

COPY

**COLLECTIVE
AGREEMENT**

Between

THE CITY OF HALIFAX

and

**THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS,
LOCAL UNION NO. 268**

**FOR THE PERIOD MARCH 1, 1984
TO FEBRUARY 28, 1985**

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THIS COLLECTIVE AGREEMENT made and entered into this 6th day of July, 1984.

BETWEEN:

CITY OF HALIFAX, a body corporate
(hereinafter called the "City")

— and —

**THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL UNION NO. 268**

ARTICLE 1 — PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious and mutual beneficial relationships among the City, the employees covered by this Agreement, and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, safety and occupational health of the employees and employee benefits and general working conditions affecting employees covered by this Agreement. It is further understood that the purpose of this Agreement is to foster and maintain a high quality and standard of efficient services.

ARTICLE II — RECOGNITION:

2.01 The City recognizes the Union as the sole and exclusive bargaining agent for collective bargaining purposes for the bargaining unit consisting of all full-time, permanent employees employed by the City of Halifax in its Fire Department in the following classifications:

Firefighter: First, Second and Third classes and including Firefighter Mechanic and Dispatcher and Platoon Chief and District Chief Aides and Quartermaster.

Lieutenant:

Captain

Division Officer — Training

Division Officer — Fire Prevention

Mechanical Superintendent

It is expressly agreed that the classification of Division Officer-Training (formerly described as Chief Training Officer) and Division Officer — Fire Prevention (formerly described as Chief Fire Prevention Officer) represent only a change in the title to such classifications and such changes only shall not in any way affect the job of those classifications.

ARTICLE III — UNION SECURITY:

3.01 The City agrees that it will be a condition of continued employment for all employees within the bargaining unit that they remain or become members in good standing of the Union.

3.02 The City agrees to deduct from the pay of all employees covered by this Agreement on each payday the amount of regular Union dues, including initiation fees, payable by all members of the Union, and all other assessments levied from time to time by the Union. The City agrees to remit such moneys to the Treasurer of the Union within fifteen (15) calendar days of such deductions, together with a list of employees from whom such deductions were made.

3.03 All present and future employees shall sign cards authorizing check-off, which authorizations shall be irrevocable during the term of this Agreement.

3.04 The Union shall give to the City on request an extract of all Union minutes authorizing payroll de-

ductions for members of any assessments or changes of assessments.

ARTICLE IV – 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 his age, race, creed, colour, nationality, political or religious belief, sex or marital status, family relationship, or by reason of his membership or activity in the Union or any other reason contrary to the Nova Scotia Human Rights Act.

ARTICLE V – NO STRIKE OR LOCKOUT

5.01 The Union agrees that there will be no strike during the term of this Agreement and the City agrees that there shall be no lockout during the term of this Agreement, the words “strike” and “lockout” as defined in the Trade Union Act.

ARTICLE VI – MANAGEMENT RIGHTS:

6.01 The Union and the employees covered by this contract recognize and acknowledge that subject to the terms of this Agreement it is the exclusive function of the City to:

- A. Maintain order, discipline and efficiency;
- B. Hire, discharge, direct, transfer, promote, demote, and suspend, or otherwise discipline any employee covered by this Agreement.
- C. Make and alter, from time to time, orders, rules and regulations to be observed by employees, which orders, rules and regulations shall not be inconsistent with the terms of this Agree-

ment. In the event of conflict between an existing or new order, rule or regulation and the terms of this Agreement, the terms of the Agreement shall prevail.

ARTICLE VII – UNION REPRESENTATION:

7.01 The City agrees to grant leave with pay to the President and not more than two (2) members of the same platoon for the purpose of attending to Union affairs, provided, however, that the sum total of such leave for all persons shall not exceed, per year, 18 shifts or the equivalent thereof.

Leave with pay may also be granted at the discretion of the Chief Officer or his designate for the purpose of attending grievance or arbitration hearings, Union or Labour Management Relations meetings, negotiation meetings, or Pension Committee meetings.

7.02 The City recognizes the Union will elect or appoint one steward for each platoon and a Grievance Committee of no more than four (4) members, one of which must be Chairman.

7.03 When a labour management dispute arises which requires the immediate involvement of a steward, he may request permission to leave his regular duties to deal with the dispute with Management, which permission shall not be unreasonably withheld. When permission is granted, the employee involved will not lose any earnings for time spent in dealing with the dispute.

7.04 All stewards, grievance committeemen, negotiating committeemen and Pension Committee members will be designated, in writing, by the Union to the City and the City will advise the appropriate Union officials of the City's representatives who will handle matters covered by this Agreement.

7.05 The City agrees to recognize a union Negotiating Committee of up to five **(5)** members.

7.06 The City and the Union agree to maintain the Labour-Management Committee in numbers **as** presently constituted. This Committee shall meet monthly at such time and place as shall, from time to time, be determined by the members thereof, and the agenda on the matters proposed to be discussed will be sent to the parties three (3) days prior to any meeting. Matters of mutual concern pertaining to improvement of working conditions, morale, occupational health and safety, **as** well **as** the promotion of educational and other activities may be referred to this Committee for discussion and consideration. Items agreed to at these meetings shall be posted in the stations with a copy sent to the City Manager. Union representatives on this Committee shall not lose any earnings for the time spent at any meeting with the City during the normal working hours of such employees. The City Manager or his designate will attend Labour- Management meetings.

7.07 The City shall make available to the Union, on request, information in the possession of the City required by the Union on jobs in the bargaining unit such **as** job descriptions, positions in the bargaining unit, job classifications, salary rates, information pertaining to job evaluations.

7.08 No employee shall be required or permitted to make a written or verbal agreement with the employer or his representative which may conflict with the terms of the collective agreement.

7.09 No member of the bargaining unit will be disciplined or called before Management to discuss discipline without Union representation.

7.10 The City agrees to grant a leave of absence without loss of seniority and service to any member of the bargaining unit holding a Local or International Union office so long as he remains in office and serves in that capacity. It is also agreed that any pension or employee benefits may be continued as long as the applicable plans permit. However, such employee on leave must bear the total cost of such benefits. The employee shall upon leaving the abovementioned Union office be reinstated in the classification of First Class Firefighter when the first opening for Firefighter becomes available. It is further agreed that no more than one (1) employee shall be permitted leave of absence at any one time.

ARTICLE VIII – HOURS OF WORK AND OVERTIME:

8.01 (a) The average normal working week for all operational employees over the calendar year shall be forty-two (42) hours per week based on the schedule of twenty-four (24) hours on duty followed immediately by seventy-four (72) hours off duty and more particularly set forth in Schedule “A” attached hereto which forms a part of this Agreement.

(b) The average normal working week for all non-operational employees shall be:

- (i) forty (40) hours per week for all Maintenance employees;
- (ii) thirty-five (35) hours per week for office employees and the employees of the Fire Prevention and Training Divisions;
- (iii) forty-two (42) hours per week based on ten (10) and fourteen (14) shifts for dispatchers as set forth in Schedule “D” attached hereto and which forms a part of this Agreement.

8.02 Hours performed by employees other than during the regular hours of work provided in this Article shall constitute overtime and be subject to the provisions of Article XI hereof.

8.03 Notwithstanding the foregoing provisions of this Article, where fire, flood or other disaster occurs that requires the services of additional full-time firefighters, the Chief or other officer in charge of the Fire Department may recall to duty any full-time firefighters who are not on duty, excluding employees on vacation.

8.04 An employee shall be entitled to exchange shifts, or parts of shifts, with another employee, provided the appropriate Platoon Chief has been given prior written notification thereof. Where an employee wishes to exchange more than two (2) consecutive shifts he must obtain the approval of the Chief Officer of his designate which approval shall not be unreasonably withheld.

ARTICLE IX — COMPASSIONATE LEAVE:

9.01 When death occurs to a member of the immediate family of an employee covered by this Agreement, **as** hereinafter defined in 9.04, such employee shall be granted compassionate leave with pay for a period not to exceed three (3) consecutive days in the case of non-operational employees or one 24-hour shift in the case of operational employees. Non-operational employees may take three (3) consecutive days on days of their choice so long as one of the days is the day of the funeral. **Operational employees may take their shift on any date so long as the shift taken occurs within three days of, or is the day of, the funeral.**

In addition, if the death occurs during the working hours of an employee, that employee shall be granted

compassionate leave with pay for the remainder of that working period.

9.02 One (1) day's compassionate leave with pay shall be granted to an employee covered by this Agreement on the day of the funeral of a grandparent, grandchild, sister-in-law, brother-in-law, aunt or uncle, provided that such day is a normal working day.

9.03 Any such employee, while on compassionate leave with pay, shall receive the same regular rate of pay from the City ~~as~~ was in effect for the said employee immediately prior to going on compassionate leave.

9.04 For the purpose of this Article, members of the immediate family are the employee's wife, husband, mother, father, brothers, sisters, daughters, sons, mother-in-law, father-in-law, and includes step-relations and legal guardians.

9.05 (a) In the event that some necessary additional time is requested for compassionate purposes, the employee may request additional days of leave, and such additional days ~~of~~ leave may be granted at the discretion of the Chief Officer of the Department.

(b) If the additional days are granted, they shall be granted with pay.

ARTICLE X -- ANNUAL SALARIES:

10.01 Salaries for all employees covered by this Agreement shall be at the respective rates for each classification and for the periods specified and set out and contained in Schedule "A" hereto annexed which forms part of this Agreement. Employees shall be paid every second Friday and cheques stapled and released on the preceding Thursday by 2:30 p.m.

ARTICLE XI — OVERTIME:

11.01 All operational employees required to work overtime shall be paid at the rate of time and one-half ($1\frac{1}{2}$) their regular hourly rate of pay for all such time worked. When computing the hours of overtime worked, for an operational employee, all time worked by such employee from the time he completed his regular daily shift until he goes off duty shall be overtime. The City agrees to transport all operational employees from the fireground back to the employees' station. Where an employee goes off duty at the fireground he shall be paid for one (1) additional hour at the overtime rate.

11.02 (a) In this Article, in any hour of work, work performed for less than fifteen (15) minutes shall be computed a one-quarter ($\frac{1}{4}$) hour, work in excess of fifteen (15) minutes but less than thirty (30) minutes shall be computed as one-half ($\frac{1}{2}$) hour, and work of thirty (30) minutes and over shall be computed as one (1) hour.

(b) The regular hourly rate of pay shall be determined by dividing the amount of the weekly salaries of the employees involved by the appropriate number of hours as determined in Clause .01 of Article 8.

(c) All overtime shall be paid on the first payday of the next calendar month.

11.03 (a) When any non-operational employee is required to work overtime, such employee shall receive, at his option, either equivalent time off at time and one-half ($1\frac{1}{2}$) the hours of overtime worked or payment at time and one-half ($1\frac{1}{2}$) his regular hourly rate of pay for all such time worked.

(b) The following procedure shall govern in the case of overtime worked by any non-operational employee:

- (i) Upon completion of any overtime worked by him, or within 48 hours thereafter, such employee shall indicate in writing on a form, to be provided for the purpose of whether he elects to be paid for such overtime or take time off in lieu, and such election shall be entered in the records of the Department;
- (ii) Periods of overtime for which the employee has elected to be paid shall be paid on the first payday of the next following calendar month.
- (iii) Where an employee elects time off in lieu of overtime worked, such time off shall be taken at a time acceptable to the Chief Officer of the Department within one hundred and eighty (180) days after such overtime work was performed.

(c) The City agrees that should a non-operational employee who has accumulated time in lieu of overtime be transferred to the Operational Division of the Department he shall be paid for all such hours of overtime accumulated at his appropriate overtime rate, such payment to be made on the first payday of the next following calendar month after his transfer to the Operational Division.

11.04 The City agrees that it will not reschedule or schedule time off with a view to avoiding the payment of overtime.

ARTICLE XII – CALLBACK:

12.01 For the purpose of this Article, "Callback" is defined as the callback to duty of an employee after he

has reported off duty and before his next following tour of duty.

12.02 Where an employee is called back to “duty”, he shall be paid at the rate of time and one-half (1½) his regular hourly rate of pay for all time worked for a minimum of three (3) hours pay at the rate of time and one-half (1½) his regular hourly rate for each such callback.

12.03 Where a non-operational employee is called back to duty, all the provisions relating to the election by such employees for payment of equivalent time off at the appropriate overtime rate referred to in Article XI, Clause .03 (b) hereof shall apply.

12.04 The computation of regular hourly rates of pay and fractional hours worked for all employees shall be as determined in Article 11.02 hereof. All callback pay shall be paid on the first payday of the next calendar month.

12.05 Any member of the bargaining unit required to appear for legal proceedings for the City of Halifax during off-duty hours shall be paid under existing callback provisions as is presently the practice.

ARTICLE XIII — VACATIONS:

13.01 All employees covered by this Agreement shall receive annual vacations as follows:

- (a) after one (1) year’s probationary service, two (2) calendar weeks vacation with pay;
- (b) after four (4) years’ continuous employment with the Department but less than fifteen (15) years’ continuous employment, three (3) weeks’ vacation with pay;
- (c) (i) after fifteen (15) years’ continuous employment but less than sixteen

- (16) years' continuous employment — three (3) calendar weeks vacation with pay plus one (1) day's vacation pay;
- (ii) after sixteen (16) years' continuous employment but less than seventeen (17) years' continuous employment — three (3) calendar weeks with pay plus two (2) days vacation pay;
 - (iii) after seventeen (17) years' continuous employment but less than eighteen (18) years' continuous employment — three (3) calendar weeks with pay plus three (3) days vacation pay;
 - (iv) after eighteen (18) years' continuous employment but less than nineteen (19) years' continuous employment — three (3) calendar weeks vacation with pay plus four (4) days vacation pay;
 - (v) after nineteen (19) years' continuous employment but less than twenty (20) years' continuous employment — three (3) calendar weeks' vacation with pay plus five (5) days vacation pay.

A day's vacation pay shall be computed by multiplying each employee's hourly rate of pay as determined in Article 11.02(b) hereof by ten (10) hours.

(d) after twenty (20) years' continuous employment, all personnel who are employed on Office duties, Maintenance duties, Fire Prevention duties or Training

Division duties, shall receive four **(4)** calendar weeks' vacation with pay. Such personnel shall have the option to have the final week of vacation payable in cash at the rate of time and one-half.

(e) all Operational employees who have more than twenty (20) years' continuous employment, shall receive in lieu of a fourth week of vacation, one week's salary payable at time and one-half (1%) the weekly salary for his rank. Such employees shall receive such additional payment on or before the 30th day of November in each and every year.

(f) subject to Clause .02 of this Article, all such annual vacations shall be taken at a time acceptable to the Chief Officer of the Department.

(g) if an employee shall have reached a qualifying year for change in vacation entitlement during a calendar year, his vacation for that calendar year shall be computed as if he completed the qualifying years of service on the 31st day of December in the preceding year.

13.02 **EFFECTIVE JANUARY 1, 1979**

and for purposes of implementation, the vacation plans shall be administered **as** follows:

A. those that are to receive **10** shifts — no change.

B. those that are to receive **9** shifts - one (1) additional day to be added to the two (2) week portion of their Vacation and Holiday entitlement.

C. those that are to receive **8** shifts — two(2) additional days to be added to the two (**2**) week portion of their Vacation and Holiday entitlement.

EFFECTIVE MARCH 1, 1979

A. those that are to receive 8 shifts - no change.

B. those that are to receive 7 shifts — one (1) additional day to be added to the two (2) week portion of their Vacation and Holiday entitlement.

C those that are to receive 6 shifts — two(2) additional days to be added to the two (2) week portion of their Vacation and Holiday entitlement.

No employee shall be required to start vacation while on job injury or while on sick leave when hospitalization or recuperating from hospitalization.

13.03 (a) subject to paragraphs (b) and (d) hereof, the City agrees that vacations may be split for operational employees. Such employees may receive their vacation in two (2) parts, the vacation to which they are entitled under this Article, and the vacation to which they are entitled under Clause .02 of Article 14 hereof.

(b) all employees covered by this Agreement may exchange vacation time and/or lieu time with any other employee of like rank.

(c) the vacation period shall commence on January 1st until December 31st of each year.

(d) officers shall be entitled to split vacations outside the present vacation year for officers (April to October) by application to the Chief Officer of the Department.

13.04 P.B.X. Operators shall receive vacation and holiday entitlement in an amount equivalent to the number of hours off work one operational employee would receive in accordance with his years of service.

ARTICLE XIV -- PAID HOLIDAYS

14.01 (a) the following days shall be considered paid holidays for the purpose of this Agreement;

- (a) New Year's Day
- (b) ~~Good~~ Friday
- (c) Easter Monday
- (d) the birthday or the day appointed for the celebration of the birth of the Reigning Monarch.
- (e) Dominion Day or Canada Day
- (f) Halifax Natal Day
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day
- (l) Any other day appointed by proclamation of the Governor General of Canada, the Lieutenant Governor of Nova Scotia, or the Mayor of the City of Halifax or his designate, ~~as~~ a general holiday, provided that should such day be appointed, operational employees shall be paid for 8.4 hours at the rate of time and one-half.

(b) All personnel employed on office, maintenance, inspection or fire prevention duties shall observe the holidays set forth herein as paid holidays and shall not be required to work on such holidays. Such personnel shall receive an additional day's vacation for each such holiday that occurs during his vacation to be taken at a time acceptable to the Chief Officer of the Department. Should any of the above holidays fall on a regular day ~~off~~ of such employees, the holiday shall be observed either on the immediately preceding Friday or the im-

mediately following Monday as may be determined by the City.

(c) Employees referred to in paragraph (b) of this Clause shall not be entitled to the said paid holidays if they are on approved leave of absence without pay, on lay-off, on warranted suspension from work, or while in receipt of Workers' Compensation benefits not supplemented by the City.

14.02 (a) Each operational employee covered by this Agreement whose tour of duty on shift work would require him to work on any holiday set forth in Clause .01 hereof, if his tour of duty should happen to fall on such holiday shall work such holidays as occur on his tour of duty. Every such employee, in consideration for working such holidays ~~as~~ may fall within his tour of duty shall receive two (2) calendar weeks' vacation with pay.

(b) Subject to Article 13.03(a) hereof, the ~~two~~ (2) calendar weeks' vacation with pay in lieu of paid holidays shall be taken at a time acceptable to the Chief Officer of the Department.

ARTICLE XV – STEP INCREASES IN PAY SCALE FOR FIREFIGHTERS:

15.01 The applicable step in the pay scale of all firefighters in the employ of the City covered by this Agreement as set out and contained in Schedule "A" hereto annexed, shall be determined as follows:

15.02 Firefighter 3rd Class

This step shall apply to **all** employees in the employ of the City covered by this Agreement upon the completion of one year's continuous service with the City in the first step of the pay scale and upon the recommendation of the Chief Officer of the Fire Department and,

such recommendation shall not be withheld except for just cause.

15.03 Firefighter **2nd Class**

This step shall apply to all employees in the employ of the City covered by this Agreement upon the completion of one year's continuous service with the City in the second step of the pay scale and upon the recommendation of the Chief Officer of the Fire Department and such recommendation shall not be withheld except for just cause.

15.04 Firefighter **1st Class**

This step shall apply to all employees in the employ of the City covered by this Agreement upon the completion of one year's continuous service with the City in the third step of the pay scale and upon the recommendation of the Chief Officer of the Fire Department and such recommendation shall not be withheld except for just cause.

ARTICLE XVI — SENIORITY AND SERVICE PAY:

16.01 Seniority means the length of an employee's service with the City in its Fire Department accumulating from the first day of employment.

16.02 New employees shall be on probation for a period of one year from date of hiring. During such probationary period, the employees shall be entitled to all rights and benefits of this Agreement, except the right to grieve dismissal. After completion of the said probationary period, seniority shall be calculated from the original date of hiring.

16.03 In addition to the general seniority acquired by all employees as provided in Clause .01 hereof, officers shall acquire seniority in each rank they hold beginning

from the date they are promoted to that particular rank and in the event of two (2) or more officers having received or receive their promotion to the same rank on the same date, their seniority within the rank shall be determined by their date of appointment to the Fire Department, or, where the dates of appointment are identical, according to whoever's surname occurs earliest in the alphabet. In the event of demotion, or layoff and recall after layoff, seniority shall be the governing factor provided where there is a demotion of layoff in an officer rank within the bargaining unit, seniority within that rank shall be the governing factor and any employee so displaced shall have the right to exercise his Department seniority to displace an employee in a lower rank and any employees thereby displaced shall have similar rights to exercise their seniority. Employees shall be recalled in the reverse order of their lay-off and no new employees shall be hired until those laid off have been given a proper opportunity of recall.

16.04 The City agrees within thirty (30) days after the signing of this Agreement that the Chief Officer of the Department shall have drawn up and thereafter maintain a list of all employees in the bargaining unit indicating thereon the service of each employee in the Department and in each of the classifications set forth in Schedule "A" hereto annexed. A copy of such list will be provided to the Union at the end of such thirty (30) days period. This list will be updated by the Department every year thereafter and a copy of such updated list provided to the Union.

16.05 The City agrees that each employee covered by this-Agreement shall receive in addition to his regular salary as set out in Schedule "A" hereto annexed, long service pay commencing when the employee is in his fifth (5th) year of continuous employment, at the rate of Two

Dollars and Twenty-Five Cents (\$2.25) per month for each year of continuous employment. The year of continuous employment each employee is in shall be determined on November 30th in each year and every year. Payment to be made on the first payday in December in accordance with Schedule "C" hereto annexed which is part of this Agreement.

ARTICLE XVII – TRAINING:

17.01 All employees required to give or take Fire Department Training within the Fire Department during off-duty hours shall be paid at the rate of time and one-half (1½) their hourly rate of pay for the time involved in such training and it is agreed that this training will not interfere with an employee's leave. The computation of regular hourly rate of pay and the computation of all fractional hours shall be ~~as~~ determined in Article 8 hereof.

17.02 The City shall be permitted to reschedule the Regular Shift Pattern of any employee for the purpose of training and upgrading for a period not exceeding two (2) weeks per year for any employee. Employee shifts will be rescheduled to assure that the training week does not exceed forty **(40)** hours during a five **(5)** day period. It is further agreed that any employee, regardless of the Platoon to which he is attached, shall not report for **Regular duty** on Saturday or Sunday preceding and following the week he is assigned for training. All training weeks shall commence Monday and terminated on Friday. All employees so assigned shall be notified with **as** much notice **as** possible.

**ARTICLE XVIII – TEMPORARY SUBSTITUTION
IN HIGHER POSITION:**

18.01 Any employee covered by this Agreement who is assigned to act in the capacity of a position or rank higher than that which he normally holds shall be paid at the rate for such higher rank or position while so assigned. Where such temporary substitutions are of more than limited duration, employees so assigned, where the efficient operation of the Department permits, shall be from the promotional roster for such senior position or rank. Under no circumstances will temporary assignments be used by the City to avoid the filling of a vacancy. Any employee temporarily assigned to a position or rank lower than that which he normally holds shall not have his normal rank rate reduced.

**ARTICLE XIX – INDIVIDUAL SICK LEAVE
AND SICK LEAVE BANK:
(Effective March 1, 1978)**

19.01 Sick leave means the period of time an employee is absent during normal working hours with full pay because he is sick or disabled, confined by Doctor's order due to exposure to a contagious disease, or under examination or treatment by a physician, or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

19.02 All employees shall be entitled to earn eighteen (18) days or six (6) shifts of individual sick leave per calendar year at the rate of one and one-half (1½) days or one-half (½) shift for every month of employment. The parties agree that as of March 1, 1978, each employee shall be deemed to have eighteen (18) days or six (6) shifts of sick leave credits for each year of employment or appropriate portion for a partial year. An employee

may accumulate a maximum of 150 days sick leave credits. Any unused portion of an employee's sick leave shall accrue for his future benefit.

19.03 A list of individual sick leave credits shall be provided to each employee in January of each year.

19.04 The parties agree that the Sick Leave Bank previously established by the parties shall continue on the following basis:

1. The maximum number of days to be held in the Bank at any time shall not exceed eight hundred (800);
2. As of March 1, 1978 there shall be deemed to be eight hundred (800) days in the Sick Leave Bank
3. Whenever the number of days in the Sick Leave Bank drops below two hundred and fifty (250) days then days shall be credited to the Bank as follows:
 - (a) one eighth of a day per month to a maximum of one and one-half days per year for each employee who has completed two years of service;
 - (b) all such monthly accumulation shall cease when the Bank reaches a total credit of eight hundred (800) days;
 - (c) in order to qualify to obtain days from the Sick Leave Bank the employee must have completed six months of service with the Employers at the time the application for days from the Sick Leave Bank is made.
4. The Sick Leave Bank shall be jointly administered by the Employers and the Union with

the City Manager to Act as adjudicator. In the event of a disagreement between the Employers and the Union, the matter shall be referred to arbitration.

19.05 The Union recognizes the right of the employers to have the Medical Officer of Health for the City of Halifax or a physician designated by him, to examine any such employee who is on sick leave and the employees agree that any such employee may also be examined by his personal physician who may submit a Certificate of Health to the employers. If the employers so direct, such Certificate of Health must be submitted.

ARTICLE XX — GRIEVANCE PROCEDURE:

20.01 Should a difference arise between the City and an employee or the Union regarding the meaning, interpretation operation or application of this Agreement, or where an allegation is made that this Agreement has been violated or that an employee has been disciplined (including discharged) without just cause, **or** where a question arises as to whether any matter is arbitrable such differences shall be the subject matter of grievance and shall be processed in the manner set forth herein.

Step 1:

The grievance shall not be brought forward unless within thirty **(30)** days of the event giving rise to the dispute the employee submits his grievance in writing to the Union's Grievance Committee who, after review, may submit said grievance to his Platoon Chief who shall provide a written answer to the grievance within five **(5)** days of the receipt of the grievance.

Step 2:

Failing satisfactory settlement of the grievance in Step 1, the grievance shall not be carried forward

unless within ten (10) days of receipt of the answer under Step 1 hereof, the grievance may be submitted, in writing, to the Chief Officer of the Department who shall, within five (5) days of receipt of the grievance both meet with the Union Grievance Committee and give his written answer to the grievance;

Step 3:

Failing satisfactory settlement of the grievance under Step 2, the grievance shall not be carried forward unless within ten (10) days of receipt of the answer under Step 2 hereof, the grievance may be submitted in writing to the City Manager, or his designate, who shall within seven (7) days of receipt of the grievance, both meet with the Union Grievance Committee, and give a written answer to the grievance:

step 4:

Failing satisfactory settlement of the grievance in Step 3, the grievance shall not be carried forward further unless within thirty (30) days of receipt of the answer in Step 3 the Union gives notices in writing to the City Manager that it intends to submit the matter to arbitration in accordance with Article XXI.

20.02 In the event that any matter, which might otherwise form the subject of a grievance, is presented by the Union to the City in an informal manner within the time limits prescribed in Step 1, the time limit in Step 1 shall be deemed to begin on the date when the submission to the City is made.

20.03 Where an answer is not rendered by the appropriate official of the City within the prescribed time, or as otherwise mutually agreed, the grievance may be processed to the next step of the grievance procedure, the same as if the decision had been so rendered.

20.04 For the purpose of this Article, reference to days shall not include Saturdays, Sundays or paid holidays **as** set forth in Article 14 hereof.

20.05 Where a dispute of a general nature occurs, or where a group of employees has a grievance, or where the Union has a policy grievance, Step 1 of Clause .01 may be by-passed and a grievance may be initiated by the employee(s) or the Union within fifteen (**15**) days of the event giving rise to the dispute.

20.06 Where a dispute involves a claim by an employee that he has been discharged without just cause, Step 1 of the Grievance Procedure hereof shall be by-passed and a grievance may be initiated at Step 2 within seven (7) days of the discharge.

20.07 Under no circumstances shall an employee covered by this Agreement be called upon by Management to discuss a grievance unless represented by the Grievance Committee or their designates.

ARTICLE XXI — ARBITRATION

21.01 Arbitration proceedings shall be commenced within ten (10) days after notice of intention to arbitrate is given. A single Arbitrator shall be selected. The City and the Union shall jointly agree upon said Arbitrator within the said ten (10) days mentioned herein (days not including Saturdays, Sundays, or paid holidays **as** set forth in Article 14 hereof). In the event that the parties are unable to so agree upon the appointment of an arbitrator by the end of such ten (**10**) days, then the Minister of Labour for the Province of Nova Scotia may make such appointment upon the request **of** either party.

21.02 No person shall be appointed Arbitrator **who**:

(a) is acting or has within the period of six (6) months prior to the date of his appointment, acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties; or

(b) has any pecuniary interest in the matters referred to him.

21.03 The decision of the Arbitrator shall be final and binding, provided that the Arbitrator shall have the power to modify or set aside any penalty imposed by the City relating to any disciplinary measures imposed on any employee covered by this Agreement, but the Arbitrator shall not have the power to add to, alter, modify, or amend this Agreement.

21.04 Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply in writing to the Arbitrator for a clarification of his decision within ten (10) days of the receipt of the decision. Such clarification by the Arbitrator shall not involve the presentation or consideration of evidence or hearing of argument from either party.

21.05 The expenses and remuneration of the Arbitrator shall be jointly and equally borne by the City and the Union.

21.06 At any Step of the grievance procedure or at the arbitration hearing, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to the City's premises to view any working condition(s) which may be relevant to the settlement of the grievance.

ARTICLE XXII — MEDICAL AND BENEFIT:

22.01 Where in the opinion of the Chief Officer of the Department an employee is, because of his physical condition, unfit to perform his duties, such employee may be required to take a medical examination. Any action taken against any employee following such medical examination shall be grievable under the provisions of Article 20 hereof.

22.02 (a) the City agrees that all employees covered by this Agreement shall receive the full benefits of the present Life Insurance Policy in force for the employees.

(b) effective June 1, 1983, the City agrees to provide a revised Long-Term Disability Plan and contribute 50% of the total premium cost of such Plan. The revised L.T.D. Plan must be acceptable and approved by both the City and the Union before implementation.

22.03 Notwithstanding Section 2 herein, the City and the Union agree to meet jointly with other civic unions within a month of signing the contract to investigate, analyze and prepare a report for recommendation to Halifax City Council of a new insurance and medical plan package, applicable to all civic employees. If the Union concurs in the proposed insurance and medical plan, and upon acceptance of the Plan by the City, the employees covered by this Agreement shall receive all the benefits of this Plan and the insurance policy previously in force will be cancelled.

22.04 The City agrees to pay 50% of the Extended Health Care Plan.

22.05 The City agrees to provide no less than the existing Liability Insurance Coverage for any member of the bargaining unit responsible for the operation of fire equipment.

**ARTICLE XXIII – FORCE COMPLEMENT,
PROMOTIONS & VACANCIES:**

23.01 Promotions within the Department shall be made on the basis of skill, ability and efficiency to perform the job required. Where skill, ability and efficiency are equal, seniority shall be the governing factor. Promotions and demotions, for other than disciplinary reasons shall be grievable under the provisions of Article 20 hereof.

23.02 All occupational related courses sanctioned by the employer shall be made available to qualified employees. The Union Secretary shall receive a copy of all course postings. The Chief of the Department shall make the final selection of employees to attend such courses.

23.03 When any position in the bargaining unit other than in the firefighter classification (which shall be filled by the normal hiring procedure) becomes vacant, such positions shall be filled only by persons within the bargaining unit according to the appropriate promotion roster. No change in any of those schemes shall be made without prior consultation with the Union. The City agrees to meet with the Union at their request during the terms of this Agreement to study the appropriateness of the promotion roster scheme.

23.04 No permanent vacancy in the full complement of positions in the bargaining unit as specified in Article 18 hereof shall remain unfilled by a full-time member of the bargaining unit for a period in excess of three (3) months.

23.05 In the event of a short term lay-off, seniority shall be the governing factor, provided the senior man can perform the required job. On recall seniority shall be the governing factor.

23.06 In the event of a major reduction in the work force, the City agrees:

- (a) to give the Union as much notice as possible;
- (b) to discuss with the Union the methods of reducing the force.

Subject to the requirements of the Department, reductions, wherever possible, shall be on the basis of attrition, early retirement and reverse seniority.

ARTICLE XXIV — MAINTENANCE:

24.01 The operational employees shall not be responsible for the cleaning and general maintenance of the Training Offices and classroom, the Fire Prevention Offices and Administration areas and maintenance of the CHQ, including the Platoon Chiefs and District Chiefs Offices.

ARTICLE XXV — CLOTHING:

25.01 The following articles of clothing shall be issued to all employees covered by this Agreement, and such clothing shall be supplied on an “as required trial basis” for the duration of this Agreement.

Should this system of supply not conform to either party’s satisfaction upon completion of the trial period, that party can file notice to revert back to the previous supply system.

- Tunics
- Uniform Pants
- Uniform Caps
- Universal Coats
- Uniform Shirts — choice of sleeve length to be made by employee
- Fatigue Shirts — choice of sleeve length to be made by employee

Fatigue Pants
Ties

The Union is to receive photocopies of all requisitions and purchase orders related to the above.

25.02 The following turn-out equipment shall be replaced as required, such equipment being; fire helmet, turn-out coat, rubber and thigh boots with steel insoles and toecaps, regulation leather belt with hose spanner, leather mitts with thumb and finger, face shields and leather boots. Replacements shall not be unreasonably delayed or withheld.

The City agrees that by December 20, 1980, all turn-out coats will be replaced with new issue of Nomex material. The City further agrees that during the term of this contract all fire helmets will be replaced with a design to be approved by City/Union consultation.

25.03 The foregoing issue of clothing and turn-out equipment shall be replaced only upon the approval in writing of the Chief Officer of the Department or his representative and provided there is an absence of negligence and that replacements are returned to stores, where possible.

25.04 Non-operational clothing shall be supplied as required including the following:

- 1 tunic at the discretion of the Fire Chief.
- 2 pairs of uniform pants
- universal coat
- uniform cap
- shirts, ties

25.05 There shall be an annual show allowance:

- Operational force — \$45.00
- Non-operational force — \$75.00

ARTICLE XXVI — SURVIVOR'S BENEFIT

26.01 The City shall pay to a widow or to a child or children, if there is no widow, a survivor's benefit, if the employee covered by this Agreement is killed in the performance of his duty or dies as a direct result of injuries sustained while performing his duty.

26.02 (a) The widow shall receive the survivor's benefit until remarriage or age 65 (whichever comes first), or if there is no widow, a child or children shall receive survivor's benefit if unmarried and under the age of 18 years, or between the ages of 18 and 25 years and continuing to go to school or university full time.

(b) The widow, or child or children, must apply for all available social benefits, e.g. Workers' Compensation, C.P.P., etc., but shall not be obliged to apply for welfare benefits.

26.03 (a) The City agrees to pay the difference between any amounts paid by, for example Workers' Compensation and Canada Pension Plan, and the amount the employee was earning at the date of his death, as provided in Section .02 herein.

(b) The City agrees to amend or revoke Administrative Order No. 3 appropriately, as it applies to the members of the Union until such time, this Article supersedes Administrative Order No. 3.

ARTICLE XXVII — PRE-RETIREMENT:

27.01 (a) All employees covered by this Agreement, after ten (10) years' continuous service with the Employers, and upon retirement under any of the provisions of the Superannuation Plan of the City, shall be entitled to pre-retirement leave with pay, computed on the basis of three (3) calendar days for each completed year of service from the date of employment with the Employers,

up to a maximum of three (3) calendar months. During such time, an employee shall receive his regular rate of pay for all normal work days he would have worked had he not been on leave.

(b) All employees entitled to receive pre-retirement leave may elect to work all or a portion of the pre-retirement leave period and receive a lump sum payment for the pre-retirement period worked. Where the lump sum payment is chosen, this amount shall not be computed as part of the person's pension and would be paid at the time of actual retirement.

ARTICLE XXVIII – SAFETY

28.01 There shall be a Safety Committee composed of two (2) members of the Bargaining Unit to be selected by the Union, and two (2) Non-Bargaining Unit employees to be selected by the City. The purpose of this Committee shall be to detect and report any safety hazards within the Department. Upon detecting such hazards the Committee may file its recommendations to the Fire Chief for his consideration. If the Fire Chief fails to act to the satisfaction of the Committee or the recommendation contained in the report within thirty (30) days, the report of the Safety Committee shall be submitted to the City Manager for his consideration.

ARTICLE XXIX – ORDERS, RULES AND REGULATIONS:

29.01 It is acknowledged that the City has the right to establish and maintain reasonable orders, rules and regulations (including policies) governing the conduct, duties and methods of operation of the employees covered by this Agreement, provided same are not inconsistent with the provision of this Agreement. The provisions of any administrative order, rule or regulation made by

the City, both present and future, are subject to and superseded by the provisions of this and any collateral agreement between the City and the Union.

29.02 The Union hereby expressly confirms that it has not agreed nor does it agree that any past or present provision of any administrative order, rule or regulation or similar unilateral rule governing the conduct, duties and methods of operation of the employees covered by this Agreement conforms with the requirement of the **K.V.P. (1965, 16 L.A.C. 73)**, either in the past or at the present.

29.03 The City hereby expressly confirms that it has not, nor does it agree that the K.V.P. case has any application to any administrative order, rule or regulation of the City.

29.04 The City agrees to consult the Union before any change is made in any present administrative order, rule or regulation governing the Fire Department.

ARTICLE XXX — DISCIPLINE:

30.01 Subject to the provisions of Article 20 hereof, in the event an action is taken by the City against an employee covered by this Agreement, and the procedure provided by the administrative order, rule or regulation of the City is followed by the City or the employee affected, in such case the event giving rise to the grievance as defined in Article 20 shall occur on the date that the final decision is rendered under such procedure. For example, in the event of a case where the Chief Officer has made a decision which is appealable to the Committee on Safety, if the employee concerned does not wish to pursue such appeal, the occurrence giving rise to the grievance shall be the date of the rendering of the decision of the Chief Officer. However,

should the employee elect to pursue such appeal to the Committee on Safety, the event giving rise to the grievance shall occur on the date of rendering the decision of the Committee on Safety.

30.02 The record of an employee shall not be used against him at any time after sixty (60) months following a suspension or disciplinary actions including letters of reprimand or other adverse report.

**ARTICLE XXXI — DURATION AND
TERMINATION:**

31.01 Subject to Article 35.01 this Agreement and all of its provisions shall be deemed to have come into full force and effect on the 1st day of March, A.D. 1984, and shall continue in full force and effect until the 28th day of February, A.D. 1985, and thereafter from year to year unless either the City or the Union shall give notice to the other as hereinafter provided, it desires that this Agreement shall be revised, modified, amended or terminated or that the terms and conditions of a new agreement be negotiated to replace this Agreement.

Such notice to be effective must be in writing and served in the following manner:

- (a) if given by the City it must be served either by personal service or registered mail, upon the President or Secretary of the Union.
- (b) If given by the Union, it must be served either by personal service or registered mail, upon the City Clerk of the City;
- (c) It must be served upon the President or Secretary of the Union, or upon the City Clerk of the City, whichever is applicable, before the first day of December, 1984.

Failure to serve any such notice in the aforementioned manner will render the notice null and void.

ARTICLE XXXII — BENEFIT AND BINDING:

32.01 This Agreement and everything contained herein shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns, respectively.

ARTICLE XXXIII — COPIES OF AGREEMENT

33.01 The City agrees to have printed in a booklet form sufficient copies of this collective agreement for distribution to employees and management personnel, at the expense of the City.

ARTICLE XXXIV — ACCESS TO PERSONNEL FILE:

34.01 The City agrees that employees covered by this collective agreement may have access to their personnel files during regular office hours provided, however, reasonable notice has been given to the City.

ARTICLE XXXV — RETROACTIVITY

35.01 Salaries are retroactive, overtime and acting pay to March 1, 1984 and all other items will be effective the date of signing of this collective agreement.

ARTICLE XXXVI — POST STRIKE PROVISION:

36.01 When employees return to work upon the termination of the strike, they shall maintain all benefits earned by them **up** to September 17, 1982. However, subject to this Article, employees shall not accumulate any benefits except seniority during the strike period nor shall they earn any benefit (including wages) for the duration of the strike period.

Vacation leave entitlement for 1983 shall be reduced by the ratio that the length of the strike bears to one year and vacations for subsequent years shall be calculated as if the strike did not occur.

**ARTICLE XXXVII – RETURN TO WORK
PROVISION – POST STRIKE:**

37.01 All persons who were employed by the City on September 17, 1982 and who were on strike from September 17, 1982 to October 21, 1982 (“the strike”) shall be returned to their normal employment with the City at the end of said strike.

The City will not take disciplinary action or initiate Civil proceedings against any employee, and Union or its International body as a result of the employees’ or Union’s conduct, or action which occurred during the “work to rule” immediately prior to the strike and/or during the strike.

The Union will not initiate any disciplinary action or Civil proceedings against the City or any of its employees as a result of any action during the “work to rule” immediately prior to the strike and/or during the strike except that the Union may take internal proceedings against its members.

This clause does not apply to disciplinary action which may be taken by the City as a direct result of a final judgement resulting in a criminal conviction arising out of strike related activities.

**ARTICLE XXXVIII – LEGISLATION
COURT ACTION**

38.01 If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing

or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and by affixing of their respective seals hereto the day and year first above written.

SIGNED, SEALED and DELIVERED

in the presence of

CITY OF HALIFAX

Ron Wallace
Mayor

E. A. Kerr
Acting City Clerk

THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL UNION
NUMBER 268

R. Glenn Stoddard
President

Terrence J. Atkins
Secretary

SCHEDULE " A
SCHEDULE OF SALARIES – LOCAL 268
EFFECTIVE
March 1, 1984

3rd Class Firefighter	\$16,049
2nd Class Firefighter	\$18,916
1st Class Firefighter	\$28,088
Firefighter Mechanic.....	\$28,448
Lieutenant.....	\$30,398
Captain.....	\$31,658
Divisional Officer	\$33,338
Mechanical Superintendent.....	\$33,338

****Firefighter Mechanic to receive \$360.00 per annum more than Firefighter First Class.**

SCHEDULE "B"
HALIFAX FIRE DEPARTMENT
42 HOUR WORK WEEK — 1978
(24 HOUR SHIFT)
AS UPDATED AT BEGINNING OF EACH YEAR

SCHEDULE "C"
SERVICE PAY

In 5th Year	\$135.00	annually
" 6th "	162.00	"
" 7th "	189.00	"
" 8th "	216.00	"
" 9th "	243.00	"
" 10th "	270.00	"
" 11th "	297.00	"
" 12th "	324.00	"
" 13th "	351.00	"
" 14th "	378.00	"
" 15th "	405.00	"
" 16th "	432.00	"
" 17th "	459.00	"
" 18th "	486.00	"
" 19th "	513.00	"
" 20th "	540.00	"
" 21st "	567.00	"
" 22nd "	594.00	"
" 23rd "	621.00	"
" 24th "	648.00	"
" 25th "	675.00	"
" 26th "	702.00	"
" 27th "	729.00	"
" 28th "	756.00	"
" 29th "	783.00	"
" 30th "	810.00	"

ETC.

SCHEDULE "D"
DISPATCHERS 42 HOUR WORK WEEK
HALIFAX FIRE DEPARTMENT — 1978
REVISED SHIFT PATTERN
AS UPDATED AT BEGINNING OF EACH YEAR