

2007-2010 COLLECTIVE AGREEMENT

BETWEEN

**THE CITY OF SAINT JOHN, N. B.
"THE EMPLOYER"**

AND

**THE SAINT JOHN FIRE FIGHTERS' ASSOCIATION
LOCAL UNION NO. 771**

Local 771 Contract

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THIS AGREEMENT made and entered into this 8th day of September, 2009, A.D.

BY AND BETWEEN: THE CITY OF SAINT JOHN, a body corporate, in the County of Saint John, in the Province of New Brunswick, hereinafter referred to as the "EMPLOYER", of the first part,

- A N D -

SAINT JOHN FIREFIGHTERS ASSOCIATION, I.A.F.F., LOCAL 771, A.F.L. - C.I.O. - C.L.C., hereinafter called the "UNION" of the second part.

WITNESSETH that the parties hereto covenant and agree to the following:

ARTICLE 1 INTENT AND PURPOSE

1:01 Whereas, it is the intent and purpose of the Parties to this Agreement to maintain harmonious relations and settle conditions of employment between the Employer, employees and the Union; to improve the quality and efficiency of service and to promote the well-being and increased productivity of the employees, accordingly, the parties hereto set forth the following terms and conditions relating to remuneration, settlement of disputes and differences, hours of work and related matters affecting employees covered by this Agreement.

ARTICLE 2 RECOGNITION

2:01 The Employer, its agents and servants recognize the Union and its duly appointed or elected negotiating committee as the sole and exclusive bargaining agent for all employees of the City of Saint John Fire Department, as certified by the New Brunswick Industrial Relations Board, and further amended by Schedule "A" Salaries - Pay Table (attached) and forming part of this Agreement, save and except the Fire Chief, Deputy Fire Chief, Civilian Secretary to the Chief, District Fire Chiefs, Divisional Chief and Administrative Officer.

ARTICLE 3 CONTINUANCE OF OPERATIONS

3:01 There shall be no strikes, walkouts, lockouts nor any other form nor type of work cessation, as defined by the N.B. *Industrial Relations Act* during the term or expiry of this Agreement, because the Fire Department and its members are dedicated to the protection of lives and property in this community.

ARTICLE 4 NO DISCRIMINATION

4:01 The City agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, creed, colour, nationality, political or religious belief, sex or marital status, or by reason of membership or activity in the Union.

ARTICLE 5 UNION SECURITY

5:01(a) Rand Formula

All employees of the Saint John Fire Department covered by this Agreement must, as a condition of employment, pay the regular Union dues, including those serving their probationary period.

5:01(b) Check-Off

The Employer agrees to regularly deduct the required amount of monthly Union dues and uniform assessments from the pay of each employee to whom this Agreement applies. Union dues and uniform assessments so deducted shall be remitted by the Employer to the Treasurer of the Union not later than the 15th of the month following.

5:02 The Employer agrees to acquaint new employees with the fact a Collective Agreement is in effect and advise new employees of a union representative. The Union will be informed each time a new employee is hired.

5:03 The Employer agrees to register the Sick Leave Plan with the Canadian Employment and Immigration Commission under the *Employment Insurance Act*. Any benefit derived from such registration, the employee's portion, shall be returned to the Union in trust on behalf of the employees.

ARTICLE 6 UNION RIGHTS

6:01 The Employer recognizes the exclusive right of the Union to manage and conduct the affairs of the local and shall not infringe on those rights.

ARTICLE 7 MANAGEMENT RIGHTS

7:01 The Union acknowledges that it is the exclusive right of the Employer to: hire, lay-off, discharge, classify, assign, reclassify, transfer, promote, demote or discipline employees subject to the provisions of this Agreement.

7:02 The Union acknowledges the exclusive right of the Employer to operate and manage its business in all respects, and without restricting the generality of the foregoing, to maintain order and efficiency, to determine the number and location of work areas, the methods to be used in operations/schedules and to exercise control over machines, equipment, tools, parts and materials, including storage, maintenance, repair and replacement of same.

The Union further acknowledges that all the rights, powers and authority of the Employer are retained by the Employer, except those specifically abridged or modified by this Agreement and any supplementary Agreements that may hereafter be made.

The above functions will be exercised in a manner consistent with the terms of this Agreement.

ARTICLE 8 DEPARTMENTAL RULES

8:01 If any clause in this Agreement shall be construed as being repugnant to the Rules and Regulations governing the Fire Department of the City of Saint John, said Rules and Regulations shall be amended at any time by Common Council. All additional changes or amendments being made to the Rules and Regulations shall be perused by the Union, who shall have the right to appear before Common Council, before being passed by Common Council.

ARTICLE 9 LABOUR MANAGEMENT COMMITTEE

9:01 For the efficiency of service, it is agreed by the parties that a Labour Management Committee be established, consisting of four (4) representatives each from the Union and Management. The Committee shall meet at the request of either party at a location mutually agreed upon.

ARTICLE 10 TERMS OF EMPLOYMENT

10:01 **Permanent Employee**

A permanent employee shall mean an employee who has been appointed to fill a vacancy in the Establishment of the Fire Department.

10:02(a) **Holiday Relief Firefighters**

Holiday Relief Firefighters are employed as additional personnel to the permanent Establishment of the Saint John Fire Department.

Holiday Relief Firefighters are of two (2) levels:

- I. Probationary Holiday Relief Firefighter
 A probationary Holiday Relief Firefighter is a newly hired employee who satisfactorily completed basic assessment and orientation of the Saint John Fire Department.
- II. Holiday Relief Firefighter

A Holiday Relief Firefighter is an employee who has successfully completed his/her one year probation. Employees must not voluntarily forfeit any certifications, licences and designations which are job related. The Employer will pay the cost associated with the certifications which are job related.

10:02(b)

Probationary Status - Holiday Relief Firefighters

All newly hired employees will be on probationary status for a period of twelve (12) months of actual employment. The Employer shall evaluate the suitability of such Holiday Relief Firefighters for continued employment. Upon completion of the probationary period, seniority shall be effective from the date of hiring.

10:03

Establishment & Personnel Action

The Employer shall annually provide the Union with a copy of the current Establishment relating to the Fire Department and an annual statement for each permanent employee showing their position, rate of pay, vacation, holidays, leave, etc.

The Employer shall also provide each Holiday Relief employee with an annual statement showing their employment status, rate of pay, vacation, holidays, leave, etc.

Any other changes in position or employment status shall be defined, copies of which shall be supplied to the employee and the Union.

10:04

Vacancies in Permanent Establishment

When a vacancy occurs within the permanent Establishment of the Saint John Fire Department, the Employer shall post the job opening accompanied by the job description for a period of ten (10) days. In filling these vacant positions, appointment shall be made of the Holiday Relief applicant having the required ability and qualifications who is senior in service. The new rate of pay for the successful applicant will take effect within fourteen (14) calendar days of the vacancy occurring.

Opportunities to attain such qualifications will be available to all Holiday Relief Firefighters.

10:05(a)

Job and Temporary Assignment Postings

The Employer shall post all job openings and temporary assignments within the Fire Department, accompanied by Descriptions, for a period of ten (10) days. Such postings shall identify the required knowledge, skill, experience, and other essential requirements. In the case of Temporary Assignments the term of the position will also be identified. Appointments in accordance with this Article shall be based on merit, skill, qualification, ability and seniority, where applicable.

For promotions only, should an employee apply for and be denied a training course, the lack of this course shall not be a factor. However, once promoted the employee will be required to successfully complete this training at a time designated by the Fire Chief. Failure to successfully complete this training will result in the employee reverting to his former rank or position on the seniority list.

A temporary assignment related to a medical condition shall constitute grounds for the exclusion of posting of the temporary assignment by mutual agreement between the Chief and the Union.

10:05(b)

Training Associates

Training Associates are intended to augment training within the Saint John Fire Department and are not to replace current training personnel or the role of the company officer with respect to providing in-station training. Training Associates will be selected from within the existing establishment of the department and will operate from within their regular shift as illustrated in schedule "B-1". Training Associates will continue to be responsible for their regular assigned duties and will be paid an additional \$100.00 monthly for the defined period during which the incumbents are fulfilling the duties and responsibilities as Training Associates.

Training Associate subjects (implementation and maintenance of) will be identified through the Labour Management Committee and all Training Associate assignments will be posted for a period not less than 10 days and will be based on merit, skill, qualification, ability and seniority, where applicable.

10:06 **Temporary Assignments**

Any temporary assignment of an employee to duties other than those normally performed within the establishment of the Fire Department shall not exceed a twelve (12) month period, except as may be extended by mutual agreement between the Chief and the Union. The Union shall be notified prior to the posting of temporary assignments.

10:07(a) **Personnel Reduction**

In the case of a personnel reduction, with the exception of 10:07(b), the employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. For the purposes of this Article, time in the Fire Department shall constitute total seniority. No new employee shall be hired until all laid-off employees have been given ample opportunity to return to work.

10:07(b) **Annual Layoff – Holiday Relief Firefighters**

For the purpose of conducting the annual layoff, at the conclusion of the annual vacation period for each group, Holiday Relief Firefighters will be laid off from the respective group in which they have been assigned.

10:08 **Meal Policy**

The meal policy as determined by the Chief shall be implemented and applied consistently throughout the department.

10:09

Attending Courses, Conferences and Professional Development

Employees scheduled to attend courses and conferences, shall have their work schedules adjusted immediately prior to and/or following course, conference or professional development. All adjustments will be as per the agreed upon business practice for attending conferences courses and professional development.

ARTICLE 11 SENIORITY

11:01

Seniority Defined

For employees who have completed the probationary period, seniority shall be effective from the employee's initial date of hire by the Fire Department. Service shall be broken by resignation, discharge or failure to return to work when recalled from lay-off.

In the case of former employees re-entering the service, after continuity of service with the City has been broken (Her Majesty's Armed Forces in time of war excepted, provided that to retain his/her seniority an employee must apply for re-instatement within six (6) months from his/her discharge from such service) shall be considered as new employees and seniority shall start as of the date that they re-entered the service of the Department.

The parties agree that should an employee be accommodated in another bargaining unit due to a disability they shall retain all of their seniority within the Fire Service.

11:02

Seniority List

The Employer shall publish yearly a seniority list stating the employees' name, employee number, status and initial date of hire. In the event that two or more employees commence service on the same day, seniority shall be determined by the Employer at the date of hire.

11:03 **Removal from Roster**

Any member on a promotional roster, who is assigned by the Fire Chief or designate to act in place of an officer and refuses, will immediately lose their place on the roster and revert to their former position.

ARTICLE 12 **HOURS OF WORK, SALARIES AND OVERTIME**

12:01(a) **Permanent Employees Assigned To Day Shift - Prevention/Investigation**

The workweek schedule requires the flexibility to address service requirements.

12:01(a)(i) **Regular Work Week Schedule**

Employees assigned to Fire Prevention and Investigation shall be scheduled on an annual basis to work as follows at the discretion of the Fire Chief or his designate:

1. The regular workweek shall be Monday to Friday with hours of work being scheduled between 8:30 am and 4:30 pm with one hour unpaid for lunch. For this schedule employees shall work 35 hours per week, or
2. The work week will be Monday to Friday with hours of Work being scheduled between 7:30am and 7:30pm. Employees will be scheduled to work ten (10) hour Shifts over four (4) consecutive days. An unpaid lunch Break of one (1) hour shall be scheduled.

A minimum of two weeks' notice of a change in the employee's schedule will be provided, unless otherwise mutually agreed upon between the employee and the Fire Chief or designate.

12:01(a)(ii) Flexible Work Week Schedule

At the discretion of the Fire Chief or designate, an employee's regular workweek schedule may be changed to meet operational requirements. Up to thirty-five hours (flex-time) of the scheduled hours, per employee, per calendar year may be assigned outside the employee's regular work week schedule subject to the following:

1. A minimum of two weeks' notice of a change in the employee's schedule will be provided to the employee, unless otherwise mutually agreed upon between the employee and the Fire Chief or designate.
2. Employees will not be scheduled to work on both the Saturday and Sunday in any given weekend, unless otherwise mutually agreed upon between the employee and the Fire Chief or designate.
3. The minimum hours to be scheduled outside the employee's regular work week schedule is three (3) hours at any one time.
4. Scheduling of any flex-time owing to the employee, will occur within the calendar year, as mutually agreed upon between the employee and the Fire Chief or designate. In extenuating circumstances such time may be rescheduled in the following year as determined by the Chief or his designate.

12:01(b) Permanent Employees Assigned To Training Division

The workweek schedule requires the flexibility to address service requirements.

12:01(b)(i) Regular Work Week

Employees assigned to Training shall be scheduled to work in accordance with scheduling options detailed in Article 12:01(a)(i) or as detailed in Schedule "C", as determined, from time to time, by the Chief or his designate.

A minimum of two weeks' notice of a change in the employee's schedule will be provided, unless otherwise mutually agreed upon between the employee and the Fire Chief or designate.

The regular work week schedule for the Captain Training Division will be as set out in Article 12:01(a) (i).

12:01(b)(ii) Flexible Work Week

At the discretion of the Fire Chief or designate, an employee's regular workweek schedules may be changed to meet operational requirements. Up to thirty-five hours (flex time) of the scheduled hours, per employee, per calendar year may be assigned outside the employee's regular work week schedule subject to the following:

1. A minimum of two weeks' notice of a change in the employee's schedule will be provided, unless otherwise mutually agreed upon between the employee and the Fire Chief or designate.
2. Employees will not be scheduled to work on both Saturday and Sunday in any given weekend (except if assigned to Schedule "C") unless otherwise mutually agreed upon between the employee and the Fire Chief or designate.
3. Scheduling of any flex time owing to the employee, will occur within the calendar year, as mutually agreed upon between the employee and the Fire Chief or designate. In extenuating circumstances such time may be rescheduled in the following year as determined by the Chief.

12:01(b)(iii) On Call Provision

Effective January 1, 2006, Fire Prevention and Investigation personnel may be assigned to an on-call duty roster as determined by the Fire Chief. A member assigned to the on-call roster will be paid one hundred dollars (\$100.00) prorated for each week (Friday-Friday inclusive) the member is on call.

12:01(c) Permanent Employees Assigned To Operations

12:01(c)(i) Employees assigned to operations shall be scheduled to work forty-two (42) hours per week (averaged) as outlined in Schedule “B” and forming part of this Agreement.

12:01(c)(ii) Employees assigned to operations, excluding those employees assigned to work Schedule “C”, shall be scheduled to work 2184 hours in a calendar year.

12:01(c)(iii) In the event an employee is rescheduled from one group to another, this shall not result in an employee being scheduled to work more than the 2184 regular hours required in a calendar year.

12:01(d) Holiday Relief Firefighters

The hours of work for Holiday Relief Firefighters covered by this Agreement shall be as required by the Saint John Fire Department, as duly negotiated herein. Holiday Relief employees shall be compensated at the regular hourly rate for all hours worked. Weekly pay will be issued on the basis of a minimum of forty-two (42) hours per week averaged over an eight (8) week period.

Holiday Relief employees shall be compensated at the regular hourly rate for all hours worked up to a maximum of forty-six (46) hours per week averaged over an eight (8) week period.

12:02 Emergency recall

Notwithstanding anything appearing in the above section, where an emergency occurs, the Chief or his designate(s) in charge, may recall to duty any personnel who are off-duty. Employees required to work such overtime, shall be paid the prevailing overtime rate as provided under Article 12:04 of this Agreement.

12:03 **Salaries and Wages**

12:03(a) **Salaries - Permanent Employees**

See attached Schedule "A" Pay Table which shall form part of this Agreement.

12:04 **Overtime**

12:04(a) **Permanent Employees**

Time and one-half shall be paid for all time worked in excess of the scheduled hours of work as laid down in Article 12:01(a), (b) and (c) of this Agreement. If detained for less than fifteen minutes at the end of a working day, the minimum fraction of time for calculation purposes shall be one-quarter hour. Otherwise the minimum fraction of time for calculation purposes shall be one-half hour. Time off may be granted in lieu of overtime pay by mutual consent of the Chief and the employee.

12:04(b) **Holiday Relief Employees - Eight Week Cycle**

Time and one-half shall be paid for all time worked in the excess of forty-six (46) hours per week averaged over an eight (8) week period. If detained for less than fifteen minutes at the end of a working day, the minimum fraction of time for calculation purposes shall be one-quarter hour. Otherwise the minimum fraction of time for calculation purposes shall be one-half hour. Time off may be granted in lieu of overtime pay by mutual consent of the Chief and the employee.

12:04(c) **Computing of Overtime**

Computing of overtime shall commence at the time registered for "call back" and shall cease at the time registered for "all out" with the exception of employees detained for further duty or released before the "all out" is sounded, in which case, the overtime shall cease when the Company Officer reports the returning employees back to the station. Minimum "call back" time shall be three hours at time and one-half.

ARTICLE 13 VACATIONS AND STATUTORY HOLIDAYS

13:01(a) Vacation Entitlement and Selection

13:01(a)(1) Permanent Employees Working Day Work

All permanent employees working the regular work week after one (1) year's continuous service shall annually receive two (2) weeks' vacation with pay, and after five (5) years' continuous service shall receive three (3) weeks' vacation with pay, and after thirteen (13) years' continuous service shall receive four (4) weeks' vacation with pay and after twenty-three years' continuous service shall receive five (5) weeks' vacation with pay.

Annual vacation shall be selected by week(s) in order of seniority.

13:01(a)(2) Vacation Entitlement for Those Permanent Employees Working The Shifts Outlined in Schedule "B" and Schedule "C"

All permanent employees working the shifts outlined in Schedule "B" and Schedule "C" of this Agreement shall receive annually, after one (1) year's continuous service, two (2) shifts vacation with pay, and after two (2) years' continuous service, three (3) shifts vacation with pay, and after thirteen (13) years' continuous service, four (4) shifts vacation with pay and after twenty-three years' continuous service, five (5) shifts vacation with pay.

Annual vacation, for all permanent employees working the shifts outlined in Schedule "B", shall be selected as per Article 13:03(a) and (b).

Except as provided in Article 13:01(e), vacation and statutory holiday selections must be taken by the employee as scheduled.

13:01(a)(3) Holiday Relief Employees

Vacation entitlement for Holiday Relief employees will be in accordance with the *Employment Standards Act*.

13:01(b) Statutory Holidays

13:01(b)(1) Permanent Employees

- a. In lieu of 11 statutory holidays (New Year's Day, Good Friday, Easter Monday, Victoria Day, New Brunswick Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day proclaimed by the Federal, Provincial or Municipal Governments as a holiday), personnel working shifts as outlined in Schedule "B" shall receive a shift (48 hours) off with pay. The balance of the original 132 hours is to be paid for, or be given time off in lieu thereof at the discretion of the Chief.
- b. Should a statutory, proclaimed or designated holiday occur during a vacation period selected by personnel employed on day work per Article 12:01(a) and (b) or Schedule "C", the person concerned shall be given this day immediately before or after their vacation period. The day off must be mutually agreed and identified prior to the statutory holiday.
- c. Should a statutory, proclaimed or designated holiday occur during an employee's regular day off as outlined in Schedule "C", the employee shall be given the day off immediately before or after their regular scheduled day off.
- d. Should a statutory holiday coincide with a scheduled work day (as per Article 12:01(a) and (b) or Schedule "C"), the employee will be granted that day off with pay.

13:01(b)(02) Holiday Relief Employees

There will be no entitlement for statutory holidays for Holiday Relief employees covered by this Collective Agreement. In lieu of such entitlement, Holiday Relief Firefighters shall receive four percent (4%) of their regular wages, that is, monies received at the regular hourly rate.

13:01(c) In the event the City officially proclaims a public holiday in addition to the statutory holidays, employees covered by this Agreement shall receive one additional day off with pay in lieu of such proclaimed holiday.

13:01(d) If arrangement can be made without interference with proper operation of the Department and without additional cost, the Fire Chief or designate may permit a day employee to take one week of vacation one day at a time.

13:01(e) In the event an employee is hospitalized prior to their scheduled statutory holidays or scheduled vacation period, such time in hospital (and subsequent physician authorized recovery period) shall be considered as sick leave. Only in this instance can scheduled vacation or scheduled statutory holidays be deferred.

13:02 The number of employees, Officers and Firefighters, on vacation at any one time shall be limited to a reasonable number at the discretion of the Chief so as not to curtail or interfere with the operation of the Department.

13:03 Annual vacation and statutory holidays shall be selected by shift in order of seniority within each group. Each permanent employee shall first select vacation and following the vacation selection shall select the designated statutory holidays as follows:

Vacation – (First Round)

An initial selection of two shifts (either together or separately) until remaining employees have selected their initial selections and then,

Selection of the Remainder of Vacation and Statutory Holiday(2nd Round)

Select the remainder of their vacation and then select statutory holidays following the vacation selection.

13:04(a) Vacation periods including those given in lieu of statutory, proclaimed and designated holidays, shall not commence before the first Sunday of January and shall continue until the last shift is completed in each group for that vacation year.

13:04(b) Once every five years during a member's term of employment, in lieu of taking vacation earned in each year of a specified two-year period, he/she may take two years' vacation entitlement in any one year for the purpose of an extended vacation trip.

The number of employees entitled to an extended vacation trip, in any one year, as provided above, shall be at the discretion of the Chief.

13:05 **Extended Vacation For Long-Service Employees**

All permanent employees of the Fire Department having completed their thirtieth (30) year of continuous service qualify, ONCE ONLY, for an additional two shifts vacation with pay.

Such extended vacations must be taken prior to retirement of the employee. Allotment and timing of these vacation periods shall be at the discretion of the Fire Chief to prevent any disruption of services. An employee requesting such vacation in any year shall indicate the employee's proposed extended vacation dates at the time vacation periods are picked for the year.

13:06

Vacation Entitlement (Promoted Employees)

In the instances where an employee has been promoted and is to be transferred to another group, the employee must elect one of the following options in order to accommodate their vacation entitlement and ensure that the Employer does not incur additional replacement costs. Such election must be submitted in writing to the Deputy Chief.

1. Move to the new group and select a vacant selection in their new group.
2. Move to the new group and have their vacation scheduled when it is deemed operationally feasible to do so by the Fire Chief or designate. The Chief or designate will advise the employee in advance of the move of the vacation selections available in the employee's new group.
3. Remain in their existing group and following their vacation selection be transferred to their new group.

ARTICLE 14 EMPLOYEE BENEFITS

14:01(a) Group Life Insurance

The Employer agrees to contribute 75% of the cost of the present Group Life Insurance plan for all employees covered by this Agreement. Upon retirement employees shall be provided \$5,000 in life insurance coverage. Monthly premiums will be paid by the City of Saint John.

14:01(b)

Survivor Benefit

When an employee dies as a result of a work related injury or illness, for which compensation will be available from the Workers' Compensation Board, the surviving wife, husband or common law spouse will receive the salary of the deceased employee, including adjustments as they are implemented, reduced by the amount received from the Workers' Compensation Board, the Canada Pension Plan, the employee's pension fund and any other income source to which the employer contributed in whole or in part. The maintenance of salary will continue as long as there is a dependent minor child or for five (5) years, whichever is longer. The maintenance of salary will end should the surviving spouse marry or enter into a common law relationship. In either case, payment ceases at the time when the deceased employee would have reached the age of retirement (65).

14:02

Medical, Health and Dental Plans

The Employer agrees to pay \$97.60 monthly towards the cost for single and \$148.34 monthly towards the cost of family coverage, as applicable, for the employee's health and dental coverage. The employee shall pay the remaining costs. It is understood that such benefit shall extend to permanent employees and Holiday Relief employees eligible for entry into the City of Saint John Pension Plan.

Effective January 1, 2006 the Employer agrees to pay \$131.27 monthly towards the cost for single and \$173.42 monthly towards the cost of family coverage, as applicable, for the employee's health and dental coverage. The employee shall pay the remaining costs. It is understood that such benefit shall extend to permanent employees and Holiday Relief employees eligible for entry into the City of Saint John Pension Plan.

The Health and Dental plan is compulsory for all employees except where an employee has better coverage through his/her spouse. Any employee who is not a participant under the plan shall not be entitled to a cash payment in lieu of the Employer's contribution to the cost.

The parties recognize the need to continue to work together to control the cost of health and dental plans – by overseeing the plans and making mutually agreed changes that, from time to time, are deemed appropriate.

The City agrees to assist the Union by implementing the administrative and/or design changes necessary to ensure that contribution rates are sufficient to meet the full cost of the plan.

In any event, upon implementation of the above noted rates, the Employer contribution shall be fixed and will not exceed the above noted amounts nor shall the Employer be liable for any deficit in the plan as a result of employee claims exceeding contributions paid.

All employee benefit plans outlined herein shall be fully negotiable and not changed without mutual consent.

The health and dental benefits shall continue to all retirees at the group rates which shall be paid fully by all retirees, to be deducted from pension cheque.

Effective Jan 1, 2009 the Employer agrees to contribute 75% and the Employee agrees to contribute 25% of the cost of monthly premiums for single coverage and for family coverage, as applicable, for the present employees' medical coverage. It is understood and agreed that such benefit shall extend to all employees. Any employee who is not a participant shall not be entitled to a cash payment in lieu of the Employer's contribution to the premium.

The parties recognize the need to continue to work together to control the cost of medical, health and dental plans- by overseeing the plans and making mutually agreed changes that, from time to time, are deemed appropriate.

The City shall provide ninety (90) days notice in writing to the Union of any proposed increase in employee contributions for the recovery associated with these plans. Prior to the expiry of the

notice period the parties agree to identify medical, health and dental plan options and to make changes to the plans and/or carrier(s). In the event that appropriate changes cannot be agreed upon, the Union agrees to implement necessary changes to limit total costs to available premium revenue within sixty (60) days of any notice of premium increase by the carrier(s), including benefit levels, or any other agreed changes as required to limit the total cost impact on current members of the plans. The City agrees to assist the Union by implementing the administrative and/or design changes necessary to ensure the employee and employer contributions meet the full cost of the program.

In the event that appropriate changes cannot be agreed upon or are not of sufficient nature to reduce costs to within current contribution levels the employer shall increase employee contributions as detailed in the written notice adjusted where applicable by the projected cost reductions associated with any agreed upon plan changes.

For clarification and continuity, it is understood that the plan design and benefits that exist on December 31, 2008 shall continue subject to the above.

All employee benefit plans outlined herein shall be fully negotiable and not changed without mutual consent.

The Union is liable for 100% of the accumulated plan deficit up to January 01, 2008, the cost of which will be added to the employee premium contributions.

Participation in the plan is mandatory and is a condition of employment for all employees hired after January 1st, 2009.

Effective June 30th, 2009 current employees not participating in the full or a portion of the plan will no longer be eligible to participate in the plan now or in the future, except in the case of the death of the employee's spouse.

Current employees presently not participating in the plan will be eligible to enter the plan provided they register no later than June 30th, 2009.

Annually, the Employer shall provide each employee with a detailed employee benefit statement outlining all benefits and plans in the Collective Agreement.

In the case of absence for illness the Employer's contribution will be paid to the Group Life Insurance Plan, Pension Plan and the Health and Dental Plan where applicable. This Article shall only apply to those employees who qualify under this Article.

In the case of an employee qualifying for a disability allowance under the City of Saint John Pension Act or the Heart and Lung Act, the Employer's contribution will be paid to the Health and Dental Plan where applicable. The Employer contributions will continue until the time the employee reaches the age of 65. In the event the employee dies prior to the age of 65 and has a spouse covered by the plan the employer contributions will continue until the time the employee would have reached the age of 65.

The health and dental benefits shall continue to all retirees at the group rates. Premiums for these benefits are to be paid fully by all retirees and will be deducted from their pension cheque.

14:03(1)

Sick Leave Defined

Sick Leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, or under examination or treatment of a physician, chiropractor, dentist or because of an accident for which compensation is not payable under the *Workers' Compensation Act*, but not including routine examinations by physicians, chiropractors, dentists or routine visits unless as a result of a previous illness.

Sick Leave Plan shall be continued for the duration of this Agreement.

14:03(2)**Sick Leave Plan**

Every employee on Schedule "B" shall accumulate sick leave benefits at the rate of 18 hours per month worked up to an accumulated total of 2280 hours. Every employee on Day Work shall accumulate sick leave benefits at the rate of 10.5 hours per month worked up to an accumulated total of 1330 hours. Every employee on Schedule "C" shall accumulate sick leave benefits at the rate of 15 hours per month worked up to an accumulated total of 1900 hours.

14:03(3)**Deduction From Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working hours, exclusive of Holidays, absent for sick leave. Sick Leave shall be paid at the employee's regular rate of pay. Employees participating in a return to work will be considered to be working full time and will not have sick leave deducted and will continue to accumulate sick leave credits.

14:03(4)**Proof of Illness**

An employee may be required to produce a certificate from a medical practitioner designated by the City for any illness certifying that the employee was unable to carry out their duties due to illness or due to exposure to a contagious disease.

Any medical certificate costs shall be paid by the City.

14:03(5)**Medical Documentation**

Any request from the Employer for medical documentation from any employee covered by the provisions of this Collective Agreement, off duty, as the result of sickness or injury, shall be made through the employee who shall provide the Employer with medical documentation from the attending physician relating to their current medical status.

14:03(6) Sick Leave & Vacation Leave

In recognition of the principle that employees absent on extended sick leave do not continue to earn vacation leave during their period of absence on sick leave, employees on sick leave shall not be entitled to vacation benefits in the second or succeeding years of illness. Employees returning to active service from such extended sick leave shall have vacation benefits for that year prorated from the date of return to active service. Likewise, employees on sick leave for more than 65 working days in any vacation year shall have their vacation entitlement reduced pro-rata.

14:03(7) Sick Leave Bank Credits

Once per year between January 1st to January 31st, the Employer shall replenish the sick leave bank to 9600 hours. The bank is to be replenished with any of the hours which any of the employees has in excess of 2280 hours. No deduction shall be made from any employee who has less than 2280 hours of personal credit.

14:03(8) Sick Leave Bank Allotments

Application for an allotment from the Sick Leave Bank may be made by an employee, who, for example, through a prolonged illness, has exhausted his/her own sick leave credits.

An employee who has not completed his/her probationary period shall not be eligible for an allotment from the Sick Leave Bank. In the event an employee becomes totally disabled, as signified by a medical certificate, he/she shall be referred to the Pension Board and not be eligible to draw from the Bank.

Such employees may be granted sick leave from the Bank upon the approval of the Union Sick Leave Bank Committee and the Employer upon production of the appropriate medical certification. No allotment from the Sick Leave Bank shall be made until the employee has exhausted all his/her accumulated sick leave.

Allotment of Sick Leave from the Bank shall be at a daily rate equal to the employee's daily rate while on his/her own accumulated sick leave.

Under no circumstances shall there be any stacking of benefits.

14:03(9) Sick Leave Records

As soon as possible after the close of each calendar year, the Employer shall advise the Sick Leave Bank Committee, in writing, of the amount of Sick Leave accrued to each employee's credit and to the Bank.

14:03(10) Union Sick Leave Bank Committee

The Committee of Local 771 shall consist of two (2) Union members. Any dispute with respect to the operation of the Sick Leave Bank will be referred to a third party by mutual agreement.

14:03(11) Recurring Illness

The same illness recurring in a twelve (12) month period shall be deemed to be a continuation of the previous illness for sick leave purposes.

14:03(12) Medical Assessment

Where an employee is on Workers' Compensation or Sick Leave Benefits for a period of three months or more, the Chief may require the employee to appear before a Medical Board for medical assessment. The Board shall be constituted as follows: one doctor appointed by the Employer, one doctor appointed by the employee concerned or the Union, and a Chairman mutually agreed upon by the appointees. Where the two appointees cannot agree, the submission shall be conducted under the provisions of the Arbitration Act.

14:03(13)

In the event an employee is deemed by the Medical Board to be unable to perform the duties of their job on a permanent basis, said employee shall make application for a disability pension to the Board of Trustees of the City of Saint John Employee Pension Plan. In the event that the Board of Trustees denies a disability pension for said employee the employee shall continue under the provisions of the sick leave bank entitlement.

ARTICLE 15 LEAVE OF ABSENCE

15:01

Union Leave

The President and not more than two (2) members of the Saint John Firefighters Association, Local Union No. 771, I.A.F.F. shall be granted leave of absence as may be necessary with pay for the purpose of conducting Union business with the Chief of the Fire Department, the City Manager, or Common Council, also Local Union Meetings. Any such request for time off shall be submitted to the office of the Fire Chief or Deputy Fire Chief by the President or Secretary of the Local Union.

Any two (2) representatives shall, subject to ten (10) days' written notice to the Chief, be granted leave of absence up to sixty (60) working hours with pay to attend the International Association of Firefighters Canada Convention (meets every second year) and sixty (60) working hours with pay to attend the I.A.F.F. Convention. Also, be granted leave of absence with pay to attend the New Brunswick Federation of Labour Convention – the Atlantic Provinces Professional Firefighters Association Biennial Convention - and attend meetings with the Provincial Government on matters directly related to Local 771. All other leaves of absence shall be granted by supply of a relief or by loss of pay, subject to the approval of the Chief.

15:02

Compassionate Leave

All employees of the Saint John Fire Department covered by this Agreement shall be granted a maximum of four continuous working days as leave of absence with pay in the event of death of a parent, spouse, brother, sister, child, mother-in-law, father-in-law for the purpose of making funeral arrangements and/or attending the funeral, one of which days shall be the day of the funeral. Two continuous working days with pay shall be granted in the event of death of a grandfather, a grandmother, Legal Guardian, brother-in-law or sister-in-law. For clarification, refer to Schedule "F". Additional days may be granted by the Chief in special circumstances.

15:03

Matrimonial Leave

All employees of the Saint John Fire Department covered by this Agreement shall be granted two (2) days off, with pay for their wedding. Such days shall be taken within thirty (30) days of the event. In addition, each employee shall be entitled to one (1) day off, with pay, for the wedding of a son or daughter. Such day shall be taken on the day of the wedding.

15:04

Disaster Leave

A member whose residence is extensively damaged by fire, flood, or an act of God shall be granted one (1) day off with pay. This day must be a regular scheduled working day within a time frame of 24 hours, in order to get paid. An additional two days off with pay may be granted, when warranted, at the discretion of the Chief.

15:05

General Leave

The Employer may grant leave of absence without pay and without loss of seniority to a maximum of twelve (12) months to any employee requesting such leave for educational purposes. The Employer may grant leave of absence without pay and without loss of seniority to a maximum of six (6) months to any employee requesting such leave for good and sufficient cause.

Such requests shall be made in writing by the employee and submitted to the Fire Chief. Upon the recommendation of the Fire Chief, such request shall be submitted to the City Manager and subject to approval by the City Manager, such leave of absence shall be granted.

15:06 **Birth or Adoption of Child**

One (1) day off with pay shall be granted for the birth or adoption of a child. Said day is to be taken on the day of the birth of the child or on the day that the child is to arrive home.

15:07 **Jury Duty**

When an employee is on jury duty he/she shall receive full pay at the prevailing rates. Any monies received by the employee, from jury duty in lieu of weekly pay, shall be paid to the Commissioner of Finance.

15:08 Company Officers shall grant a leave of absence of up to 2 hours if a replacement is provided at the employee's expense, provided the replacement is qualified in the opinion of the Officer.

15:09 **Maternity Leave**

Maternity leave shall cover a period of 17 weeks. An employee who resigns for maternity reasons shall be considered as having been on leave without pay if she is re-employed within six (6) months of the date of her resignation.

The Parties to this collective agreement support the NFPA 1582, Standard on Medical Requirements for Fire Fighters, relating to reproduction hazards of fire fighters. Firefighters who are pregnant will not be treated any differently from other medical conditions that may inhibit their abilities to perform their jobs.

Any fire fighter who becomes pregnant must be offered the opportunity at any time during the pregnancy to be voluntarily removed from fire fighting duties and other duties involving the hazards or physical stress that might endanger the fetus and be reassigned to other duties without loss of pay or benefits. When fire fighters can no longer be medically certified as being capable of performing fire fighter duties, the fire fighter should be reassigned to other duties. When the fire fighter is no longer pregnant, the fire fighter must be reinstated to the position held before being pregnant.

Supplementary Unemployment Benefit Plan

- a) This plan is conditional upon the approval and continued approval of the Federal Government
- b) An employee who provides proof that she has applied for and is eligible to receive Employment Insurance Benefits pursuant to the Employment Insurance Act, shall be eligible to be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan for a period not to exceed seventeen (17) continuous weeks inclusive of the two (2) week waiting period for Employment Insurance Benefits.
- c) In respect of the period of maternity leave payments made according to the Supplementary Unemployment Benefit Plan will consist of payments equal to the difference between the unemployment insurance benefits the employee is eligible to receive and ninety percent (90%) of her regular rate of pay at the time during the period which may result in a decrease in unemployment insurance benefits to which the employee would have been eligible if no extra monies had been received during this period.

d) Regular rate of pay shall mean the rate of pay the employee was receiving at the time maternity leave commences, but does not include, shift premium, overtime, or any other form of supplementary compensation.

During the period of maternity leave, the Employer shall continue to pay its share of Pension, Health and Dental Plan, and Group Life Insurance. The employee also agrees to pay her share. When an employee decides to return to work after maternity leave, she shall provide the employer with at least two (2) weeks 'notice. On return from maternity leave, the employee shall return to their original placement on the seniority list and the rank or position to which their seniority and qualifications entitles them.

15:10 **Parental Leave**

Parental leave shall be unpaid and cover a period of up to thirty-seven (37) weeks after the birth or adoption of a child under the age of nineteen.

During the period of parental leave, if permissible under the relevant plan, the Employer shall continue to pay its share of Pension, Health and Dental Plan, and Group Life Insurance. The employee also agrees to pay his/her share. When an employee decided to return to work after parental leave, he/she shall provide the employer with at least two (2) weeks' notice. On return from parental Leave, the employee shall return to their original placement on the seniority list and the rank or position to which their seniority and qualifications entitles them.

ARTICLE 16 LONG SERVICE PAY AND RETIREMENT PAY

16:01 In recognition of the principle that an employee's knowledge and experience increase with length of continuous service, upon an employee becoming permanent, the Employer agrees to pay long service pay to all employees in the Fire Department hired on or before June 1, 1997. Service pay shall be based on the rank held and be paid once a year, by the following formula:

Commencement of 4th year and including 7th year = 1%
Commencement of 8th year and including 11th year = 1.5%
Commencement of 12th year and including 15th year = 2%
Commencement of 16th year and including 19th year = 2.5%
Commencement of 20th year and including 23rd year = 3%
Commencement of 24th year and beyond = 3.5%

All employees in the Fire Department hired on or before June 1st, 1997 will continue to receive service pay for the remainder of their careers with the Employer at the rates detailed above. Employees hired after June 1, 1997 will not be eligible for service pay, now or in the future.

It is not the Employer's intention to pursue changes to this Article at any time in the future.

Long service pay shall be paid in December of each year to employees who qualify and are on strength on December 31st, and shall not be related to the number of days worked since the qualifying date.

On retirement or severance, an employee shall be entitled to long service pay calculated from January 1 to the date of departure. In the case of death, long service pay shall be paid to the employee's dependants, beneficiary or estate.

16:02

Retirement Pay

The Employer agrees to pay each permanent employee going on retirement upon reaching the retirement age one (1) month's pay for every five (5) years' of continuous service or fraction thereof, to a maximum of six (6) months' pay. This shall be paid at the same rate as that paid for regular time in the employee's permanent classification for the employee's last working period. The benefit shall be paid in a lump sum upon retirement and shall not be subject to deductions for Group Life Insurance nor City Pension Plan. This benefit shall not apply when an employee resigns from the service nor is dismissed for cause. To qualify, the employee must have a minimum of five (5) years' continuous service with the Employer as of the date of retirement. In case of death of an employee on the active payroll with five (5) or more years'

continuous service, payment shall be made to the employee's dependants, beneficiary or estate.

An employee may opt out of future eligibility for retirement pay. The employee may request in writing a one-time-only payment in lieu of retirement pay. Such payment shall be in an amount as defined above, based on the date the request is made. To qualify the employee must have a minimum of five (5) years' continuous service. Upon such payment the employee waives all entitlement to further retirement pay.

ARTICLE 17 PROMOTIONAL ROSTER SYSTEM – OPERATION’S DIVISION

- 17:01(a)** There shall be maintained within the Fire Department Operation’s Division for bargaining unit positions, two (2) separate and distinct Promotional Rosters: Captain’s and Lieutenant’s.
- 17:01(b)** As a minimum requirement, the Lieutenant’s Roster shall have an equal number of names as there are officers. All other rosters shall have an equal number of names as there are positions in each category.
- 17:01(c)** In the event of a shortage of names on the appropriate Roster, the next senior member who has qualified shall act in their next rank.
- 17:02** When a permanent vacancy occurs within the rank of Captain or Lieutenant, it shall be filled by the "Number One Person" from the appropriate Promotional Roster.
- 17:03** When a member is required to "act out of rank", he/she shall be chosen from the respective Fire Company, in order of seniority and if qualified, by being on the appropriate Roster. There shall be no additional compensation for “acting out of rank”.
- 17:04** If an employee covered by this Agreement is required to temporarily perform the duties of a lower classification because of injury or sickness, he/she shall receive the salary of his/her permanent rank.

- 17:05** If an employee is called in on overtime to act in a senior rank there shall be no additional acting pay. In calling personnel in for overtime it is not the Employer's intention to use this provision as a means of reducing personnel costs.
- 17:06** The senior employee from the appropriate Roster shall be given preference when acting in place of an Officer where the acting assignment is anticipated to last greater than three (3) months.
- 17:07(a)** **Lieutenant's Promotional Roster**
- Entry to the Lieutenant's Promotional Roster shall be by examination, which may be held at any time during the year as long as notice is posted for one month in the stations on orders from the Chief. The number of applicants called for shall depend on the number of names required to maintain the Roster as specified in 17:01(b). Applications shall be accepted in order of seniority.
- 17:07(b)** Final lists showing those members who will be writing shall be posted in the Fire Stations six weeks in advance of writing. The Training Division is to provide an instructor for those who are writing and for any assistance in their preparation.
- 17:07(c)** In order to afford assistance to those applicants writing for Rosters, a one-half day practical training and a one-half day theoretical training shall be provided upon request. Such training shall be provided at a time determined by the Chief or his designate and shall not be considered time worked.
- 17:07(d)** Senior employees making the pass mark of not less than sixty-five (65%) percent, shall be placed on the Lieutenant's Roster by seniority. It shall be permissible for any member failing to make the necessary pass mark to apply and take the examination when required, providing the vacancy exists in the particular Roster. Upon being placed on the Roster employees shall be paid at the rate of 105% of the salary level for a First Class Firefighter as laid down in Appendix A-1 of this Agreement.

- 17:07(e)** When a senior employee writes the examination and fails, then rewrites when required and passes, he/she would be placed on the Promotional Roster according to his/her seniority.
- 17:07(f)** When a senior person fails to apply to write the examination when required and applies at a later date and passes, he/she shall then take his/her position on the Roster in respect to his/her seniority in the group in which he/she was writing.
- 17:07(g)** When a senior employee fails after two (2) consecutive examinations to make the required pass mark and rewrites at a future date and makes the required pass mark, he/she would then take his/her position on the roster in respect to his/her seniority group in which he/she was writing.
- 17:07(h)** Applicants shall be informed of the results upon completion of the examination by applying to the Chief, Deputy Chief or Divisional Chief.

Examination for Entry to Lieutenant’s Promotional Roster

17:08(a) Examinations shall be valued at 100 plus, with an overall passing mark of not less than sixty-five (65). Candidates must also achieve a pass mark of sixty-five percent (65%) in each of the written and practical components of the examination.

17:08(b) Examinations shall consist of:

Written	-	25 points
Practical	-	25 points
Oral	-	25 points
Service Evaluation	-	25 points

One (1) point for each five (5) years’ of service with the Fire Department.

17:08(c) Service evaluations shall be submitted as follows:

Company Officer	-	up to 9 points
Captain Training	-	up to 4 points
District Chief	-	up to 4 points
Deputy Chief	-	up to 4 points
Fire Chief	-	up to 4 points

17:08(d) Examinations shall be marked by a Board of Evaluators consisting of: two (2) senior Officers (District Chief and above) appointed by the Chief, the Divisional Chief (advisory only), and two (2) representatives from Local Union No. 771.

Examinations shall be marked by a Board of Evaluators consisting of: two (2) senior Officers (District Chief and above) appointed by the Chief, the Divisional Chief (advisory only), and two (2) representatives from Local Union No. 771.

Requalification

17:09(1) An employee who enters the Lieutenant's Roster shall be required to re-qualify (one-time only) for the Roster after a period of five (5) years has passed since their last evaluation for that Roster.

17:09(2) The re-qualification process will require candidates to successfully complete one of the following options within six weeks following their fifth anniversary of entry into the Roster:

- a. the written and practical components of the Roster as outlined in Article 17:08 (a) and (b) or,
- b. Successful completion of the three courses from the Certificate in Fire Service Leadership (CFSL) program: Station Officer: Dealing with People; Station Officer: Dealing with New Operations; Environment of the Fire Station. In the event that any of the specified courses becomes unavailable, the candidate must complete an equivalent replacement course identified by the Fire Chief.

17:09 (3) Time outside the employee's scheduled hours spent studying for the courses to re-qualify for the Lieutenant's Roster shall not be considered time worked. Subject to operational requirements, employees may undertake required course work while on duty. The Employer will pay the cost of tuition and course materials, one time only, for each of the required courses.

An employee may request an additional opportunity to repeat such training. However, this request must be presented to the Fire Chief and approval is at the discretion of the Fire Chief.

17:09(4) An employee who fails to re-qualify within six weeks following their fifth anniversary of entry into the Lieutenant's Roster as per Article 17:09(2) will be removed from the Roster. The employee will be eligible to re-enter the Roster at the next call for applications for the Lieutenant's Roster.

17:09(5) An employee who fails to re-qualify for the Lieutenant's Roster and subsequently passes at a future date will take their place on the Roster, according to seniority, at the next call for applications for the Lieutenant's Roster. Employees who failed to re-qualify forfeit their right to any promotion that took place in the interim.

17:10(1) **Captain's Promotional Roster**

The prerequisites for candidates seeking admission to the Captain's Promotional Roster are as follows:

1. Must hold the rank of Lieutenant and,
2. Candidates must have successfully completed three courses from the Certificate in Fire Service Leadership (CFSL) program: Station Officer: Dealing with People; Station Officer: Dealing with New Operations; Environment of the Fire Station plus the following three courses from the Certificate in Fire Service Administration (CFSA) program: Organizational Behaviour, Fire Service Law and Fire Suppression Management. In the event that any of the specified courses becomes unavailable, the candidate must complete an equivalent replacement course identified by the Fire Chief.

17:10(2) Time outside the employee's scheduled hours spent studying for the prerequisites for the Captain's Roster shall not be considered time worked. Subject to operational requirements, employees may undertake required course work while on duty. The Employer will pay the cost of tuition and course materials, one time only, for each of the required courses.

An employee may request an additional opportunity to repeat such training. However, this request must be presented to the Fire Chief and approval is at the discretion of the Fire Chief.

17:10(3) Upon successful completion of the required pre-requisites and subject to Article 17:01(b), the candidate will be placed on the Captain's Roster. Upon being placed on the Roster employees shall be paid at the rate of 112.5% of the salary level for a First Class Firefighter as laid down in Appendix A-1 of this Agreement.

ARTICLE 18 PROMOTIONAL ROSTER SYSTEM – FIRE PREVENTION AND INVESTIGATION DIVISION

18:01(1) So as to develop expertise, input, increased productivity, continuity and a career with a future, no employee assigned to the Fire Prevention and Investigation Division after completion of his/her one year period of service shall be transferred back to the Operation's Division of the Fire Department except in extenuating circumstances.

18:02 Inspector of Fire Prevention and Investigation

18:02(1) In the event of a vacancy in this position, the Employer shall call for applications.

18:02(2) Applicants must have and agree to the following:

- a. Must have ten (10) years of permanent service with the Saint John Fire Department.

- b. The senior applicant shall be appointed to the position of Inspector of Fire Prevention and Inspection Division.
- c. The appointed applicant to this position shall serve a one (1) year probationary period. If at any time during the probationary period the incumbent proves unsatisfactory with respect to the requisite performance standards for the position he/she shall be reverted to his/her former position with the Fire Department without loss of seniority.
- d. At the end of his/her one (1) year probationary period, the employee shall be confirmed in the position or upon his/her request, he/she may revert to his/her former position with the Fire Department.
- e. If the Employer calls for and receives no applications, the Employer may appoint an employee to this position.

18:02(3)

Personnel assigned to the Fire Prevention and Investigation Division shall be required to successfully complete the professional development program detailed in this Section. Failure to complete the professional development program within the specified timeframe shall result in the person being removed from the Division and reverting to their former position within the Fire Department if applicable.

18:02(4)

While completing the professional development program personnel shall be designated as Fire Prevention Inspectors and shall be paid at the salary level of a First Class Firefighter as detailed in Appendix A-1.

- 18:02(5)** The Professional Development Program for Fire Prevention Officers shall include successful completion of the following courses or equivalent replacements as identified by the Fire Chief:
- a. Fire Service Instructor Level I
 - b. The following three courses from the Certificate in Fire Service Leadership Program: Station Officer: Dealing with People; Station Officer: Dealing with New Operations; Environment of the Fire Station.
 - c. Certified Fire Inspector Level II Program (NBOFM Standard)
 - d. Fire Cause and Determination Level II (NBOFM Standard)
 - e. WETT Certification
 - f. Up to one additional course as determined by the Chief.

An employee may request an additional opportunity to repeat such training. However, this request must be presented to the Fire Chief and approval is at the discretion of the Fire Chief.

- 18:02(6)** Upon completion of the professional development program personnel shall be designated as Fire Prevention Officers and shall be paid at the salary level of 110% of a First Class Firefighter as laid down in Schedule "A" of this Agreement.

18:03 **Captain of Fire Prevention and Investigation Promotional Roster**

- 18:03(1)** Applications shall be called for from personnel who have completed the courses required and have qualified for the position of Lieutenant Fire Prevention and Investigation or Fire Prevention Officer.

- 18:03(2)** Applicants for the Captain Fire Prevention and Investigation Promotional Roster must have and agree to the following requirements:

- a. Must be a present member of the Fire Prevention and Investigation Division for at least five (5) years and,

- b. Must have successfully completed three (3) courses from the Certificate in Fire Service Leadership (CFSL) program: Station Officer: Dealing with People; Station Officer: Dealing with New Operations; and Environment of the Fire Station. In the event that any of the specified courses becomes unavailable, the candidate must complete an equivalent replacement course identified by the Chief.
- c. While on the Captain's Roster the employee must successfully complete three (3) courses from the Certificate in Fire Service Administration (CFSA) which include Organizational Behavior, Fire Prevention Management and Fire Service Law. In the event that any of the specified courses becomes unavailable, the candidate must complete an equivalent replacement course identified by the Chief.
- d. Must have successfully completed Advanced Training in Fire Cause and Determination
- e. The employee is required to successfully complete the required courses to be eligible for confirmation to the Position Captain Fire Prevention and Investigation.
- f. Subject to operational requirements, an employee enrolled in a required course will be granted up to four hours per week, while on duty, to undertake their studies. The Employer will pay the cost of tuition and course materials, once only, for each of the required courses.
- g. Time outside the employee's scheduled hours spent studying for the courses required shall not be considered time worked.

18:03(3)

Upon successful completion of the required pre-requisites and subject to Article 18:03(2), the senior candidate will be placed on the Captain's Roster. Upon being placed on the Roster the employee shall be paid at the rate of 112.5% of the salary level for a First Class Firefighter as laid down in Appendix A-1 of this Agreement.

18:03(4) In the event of a permanent vacancy, the person on the Captain of Fire Prevention and Investigation Promotional Roster shall serve a one (1) year probationary period.

If the applicant proves unsatisfactory to the Divisional Chief at the end of, or during the one (1) year trial period, said employee, shall return to their original placement on the seniority list, and the rank or position to which their seniority and qualifications entitles them.

18:03(5) In the event no candidate is successful in attaining the promotional requirements, the Fire Chief shall fill the vacancy through any means appropriate.

ARTICLE 19 PROMOTIONAL ROSTER SYSTEM – TRAINING DIVISION

19:01 Lieutenant Training

19:01(1) In the event of a vacancy in the position of Lieutenant of Training the following shall apply:

The Employer shall call for applications from those holding the rank of Lieutenant or Qualified Lieutenant within Operations. The successful senior applicant must have and agree to the following:

- a. Must have successfully completed Fire Service Instructor 1. Should an employee apply for and be unable to obtain this course due to scheduling difficulties, the lack of this course shall not be a limiting factor. However, once promoted the employee will be required to successfully complete this training at a time designated by the Fire Chief. Failure to successfully complete this training will result in the employee reverting to his former rank or position on the seniority list.
- b. Must have successfully completed three courses from the Certificate in Fire Service Leadership program: Station Officer: Dealing with People; Station Officer: Dealing with New Operations; Environment of the Fire Station. In the event that any of the specified courses becomes unavailable, the candidate must complete an equivalent replacement course identified by the Fire Chief.

- c. The appointed applicant to this position shall serve a one (1) year probationary period. If at any time during the probationary period the incumbent proves unsatisfactory with respect to the requisite performance standards for the position he/she shall be reverted to his/her former position with the Fire Department without loss of seniority.

At the end of his/her one (1) year probationary period, the employee shall be confirmed in the position or upon his/her request, he/she may revert to his/her former position with the Fire Department.

- 19:01(2)** Personnel assigned to the Training Division shall be required to successfully complete the professional development program detailed in this Section. Failure to complete the professional development program within the specified timeframe shall result in the person being removed from the Division and reverting to their former position within the Fire Department if applicable.
- 19:01(3)** While completing the professional development program the person shall be designated as Lieutenant of Training and shall be paid at the salary level of a Lieutenant as detailed in Schedule A.
- 19:01(4)** The Professional Development Program for personnel assigned to the Training Division shall consist of completion the following courses or equivalent replacement courses as identified by the Fire Chief:
- a) Fire Service Instructor 1 and II
 - b) Three courses from the Certificate in Fire Service Leadership program: Station Officer: Dealing with People; Station Officer: Dealing with New Operations; Environment of the Fire Station
 - c) Three courses from the Certificate in Fire Service Administration (CFSA) program: Organizational Behaviour, Fire Service Law and Fire Suppression Management
 - d) Up to two additional courses or certifications as determined by the Fire Chief

- 19:01(5)** Upon completion of the professional development program personnel shall be designated as Training Officer and shall be paid at the salary level of a 112.5% of a First Class Firefighter as laid down in Schedule "A" of this Agreement.
- 19:01(6)** Should a person in the Training Division choose to return to Fire Department Operations, the Employer will facilitate this transition within a period of up to 12 months. However, during this transition, additional requests from other Training Officers to return to operations will not be considered until the previous request has been complied with. Should two or more requests be made during the same week, preference will be given to the senior employee. Said employee, shall return to their original placement on the seniority list, and the rank or position to which their seniority and qualifications entitles them.
- 19:01(7)** In the event the Employer receives no applications for the position of Lieutenant Training, the Fire Chief shall fill the existing vacancy by any means appropriate
- 19:02** **Captain of Training**
In the event of a permanent vacancy in the position of Captain of Training, the following shall apply:
- 19:02(1)** The Employer shall call for applications for the position.
- 19:02(2)** Prior to taking the Promotional Examination, applicants must have and agree to each of the following:
- a. Must hold the rank of Lieutenant or above (operations or training) within the Saint John Fire Department and must have successfully completed Fire Service Instructor 1 (or equivalent course), as identified by the Fire Chief, and
 - b. While in the position the applicant must complete the Fire Service Instructor II course at the earliest practical opportunity and

- c. Must have successfully completed three courses from the Certificate in Fire Service Leadership (CFSL) program (Station Officer: Dealing with People; Station Officer: Dealing with New Operations; Environment of the Fire Station) plus the following three courses from the Certificate in Fire Service Administration (CFSA) program: Organizational Behaviour, Fire Service Law and Fire Suppression Management. In the event that any of the specified courses becomes unavailable, the applicant must complete an equivalent replacement course identified by the Fire Chief.
- d. Up to two additional courses or certifications as determined by the Fire Chief.
- e. Time outside the applicant's scheduled hours spent studying or attending training sessions associated with attaining the required courses for the Captain of Training shall not be considered time worked.
- f. Subject to operational requirements, an employee enrolled in a required course will be granted up to four hours per week while on duty, to undertake their studies. The Employer will pay the cost of tuition and course materials, once only, for the required courses. An employee may request an additional opportunity to repeat such training. However, this request must be presented to the Fire Chief and approval is at the discretion of the Fire Chief.

g. CAPTAIN OF TRAINING – EXAMINATION PROCESS

Oral presentation to evaluation board and a pass of 65% must be attained

Written Exam – a pass of 65% must be attained

Written report – a pass for this component is not defined but the average of the three components must equal 65%

- h. Examination Process shall be marked by a board of evaluators consisting of two (2) senior officers (District Chief and above) appointed by the Chief, Divisional Chief (advisory only), and two (2) representatives from Local Union No. 771.

- 19:02(3)** The senior qualified applicant shall be appointed to the position of Captain of Training on a one (1) year probationary basis.
- 19:02(4)** If the applicant proves satisfactory to the Divisional Chief at the end of the one (1) year probationary period, the applicant shall be confirmed in the position.
- 19:02(5)** If the applicant proves unsatisfactory to the Divisional Chief at the end of, or during the one (1) year probationary period, said employee, shall return to their original placement on the seniority list, and the rank or position to which their seniority and qualifications entitles them.
- 19:02(6)** Should a person in the Training Division choose to return to Fire Department Operations, the Employer will facilitate this transition within a period of up to 12 months. However, during this transition, additional requests from other Training Officers to return to operations will not be considered until the previous request has been complied with. Should two or more requests be made during the same week, preference will be given to the senior employee. Said employee, shall return to their original placement on the seniority list, and the rank or position to which their seniority and qualifications entitles them.
- 19:02(7)** In the event the Employer receives no applications for the position of Captain of Training, the Fire Chief shall fill the existing vacancy by any means appropriate.

ARTICLE 20 GRIEVANCE RESOLUTION PROCESS – INTERNAL

- 20:01** The Grievance is defined as an alleged violation of the Collective Agreement or a case where either party has acted unjustly or improperly in the administration of the Collective Agreement or the Rules and Regulations of the Department.
- 20:02** The Union shall appoint a Grievance Committee and shall forward the names of the members of the said Committee to the Employer on or before the fifth day of January each year.

20:03 The party filing the grievance shall stipulate the Article or Articles of the Agreement which he/she alleges have been violated and the grievance shall be processed on the basis of such allegation and not otherwise.

20:04 In processing a grievance, the following procedure shall be in effect:

STEP 1

All grievances shall be made in writing to the Union Grievance Committee by the employee or employees concerned within seven (7) days of becoming aware of the matter which is the cause of the grievance. The Union may submit this grievance to the Chief of the Fire Department in writing within ten (10) days of receiving said grievance. The Chief shall hand down a decision in writing within seven (7) days after receipt of the grievance.

STEP 2

If the decision handed down by the Chief is not acceptable to the Union, the Union may then submit said grievance to the City Manager within ten (10) days for decision. The City Manager shall hand down a decision in writing within ten (10) days after receipt of the grievance.

STEP 3

If the decision of the City Manager is not acceptable to the Union, the grievance or grievances shall be submitted to the Common Council by filing with the Common Clerk within seven (7) days of the City Manager's decision. A hearing shall be granted at the second regular meeting of the Common Council following application. A period of seventeen (17) days shall be deemed as the period required by Common Council to reply in writing of its decision on the grievance.

20:05 In all cases stated above, Saturdays, Sundays and holidays are not counted in determining time limits. Time limits mentioned above can be extended by mutual consent of the parties.

20:06 Where a grievance has not been resolved to the satisfaction of either party to the grievance through the internal grievance resolution process, either party may refer the matter to a Board of Arbitration.

20:07 The following steps shall be followed in the Arbitration process:

STEP 1

Within a period of fifteen (15) days from the date of decision of the Common Council, either party may by written request to the other party require the matter to be referred to a Board of Arbitration. Such Board shall be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third person to act as a Chairman chosen by the other two (2) members of the Board. Each member is to be appointed within ten (10) days following receipt of such written request for arbitration and the members so appointed shall select within five (5) days after their appointment, a third member who shall be Chairman.

STEP 2

If either party shall refuse or neglect to appoint a member as aforesaid to a Board of Arbitration, the Minister of Labour/Manpower of the Province of New Brunswick may be requested by the other party to name a member. In the event that the two (2) members appointed are unable to agree upon the selection of a Chairman, the said Minister of Labour/Manpower may be requested by either party to name a Chairman of the Board.

STEP 3

Hearings of the Board shall commence within fifteen (15) days after the appointment of a Chairman, and shall continue in such manner that the arbitrators shall make their award in writing not later than one (1) month after the entering upon the reference. The decision of the majority of the Board shall be final and binding upon the parties to this Agreement.

STEP 4

The expense and remuneration of the Chairman and secretarial

services shall be borne in equal shares by the City and the Union. The expenses and remuneration of the other two (2) members of the Board shall be borne by the parties by whom they were selected or for whom they were appointed by the said Minister of Labour/Manpower.

STEP 5

It shall be the duty of the Board of Arbitration to hear all parties concerned and to determine the matters referred to it. Upon determination of the matter, the Board of Arbitration shall make any order which will provide for final settlement of the matter and make any order that will restore the aggrieved party, whether it be the Union or the City, to its rightful, just and equitable position.

20:08 Every party to and every party bound by the Agreement and every person on whose behalf the Agreement was entered into shall comply with the final settlement and give effect thereto.

20:09 In the case of any employee whom the Board of Arbitration has found to have been unjustly discriminated against, suspended, demoted or discharged, he/she shall be reinstated and reimbursed for all wages and salary involved and shall have all rights and benefits restored by the Employer.

ARTICLE 21 GRIEVANCE RESOLUTION PROCESS – MEDIATION

21:01 Where a grievance has not been resolved to the satisfaction of either party to the grievance through the internal grievance resolution process, they will notify the other party of their desire to proceed to interest-based grievance mediation. Grievance mediation is a voluntary process which can be an effective alternative to grievance arbitration for management and labour to solve problems. The parties, through the assistance of a mediator, shall attempt to resolve the grievance through negotiation, therefore, allowing the parties to control and shape the settlement. Grievance mediation does not interfere with the rights of the parties to the arbitration process.

21:02 The grievance mediation process shall be confidential, voluntary, informal and conducted by mediators trained in the principles of interest-based negotiation/problem-solving. 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 Department of Advanced Education & Labour.

- 21:03** Where the parties are interested in using the mediation process, the parties agree to the following:
- a. Either party may suggest to the other that a grievance filed under the Collective Agreement be referred to mediation. The party to whom the suggestion is made is free to accept or reject the suggestion. The parties will use an Agreement to Mediate, to suggest grievance mediation.
 - b. Grievances will only be referred to mediation if both parties agree.
 - c. The person or persons (office or offices) with authority to refer a grievance to mediation will be designated by the parties.
 - d. The representatives attending mediation sessions will have the authority to settle the grievance. Representative from each party will take training in the process and procedure of grievance mediation before they participate in the grievance mediation process.
 - e. When both parties agree to mediate a grievance, the Agreement to Mediate will be completed.
 - f. The mediator will be chosen from a list of suitable individuals agreed to by the parties on a rotating basis or will be appointed by the Department of Advanced Education and Labour. A Mediator Appointment Agreement, which outlines certain stipulations about which the mediator and the parties need to be aware, will be entered into.
 - g. There shall be no loss of wages and benefits for participation in the grievance mediation process.

- h. 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 (1) one party revokes, in writing, the reference to mediate, or (2) the mediation ends (whether successfully or not), is to be excluded from the time limits set out under the steps of the internal grievance resolution process.
- i. A mediation ends in accordance with the provisions specified in the Mediator Appointment Agreement.
- j. If the mediation resolves the grievance, the Mediator will provide the parties with a report outlining the settlement. If the mediation does not resolve a grievance, either party is free to start proceedings or to continue proceedings to resolve the grievance.
- k. The time limits set forth may be extended by mutual consent of the parties.

ARTICLE 22 BENEFIT TO THE CITY

22:01 An employee who furnishes an idea which is adopted for improvement in the operation of a Civic Department shall receive recognition from the Employer in the form of a cash grant which the City deems proper, taking into consideration the value of the improvement.

ARTICLE 23 UNIFORMS AND EQUIPMENT

23:01 **Permanent Employees**

Clothing will be supplied to permanent employees in the manner set out in the attached Schedule "E" which shall form part of this Agreement.

Clothing when required is to be issued not later than June 1st of each year if possible.

Any of the mentioned clothing destroyed in the line of duty shall be

replaced as soon as possible.

Any article of clothing or equipment which is damaged, lost or destroyed by abuse or neglect by members of the Department will be replaced at the member's expense.

In so far as is practical, any employee requiring replacement of personal equipment for firefighting duties shall have sizing and replacement completed while on duty.

23:02 Holiday Relief Employees

All Holiday Relief employees covered by this Agreement shall receive annually two (2) work shirts and two (2) work pants. This clothing issue shall be provided by June 1st of each year if possible. A pair of work boots, tie, summer/winter jackets and uniform cap will be issued as required. The work issue shall be ordered within 30 days after the initial date of hire.

After a one (1) year probationary period Holiday Relief personnel shall receive a Dress Uniform. Replacement of the Dress Uniform will be based upon need and be linked to the large departmental purchase. Dress uniform for Holiday Relief personnel shall be ordered within 30 days after completing probationary period.

ARTICLE 24 CONSTANT MANNING

24:01 As long as sufficient funds are provided by the Employer, all existing companies shall be maintained at full strength as herein set forth:

- | | | |
|----------------|---|---------------------------|
| Quint Company | - | 1 Officer, 3 Firefighters |
| Ladder Company | - | 1 Officer, 3 Firefighters |
| Engine Company | - | 1 Officer, 3 Firefighters |
| Tanker Unit | - | 1 Firefighter |
| Rescue Squad | - | 1 Officer, 3 Firefighters |

ARTICLE 25 SAFETY

25:01 Composition

The Saint John Civic Employees' Safety Committee shall continue in operation with members appointed from the Employer and the Union. Both parties, in making their appointments, shall be motivated by the need of selecting people who are most capable of promoting safety on the job.

Each City Union shall appoint one (1) member of the Safety Committee. The Employer shall appoint one (1) member from each major Civic Department as its representatives to a maximum of four (4). The Occupational Safety Officer will be an Ex-officio member.

25:02 Meetings

Two members, one (1) representing a Union and one (1) representing the Employer, shall act as Co-Chairman at all Safety Committee Meetings. The Safety Committee shall hold regular meetings and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.

25:03 Minutes

Minutes of safety meetings shall be kept and copies of such minutes sent to the City Manager and the Union.

25:04 The *N.B. Occupational Health and Safety Act* and Regulations shall be binding upon the parties at all times.

25:05 The parties recognize that the Occupational Safety Officer is responsible for the enforcement of the New Brunswick *Occupational Health and Safety Act* and Regulations.

ARTICLE 26 TECHNOLOGICAL CHANGE

26:01 Technological Change Defined

Technological change means:

- a. the introduction of equipment or material of a different nature and kind from that previously utilized by the Employer; and
- b. a change in the Employer's method of operation that is directly related to the introduction of said equipment or material.

26:02 Advance Notice

Prior to introducing technological change, the Employer agrees to notify the Union of its intentions at least ninety (90) calendar days in advance of implementation.

26:03 Contents of Notice

The notice shall be conveyed in writing and shall contain appropriate information including:

- a. the nature of the change;
- b. the date on which the Employer proposes to effect the change;
- c. the approximate number, type and location of employees likely to be affected by the change; and
- d. the effects the change may be expected to have on employees' working conditions and terms of employment.

26:04 Consultation

During the ninety (90) day notification period contained in Article 26:02 the Employer and the Union shall meet in an attempt to minimize any adverse effects the technological change may be expected to have on employees' working conditions and/or terms of employment.

ARTICLE 27 TERM

27:01 The Agreement shall take effect and be binding on the parties hereto for the period from July 1, 2007, A.D., to December 31, 2010 A.D., inclusive and shall remain in force for successive periods of twelve (12) months thereafter, unless either party requests negotiation of a new or replacement Agreement by giving written notice to the other party not less than sixty (60) days and not more than ninety (90) days prior to the expiration date of this Agreement of any renewal thereof.

Such notice(s) shall specify any addition, deletion or alteration desired.

27:02 In consideration of the party of the Second Part surrendering the right to strike under any circumstances, it is agreed that should the parties fail to reach agreement and become dead-locked in negotiation of a new Working Agreement or schedule of wages, outstanding items shall be referred for settlement to a Board of Arbitration constituted as provided for in Article 21 of this Agreement. Decision of the Board of Arbitration shall be binding upon both parties to this Agreement.

27:03 This Agreement supersedes the Agreement dated the 26th day of January, 2006, and no benefits nor conditions that existed under that Agreement are continued into this present Agreement dated the ____ day of _____, 2009, A.D., except as expressly stated.

IN WITNESS WHEREOF the parties have caused their respective Corporate Seals to be hereunto affixed, attested by the hands of their proper Officers in that behalf, the day and year first above written.

**SIGNED, SEALED AND THE CITY OF SAINT JOHN
DELIVERED**

in the presence of:

Mayor

Witness

Common Clerk

**LOCAL NO. 771 SAINT JOHN
FIREFIGHTERS ASSOC.**

President

Witness

Recording Secretary

THIS IS SCHEDULE "A" - REFERRED TO IN THE FOREGOING AGREEMENT BEARING THE DAY ____ OF _____, 2007, A.D. AND ENTERED INTO BETWEEN THE CITY OF SAINT JOHN, N. B., "THE EMPLOYER" AND THE SAINT JOHN FIREFIGHTERS' ASSOCIATION, LOCAL UNION NO. 771, I.A.F.F. (AFL - CIO, CLC), "THE UNION".

RANK	EFFECTIVE July1/07	EFFECTIVE Jan 1/08	% DIFFERENTIAL BETWEEN RANKS
Captain	70,374	72,838	115.0%
Qualified Captain	68,844	71,254	112.5%
Lieutenant	67,315	69,671	110.0%
Qualified Lieutenant	64,255	66,504	105.0%
Firefighter 1 st Class	61,195	63,337	100.0%
Firefighter 2 nd Class	58,135	60,170	95.0%
Firefighter 3 rd Class	55,076	57,003	90.0%
Firefighter 4 th Class	52,016	53,836	85.0%
Holiday Relief FF	36,717	38,002	60.0%
Probationary Holiday Relied FF	33,657	34,835	55.0%
RANK	EFFECTIVE July1/08	EFFECTIVE Jan 1/09	% DIFFERENTIAL BETWEEN RANKS
Captain	74,476	76,152	115.0%
Qualified Captain	72,857	74,496	112.5%
Lieutenant	71,238	72,841	110.0%
Qualified Lieutenant	68,000	69,530	105.0%
Firefighter 1 st Class	64,762	66,219	100.0%
Firefighter 2 nd Class	61,524	62,908	95.0%
Firefighter 3 rd Class	58,286	59,597	90.0%
Firefighter 4 th Class	55,048	56,286	85.0%
Holiday Relief FF	38,857	39,731	60.0%
Probationary Holiday Relied FF	35,619	36,420	55.0%
RANK	EFFECTIVE July 1/09	EFFECTIVE Jan 1/10	% DIFFERENTIAL BETWEEN RANKS
Captain	77,865	79,617	115.0%
Qualified Captain	76,173	77,886	112.5%
Lieutenant	74,480	76,155	110.0%
Qualified Lieutenant	71,094	72,694	105.0%
Firefighter 1 st Class	67,709	69,232	100.0%
Firefighter 2 nd Class	64,324	65,770	95.0%
Firefighter 3 rd Class	60,938	62,309	90.0%
Firefighter 4 th Class	57,553	58,847	85.0%
		EFFECTIVE Sept 1/09	EFFECTIVE Jan 1/10
Holiday Relief FF	40,625	40,625	41,557

Holiday Relief FF Commencing 4 th year	N/A	44,011	45,001
Holiday Relief FF Commencing 3 rd year	N/A	41,980	42,924
Holiday Relief FF Commencing 2 nd year	N/A	41,302	42,232
Probationary Holiday Relied FF	37,240	N/A	38,078

RANK	EFFECTIVE July 1/10	% DIFFERENTIAL BETWEEN RANKS
Captain	81,409	115.0%
Qualified Captain	79,639	112.5%
Lieutenant	77,869	110.0%
Qualified Lieutenant	74,330	105.0%
Firefighter 1 st Class	70,790	100.0%
Firefighter 2 nd Class	67,251	95.0%
Firefighter 3 rd Class	63,711	90.0%
Firefighter 4 th Class	60,173	85.0%
HOLIDAY RELIEF		
Holiday Relief FF Commencing 4 th year	46,014	65%
Holiday Relief FF Commencing 3 rd year	43,890	62%
Holiday Relief FF Commencing 2 nd year	43,182	61%
Holiday Relief FF	42,474	60%
Probationary Holiday Relied FF	38,935	55%

FIREFIGHTER PROGRESSION TABLE
Firefighter 1 st Class After three years
Firefighter 2 nd Class After two year
Firefighter 3 rd Class After one year
Firefighter 4 th Class
Note All time worked after five years as a Holiday Relief Firefighter including the probationary period will be applied to the above progression

The common denominator for compilation of all rates of pay for various ranks in the bargaining unit is the 1st Class Firefighter at 100%. Other ranks are graduated either lower or higher on a marked percentage basis according to service in lower ranks and according to position of authority, jurisdiction, responsibility, nature and scope of duties in higher ranks.

Annual salary for employees shall be as stated in above. Weekly pay shall be determined by dividing the annual salary by 52.

Overtime calculations, as per Article 12:04(a) Operations Personnel. - The regular (time) hourly rate of pay shall be calculated by dividing the annual salary by 2184 hours for operational personnel or by appropriate annual hours (1820 or 2080) for Training and Fire Prevention personnel based on individual's designated work schedule.

All salaries shall be paid weekly and deposited on Thursday of each week, not later than 8:00 a.m., into a bank account designated in advance by the employee. On each pay day, each employee shall be provided with an itemized statement of his wages, overtime, and other supplementary pay and deductions.

THIS SCHEDULE "B-1" REFERRED TO IN THE FOREGOING AGREEMENT BEARING DATE THE ____ OF _____, 2006, A.D., AND ENTERED INTO BETWEEN THE CITY OF SAINT JOHN, "THE EMPLOYER" AND THE SAINT JOHN FIREFIGHTERS' ASSOCIATION, LOCAL UNION NO. 771, I.A.F.F. (AFL - CIO, CLC) "THE UNION"

HOURS OF WORK

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
Day	Day	Night	Night	Off	Off	Off	48
Off	Day	Day	Night	Night	Off	Off	48
Off	Off	Day	Day	Night	Night	Off	48
Off	Off	Off	Day	Day	Night	Night	48
Off	Off	Off	Off	Day	Day	Night	34
Night	Off	Off	Off	Off	Day	Day	34
Night	Night	Off	Off	Off	Off	Day	38
Day	Night	Night	Off	Off	Off	Off	38

A shift constitutes a four-day work cycle comprised of two days and two nights. Each group completes one week, then drops to the line below and continues in like manner until bottom line is completed then returns to top line and repeats cycle. Day shift 0800 hrs. – 1800 hrs. Night Shift 1800 hrs. – 0800 hrs.

THIS IS SCHEDULE "C" REFERRED TO IN THE FOREGOING AGREEMENT BEARING DATE OF ____ OF _____, 2006, A.D., AND ENTERED INTO BETWEEN THE CITY OF SAINT JOHN, "THE EMPLOYER" AND THE SAINT JOHN FIREFIGHTERS' ASSOCIATION, LOCAL UNION NO. 771, I.A.F.F. (AFL - CIO, CLC) "THE UNION"

HOURS OF WORK

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
Day	Day	Day	Day	Off	Off	Off	44
Off	Day	Day	Day	Day	Off	Off	44
Off	Off	Day	Day	Day	Day	Off	44
Off	Off	Off	Day	Day	Day	Day	44
Off	Off	Off	Off	Day	Day	Day	33
Day	Off	Off	Off	Off	Day	Day	33
Day	Day	Off	Off	Off	Off	Day	33
Day	Day	Day	Off	Off	Off	Off	33

A shift constitutes a 4-day work cycle comprised of 4 consecutive days. Each employee completes one week, then drops to the line below and continues in like manner until bottom line is completed then returns to top line and repeats cycle. The hours of work shall be scheduled between 0730 hrs. and 1930 hrs. The day shift scheduled shall be eleven hours including one unpaid hour for lunch at mid-shift.

THIS IS SCHEDULE "C-2" REFERRED TO IN THE FOREGOING AGREEMENT BEARING DATE OF ____ OF _____, 2006, A.D., AND ENTERED INTO BETWEEN THE CITY OF SAINT JOHN, "THE EMPLOYER" AND THE SAINT JOHN FIREFIGHTERS' ASSOCIATION, LOCAL UNION NO. 771, I.A.F.F. (AFL - CIO, CLC) "THE UNION"

HOURS OF WORK

Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Hr
1	Off	Day	Day	Day	Day	Off	Off	40
2	Off	Off	Day	Day	Day	Day	Off	40

A shift constitutes a 7-day work cycle comprised of 4 consecutive days on and 3 consecutive days off. The assigned of Shift 1 or Shift 2 shall be at the discretion of the Fire Chief. The hours of work shall be scheduled between 0730 hrs. and 1930 hrs. The day shift scheduled shall be eleven hours including one unpaid hour for lunch at mid-shift.

SCHEDULE "D"

Military Service

1. Any employee who qualifies for acceptance by the C.A.F. (Reserves) shall be entitled to time off with full pay and benefits up to a maximum of 14 consecutive calendar days per annum for Reserve Training. This training time shall be in addition to holidays contained in this Collective Agreement.
2. Wages received for such approved Reserve Training shall be reported to the Employer and the employee shall have the option to choose the higher wage between the City and the Department of National Defence.

THIS IS SCHEDULE "E" REFERRED TO IN THE AGREEMENT BEARING DATE THE ____ DAY OF _____, 2006, A.D., AND ENTERED INTO BETWEEN THE CITY OF SAINT JOHN, "THE EMPLOYER", AND THE SAINT JOHN FIREFIGHTERS' ASSOCIATION, LOCAL UNION NO. 771, I.A.F.F. (AFL, CIO, CLC) "THE UNION"

Clothing & Equipment

- Dress**
 - 1 Tunic with 1 pair of Pants
- Uniform**
 - Supplied in 1999: Planned replacement scheduled 5 years from said date. Unscheduled replacement of an individual's uniform will only be permitted if required need can be demonstrated in accordance with Article 24:01
 - 1 Long Sleeve White Shirt c/w Fire Dept. Shoulder Flashes (replacement every 3 years)
 - 1 Tie (replacement each year)
 - 1 pair Black Dress Shoes (replacement every 5 years)
 - Uniform Cap (when required)
 - Employer agrees to make one (1) alteration if required during the term of issue for dress uniform only
- Work Issue**
 - supplied each year with the exception of when dress uniform is issued
 - 2 pairs of Pants
 - 2 shirts (one long, one short sleeved) or as designated by employee
 - Jacket when required
- Footwear**
 - 1 pair of black C.S.A. approved leather shoes or boots (replacement 2 years with the exception of year when dress shoes are issued)
 - Fire Prevention Personnel: 2 pair Boots or Shoes each year
 - Training Personnel: 1 pair of Boots each year

Personal Equipment for Firefighting Duties

- Rubber Boots As required
- Bunker Pants As required
- Patch Coat As required
- Gloves As required
- Helmet As required
- (complete) As required
- Flash Hood

Schedule “F”

This is Schedule “F” referred to in the Foregoing Agreement bearing the ____ day of _____, 2006, A.D., and entered into between the City of Saint John, “The Employer” and the Saint John Firefighters’ Association, Local Union No. 771, I.A.F.F. (AFL – CIO, CLC), “The Union”.

1 st Day	Off (X)	Off	Off	Off(F)		No Time Off
2 nd Day	Off (X)	Off	Off	D(F)		1 Day Off
3 rd Day	Off (X)	Off	D	D(F)		2 Days Off
4 th Day	Off (X)	D	D	N(F)		2 Days, 1 Night Off
1 st Day	D(X)	D	N	N(F)		2 Days, 2 Nights Off
2 nd Day	D(X)	N	N	Off(F)		1 Day, 2 Nights Off
3 rd Day	D(X)	N	Off	Off(F)		2 Nights Off
4 th Day	D(X)	Off	Off	Off(F)		1 Night Off
1 st Day	Off (X)	Off	Off	Off	D(F)	1 Day Off
2 nd Day	Off (X)	Off	Off	D	D(F)	2 Days Off
3 rd Day	Off (X)	Off	D	D	N(F)	2 Days, 1 Night Off
4 th Day	Off (X)	D	D	N	N(F)	2 Days, 2 Nights Off
1 st Day	D(X)	D	N	N	Off(F)	2 Days, 2 Nights Off
2 nd Day	D(X)	N	N	Off	Off(F)	1 Day, 2 Nights Off
3 rd Day	D(X)	N	Off	Off	Off(F)	2 Nights Off
4 th Day	D(X)	Off	Off	Off	Off(F)	1 Night Off
X – Day of Death				F – Day of Funeral		

LETTER OF AGREEMENT #2

BETWEEN: The City of Saint John
"The Employer"

AND: The Saint John Firefighters Association
Local No. 771, IAFF
"The Union"

SUBJECT: Those employees on the Lieutenant's
Roster as of January 1, 2001

An employee (who entered the Lieutenant's Roster prior to January 1, 2001, shall be required to re-qualify (one-time only) for the Roster after a period of five (5) years has passed since their last evaluation for that Roster.

The re qualification process will require candidates to successfully complete one of the following options within the specified time frame following their fifth anniversary of entry into the Roster;

- a. Must successfully complete the written and practical components of the Roster as outlined in Article 17:08 (a) and (b). An employee who elects this option and fails to re-qualify within six weeks following their fifth anniversary of entry into the Lieutenant's Roster will be removed from the Roster. The employee will be eligible to re-enter the Roster at the next call for applications for the Lieutenant's Roster.

OR

- b. Must successfully complete three courses from the Certificate in Fire Service Leadership (CFSL) program (Station Officer: Dealing with People; Station Officer: Dealing with New Operations; Environment of the Fire Station). In the event that any of the specified courses becomes unavailable, the candidate must complete a replacement course identified by the Chief.

Those employees whose anniversary date expires and select this option must register in a required course within 6 months and complete all required courses within 18 months of beginning the first course. An employee who fails to re-qualify within 18 months of beginning the first course will be removed from the Roster. The employee will be eligible to re-enter the Roster at the next call for applications for the Lieutenant's Roster.

- c. Time outside the employee's scheduled hours spent studying for the courses to requalify for the Lieutenant's Roster shall not be considered time worked. Subject to operational requirements, employees may undertake required course work while on duty. The employer will pay the cost of tuition and course materials, one time only, for each of the required courses.

- d. An employee who had failed to re-qualify for the Lieutenant's Roster and subsequently passes at a future date will take their place on the Roster, according to seniority, at the next call for applications for the Lieutenant's Roster. Employees who failed to re-qualify forfeit their right to any promotion that took place in the interim.

This Letter of Agreement forms part of the Collective Agreement date

SIGNED on this ____ day of October, 2009.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF AGREEMENT # 3

BETWEEN: The City of Saint John
"The Employer"

AND: The Saint John Firefighters Association
Local No. 771, IAFF
"The Union"

SUBJECT: **Composition of Qualified Captains Roster**

IT IS HERETO AGREED that when the following personnel have completed the requirements for admission to the Qualified Captains Roster as set forth herein they will be remunerated at the rate of 112.5 % of the salary of a 1st Class Firefighter.

**Steve DeForest
Eldon Marks
Paul McDade
David McDougall
Brian J. MacDonald
Frank MacKinnon
Daniel Aucoin
Lawrence Cook
J.C. Neil MacKenney
Frederick Ramsay
John Melanson
Wayne McGrath**

As personnel are promoted to the rank of Captain and subsequently removed from the Qualified Captain's Roster it is the intent of the parties that no new names will be added to the Roster until such time that the Roster fails to meet the minimum requirements as set forth in Article(s) 17:01 (b), 18:03 (a).

This Letter of Agreement forms part of the Collective Agreement dated

SIGNED on this ____ day of October 2009.

FOR THE EMPLOYER:

FOR THE UNION:

Letter of Agreement #4

BETWEEN: The City of Saint John
"The Employer"

AND: The Saint John Firefighters Association
Local No. 771, IAFF
"The Union"

SUBJECT: **Terms & Conditions Clothing and
Equipment Pilot Project**

It is agreed that as part of the 2004 – 2007 Collective Agreement, between the CITY OF SAINT JOHN and The Saint John Firefighters Association Local No. 771, IAFF, the parties shall jointly undertake a pilot project for the issue of clothing and equipment as outlined in Schedule "E".

The objective of the Clothing and Equipment Pilot Project is to provide the parties with an opportunity, on a one-year trial basis, to determine the mutually beneficial value to the issue of clothing and equipment. The parties agree that they shall create a forum to discuss all matters related to the uniforms and equipment including specifications, quality and issue.

SIGNED, SEALED AND DELIVERED

In the presence of:

THE CITY OF SAINT JOHN
("The Employer")

Mayor

Common Clerk

Witness

THE SAINT JOHN FIREFIGHTERS ASSOCIATION
LOCAL NO. 771 IAFF

President

Recording Secretary

Witness

LETTER OF AGREEMENT #5

BETWEEN: The City of Saint John
"The Employer"

AND: The Saint John Firefighters Association
Local No. 771, IAFF
"The Union"

SUBJECT: Duty to Accommodate

The parties agree to focus efforts on active case management where an individual is absent from work due to illness or injury, the goal of which would be to see a timely return to work for the individual. The parties also recognize their obligation to the "Duty to Accommodate" as outlined in the New Brunswick Human Rights Act and the Workers Compensation Act.

The Duty to Accommodate obligation is based on the philosophy that all employees have an equal right to work. The elimination of intolerance in Canada is an emerging national value. Employers are being asked to eliminate arbitrary barriers to the inclusion of persons with disabilities in the workplace.

"A truly egalitarian society recognises and is designed in view of the fact that the workforce is made up of able bodied and disabled persons with distinct needs and abilities, but with an equal right to work"

PROCESS OUTLINE

The City of Saint John comprises a workforce diversity not usually experienced by other employers; The City encompasses many diverse employment positions as well as four (4) different bargaining units plus non-union and management staff. The City of Saint John also recognizes workplace accommodations can be either temporary or more permanent in nature. In understanding this, the City of Saint John has adopted a two (2) step approach to meet their obligations regarding the duty to accommodate as outlined in the NB Human Rights Act and the Worker's Compensation Act. (1st Step) Each diverse group will have a designated Return to Work Committee whose mandate will be to return the ill or injured employee to their pre-illness/injury position. Should it be determined that an employee cannot return to their pre-illness/injury position they will move to the (2nd Step) where their case will be forwarded to the Duty to Accommodate Committee who will be responsible to manage any further accommodation. The above committees will include representatives from Local 771, two representatives designated by the fire chief and a representative from Human Resources.

Duty to Accommodate

On the recommendation of the Designated Return to Work Committee an employee who has been identified as being unable to return to their pre-illness/injury position, their case will be forwarded to the Duty to Accommodation Committee for review and management.

As well, any employees who have applied but are denied disability benefits from the City of Saint John Pension Board will automatically be forwarded to the Duty to Accommodation Committee for review and management.

Note: Any past employees whose disability benefits are suspended from the City of Saint John Pension Board will automatically be forwarded to the Duty to Accommodation Committee for review and management. In this case the OMA will first access their present medical condition against the NFPA 1582 Standard.

All cases will be forwarded to an OMA to review and make recommendations to the Duty to Accommodate Committee. The Duty to Accommodate Committee will meet to review the recommendations of the OMA and explore possible accommodation. *The mandate of the Duty to Accommodate Committee will be the safe return to work of the injured or ill employee to a position within his/her Bargaining Unit first if possible and secondly a position within the corporation of the City of Saint John.*

The Duty to Accommodate process follows an individual case management approach; this process is governed by an accompanying business practice. Please refer to the “The City of Saint John Corporate Duty to Accommodate Business Practices”. The business practice is subject to improvement and change by the Committee. Should a member of Local 771 be placed in a position outside the bargaining unit in order to accommodate a disability and should an opportunity arise to accommodate that individual within the bargaining unit the parties agree that such accommodation will be made subject to the conditions for accommodation set out in this letter of agreement. Any permanent accommodation will be developed by a committee based on the applicable business practice. This committee will include the Fire Chief, the president of Local 771, the Manager of Human Resources, the department head who will be responsible for the accommodation (if needed) and the OMA.

This Letter of Agreement forms part of the Collective Agreement date

SIGNED on this ____ day of October, 2009.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF AGREEMENT # 6

BETWEEN:

**The City of Saint John
"The Employer"**

AND:

**The Saint John Firefighters Association
Local No. 771, IAFF
"The Union"**

SUBJECT:

Professional Development

The allocation of training courses acknowledged as being part of the professional development of the employee ranks as defined in the Collective Agreement, shall be assigned to the most senior person in the identified platoon/group, or division who responds to the expression of interest.

This Letter of Agreement forms part of the Collective Agreement dated

SIGNED on the _____ day of October, 2009.

FOR THE EMPLOYER:

FOR THE UNION

LETTER OF AGREEMENT #7

BETWEEN: The City of Saint John
"The Employer"

AND: The Saint John Firefighters Association
Local No. 771, IAFF
"The Union"

SUBJECT: Current Incumbents Fire Prevention & Investigation Division

IT IS HERETO AGREED that the composition of the Division upon the signing of the collective agreement will consist of one Captain Fire Prevention, two Lieutenant's Fire Prevention and three Fire Inspectors. There shall be one name on the "Roster" for Captain Fire Prevention.

Lieutenant Jerry Wilson shall be the one name placed upon the "Roster" for Captain Fire Prevention. Given this he will immediately receive 112.5 % of the Salary of Fire Class Firefighter as detailed in Article 17.

Inspector Neill MacKenney will retain the rank of Lieutenant, Roy Nolan, Dean Moriarity and Mark Wilson will retain the rank of Inspector. The current incumbents have two options with respect to their future within the Division. Option 1; the incumbents can choose to complete the Professional Development Program as outlined in Article 17 and be promoted in accordance with the provisions as set forth herein. Secondly, they can choose not to participate in the Professional Development Program as outlined in Article 17 and can be transferred to the operations branch of the department and retain their seniority. In this instance they would be required to qualify at their respective level within Operations; their pay will be based upon their appropriate rank in schedule A-1.

The Parties recognize that under the new competency based "Professional Development Program" outlined in Article 17, there will be no longer be "acting pay"; however, they will achieve the new rank of "Fire Prevention Officer" immediately upon completion of the required courses. These courses, or equivalents, shall be provided by the Employer through the respective authorized providers; in an expedited fashion.

All Employees in the Division shall within 90 days of the signing of the Collective Agreement express in writing, to the Fire Chief, the selection of their personal option, as outlined below:

1. Pursue the "Professional Development Program" as detailed in Article 17 to achieve the next level of expertise. It is recognized that past roles of individuals as "Acting Lieutenants" or "Acting Captains" is not considered to meet the new standard for remuneration under the structure of Inspectors, Fire Prevention Officers and Captain.
2. Opt to return to their position in Fire Department Operations (where applicable) with retention of departmental seniority.

This Letter of Agreement forms part of the Collective Agreement dated

SIGNED on the _____ day of October, 2009.

FOR THE EMPLOYER:

FOR THE UNION

LETTER OF AGREEMENT #9

BETWEEN: The City of Saint John
"The Employer"

AND: The Saint John Firefighters Association
Local No. 771, IAFF
"The Union"

SUBJECT: Pilot Project - Sick Leave Plan

Sick Leave Plan Accumulation

Upon retirement, employees will be eligible to receive a partial payment for accumulated sick leave credits in excess of 2280 hours for Operations Personnel and 1330 OR 1900 for those on Day work. Employees will be paid ten (10%) percent of their regular rate of pay of each hour in excess of the maximum accumulated hours.

During their last year of employment employees may displace sick leave with vacation in order to qualify for this payment.

Sick Leave Bank Credits

Should the balance in the bank drop below 4000 hours each and every member of Local 771 will be required to contribute up to 24 hours to the bank. For those employees who have in excess of the maximum accumulated hours this deduction will come from those hours in excess of the maximum.

The total life time entitlement for all employees from the sick leave bank will not exceed 18 months. The calculation of this benefit will commence on Jan. 1, 2009. All employees must be advised of their use of sick leave bank time used each year.

Sick Bank Allotment for Employees Eligible to Retire

An employee who is eligible to retire (the combination of age and years of service totals 85 and at least 30 years of service) and makes application to the sick leave bank will be eligible to draw from the sick bank in the following manner.

An employee who is eligible to retire shall be entitled to the balance of their 18 months from the sick leave bank. The first six months of the balance available will be paid at 100% of their regular salary. The second six months of the balance available will be paid at 80% of their regular salary. The balance available will be paid at 55% of their regular salary.

The total life time entitlement for all employees from the sick leave bank will not exceed 18 months.

This Letter of Agreement forms part of the Collective Agreement date

SIGNED on this ____ day of October, 2009.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF AGREEMENT #10

BETWEEN: The City of Saint John
"The Employer"

AND: The Saint John Firefighters Association
Local No. 771, IAFF
"The Union"

SUBJECT: Pilot Project – Reinvestment in Productivity

1. Reinvestment in Productivity

The Employer is prepared to share sustained and measurable productivity improvements with employees; monies that could be reinvested to supplement the employee share of monthly contributions for health, dental and travel coverage, as provided for in article 14:02 of the Working Agreement:

(a) Achieving Work Attendance Outcomes

- i. Where the average annual absences on sick leave (hours per employee) among all employees (members of the bargaining unit) is less than **64 hours** per year, the Employer shall pay, in lieu of the amount shown in article 14:02, 85% monthly towards the cost of single coverage and 85% towards the cost of family coverage - for the following calendar year only. The employee shall pay the remainder of the cost of monthly premiums. It is understood and agreed that such benefit shall extend to all employees.
- ii. Where the average annual absences on sick leave (hours per employee) among all employees (members of the bargaining unit) is less than **42 hours** per year, the Employer shall pay, in lieu of the amount shown in article 14:02, 100% monthly towards the cost of single coverage and 100% towards the cost of family coverage - for the following calendar year only. It is understood and agreed that such benefit shall extend to all employees.

(b) Demonstrating Leadership and Long-Term Commitment

- i. In lieu of the \$5,000 paid-up insurance policy provided for in article 14:01 of the Working Agreement, employees who have averaged less than **64 hours of sick leave** per year over their last ten (10) years of employment and retire may opt to have a monthly amount of \$150 deducted from their Health and Dental payments for coverage for a period of thirty-six (36) months after retirement.

- ii. In lieu of the \$5,000 paid-up insurance policy provided for in article 14:01 of the Working Agreement, employees who have averaged less than **40 hours** of sick leave per year over their last ten (10) years of employment and retire may opt to have a monthly amount of \$200 deducted from their Health and Dental payments for coverage for a period of thirty-six (36) months after retirement.

2. Recognition for Achievements

A system of recognition and awards for both organizational units and individuals shall be established through the Labour Management Committee. Key areas of focus shall include:

- (a) safe driving/operating record;
- (b) facility upkeep / maintenance rating;
- (c) community service;
- (d) quality service testimonials;
- (e) innovation;
- (f) equipment care;
- (g) safe workplace;
- (h) healthy active living;
- (i) hazard elimination; and
- (j) others, as applicable.

TERMINATION/RENEWAL

- 3. The initiatives set out in this Letter of Agreement shall run for the term of the collective agreement, from July 1st, 2007 to, December 31, 2010. It may be terminated at the end of that term by either party, or may be renewed for a subsequent term by mutual agreement of the parties. Renewal will be based on the demonstrated success of the initiatives – in the opinions of the parties.
- 4. Upon termination of these initiatives, all provisions set out herein shall become null and void.

SIGNED on this ____ day of October, 2009

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF AGREEMENT #11

BETWEEN: The City of Saint John
"The Employer"

AND: The Saint John Firefighters Association
Local No. 771, IAFF
"The Union"

SUBJECT: Pilot Project - Wellness/Fitness

Pilot Project Wellness/Fitness

The Employer and the Union recognize the importance of a program to maintain fit, healthy, capable members throughout their career and agree to implement, over time, the IAFF/IAFC Fire Service Joint Labour Management Wellness-Fitness initiative.

It is also jointly recognized that any such program shall be positive, not punitive in design; allow for age and position within the Department; allow for on-duty time participation utilizing facilities provided or arranged by the Employer; provide for rehabilitation and remedial support for those in need; and be reasonable and equitable to all participants.

To achieve such a program, a Joint Labour Management Wellness and Fitness Committee shall be maintained. The Committee shall consist of (2) representatives from the Employer and two (2) representatives from the Union and a representative from Human Resources.

This Letter of Agreement forms part of the Collective Agreement date

SIGNED on this ____ day of October, 2009.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF AGREEMENT #12

BETWEEN: The City of Saint John
"The Employer"

AND: The Saint John Firefighters Association
Local No. 771, IAFF
"The Union"

SUBJECT: Employment of those persons who have had their disability pension cease as the result of the board of trustees of the City's Pension Plan determining, based upon review of existing disability pensions, that the member of the Plan was no longer entitled to receive a pension

Whereas a former employee commenced receiving a disability pension on or after January 1, 2009 under the City of Saint John Pension Act (Pension Act), and

Whereas the disability pension ceased as the result of the board of trustees of the City's Pension Plan determining, that the member of the Plan was no longer entitled to receive a pension; and

Whereas the member of the Plan was left without their primary source of income as a result, and

Whereas the member of the Plan has sought re-employment with the City and the City is prepared to offer re-employment upon certain terms and conditions,

Now therefore the City and the Union agree that:

1. The member of the City of Saint John Pension Plan shall be treated as though they are an employee and will be required to actively participate in a Duty to Accommodate Plan for their return to work.
2. Until they return to work they shall be paid by The City of Saint John an amount equivalent to the disability pension paid by the City of Saint John Pension Plan. The member will not be an employee until they return to work for the City of Saint John. All provisions of the Duty to accommodate and Return to Work programs shall apply.

3. The provisions of the collective agreement between the City and the Union shall apply to the employment with the exception that: (a) should a new position be added to the establishment as a result of the Duty to Accommodate such position shall be offered to the member of the Plan and shall not be posted, nor will it be available at any time to any other member of the union. (b) should the member of the Plan accept the aforesaid offer of employment, the position if added to the establishment will be automatically deleted from the establishment should the incumbent leave the City's employment, or should the City determine that he is able to assume a position in Fire Operations (in which case the employee must assume such position; and in that regard the employee must agree to submit upon request to a medical assessment by the City's Occupational Medical Advisor, by no event shall such request be made more frequently than once in each calendar year), or he should otherwise obtain a different position with the City.

This Letter of Agreement forms part of the Collective Agreement date

SIGNED on this ____ day of October, 2009.

FOR THE EMPLOYER:

FOR THE UNION:
