no one other than the employee can provide for the needs of an immediate family member, an employee shall be entitled, after notifying the Chief, to use a maximum of forty-eight (48) accumulated sick leave hours per year for this purpose.

20.08 *Union Sick Leave Bank* The Department and the Union shall establish a joint Sick Leave Bank Committee with credits accumulated by deducting twelve (12) hours per annum to a maximum of 3000 hours, from each employee's accumulated sick leave. The Committee may, by withdrawal from the Sick Leave Bank, grant sick leave with pay to an employee who, for example, through a prolonged illness, has exhausted his own sick leave credits.

20.09 *Abuse* Abuse of Article 20 by an employee shall result in disciplinary action.

**ARTICLE 21 – LEAVE OF ABSENCE**

21.01 *Union Business* Where the Fire Chief has granted permission to representatives of the Union to leave the workplace to meet with the Fire Chief, Department Administrator or the Board of Fire Commissioners for the sole purpose of servicing a grievance or for attending mediation, arbitration or labour management meetings during working hours, they shall suffer no loss of pay.

21.02 *Union Conventions* Leave of absence without loss of pay may be granted upon request to the Fire Chief to employees elected or appointed to represent the Union at Union Conventions to a maximum of one hundred forty-four (144) hours per year, to a maximum of two (2) employees at any one time.

21.03 *Bereavement Leave* All employees of the Department covered by this agreement shall be granted bereavement leave with pay in accordance with Appendix 'C' in the event of the death of a spouse, child, parent, sibling, grandparent, grandchild, mother-in-law or father-in-law. Bereavement leave may be granted at the discretion of the Chief for longer time periods or when the death is not amongst those relationships listed in this section.

21.04 *Family Leave* Employees shall be granted three (3) consecutive days leave of absence without loss of pay in the event of being left homeless through fire, flood, or any act of God.

21.05 *General Leave* The Fire Chief may grant leave of absence with or without loss of pay or seniority to an employee requesting such leave for good and sufficient cause.

21.06 *Education Leave* The Fire Chief may grant a leave of absence with pay and without loss of seniority to any employee selected for technical advancement in the employee's work area.

21.07 *Negotiations Pay* Representatives of the Union shall not suffer any loss of pay, benefits or seniority for time involved in negotiations with the Department.

**ARTICLE 22 – PAYMENT OF WAGES & ALLOWANCES**

22.01 *Pay Days* The Department shall pay directly to an account at a registered financial institution of the employee's choice salaries and wages every second Friday by 12:00 noon in accordance with Appendix "B" attached hereto and forming part of this Agreement.

Every employee shall be provided with an itemized statement of his wages and deductions bi-weekly.

Pay periods shall terminate on every second Saturday after the pay. Bi-weekly pays will be calculated on the 14/365's principle, 14/366 for leap years.

22.02 *During Temporary Transfers* Any employee required to temporarily fill a position for which a higher rate of wages than that for such employee's regular work is paid, shall receive that higher rate while so employed and employees required to temporarily fill a position for which a lower rate than that paid for such employee's work has been established, shall not suffer any reduction in pay by reason thereof.

22.03 *On Call Pay* When an employee is advised that he is "on call" that is, immediately available by direct telephone contact, he shall be paid straight time wages in accordance with the following schedule:

Monday - Friday	3 hours per day
Saturdays & Sundays	4 hours per day
Holidays listed in Article 18	5 hours per day

22.04 *Legal Fees* The Department will indemnify any firefighter covered by this agreement from any action, claim, cause or damage whatsoever that may arise out of the firefighter carrying out his

duties as an employee of the Department, except where such action constitutes a willful or wanton disregard or dereliction of his duty as an employee of the Department.

22.05 *Educational Courses* The Department may pay the cost of any course of instruction for an employee to better qualify himself to perform his job, as assigned and approved by the Fire Chief.

22.06 *Overtime Pay* In accordance with Article 17, the Department agrees that an employee who desires his overtime pay every six (6) months shall receive such pay in the 15th day of June and the 15th day of December. The employee concerned agrees to notify the Department of his wishes before the 1st of January.

22.07 *Mileage and Meals Allowance* Any firefighter covered by this agreement designated by the Fire Chief to go outside the Department's service area shall be given up to \$35.00 per day for meals, paid in advance, based on three meals per day, plus actual cost of reasonable lodging.

Firefighters designated to take their personal car for transportation shall be paid at the current Provincial Kilometerage Rate, with distance to be computed from Main Station. The meal allowance shall be broken down as follows:

\$6.00	breakfast
\$11.00	lunch, and
\$18.00	dinner

Lodging will be arranged to accommodate a maximum of two firefighters per room, one firefighter per bed, and shall be paid as an accountable advance.

22.08 *Travel Allowance* (a) An employee who is attending a course authorized by the Fire Chief given locally and is required to work nights or weekends during the course shall receive equal time off at a mutually agreed later date.

(b) An employee who is attending a course authorized by the Fire Chief of a week's duration or more shall receive a minimum of forty-eight (48) hours off before the course begins and a minimum of forty-eight (48) hours off after the course ends with travel time to be included in the above days.

(c) Week-long shall mean Monday to Friday. The above days shall not be in addition to regular days off.

(d) When an Employee is sent on course or fire related

business, the Employee shall be provided five dollars (\$5.00) per night for miscellaneous expenses paid in advance.

22.09 *Changes in Classification* Within the bargaining unit, the rate of pay for any position not covered by Appendix "B" that may be established during the life of this Agreement shall be subject to negotiations between the Department and the Union. If the parties are unable to agree as to the rate of pay of the job in question, such dispute shall be submitted to mediation and binding arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

**ARTICLE 23 – WELFARE BENEFITS**

23.01 *Health Insurance* (a) The Department agrees to pay the premiums of extended health care, dental and life insurance for twenty-four (24) full-time firefighters for the duration of the contract as follows:

- 2004 - \$103,000.
- 2005 - \$113,000.
- 2006 - \$123,000.
- 2007 - \$133,000.

The Union agrees to include management personnel in the benefit plan where requested by the Department for an additional prorated premium.

(b) The Department agrees that the Union will have complete discretion for choosing the carrier(s) of such plans and related benefits to be provided by those plans.

(c) The Union agrees to provide annually a full accounting of the expenditures of the funds received under clause (a) including the year end balance of the Trust Fund and a detailed description of the coverage provided. Failure to provide this information by March 1<sup>st</sup> of the following year will result in no further payment being made until satisfactory information is provided.

(d) The Union agrees to maintain and pay 100% of the cost of a Long Term Disability Insurance Plan with eligibility for benefits after no more than one hundred 120 calendar days.

(e) It is agreed that if the total number of employees receiving benefits under the Plan is changes, the proportionate amount of the premiums will be increased or decreased accordingly.

(f) The Department and Union agree that any deficits will be

the responsibility of the Union and contributing non-union employees and any surplus will be paid to the Trust Fund for future health services during the term of the Agreement.

23.02 *Workers' Compensation /LTD* (a) An employee who is injured on duty and who becomes eligible for Compensation under the Workplace Health, Safety and Compensation Commission Act will receive an advance from the Department in the amount of 85% of average net earnings as determined by the Workplace Health, Safety and Compensation Commission. The employee in turn shall sign over their Compensation cheque to the Department until such time as the advances have been repaid.

(b) An employee, if eligible, will apply for disability benefits within (90) days of his first day of sick leave and will cease to be eligible for sick leave benefits after one hundred and nineteen (119) days of sick leave.

(c) If he requests, an employee will receive bridge financing for thirty (30) days or until the employee receives his first disability payment. This advance will be repaid within one hundred twenty (120) days of the first disability payment.

(d) The Department and the Union agree to assist all employees suffering work-related injuries to obtain Workers' Compensation benefits for which they are eligible.

23.03 *EAP* The Department will provide an employee assistance plan for the benefit of the members and their dependants.

**ARTICLE 24 – SAFETY AND HEALTH**

24.01 *Co-operation on Safety* (a) The Department shall observe all reasonable precautions and provide all safety devices or appliances that may be required for the ample protection of employees. All employees shall co-operate with the Department in the prevention of accidents. The Department and the Union agree to abide by the provisions of the Workplace Health, Safety and Compensation Commission Act.

(b) The Department and Union will form a Health and Safety Committee. The Health and Safety committee shall consist of four (4) firefighters of the Union. Any two (2) of these firefighters will be present at the committee's meetings as well as one (1) or two (2) representatives of the Department. A rotation of six (6) months per two (2) firefighters of the Union will be in effect. The two (2) firefighters not attending the committee's meeting during a six (6) month period are entitled

to replace any firefighter that may be on sick leave, vacation or unable to attend such committee meeting.

(c) The Committee shall schedule its monthly meetings at times when at least one employee representative is on-duty.

(d) The firefighter of the Union that is not scheduled for work on the day of the meeting shall be paid for meeting time at his regular hourly rate of pay.

(e) The parties will share information pertaining to health, safety and work environment issues through the Health and Safety Committee.

**24.02** All employees are required to undergo a medical  
*Medical* examination yearly. Such examination shall be conducted by a  
*Exam* physician of the employee's choice and reported to the Department on a form to be provided by the Department and designed in consultation with the Health and Safety Committee. The cost of one examination annually shall be borne by the Department.

**24.03** The Parties agree that adequate physical fitness of  
*Physical* firefighters is critical to an effective fire fighting force and is a  
*Fitness* joint concern. The Department has provided properly equipped facilities suitable for exercising and maintaining individual fitness. These facilities are made available for the use of firefighters at all reasonable times. Employees using these facilities will be responsible for adhering to rules and safety precautions as established by the Fire Chief. Shift Officers will ensure that daily schedules include a minimum of thirty minutes of physical activity.

**24.04** A committee to be known as the 'Joint Physical Fitness  
*Yearly* Committee' will be established with two members from the  
*Fitness* Department and two appointed by the Union. This Committee  
*Exam* will determine fitness standards and an evaluation process designed to meet industry best practices. Following the fixing of the initial standards, the Committee will meet periodically to review the process and standards and recommend modifications if necessary.

(b) Effective January 1<sup>st</sup>, 2005, all Firefighters will be required to undergo a yearly physical fitness evaluation at the cost of the Department. This evaluation is to be arranged by company. An employee who does not reach the standard established in clause (a) will be required to establish a regular fitness improvement program in consultation with a qualified

fitness trainer selected by the Committee and to retake the physical fitness evaluation within six (6) months.

(c) The Department will pay the costs of the trainer to a maximum of \$150 for the six month period and the cost of the second evaluation. Costs for additional evaluations or trainer services shall be the responsibility of the employee.

#### ARTICLE 25 – JOB SECURITY

**25.01** The Department agrees that there shall be no  
*Subcontr* reduction of the regular work force by the sub-contracting of  
*acting* work normally performed by the employees within the Bargaining Unit.

**25.02** The Department agrees that there will be no layoff of  
*No Lay-* employees hired on or before January 1, 1999 during the  
*off* duration of this contract. (Employees may be dismissed for cause.)

#### ARTICLE 26 – CLOTHING ISSUE

**26.01** All employees covered by this Agreement shall be  
*Clothing* issued suitable uniforms as listed:

- Four (4) uniform work pants
- Six (6) work uniform shirts
- One (1), all season jacket
- One (1) work uniform cap
- One (1) pair black leather gloves
- One (1) dress uniform with cap and shoes
- One (1) necktie
- One(1) black leather belt
- One (1) complete set of (NFPA rated) bunker

gear.

All of the above shall be replaced when damaged or worn, as needed. Such clothing to be returned to the Chief for replacement.

**26.02** Any of the above mentioned clothing destroyed in the  
*Clothing* line of duty shall be replaced immediately. All employees  
*Use* leaving the Department shall return all clothing issued to him. Issued clothing shall only be worn while on duty.

**26.03** A boot or shoe allowance up to \$150.00 every two  
*Footwear* years shall be paid upon proof of purchase of suitable CSA approved black boots or shoes.

**26.04** Each firefighter upon permanency shall be issued an  
*I.D.* identification badge and shall return the badge upon leaving  
*Badge* the Department.

the Department.

26.05 *Cleaning* It is mutually agreed that dry cleaning of uniforms, plus any alterations required, shall be paid by the Department for all employees covered by this Agreement. The Department agrees to pay all reasonable expenses incurred in maintenance of uniforms and equipment.

26.06 *New specs* The Chief will consult with the Health and Safety Committee when changing the specifications of turnout gear, SCBA's, apparatus and clothing.

**ARTICLE 27 – GENERAL CONDITIONS**

27.01 *No Strike or Lockout* The Union agrees that there shall be no strike, slowdowns or interruption of work and the Department agrees that there shall be no lockout of firefighters of the Union during the terms of this Agreement.

27.02 *Changes in Agreement* Any changes deemed necessary in this Agreement may be made by mutual agreement between the parties in writing any time during the existence of this Agreement.

27.03 *Long Service Pay* Rates of long service pay are as follows:

After 5 years	1.00%
After 10 years	1.25%
After 15 years	1.75%
After 20 years	2.00%
After 25 years	2.50%

applied to the regular salary paid during the calendar year. Long Service pay shall be paid once a year and no later than the 15th of December. Eligibility for Long Service pay is limited to those employees hired prior to January 1<sup>st</sup>, 1999.

27.04 *Unavailable for Work* When an employee is scheduled for work and will be unavailable for work, he shall notify the Fire Chief as soon as possible but no later than one hour before the shift is scheduled to start.

27.05 *Definitions* 'Chief' means the Chief of the Rothesay Regional Fire Department or the Deputy Chief or other personnel designated by the Chief to act on his behalf;

'company' means the group of firefighters who are scheduled to work together as a unit and are generally led by a Captain and/or a Lieutenant;

'immediate family member' means a spouse, dependant child, parent or ward of the employee;

'shift' is the period of time in any twenty-four (24) hour period an employee is scheduled to work, as posted on the work schedule;

'tour' means the consecutive series of shifts between days off, and typically means two day shifts and two night shifts.

**ARTICLE 28 – COPIES OF AGREEMENT**

28.01 *Copies of Agreement* The Union and the Department desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the Department and the Union will cost share the printing of sufficient copies of the Agreement.

**ARTICLE 29 – DURATION**

29.01 *Terms of Agreement* This Agreement shall be in effect and binding on the parties hereto from January 1, 2004 to December 31, 2007, for a period of four (4) years and thereafter continue in force from year to year unless notice in writing is given within ninety (90) days terminating on the 31st day of December 2007 or before in any year thereafter by either party to the other of a desire to amend the existing working agreement or negotiate a new working agreement except that Appendix A shall be in effect and binding on the parties hereto from January 1, 1999 to December 31, 2008, for a period of ten (10) years and thereafter continue in force from year to year unless notice in writing is given within ninety (90) days terminating on the 31st day of December 2008 or before in any year thereafter by either party to the other of a desire to amend the existing working agreement or negotiate a new working agreement.

29.02 *Bargaining* Upon receipt of such notice, negotiations to conclude an Agreement shall commence within twenty (20) days following such notice.

29.03 *New Agreement* The parties agree to begin negotiations regarding a new agreement on or about April 30<sup>th</sup> 2007 with a view to concluding a new agreement by June 30<sup>th</sup>, 2007.

29.04 *Binding* This Agreement shall be binding, not only upon the parties to the Agreement but also upon their successor or heirs.

IN WITNESS WHEREOF the Department has hereunder affixed its Corporate Seal and has caused these presents to be executed by the duly authorized officers and I.A.F.F. Local #3591 has caused these presents to be executed by its duly authorized officers.

ORIGINAL  
SIGNED THIS 29TH DAY OF December, 2004

THE ROTHESAY REGIONAL FIRE  
DEPARTMENT INC.:

THE FIREFIGHTERS OF THE I.A.F.F. 3591:

\_\_\_\_\_  
Emil T. Olsen, CHAIRMAN

\_\_\_\_\_  
Bill Gentleman, PRESIDENT

\_\_\_\_\_  
Scott Cochrane, SECRETARY-TREASURER

\_\_\_\_\_  
SECRETARY

-----the End -----  
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## APPENDIX "B"

## Wages

January 1, 2004 – four percent (4.0%) increase;  
 January 1, 2005 – four percent (4.0%) increase;  
 January 1, 2006 – three and one half percent (3.5%) increase;  
 January 1, 2007 – three and one half percent (3.5%) increase.

Positions within the bargaining unit:

- i. Captain
- ii. Lieutenant
- iii. 1<sup>st</sup> Class Firefighter
- iv. 2<sup>nd</sup> Class Firefighter
- v. 3<sup>rd</sup> Class Firefighter
- vi. Probationary
- vii. Casual Firefighter

	2004	2005	2006	2007
Captain	51,863	53,937	55,825	57,779
Lieutenant	49,507	51,487	53,289	55,155
1 <sup>st</sup> Class Fire fighter	47,149	49,035	50,752	52,528
2 <sup>nd</sup> Class fire fighter	44,791	46,582	48,213	49,900
3 <sup>rd</sup> Class Fire Fighter	42,436	44,134	45,678	47,277
Probationary	34,895	36,291	37,561	38,876

## APPENDIX "C"

The following schedule shall be used for determining eligibility for paid bereavement leave.

Tour	Day of death of family member	Sequential Day of Tour					Total Paid Leave
		Day #1	Day #2	Day #3	Day #4	1 <sup>st</sup> Day Next Tour*	
#1	1 <sup>st</sup> day	NSW	NSW	NSW	NSW		No Paid Leave
#1	2 <sup>nd</sup> day	NSW	NSW	NSW	PL(D)		1 Day
#1	3 <sup>rd</sup> day	NSW	NSW	PL(D)	PL(D)		2 Days
#1	4 <sup>th</sup> day	NSW	PL(D)	PL(D)	PL(N)		2 Days, 1 Night
#2	1 <sup>st</sup> day	PL(D)	PL(D)	PL(N)	PL(N)		2 Days, 2 Nights
#2	2 <sup>nd</sup> day	PL(D)	PL(N)	PL(N)	NSW		1 Day, 2 Nights
#2	3 <sup>rd</sup> day	PL(D)	PL(N)	NSW	NSW		2 Nights
#2	4 <sup>th</sup> day	PL(D)	NSW	NSW	NSW		1 Night
#3	1 <sup>st</sup> day	NSW	NSW	NSW	NSW	PL(D)	1 Day
#3	2 <sup>nd</sup> day	NSW	NSW	NSW	PL(D)	PL(D)	2 Days
#3	3 <sup>rd</sup> day	NSW	NSW	PL(D)	PL(D)	PL(N)	2 Days, 1 Night
#3	4 <sup>th</sup> day	NSW	PL(D)	PL(D)	PL(N)	PL(N)	2 Days, 2 Nights
#4	1 <sup>st</sup> day	PL(D)	PL(D)	PL(N)	PL(N)	NSW	2 Days, 2 Nights
#4	2 <sup>nd</sup> day	PL(D)	PL(N)	PL(N)	NSW	NSW	1 Day, 2 Nights
#4	3 <sup>rd</sup> day	PL(D)	PL(N)	NSW	NSW	NSW	2 Nights
#4	4 <sup>th</sup> day	PL(D)	NSW	NSW	NSW	NSW	1 Night

NSW Not scheduled to Work

PL(D) Day Shift of Paid Leave

PL(N) Night Shift of Paid Leave

\* Only Eligible if day of funeral

APPENDIX "D"  
Memorandum of Understanding  
**DAY WORKER**

required to accommodate any specific duties assigned, with the understanding the hours of work shall not exceed 42 hours per week averaged over an 8-week period.

This is a memorandum of understanding (MOU) between Local 3591, I.A.F.F. and the Rothesay Regional Fire Department for the purpose of clarifying the terms of a 'day work' provision in Article 16.01 of the 2004 Collective Agreement. The altered schedule described in this MOU is intended:

- 1) To schedule additional staff until adequate numbers can be reached to assign an equal number of members to each company.
- 2) To carry out training, public relations, fire prevention and similar duties that may be required from time to time.

The member working in this position may not necessarily be the junior member but could be other members whose skills are required for specific tasks or those that have an interest in day work. Although the time frame involved in day work could be as short as one week, no one individual should be assigned day work longer than six (6) months. During sickness or absence of staff members on short notice, this member may fill in for day shifts, providing he is not assigned duties outside the Department. As well, a member on specific assignment (beyond the normal station duties) will not be required to respond to minor calls. When members on vacation or absences for night shift are replaced, it will be with casuals when possible. All members will choose vacation time assigned to a normal working crew. When an individual's vacation period is due he will be scheduled to the crew for that purpose.

The normal hours for members on day work will be Monday to Friday, 8:30 a.m. to 5 p.m., with the understanding the hours of work shall not exceed 42 hours per week averaged over an 8-week period. Those assigned to day work will be entitled to a minimum of 48 hours off prior to the start as well as a minimum of 48 hours at the end. Members being assigned day work will be given a minimum of four (4) days notice of the change to their schedule. The hours of operation for members on day work may be flexed as

ORIGINAL SIGNED THIS 29TH DAY OF December, 2004

THE ROTHESAY REGIONAL FIRE  
DEPARTMENT INC.:

THE FIREFIGHTER

\_\_\_\_\_  
Emil T. Olsen, CHAIRMAN

\_\_\_\_\_  
Bill Ge

\_\_\_\_\_  
Scott Cochrane, SECRETARY-TREASURER