

COLLECTIVE AGREEMENT

January 1, 2005 - December 31, 2008

This Agreement made in duplicate this _____ day of _____, A.D. 2005.

BETWEEN: The City of Moncton, A body corporate, duly and regularly incorporated under and by virtue of a Special Act of Legislature of the Province of New Brunswick, hereinafter called the "**Employer**"

;OF THE FIRST PART;AND: The Moncton Firefighters Association, Local No. 999, International Association of Fire Fighters, hereinafter called the "**Union**";

OF THE SECOND PART.

The purpose of this Agreement is to maintain harmonious relations and settle conditions of employment between the Employer and the Union, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage efficiency in operation and to promote the morale, well-being and security of Employees in the Bargaining Unit of the Union.

Now, therefore, this Agreement witnesseth that the parties hereto in consideration of the mutual covenants hereinafter contained agree with the following:

Article 1 DEFINITION AND INTERPRETATION

1.01 Permanent Employee

A Permanent Employee is an Employee who has completed his probationary training period.

1.02 Probationary Employee

A Probationary Employee is an Employee in training for a period of twelve (12) months worked in the Fire Department.

1.03 Employee

Means a person to whom this Agreement applies under Clause 1.07.

1.04 Promotional Roster

A sequential list of all qualified Employees awaiting promotion to a Moncton Fire Department Employee Classification.

1.05

In interpreting this Agreement, the masculine shall include the feminine, the singular shall include the plural and the plural shall include the singular.

1.06

The Agreement shall be applicable only to the Employees for whom the Union is recognized as the sole Bargaining Agent under Clause 2.01 hereof.

1.07

All Employees shall progress from Probationary Employee to First Class Firefighter on the tests and recommendation of the Fire Chief.

1.08 Vacancy

A position not occupied by an Employee.

Article 2 RECOGNITION

2.01

The Employer recognizes the Union as the sole Bargaining Agent for all Employees, enumerated in the Certification Order appended hereto in Appendix "B".

2.02

Any person duly authorized by the Union can participate in negotiations between the Union and the Employer. Both parties agree to recognize any persons authorized by either party to negotiate on its behalf.

2.03

The Union recognizes and agrees that it is the right and duty of the Employer to operate and manage its business and direct its Employees in accordance with its civic commitments and responsibilities, to hire, discharge, promote, demote, evaluate Employees, classify, reclassify, assign, transfer, discipline, suspend, retire or lay off Employees and to establish and enforce reasonable rules and regulations as determined by the parties hereto, governing the conduct of its Employees. The Employer agrees that these rights shall not be exercised in a discriminatory manner or in any manner which is inconsistent with the expressed provisions of this Agreement.

Article 3 RESPONSIBILITIES

3.01 Union Responsibilities

The Union agrees that there shall be no strikes or ordered stoppage of work by the Union during the life of this Agreement.

3.02 Employer Responsibilities

The Employer agrees that there shall be no lockout of Employees during the term of this Agreement.

3.03 Cooperation

The Union agrees to cooperate with the Employer in securing punctual and regular attendance at work and complete observance of the terms and conditions contained in this Agreement.

3.04

The Employer agrees that there shall be no discrimination, restraint or coercion exercised or practiced on any Employee by reason of race, color, political or religious affiliation nor by reason of membership in the Union.

3.05

The Employer agrees to pay 50% of the cost of sufficient copies (in booklet form) of this Collective Agreement for distribution to all Employees and management personnel.

3.06

The Fire Chief, or his designate, agrees to meet annually with the Executive Members of Local 999, I.A.F.F., and present the Corporation's approved operational and capital budgets for the upcoming year as they affect departmental personnel.

Article 4 RESIDENCY

4.01

All Employees hired on or after January 1, 1990 must be and remain residents of the City of Moncton as a condition of employment.

4.02

All Employees hired prior to January 1, 1990 shall not be required to reside within the City of Moncton as a condition of employment.

4.03

It is agreed that all Employees covered in 4.02 shall live within twenty-four (24) kilometers of the City of Moncton boundary.

Article 5 MANAGEMENT AND LABOR RELATIONS

5.01

A Management and Labor Relations Committee shall be established and shall consist of three (3) members appointed by the Employer and three (3) members appointed by the Union. The members shall elect the Chairman of the Committee and the Committee shall consider matters of mutual concern pertaining to improvement in working conditions, and morale, as well as the promotion of education, welfare and vocational activities. Members of the Committee shall be paid at straight time for time spent at meetings of the Committee.

5.02 Meetings

A Meeting may be requested by either party and shall be held within ten (10) days of the request, at a time and place mutually agreed upon.

Article 6 SAFETY

6.01

A Safety Committee shall be established within thirty (30) days of the signing of this Agreement. The Committee shall consist of two (2) members appointed by the Employer and two (2) members appointed by the Union. The Members shall

elect the Chairman of the Committee and the Committee shall consider matters of mutual concern pertaining to safety. The Committee shall be governed by the terms as outlined in the Occupational Health and Safety Act. It is agreed that straight time will be paid for meetings of Committee members.

Article 7 UNION MEMBERSHIP AND DUES

7.01 Rand Formula

The Rand Formula shall apply to all Employees covered by this Agreement.

7.02

The City agrees to deduct monthly the required Union Dues from the first pay of each month of each Employee covered by this Agreement and to remit the same to the Treasurer of the Union within thirty (30) days, provided that the Employer has been advised in writing of the names of the Employees so affected and the amount of dues to be deducted.

7.03 E.I. Premium Rebate

The Employer agrees to register the Sick Leave Plan with Human Resources Development Canada (the Canada Employment and Immigration Commission) under the Employment Insurance Act. Subject to the approval of Human Resources Development Canada (the Canada Employment and Immigration Commission) and the registering of the Sick Leave Plan, the Employee's portion of any benefit derived from such registration shall be returned to the Local 999 in trust on behalf of the Employees.

Article 8 PENSION

8.01

Each Permanent Employee shall be entitled to the benefits and privileges of any Employees' Pension Plan which has been or may hereafter be adopted by agreement between the Employer and Employees.

Article 9 CLASSIFICATIONS AND RATES OF PAY

9.01

The classifications and rates of pay of the Employees covered by this Agreement shall be as set out in Schedule "A" of this Agreement.

Article 10 SENIORITY

10.01

Seniority Rights established under this rule are for promotion and staff reduction and holiday allocation purposes only and in determining any Employee's length of service for seniority purposes, computation shall begin:

- (a) In the case of general Firefighters alphabetically by surname on the date the Employee began work. (For Employees hired before December 31, 1974)
- (b) Beginning January 1, 1975, when two or more new Employees are appointed on the same date, seniority shall be determined by way of successfully passing an examination. When the Employee having the highest mark shall be deemed to be the senior Employee, the seniority of all other Employees shall be determined in descending order according to examination results. Should two candidates have identical marks, seniority shall be determined by a flip of a coin, in the presence of the Chief and a Union Representative.
- (c) For Operational Officers on the date appointed to Officer rank. For promotional purposes, when two or more Officers are appointed on the same date, seniority shall be determined by their position on the Promotional Roster prior to appointment to Officer rank.

10.02

When an Officer is absent from duty temporarily, the senior qualified man may be set up to replace him.

10.03

Service, not seniority, will count when transferred within the Department.

10.04 Seniority List

The Employer agrees to forward to the Union Secretary a Seniority List of all Employees covered by this Agreement, including their job classification, not later than one month after the signing of this Agreement, and annually thereafter.

Protest: Protests regarding seniority status must be submitted in writing to the Employer within thirty (30) days of the date the seniority list is received by the Union. Any error proven by the Employee shall be corrected and pay adversely affected, adjusted.

10.05 Loss of Seniority

Seniority shall be forfeited for the following reasons:

- (a) Dismissal
- (b) Voluntarily leaving employment
- (c) Retirement
- (d) Ninety-one (91) days following voluntary transfer from one City Department to another.

If an Employee is subsequently re-employed who has lost his seniority, he shall begin as a new Employee.

10.06

An Employee covered by this Agreement who has accepted a promotion to a position that is excluded from this Bargaining Unit shall retain his seniority in the Bargaining Unit for a period not to exceed six (6) months from date of appointment. The probationary period may be further extended subject to mutual agreement of the parties to the Agreement.

10.07

Should an Employee wish to return to the Bargaining Unit after the probationary period as described above, he may do so providing a vacancy exists and there are no lay-offs or demotions in the Bargaining Unit. The Employee, on his return to the Bargaining Unit, shall become the junior man on the seniority list and shall receive 1st Class Firefighters wages and shall not be eligible to write promotional examinations for a period of two (2) years commencing on the date of his return to the Bargaining Unit. The same shall apply to any Employee of the Moncton Fire Department outside of the Bargaining Unit of Local 999, I.A.F.F. who is demoted following completion of his probationary period.

10.08 Fire Prevention & Training Divisions

- (a) Upon bulletining for any position in the Fire Prevention or Training Divisions, seniority shall be determined by the date upon which the applicant was appointed to the Division. In the event of a senior man of the Operational Division of the Department fails to apply for the position so bulletined (and subsequently applies), he shall not recoup the seniority he held within the Operational Division of the Department upon his appointment to either Division. Seniority in either Division, not service, will be the determining factor in any future promotions within Divisions.
- (b) The procedure presently outlined in Articles 10 and 11 respecting Vacancies, Promotions and Seniority shall apply.
- (c) Employees promoted or awarded new positions in either Division shall, within one hundred and eighty (180) days of being appointed to position, notify the Fire Chief and the Union, in writing, of intention to remain in the Division or to revert to their former position.
- (d) In the event the Employee wishes to revert to the Operational Division after the one hundred and eighty (180) day period from his date of appointment to either Non-Operational Division, the Employee will qualify for future promotions according to Articles 10 and 11. Employees currently occupying Non-Operational positions and who successfully challenge a 1999 Promotional Roster, shall be placed on that Roster according to their seniority in the Operational Division, this one time only.

Article 11 VACANCIES, PROMOTIONS AND SENIORITY

11.01

All promotions and appointments to the Moncton Fire Department, covered by this Agreement, shall be recommended by the Fire Chief subject to the terms and conditions of this Agreement.

11.02

The vacancy or new position shall be bulletined by the Fire Chief and posted on the bulletin board in the Fire Stations for at least twenty (20) days and the Fire Chief shall recommend the promotion or appointment bulletined within thirty (30) days from the date of the first posting of the bulletin. The Fire Chief shall send a copy of his recommendation to the Union on the date he makes the recommendation.

11.03

Employees promoted or awarded new positions and failing to qualify at the completion of their probationary period, shall be returned to their former positions, without loss of seniority in such former position.

11.04

The appointment or promotion recommended by the Fire Chief shall be confirmed by the City Manager.

11.05

Any vacant position among the Employees governed by this Agreement, consequent to death, departure, or enlistment of the Employee who occupied it, must be filled in the sixty (60) days following the vacancy, except in the case where the position is abolished.

11.06

In filling vacancies or new positions, the Fire Chief shall choose the applicant having the qualifications which shall be determined in the manner hereinafter provided.

11.07

Employees shall not be eligible to undergo tests to qualify them for promotion in the Operational Division until they have completed five (5) years of experience in that Division.

11.08

The Fire Chief shall bulletin notice of test at least thirty (30) days before they are held. Anyone wishing to undergo tests to qualify them for promotion shall notify the Fire Chief of their intention, in writing, ten (10) days before such tests are to be held. The Union shall appoint a member to officially represent the membership and observe all phases of the promotional procedure beginning with Clause 11.09 of Article 11 to Clause 11.12 of Article 11.

11.09

Test shall consist of the following:

- (a) **Written Examination:** This will consist of questions emanating from material contained in the Moncton Fire Department Training Manual and/or materials to which all members of the Moncton Fire Department have had an equal degree of exposure. This examination shall have a value of forty (40) points.
- (b) **Oral Examination:** This means the oral examination of the Applicant by a Board consisting of the Fire Chief, the City Manager or their respective designate and a Member appointed by the Union, Local 999. This Examination shall have a total value of thirty (30) points.
- (c) **Merit Appraisal System:** The Applicant's merit rating will be determined by the records kept showing the applicant's work performance, general performance, bearing, written expression, oral expression, quality and quantity of work, loyalty, tact, diplomacy, etc. This evaluation shall have a total value of thirty (30) points. Records shall be kept by the Fire Chief. The Union, at the request of any Employee, shall have the right to verify that records are being kept.
- (d) **Pass Mark:** The senior candidate making a mark of seventy (70) or better shall be given the promotion on a trial basis of six (6) months.

11.10

These tests will be conducted every odd numbered year. Test results will be posted not later than June 30, in the year of writing. Test results shall stand for a two (2) year period from date of writing. In the event that a Non-Operational Division Promotional Roster is empty interim to conducting these tests then, for that Roster, the Fire Chief shall bulletin notice to conduct the Promotional Procedure beginning at Article 11.07, in addition to the regular occurrence of this Procedure.

11.11

The Promotional Roster(s) shall consist of a list, in order according to seniority of all applicants who have successfully completed the most recent Promotional Process. There shall be separate Promotional Rosters for the ranks of Lieutenant and Captain (exclusive to Lieutenants) and for each Non-Operational Division. Applicants on the Promotional Roster shall be required to write future promotional examinations and on passing such examination, shall retain their established position on the Roster. A Lieutenant failing to qualify for the Captain's Roster shall retain the rank of Lieutenant.

11.12

It is agreed that no Employee will be promoted until he has obtained a Certificate of Qualification as a Firefighter, as issued by the Province of New Brunswick.

11.13 Voluntary Demotion

In the event that a Member of Local 999 chooses to relinquish an officer rank he will return to the job classification of First Class Firefighter with his seniority intact and in accordance with any other relevant Articles of this Collective Agreement. The Voluntary Demotion must be submitted in writing to the Fire Chief with a copy initialed and dated by the Fire Chief or his designate and a copy retained by the Employee. A Voluntary Demotion can be retracted within seven (7) days under the same procedure without any loss of seniority and benefits.

11.14 Temporary Assignment

- (a) When a vacancy or new position occurs in either Non-Operational Division and that Promotional Roster is empty, interim to the regular Promotional Procedure, then :

- i) The Fire Chief shall bulletin for this position per Article 11.02 and conduct the Promotional Procedure for that Roster, in addition to the regular occurrence of the Procedure.
- ii) The least senior member of the Lieutenant's Promotional Roster may be given written notice from the Fire Chief that he is temporarily assigned to a Non-Operational Division for a period not to exceed 12 months.
 - 1) Employees receiving a temporary assignment shall retain their Operational Division rank, rate of pay and accumulation of benefits, including statutory holiday leave that is not voluntarily requested by the Employee.
 - 2) A temporary assignment does not constitute filling a vacancy or new position and shall be applied to any Employee only once.
- (b) If there remains no applicant to the Promotional Procedure then section 1)a) will be repeated, once.
- (c) If there continues to remain no applicant to the Promotional Procedure then the Employer shall hire a new Employee to fill the vacancy or new position, providing that the new Employee shall :
 - i) Be governed by the terms of this Collective Agreement and
 - ii) Begin and complete a 12 month probation period with the rank of Assistant Training or Assistant Fire Prevention Officer and receive all benefits commensurate with that rank and
 - iii) In the subsequent event of applying to become a member of the Operational Division, successfully complete the Employer's regular firefighter hiring procedure before the Fire Chief can grant the application and successfully complete the required new Employee training within one (1) year.
 - 1) Upon being granted such an application, the Employee shall begin with the classification of Probationary Employee with it understood that the new Employee probation period has already been served.

Article 12 PAID COMPASSIONATE LEAVE

12.01

In the event of the death of a spouse, including common law spouse, child, mother, or father of any Employee covered by this Agreement, said Employee shall be entitled to two (2) shifts bereavement leave.

12.02

In the event of the death of a sister, brother, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparent, sister-in-law, brother-in-law and/or guardian, said employee shall be entitled to one (1) shift bereavement leave.

12.03

For clarification purposes for 12.01 and 12.02 "shift(s)" shall be defined as outlined in Article 32, 32.04 of this Agreement.

Article 13 LEAVE OF ABSENCE

13.01

Where the Employer requires an Employee to leave his job temporarily in order to meet with the Employer, such Employee shall not suffer any loss of pay for the time he is absent from his job at the Employer's request.

13.02

- (a) Unless otherwise provided, the President and not more than three (3) Members of the Union shall be granted a leave of absence with pay to attend any meetings that may be called by the City of Moncton.
- (b) Providing two (2) weeks' notice is given to the Fire Chief, the City of Moncton agrees to permit the President of the Union or his alternate and two (2) other members of the Union to attend Conventions, Seminars and other educational functions with pay and with replacement personnel to be supplied by the City of Moncton, providing that not more than two (2) members are off the same platoon. This Clause may be invoked to a maximum of three (3) times per calendar year.

Article 14 HOLIDAYS

14.01

All Employees covered by this Agreement working an average of 42 hours per week shall be entitled to 138 hours extra pay per year, prorated in lieu of the Statutory Holidays listed in article 14.02 and any day proclaimed to be a paid Statutory Holiday by the Federal, Provincial or Municipal Government.

In addition to the above-mentioned benefit, each of the Employees working an average of 42 hours per week shall be entitled to receive twenty-four (24) hours pay per year in lieu of two (2) floating holidays. Pay in lieu of holidays shall be paid on the first pay of November.

14.02

All other Employees shall receive the Statutory Holidays listed below off with pay.

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Eve (½ Day)
Canada Day	Christmas Day
New Brunswick Day	Boxing Day

In addition to the above-mentioned days, each of these other Employees shall be entitled to receive two (2) floating holidays or twenty-four (24) hours pay per year in lieu of the two (2) floating holidays. Pay in lieu of holidays shall be paid on the first pay of November.

14.03

Requests from Operational Division employees, for time off instead of pay, may be granted at the discretion of the Fire Chief or his Designate. Under this article, 12 hours pay shall equal 12 hours off.

Article 15 SICK LEAVE

15.01

Every Employee of the Bargaining Unit shall be eligible to accumulate Sick Leave Credits at the rate of twelve (12) hours per month for each full calendar month of service, up to a maximum credit of three thousand (3000) hours. The accumulation of Credits shall begin during the month in which the Employee is appointed regardless of the day of the month such an appointment takes place. It is agreed that eight (8) hours of monthly Sick Leave Credits shall be used for the Employee's personal sickness and/or injury only. Sick Leave with pay for a period not exceeding the number of unused Sick Leave Credits accumulated by the Employee shall be granted:

- (a) By the Department Head upon such proof of illness he considers necessary.
- (b) The Employer shall calculate all Sick Leave accumulation and usage on an hourly basis. For the purpose of clarification, for 15.01, the definition of a day is as follows for Non-Operational Division personnel:
one (1) day equals eight (8) hours, maximum accumulation equals 3000 hours;

and for Operational Division personnel:

- Prior to January 1, 1999: one day equals 12 hours, maximum accumulation equals 4500 hours;
- effective January 1, 1999: one day equals 10 hours, maximum accumulation equals 3750 hours;
- effective July 1, 2000: one day equals 8 hours, maximum accumulation equals 3000hours.

- (c) Employees who will have accumulated more than the maximum number of hours, as of January 1, 1999 and July 1, 2000 respectively, will retain that accumulation but will not accumulate any more hours until their maximum credits fall below the maximum then in force.
- (d) Whenever Operational personnel voluntarily transfer to a Non-Operational Division their total Sick Leave accumulation shall be recalculated in direct proportion to the ratio of Operational to Non-Operational monthly accumulation and shall be reverted upon return to the Operational Division.
- (e) Upon departure, an Employee's Sick Leave payout, per Article 15.02, will be based on the Division from which they are departing.

15.02 Retirement Sick Leave

Employees having Sick Leave to their credit shall, after five (5) years of service and upon resignation or death, receive fifty per cent (50%) of said Sick Leave in salary up to a maximum of one hundred twenty (120) days and upon retirement shall receive sixty per cent (60%) of said Sick Leave in salary up to a maximum of one hundred twenty five (125) days.

For purposes of clarification for Clause 15.02, one (1) Sick Day is the equivalent of eight (8) working hours.

15.03 Workers' Compensation

- (a) All persons subject to this Collective Agreement shall be covered by the provisions of the Workers' Compensation Act of the Province of New Brunswick.
- (b) When an Employee is off work because of an accident or occupational illness resulting from his/her employment and which is accepted as compensable by the Workers' Compensation Board (W.C.B.), the Employer will supplement the W.C.B. benefit to the extent permitted by the W.C.B. without offsetting the benefit payable by the W.C.B. and subject to the provision that any such supplemental payment shall not increase the Employee's net take home pay above his/her regular pre-disability amount, recognizing the non-taxable status of W.C.B. benefits.
- (c) Pending settlement of the insurable claim, and subject to the conditions of (b) above, the Employee shall receive an Employer cheque in the amount of a percentage of regular net salary as determined by the W.C.B.
- (d) In order to receive the Employer cheque, the Employee shall assign his W.C.B. benefit cheque, and if applicable, his Canada Pension Plan cheque, to the Employer. This does not apply to a benefit for permanent injury, death, dismemberment or loss of sight or hearing.
- (e) The Employee's benefit plan will be maintained in effect by the Employer during the period that the Employee is in receipt of "loss of earnings" benefits from the W.C.B., subject to (b) above.
- (f) (i) The absence of an Employee who is receiving compensation benefits under the Workers' Compensation Act shall not be charged against the Employee's Sick Leave Credits or Vacation Credits. No Employee shall have his employment terminated as a result of absence from work caused by an accident he received while performing duties for the Employer or an Industrial Disease.
(ii) An Employee recoups unused Vacation Credits in the following manner:
 - 1. The Employee's selection period is within six months of being released from the care of Workers Compensation.
 - 2. Within that selection period, the Employee selects a number of regular shifts equal to the number of unused Vacation Credits. The selection is any regularly scheduled shift.
 - 3. Should the Employee return to the care of Workers Compensation then any Vacation Credits that occur during this period, whether unused or normal Vacation Credits, are recouped in the same manner.
 - 4. The reference in Article 32.04 to "Based on three (3) men out" cannot restrict the recouping of unused Vacation Credits.
- (g) Should an exemption from the application of the legislative provisions of the Workers Compensation Act be achieved, both with respect to "topping" up to regular net salary and a waiver of the three-day waiting period for receipt of W.C.B. benefits, then it is agreed that the former Article 15.03 of the 1990-1992 Collective Agreement will be re-instituted.

15.04

An Employee booking off due to illness must notify the Fire Chief or his designate at least one (1) hour in advance of the starting time of the shift on which the Employee was to work. At such time as the Employee becomes medically fit to return to work, he must notify the Fire Chief or his designate at least two (2) hours in advance of starting time of the shift on which he will report for work.

15.05

Should an Employee successfully apply for a position in another City Department, the Employee's accumulated sick leave credits shall be transferred at the time of appointment.

15.06

Sick Leave Credits for all Bargaining Unit personnel for the period of January 1 to December 31 shall be forwarded to the Recording Secretary of the Bargaining Unit by January 31 of the following year.

15.07

Every Employee of the Bargaining Unit, as of January 1, 1987, shall contribute one (1) day per member from his unused Sick Days to be placed in a Sick Leave Bank, hereinafter referred to as the Bank; and the Employer shall match this contribution until the Bank reaches a total of two hundred and fifty (250) days. If the Bank balance drops to one hundred and twenty-five (125) days, the Employer shall replenish the Bank to its original total. If the Bank drops to one hundred and twenty-five (125) days a subsequent time, the Employees shall replenish the Bank to its original total.

An application for allotment from the Bank may be made by an Employee who, through prolonged illness or an accident, has exhausted his own Sick Leave and Vacation Credits.

Allotment from the Bank shall be at a daily rate equal to the Employee's daily rate while on his accumulated sick leave.

- (1) Application shall be made, in writing, to the Union with a copy to the Fire Chief and Human Resources for allotment from the Bank.
- (2) The Employee must provide a Medical Certificate on application to the Bank including the numbers of days requested.
- (3) The Sick Bank Leave Committee has the right to demand supporting documents to support an Employee's application for Sick Leave Credits at any time.
- (4) One-half (1/2) payback to the Bank must be done within forty-eight (48) months in all cases where an Employee returns to work.
- (5) In extenuating circumstances, the Sick Leave Bank Committee may approve a second (2nd) application providing the above criteria is met. However, full payback to the Bank by the Employee will be mandatory.
- (6) The Sick Leave Bank Committee shall consist of two (2) representatives of the Employer, two (2) representatives of the Union and may require a duly qualified physician selected by mutual agreement of the Parties. Any disputes with regards to the administration of the Sick Leave Bank as defined herein shall be submitted to the Grievance Procedure as outlined in this Collective Agreement.

15.08 Illness in the family

Where no one other than the Employee can provide for the needs, during illness of an immediate member of his family, an Employee shall be entitled, after notifying the Chief or his designate, to use a maximum of two shifts per illness for this purpose. For the purpose of this Article, an immediate member of the family shall mean spouse and children of the Employee. The Employer may request a medical certificate, signed by a duly qualified medical practitioner, from the Employee for the purpose of this Article.

Article 16 MEDICAL AND PHYSICAL FITNESS

16.01

It shall be a condition of employment with the Employer that all Permanent Employees shall be medically fit for the duties to which they are assigned.

16.02

A Medical Examination by a duly qualified medical practitioner, acceptable to the Employer, may be required:

- (a) For all Employees who are recommended for Permanent Employment.
- (b) For any Employee upon the recommendation of the Department Head, such examination to be paid for by the Employer.

16.03

All Employees, prior to being hired as firefighters, shall be required to pass a Standardized Test of Fitness as outlined in the City of Moncton Recruitment Policy for Firefighters. All Employees hired after January 1, 1995, will be required to undergo an annual assessment as required by the Employer. Should an Employee, on duty, not meet the Fitness Standards outlined in the annual assessment, he will be required to meet such Standard within 180 days of the original assessment date as a condition of employment and shall provide written proof of successful completion to the Employer. Annual assessments will be conducted during working hours. This clause does not apply to members of the Non-Operational Fire Prevention or Training Divisions.

Article 17 TEMPORARY ASSIGNMENT

17.01

All Employees, except Lieutenants, temporarily assigned to a position of higher classification shall be paid at the higher rate for the period so worked.

17.02

Lieutenants shall temporarily replace the Captains when required in the Operational Division.

Article 18 EMERGENCIES

18.01

All Employees covered by this Agreement shall respond in the event of a City emergency declared by the Employer. Such response shall be following declaration of the emergency, except in circumstances deemed acceptable to the Fire Chief, and the Employee being notified by the Fire Chief or his designate that the Employee's presence is so required.

Article 19 PAY DAYS

19.01

Payroll will be prepared every two (2) weeks; pay period ending Saturday with payment available under normal circumstances on Thursday at noon. However, under extenuating circumstances pay will be available by noon the next day.

Article 20 DEPARTMENT RULES

20.01

The Rules and Regulations of the Moncton Fire Department and such other Departmental Rules as set out by the Fire Chief shall be deemed to constitute a part of this Agreement, and shall be observed by all Employees. Reasonable Rules and Regulations shall be set out in writing and copies sent to each Fire Station and the Secretary of Local 999. The Fire Chief may request input from the Union in the establishment of these Rules and Regulations.

20.02

The Fire Chief agrees to provide Local 999 with a copy of the Moncton Fire Department Policy Manual and maintain policy updates thereto, within 30 days of the signing of this Collective Agreement.

20.03

The Employer agrees to provide Local 999 with a copy of the City of Moncton Administrative Policy Manual and maintain policy updates thereto, within 30 days of the signing of this Collective Agreement.

Article 21 JOB SECURITY

21.01

- (a) The City agrees that no member of this Bargaining Unit will be laid off or have his position abolished due to the existence and or use of the volunteer force. It is further agreed that should lay-offs be required, all volunteer Firefighters shall be laid off before any member of this Bargaining Unit.
- (b) In the event of layoff or manpower reduction, the junior Employee on the Seniority List shall be the first to be laid off. All layoffs shall be determined by service seniority commencing at the bottom of the seniority list and proceeding upward on the list.
- (c) When abolishing a position, or a layoff is to occur, the personnel involved shall be given eight (8) working days notice. In the event the City is unable to give eight (8) working days notice to the personnel, the personnel involved shall receive the difference in pay up to the maximum eight (8) working days.
- (d) In the event of a hiring, laid-off personnel shall be recalled and re-instated to their previous classification commencing at the top of the Seniority List and proceeding downward before any new Employees are hired.
- (e) The Employer agrees to maintain the employment of all members of Local 999, I.A.F.F. for the duration of this Collective Agreement.

Article 22 AMALGAMATION CLAUSE

22.01

In the event of amalgamation with another Municipality, the Union and the Employer shall jointly request the Minister of Labor to establish a Committee with the power to decide such matters as the seniority and position of ranks of Firefighters and Officers who will be integrated with the City of Moncton's Fire Department. The Committee shall consist of five (5) Members as follows: The Chief or his representative from each Municipality, a Member nominated by Local 999, a Member Representative of the interests of the Group of Firefighters who will be joining the City's Fire Department, a Chairman selected by the Minister of Labor.

Article 23 HOURS OF WORK

23.01

- (a) Except as otherwise provided in this Agreement, Employees shall work a forty-two (42) hour week on a twenty-four (24) hours on, and seventy-two (72) hours off duty basis, effective on such dates as mutually agreed upon by the Parties. If the Parties become dissatisfied with the twenty-four (24) hours on and seventy-two (72) hours off duty basis, they may by mutual agreement restore the ten (10) and fourteen (14) hour shift.
- (b) Each Employee shall be entitled to one (1) day off in every calendar week.

- (c)
 - i) The personnel in the Fire Prevention and Training Divisions shall work a forty (40) hour week (Monday through Friday, 0800 to 1700 hours) with one hour off for lunch.
 - ii) **Scheduled Overtime:** When Employees of the Fire Prevention and the Training Divisions work scheduled overtime, they shall be credited with time off at straight time, with a minimum of four (4) hours for each occasion. Time after four (4) hours will be credited at time and one-half (1 1/2).
 - iii) **Call Back Overtime:** When Employees of the Fire Prevention and Training Division are called back to duty, they shall receive at his option, either time off at time and one-half (1 1/2) or payment at the rate of time and one-half (1 1/2) for the hours worked, with a minimum of four (4) hours for each call back.
 - iv) **Standby:** Any Employee in the Fire Prevention Division required to be on Standby during his off duty hours from Monday to Friday shall be credited with four (4) hours time off. When required to be on Standby on Saturday and Sunday, he shall receive fifty (\$50) dollars total. This amount to be paid on the next regular pay period.
 - v) Hours accumulated shall not be unreasonably withheld and the Employee shall take his accumulated hours off within a twelve (12) month period from the date of accumulation. If for any reason the hours accumulated cannot be taken or granted within a twelve (12) month period, they shall be taken after the twelfth month.
- (d) Overtime pay at the rate of time and one-half shall be paid to Employees called back for work in off duty hours, minimum four (4) hours. Employees relieved from duty under this Clause shall remain on call for the remainder of his original callback period.
- (e) An Employee may exchange a shift, or part of a shift, with another Employee provided that they receive prior permission from the Fire Chief or from such other Officer to whom the Fire Chief may have delegated this authority. Except in emergencies as determined by the Fire Chief, normally no Operational Employee shall be permitted or required to be on duty for longer than twenty-four (24) consecutive hours.
- (f) The working schedule shall be worked out by the Fire Chief and the Union Committee.
- (g) In odd years, the employees in the Operational Division will bid for assignments to platoons. The assignment bid will be completed in even years, with any assignment changes taking effect the first two weeks in January of the odd years. The assignment bid will be conducted under the following provisions:
 - i) The assignment bid will be considered in order of rank, followed by order of seniority within the Operational Division.
 - ii) The assignment bid will be conducted by the Fire Chief and/or his designate and will be conducted within a two week period after the date of closing of the bid process as posted by the Fire Chief and/or his designate.
 - iii) Any employee of the Fire Department may request an assignment change and/or transfer within the department at any time. Any and all request shall be made in writing and will be considered by the Fire Chief and/or his designate and responded to in writing.
 - iv) Notwithstanding (g), (g)(i), (g)(ii), (g)(iii), the Fire Chief and/or his designate will have the right to assign and/or transfer employees so as to meet the department's civic duties and responsibilities as per Article 2.04.
 - v) When a vacancy occurs within the Operational Division, the vacancy will be filled at the discretion of the Fire Chief and/or his designate.

Article 24 **SUSPENSION**

24.01

(a) Dismissal:

The Department Head shall have the power to dismiss any Probationary Employee for cause, without access to the Grievance Procedure.

(b) Suspension:

- i) The Department Head shall have the power to suspend any Employee for just cause. Such just cause shall be made known to the Employee at the time of suspension and, in writing, on the next regular office day with a copy to the Union with the consent of the Employee.
- ii) Within seven (7) days from the date of suspension, the Employee shall be entitled to a hearing before the Department Head and he shall be entitled to have a Union representative present at such hearing. If the Department Head's decision is not acceptable to the Employee, the regular Grievance Procedure shall be followed.

- iii) After two (2) years all minor offenses up to and including two (2) working shifts suspension shall not be used against the Employee in disciplinary measures, providing the Employee has a clean record during this two (2) year time limit. After three (3) years, all offenses shall not be used against the Employee in disciplinary measures providing the Employee has had a clean record during this three (3) year time period. Complete personnel records will be continued in place without deletions or amendments. For clarification purposes, working shifts shall be defined as outlined in Article 32, 32.04 (a),(b) and (c).

Article 25 GRIEVANCE PROCEDURE

25.01

The Union shall appoint a Grievance Committee of not more than four (4) Union Members who shall assist any Employee aggrieved in presenting his Grievance to the Employer. One member of the Grievance Committee will be appointed by the Union as Grievance Committee spokesman.

25.02

When an Employee has a complaint, he shall discuss it with his Department Head and/or his designate within four (4) full working days after the circumstances giving rise to complaint occur, or of the time it comes to the Notice of the Employee. The Employee shall be accompanied by a Member of the Grievance Committee if he so wishes.

25.03

Failing settlement through discussion, such dispute shall be put in writing and presented to the Department Head by the Grievance Committee, within five (5) full working days after the Department Head has failed to adjudge the dispute.

25.04

The Department Head shall render a decision in writing to the Grievance Committee in connection with the Grievance within seven (7) full working days after the Grievance has been presented to him.

25.05

If the decision of the Department Head is not acceptable to the aggrieved Employee, the Grievance Committee may, within seven (7) full working days after receiving the decision of the Department Head forward a copy of the Grievance to the City Manager.

25.06

The City Manager, or his designate, shall within seven (7) days after receiving a copy of the Grievance, meet the Grievance Committee of the Union to discuss the Grievance and the City Manager or his designate, shall within seven (7) days after the meeting with the Grievance Committee of the Union, notify the Union of the decision regarding the Grievance.

25.07

Failing satisfactory settlement of the Grievance, per Article 25.06, the Union may within fifteen (15) days of receipt of the written response from the City Manager or his designate, submit the Grievance to arbitration by so notifying the City Manager in writing.

25.08

Policy grievances submitted by the Union will occur at the time such circumstances come to the notice of the Union Grievance Committee. Policy Grievances will be submitted in writing to the Department Head and/or his designate, who will render a decision in writing to the Grievance Committee within five (5) days upon receipt of such grievance. If the decision of the Department Head and/or his designate is not acceptable, the Policy Grievance process will recommence according to Article 25.05. For purpose of clarification, the term "working days" in Article 25, 25.01 to 25.08 inclusive, shall mean "office working days".

Article 26 ARBITRATION

26.01 Composition of Board of Arbitration

When either Party requests that a Grievance be submitted to Arbitration, the request shall be in writing, addressed to the other Party of the Agreement. Within ten (10) days thereafter, each party shall name an Arbitrator to an Arbitration Board, and notify the other Party of the name and address of its appointee. If the recipient of the Notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairman within ten (10) days, the appointment shall be made by the Minister of Labor upon request of either Party.

26.02 Who May Be An Arbitrator

No person shall be selected as a Member of an Arbitration Board who:

- (a) Is Acting, or has within a period of six (6) months preceding the date of his appointment acted in a capacity of Solicitor, Legal Advisor, Council or Paid Agent of either of the Parties.
- (b) Has any pecuniary interest in the matters referred to the Board.

26.03 Board Procedure

The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to it, the Board shall commence its proceedings within fifteen (15) days after the Chairman is appointed. It shall hear and determine the difference or allegations and render a decision within one month.

26.04 The Decision Of The Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision of the Board, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions.

26.05

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within ten (10) days.

26.06 Expenses Of The Board

Each party shall pay:

- (a) The fees and expenses of the Arbitrator it appoints.
- (b) One half of the fees and expenses of the Chairman.

26.07 Amending Of Time Limits

The time limits fixed on both the Grievance and Arbitration Procedures may be extended by consent of the Parties to this Agreement.

26.08

Notwithstanding anything contained in Article 26, the Parties to any Grievance, Difference or Dispute may agree to submit such Grievance, Difference or Dispute to a single Arbitrator, and upon such single Arbitrator being chosen, he shall be deemed to be the Board of Arbitration referred to herein and all provisions of this Article 26, shall apply insofar as possible.

26.09

In consideration of the Union surrendering the right to strike, under any circumstances, it is agreed that should the Parties fail to reach agreement and become deadlocked in negotiations of a new Agreement or Schedule of Wages, the same shall be referred for settlement to a Board of Arbitration constituted and provided for in Article 26 of this Agreement. Decision of the Board of Arbitration shall be binding on both parties. It is understood and agreed, however, that this Clause is not intended to give either party the right to by-pass Conciliation Proceedings.

Article 27 INJURED ON DUTY

27.01

- (a) The City of Moncton agrees to indemnify the estate of any Firefighter of the City of Moncton Fire Department who is killed or who dies as a result of injuries received while actively engaged in the normal course of his duties as an Employee of the City of Moncton to the amount of ten thousand dollars (\$10,000.00).
The City of Moncton is not the Personal Insurer and the City will pay any Insurance Premiums under this Clause.
- (b) The City agrees that should a Permanent Employee of the Fire Department be injured while actively engaged in the normal course of his duties as an Employee of the Moncton Fire Department and this injury prevents him from performing available duties in the Fire Department, that employment in another City Department, if available, will be offered to said Employee. Such position will remunerate the Employee at the salary level not less than he was receiving before the injury necessitated the transfer. Any accumulated benefits accruing to the Employee at the time of transfer shall be carried to the Bargaining Unit exercising Bargaining Rights on the position transferred to.
- (c) If the injured Employee refuses the offer of employment, for which he is capable of performing, for whatever reason, then such Employee shall be obliged to take a medical retirement under the provisions of the City of Moncton Employee's Pension Plan.

Article 28 GROUP INSURANCE

28.01

The Employer shall provide Group Life Insurance at its own expense for all Employees to a maximum of two (2) times annual salary to a maximum of \$200,000. The cost of this benefit shall be paid by the Employer and the City of Moncton is not the personal insurer.

All Employees shall also be eligible for Accidental Death and Dismemberment Coverage to a maximum of two (2) times annual salary to a maximum of \$200,000. The cost of this benefit shall be paid by the Employer and the City of Moncton is not the personal insurer.

All spouses and dependants of Employees shall be eligible for Accidental Death and Dismemberment Coverage to a maximum of 50% of the principal Employee amount for spouses and 15% of the principal amount for each dependent. The cost of this benefit shall be paid by the Employer and the City of Moncton is not the personal insurer.

Article 29 SERVICE PAY

29.01

On completion of the years of continuous service listed below, an Employee shall receive Service Pay at the corresponding rates, in addition to his regular salary. Service Pay, and years of continuous service, shall be based on his salary and service as of November 1st of each year, and be paid out on the first pay of November.

<u>Continuous Service</u>	<u>% of Salary</u>
over 5 years	1.0 %
over 10 years	1.5 %
over 15 years	2.5 %
over 20 years	3.0 %
over 25 years	3.5 %

Article 30 CLOTHING ISSUE

30.01

(a) The Fire Department Clothing Inventory shall be managed by the Fire Chief or his designate. Requisitions for clothing shall be approved by the Fire Chief or his designate. A price list of all items shall be established and posted by January 30th of each year and the price list shall remain constant for the entire year. Orders for clothing will be placed twice per calendar year, in the months of March and September.

(b) It shall be the responsibility of the Employee to maintain his clothing kit in proper condition. Such kit is to consist of :

Standard Dress Uniform Kit

- 1 Navy Blue Winter Parka - M.F.D. specifications
- 1 Navy Blue Summer Jacket - M.F.D. specifications
- 1 Navy Blue Tunic, Single Breasted - CAFC Standard
- 1 pair Navy Blue Trousers - CAFC Standard
- 1 White Shirt c/w Shoulder Flashes - M.F.D. specifications
- 1 Breast Badge - M.F.D. specifications
- 1 Dress Cap c/w M.F.D. Hat Badge
- 1 Navy Blue Clip-on Tie, 4-in-hand
- 5 pair Navy Blue Socks
- 1 pair Black Uniform Dress Shoes, with toe cap
- Service Maple Leaf(s) as required

Standard Station Wear Kit

- 2 Navy Blue Shirts c/w Shoulder Flashes - M.F.D. specifications
- 2 pair Navy Blue Trousers - M.F.D. specifications
- 1 pair Station Safety Footwear - M.F.D. specifications
- 1 pair Navy Blue Coveralls - M.F.D. specifications
- 1 Black Belt

Optional Kit
 1 Navy Blue Scarf
 1 pair Black Gloves
 1 Navy Blue Sweater - Pullover or Cardigan
 1 pair Black Spat Rubbers
 1 pair Black Overshoes
 1 pair Felt Insoles
 1 Navy Blue Baseball Cap - M.F.D. specifications
 1 Navy Blue Toque – M.F.D. specifications
 1 Navy Blue Turtle Neck Sweater – M.F.D. specifications
 1 Navy Blue Polar Fleece – M.D.F. specifications
 1 Pair NFPA approved Black Structural Fire Fighting Leather Boots

The Fire Chief shall replace any clothing damaged as a consequence of the Employee carrying out his duties except for NFPA approved Structural Fire Fighting Leather Boots.

- (c) Probationary Employees shall be issued a complete kit within ninety (90) days of hiring.
- (d) Each Employee, on January 1, will be credited with three hundred fifty dollars (\$350.00) in a clothing account. In the event a Permanent Employee does not use any or all of his clothing allowance during the calendar year, he shall receive fifty per cent (50%) of his undrawn balance or one hundred dollars (\$100.00) whichever is lesser. In addition, all Employees shall receive an allowance of two hundred fifty dollars (\$250) for dry cleaning and minor repairs to clothing. Both amounts shall be paid on the first pay of November.
- (e) Each Employee shall be provided with Protective Clothing, that meets or exceeds N.F.P.A. Standards, for the performance of his duties. As replacement clothing is issued, it shall be limited to:
 - 1 pair FireFighting Boots - M.F.D. specifications
 - 1 Firefighting Bunker Suit - M.F.D. specifications
 - 1 Firefighting Helmet - M.F.D. specifications
 - 1 Nomex (or similar material) Protective Hood
 - 1 pair Firefighting Gloves and/or Mitts
 Also to be included on a need basis:
 - 1 pair Rubber Knee Boots - M.F.D. specifications
 - 1 pair Wool Socks
- (f) Any Employee, upon leaving the Department, shall return all uniforms and equipment listed above to the Department, excepting those items as agreed to by the Fire Chief.

Article 31 HEALTH AND DENTAL COVERAGE

31.01

The Employer agrees to provide the members of the Bargaining Unit with a Health and Dental Plan on a cost shared basis. This Plan shall contain coverage for both Medical and Dental. Said Plan to be agreed upon by both parties. Should the Employer propose a different carrier for Medical and Dental coverage, this carrier shall be mutually agreed upon before any changes are implemented in the Plan. All Employees will pay \$5 for each drug prescription covered under the Health Plan. Cost sharing of the existing Medical and Dental Plan will be 85% Employer paid and 15% Employee paid. If and when a Managed Care Prescription Drug Program is agreed to by the parties to this Agreement, cost sharing of the Medical and Dental Plan will be 90% Employer paid and 10% Employee paid.

31.02

The Blue Cross Plan referred to in 31.01 is optional coverage for Local 999 Members and it is understood that those Members who have working spouses who are presently members of a Medical Plan for which a Member of Local 999 is covered, and those Members shall not participate in the City of Moncton - Local 999 I.A.F.F. Blue Cross Plan if the spouses' Plan is equal to or superior to the City of Moncton - Local 999 I.A.F.F. Plan.

Article 32 VACATION LEAVE

32.01

Annual Vacation may be arranged on a split Vacation basis. Should an Employee elect to split his Vacation, service seniority shall be the governing factor on the first round bid and also on any subsequent bid.

32.02

An Employee on completion of his annual Vacation Leave shall report to the Platoon and duties to which he was assigned prior to his annual Leave. This shall include any new job bidded positions.

32.03

Every Employee shall be entitled to annual Vacation with pay accumulated in the following manner: An Employee shall accumulate Vacation Credits from the first day of the month in which he was hired.

32.04 Vacation Entitlement

Based on three (3) men out :

1	to	3	years	4	shifts
3	to	5	years	5	shifts
5	to	8	years	6	shifts
8	to	12	years	7	shifts
12	to	15	years	8	shifts
15	to	20	years	9	shifts
20	to	25	years	10	shifts
25	to	30	years	11	shifts
30	years and over			12	shifts

Every Employee hired after January 1, 1994 shall receive Vacation Credits on a pro-rated basis in the calendar year in which he is hired. Upon retirement the Employee shall be paid unused Vacation Credits on a pro-rated basis to the retirement date.

However, Employees hired prior to January 1, 1994, and who did not take Vacation during the first 12 months of employment shall be paid earned and unused Vacation Credits calculated on the basis that a year shall mean the interval between anniversary dates.

Examples of Application

<u>Hired</u>	<u>Retired</u>	<u>Payout</u>
1. Apr. 1, '62	Apr. 1, '94	1 year Credits
2. Apr. 1, '62	Oct. 1, '94	18 months Credits, less time taken between Jan. 1, '94 and retirement date.
3. Oct. 1, '62	Apr. 1, '94	6 months Credits, less time taken between Jan. 1, '94 and retirement date.
4. Feb. 15, '94	Apr. 1, future	3 months Credits, less time taken against that years Credits.

For purposes of clarification for Clause 32.04:

- (a) One Vacation shift shall be equivalent to one (1) twenty-four (24) hour working shift.
- (b) For Employees working a forty (40) hour week, two (2) complete Vacation shifts shall be equivalent to five (5) scheduled working days.
- (c) Long Service Vacation: After twenty five (25) years of service and each five years additional service thereafter, an Employee shall receive two (2) additional shifts, on the anniversary year only. This shall take effect on January 1, 1991.

32.05

Every Employee who has accumulated Vacation Credits in accordance with this Article shall, whenever he ceases to be an Employee, receive a cash settlement in lieu of Vacation pro rated according to his entitlement as determined above.

32.06

An Employee with less than one year's service shall accumulate Vacation Leave on a pro rata calendar year basis.

32.07 Extended Unpaid Vacation

An Employee shall qualify for unpaid Vacation of up to four (4) shifts after twenty (20) years of service without loss of seniority; this benefit is to be granted one (1) time only. This may be granted on approval of the Fire Chief.

32.08 Vacant Vacation Slots

Upon completion of the Vacation Bid, an employee may, at the discretion of the Employer, exchange one or more vacation days for an equal number of unallocated vacation days on a first come first serve basis for a trial period of one year, commencing January 1, 1999.

Article 33 RESIGNATIONS AND RETIREMENTS

33.01

- (a) Resignations and Retirements from the Fire Department shall be in writing and tendered to the Fire Chief with a copy, initialed and dated by the Fire Chief or his designate, to be retained by the Employee.
- (b) Resignations and Retirements from the Fire Department may only be retracted within seven (7) calendar days of the date of tendering. Should an Employee retract his Resignation and/or Retirement it will be without loss of seniority and benefits.

Article 34 COURT TIME

34.01

An Employee who is required to attend Court or Inquest at the request of the Employer or by Subpoena on his time off on a matter arising out of his employment with the City, shall be compensated at the rate of time and one-half for the time required, subject to minimum call back period of four (4) hours.

It is understood that any witness fees paid to the Employees shall be turned over to the City.

Article 35 INDEMNIFICATION

35.01

The corporation of the City of Moncton agrees to indemnify all Employees of the Moncton Fire Department and save them, harmless from any and all damages or claims for damages arising from acts or omission done or caused by them during the lawful performance of their duties, within the scope of their employment. Legal counsel, when required shall be provided by the Employer.

Article 36 EDUCATION LEAVE

36.01

- (a) It is agreed that the Fire Chief shall provide a reasonable amount of time off during regular scheduled shifts for Employees to attend job related courses as approved by the Fire Chief, providing that scheduled manning and budgets permit.
- (b) Where an Employee undertakes to improve his job related qualifications through an educational or training program as determined and approved by the Fire Chief, the Employer agrees to pay the full cost of course and/or program tuition upon successful completion of the course and/or program. The method of payment shall be fifty percent (50%) of the cost upon registration and remaining fifty percent (50%) paid upon successful completion of the course and/or program.

Article 37 TECHNOLOGICAL CHANGE

37.01 Definition

Technological change means the introduction of equipment, materials and/or methods which require new or greater skills than are possessed by employees under the present method of operation.

37.02 Notice of Technological Change and Contents of Notice

In carrying out any technological changes that would result in any job loss to any employee, the employer agrees to notify the Union ninety (90) days in advance of such technological change by advising the Union of the following:

- (a) The nature of such change,
- (b) The date such change is to take effect,
- (c) The number of employees, classifications, and location of employees likely to be affected by the change and
- (d) The effect of such change on the work place, the employees' working conditions and terms of employment.

37.03 Consultation

Technological change as defined above shall be discussed by the Management and Labour Relations' Committee during the ninety (90) day notification period in Article 37.02 in an attempt to minimize the adverse effects that the technological change may have on the employees' working conditions and/or terms of employment.

Article 38 DURATION AND RENEWAL

38.01

This Agreement shall remain in force from January 1, 2005 to December 31, 2008 and from year to year thereafter unless within a period of not greater than ninety (90) days and not less than sixty (60) days prior to the expiry date, either party gives Notice of Termination of the Agreement. In the event of either party desiring or proposing any change or alteration in the Agreement, such party may, not less than sixty (60) days before the expiry date, give to the other party notice of requested changes or alterations in the Agreement and both parties shall thereupon negotiate in good faith with respect to the matters which it is proposed to change or alter and the remaining provisions shall automatically renew themselves as aforesaid. When this Agreement expires both parties agree to abide by this Collective Agreement until such time as a new Collective Agreement takes effect.

38.02 Changes in Agreement

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

38.03 Retroactive Pay

- (a) All changes in the new Agreement shall be adjusted retroactively to the effective date of the new Agreement unless otherwise specified by the Parties.
- (b) An Employee who has severed his employment after the effective date of the new Agreement shall receive full retroactivity of any increase in wages, salaries or other benefits, unless said Employee is dismissed for just cause.

In witness whereof the Employer has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized Officers, and the Union has caused this instrument to be executed by their proper Officers hereunto duly authorized, the day and year first written herein.

Dated at the City of Moncton, New Brunswick,

this _____ day of _____, 20_____

Signed, Sealed, and Delivered In The Presence Of :

The City of Moncton

The Moncton Firefighters Association, Local 999, International Association of Firefighters

Insert Wage Grid Here

SCHEDULE "B"

Province of New Brunswick
Labor Relations Board

In the Matter of

The Labor Relations Act
and

Moncton Firefighters Association, Local 999
Applicant
and

The City of Moncton, N.B.
Respondent

Whereas an application for Certification as Bargaining Agent for a Unit of Employees of The City of Moncton, N.B. has been received from the Applicant by the Labor Relations Board under the Labor Relations Act;

And Whereas following investigation and consideration of the representatives of the interested parties, the Board has determined the unit described hereunder to be appropriate for Collective Bargaining and has satisfied itself that a majority of Employees of the said Employer comprising such unit has selected the Applicant Trade Union to be their Bargaining Agent.

Now Therefore it is hereby ordered by the Labor Relations Board that the Moncton Firefighters Association, Local 999, be and it is hereby certified to be the Bargaining Agent for all Permanent Employees of the Moncton Fire Department, Fire Alarm System, Salvage Corps. and Fire Police, except the Fire Chief and Deputy Fire Chiefs.

Issued at Fredericton, N.B. this 24th day of August, 1953, by the Labor Relations Board and signed by its Secretary. N.B.L.R.B. - 292

H.F. White (Sgd.)
SECRETARY