

**IN THE MATTER OF THE ARBITRATION UNDER THE FIRE AND POLICE SERVICES COLLECTIVE  
BARGAINING ACT RSBC 1996 c 142**

Between

**CITY OF PRINCE GEORGE  
(the Employer)**

-and-

**PRINCE GEORGE FIREFIGHTERS' UNION LOCAL 1372 OF THE I.A.F.F.  
(the Union)**

**(Collective Agreement Interest Arbitration)**

**ARBITRATOR:** Vince Ready

**APPEARANCES:**

**FOR THE EMPLOYER:** Alan D. Winter, John Iverson, Rae-Ann Emery,  
Blake King, Kathleen Soltis

**FOR THE UNION:** Allan E. Black, Q.C., Peter Robertson, Fred  
Wilkinson, Dean Aussem, Dennis Toninato, Mike  
Holliday, Peter Brbot, Lorne West, Mike Hurley,  
Gord Ditchburn

**DATE OF HEARING:** January 14 - 15, 2015

**PLACE OF HEARING:** Prince George, British Columbia

**DATE OF AWARD:** January 15, 2015

32977

## **AWARD**

The parties agree the Terms of the renewal Collective Agreement between the Parties shall consist of the following:

- 1) All of the terms and conditions of the Collective Agreement between the Parties commencing January 1, 2007 and expiring March 31, 2010 shall remain in effect in the renewal Collective Agreement between the Parties, except as specifically varied or added below.
- 2) The Term of the renewal Collective Agreement between the Parties shall be from April 1, 2010 to December 31, 2015.
- 3) The General Wage Adjustments to be made during the Term of the renewal Collective Agreement shall be as follows:
  - a) Effective 2010 April 1, the monthly 4<sup>th</sup> Year Fire Fighter rate in effect on 2010 March 31 shall be increased by one and one-half percent (1.5%), rounded to the nearest whole dollar. All other existing rank indices shall be maintained.
  - b) Effective 2010 October 1, the monthly 4<sup>th</sup> Year Fire Fighter rate in effect on 2010 September 30 shall be increased by one and one-half percent (1.5%), rounded to the nearest whole dollar. All other existing rank indices shall be maintained.
  - c) Effective 2011 April 1, the monthly 4<sup>th</sup> Year Fire Fighter rate in effect on 2011 March 31 shall be increased by one and one-quarter percent (1.25%), rounded to the nearest whole dollar. All other existing rank indices shall be maintained.
  - d) Effective 2011 October 1, the monthly 4<sup>th</sup> Year Fire Fighter rate in effect on 2011 September 30 shall be increased by one and one-quarter percent (1.25%), rounded to the nearest whole dollar. All other existing rank indices shall be maintained.
  - e) Effective 2012 January 1, the monthly 4<sup>th</sup> Year Fire Fighter rate in effect on 2011 December 31 shall be increased by two and one-half percent (2.5%), rounded to the nearest whole dollar. All other existing rank indices shall be maintained.
  - f) Effective 2013 January 1, the monthly 4<sup>th</sup> Year Fire Fighter rate in effect on 2012 December 31 shall be increased by two and one-half percent (2.5%), rounded to the nearest whole dollar. All other existing rank indices shall be maintained.

- g) Effective 2014 January 1, the monthly 4<sup>th</sup> Year Fire Fighter rate in effect on 2013 December 31 shall be increased by two and one-half percent (2.5%), rounded to the nearest whole dollar. All other existing rank indices shall be maintained.
  - h) Effective 2015 January 1, the monthly 4<sup>th</sup> Year Fire Fighter rate in effect on 2014 December 31 shall be increased by two and one-half percent (2.5%), rounded to the nearest whole dollar. All other existing rank indices shall be maintained.
  - i) Effective the first pay period following the date of the arbitration award renewing the 2007 – 2010 Collective Agreement, the monthly 4<sup>th</sup> Year Fire Fighter rate effective the date of the arbitration award shall be increased by one-half percent (0.5%), rounded to the nearest whole dollar. All other existing rank indices shall be maintained.
- 4) The Parties agree the 10<sup>th</sup> year differential rate will be increased from 102% to 103% of the 4<sup>th</sup> Year Fire Fighter rate effective January 17, 2015.
  - 5) The Parties agree the Captains' rate will be increased from 120% to 122% of the 10<sup>th</sup> year differential rate effective January 17, 2015.
  - 6) The Parties agree Article 5.2, Service Pay, is deleted effective the second pay period following the date of the arbitration award renewing the 2007 – 2010 Collective Agreement.
  - 7) The Parties agree to revise Article 6.4 (B) of the Collective Agreement by deleting the third paragraph dealing with the Assistant Chief's probationary period.
  - 8) The Parties agree the intent of Article 6.17 (B) is intended to cover situations where an employee is cancelled for the shift, but reports to duty due to the inadvertence of the employer's actions.
  - 9) The Parties agree the intent of Article 6.17 (H) is that a lay-off is intended to apply to regular firefighters. For clarity, in the event that the Employer lays-off a Regular Firefighter, all Relief Firefighters will cease to exist and in the event that the Employer lays-off a Relief Firefighter the number of Relief Firefighters would correspondingly be reduced.
  - 10) The Parties agree to replace the last sentence in the first paragraph of Article 11.4 Bereavement Leave, with: "An additional one (1) working shift shall be provided when travel is required."

11) The Parties agree to revise Article 11.9 of the Collective Agreement by deleting “and net” in the second line.

12) Add the following paragraph E to Article 11.15:

E. Effective the date of the arbitration award renewing the 2007 – 2010 Collective Agreement or shortly thereafter, the Employer agrees to apply to the Pension Corporation to become a Group 5 employer under the rules of the Municipal Pension Plan. The application will include a request to make the transition to Group 5 effective January 1, 2015.

In the event that the Employer is accepted as a Group 5 employer under the rules of the Municipal Pension Plan, the provisions below shall take effect as of the transition date accepted by the Pension Corporation and the Collective Agreement revised accordingly:

- (i) All existing eligible employees and all future eligible employees will be covered by and be subject to the current and any future rules established by the Municipal Pension Board and the Pension Corporation governing Group 5 participation.
- (ii) In conjunction with the establishment of Group 5, all contributions by both the Employer and the employees to the Special Agreement Pension (SA) shall cease for eligible Group 5 employees by the Municipal Pension Plan. Employee balances in the SA shall be handled in accordance with the rules established by the Municipal Pension Plan.
- (iii) In the event there are employees who are in Group 2 as of the date the Pension Corporation approves the application for Group 5 Pension who do not qualify for Group 5, those employees will continue, subject to the approval of the Pension Corporation, to be covered by Group 2 provisions of the Municipal Pension Plan and to contribute to the Special Agreement (if they are already contributing). New employees hired into positions that are not eligible to participate in the Group 5 Pension will be treated as Group 1 or Group 4 as appropriate under the rules of the Municipal Pension Plan.

All other provisions of Article 11.15 shall remain as written.

13) Article 11.16 will only apply to any employee who continues to be covered by the Special Agreement under Article 11.15 E (iii).

- 14) Add a new Clause as 11.18 and renumber accordingly, as follows:

**11.18 Supplemental Pension Allowance**

The Employer shall pay to all employees enrolled in the Municipal Pension Plan Group 5 a Supplemental Pension Allowance (SPA) of 0.56% of pensionable earnings to be directed to a group tax free savings plan (Group TFSA) to be set up and administered by the Union at no cost to the Employer. This payment will be recorded on employee's biweekly pay cheque in lieu of participation in the SA.

Should the Union not have such a Group TFSA established at the time of enrollment then, unless otherwise mutually agreed, the 0.56% shall be remitted on the employee's biweekly pay cheque and recorded as in lieu of participation in the SA.

- 15) The following shall not be included in the Collective Agreement:

The Employer's application to the Pension Corporation to become a Group 5 employer under the rules of the Municipal Pension Plan will include a request on behalf of the Employer and the Union that all employees in the bargaining unit, who are currently all within Group 2 Pension, be treated as falling within the definition of firefighters as defined by the Municipal Pension Plan rules.

The parties acknowledge that the Pension Corporation has the sole responsibility to determine the eligibility for employees to be included within Group 5 Pension.

This request will take the position that all current employees in the bargaining unit fall under the definition of firefighter as defined in the Municipal Pension Plan rules.

- 16) The Parties agree to meet as soon as practically possible following the date of the arbitration award, for discussions to explore the use of and alternatives to the Common Sick Bank and the Gratuity Plan.
- 17) The Parties agree to meet as soon as practically possible following the date of the arbitration award, for discussions to explore the issues related to promotional procedures as discussed in bargaining, Schedule 2, paragraph 10, Failure to Pass Examinations, the Assistant Chief Promotional Procedure and any other related items the Parties mutually agree to add to the agenda.

**18) The Parties agree that, unless otherwise stated in the arbitration award and/or in any of the Appendices attached to this arbitration award, the effective date of the renewal Collective Agreement shall be the date of this Award.**

**Previously Agreed to Items, to be included in this Award**

- 1) Article 5.3 Extra Duty (C) Overtime (see attached sheet)**
- 2) Article 6.3 (E) Right to Return to a Former Position (see attached sheet)**
- 3) Article 6.7 (B) Residence Requirements (see attached sheet)**
- 4) Article 6.16 Fire Dispatcher title change and (G) (see attached sheets)**
- 5) Article 8.1 (B) Vacations (ii) (see attached sheet)**
- 6) Article 8.2 Vacation Banking (see attached sheet)**
- 7) Article 9.1 (A) Statutory Leave (see attached sheet)**
- 8) Article 10.1 (B) Clothing (see attached sheet)**
- 9) Article 10.1 (F) Clothing (see attached sheet)**
- 10) Article 10.2 Fire Fighting Equipment (see attached sheet)**
- 11) Article 11.8 (B) Legal Counsel (see attached sheet)**
- 12) Article 12.2 (B) Grievance Procedure (see attached sheet)**
- 13) Article 15 (A) Labour Management Committee (see attached sheet)**
- 14) Letter of Understanding, Training Branch Captain – renew**
- 15) Letter of Understanding, re: Elden Gjerde Sick Leave Payout – renew**
- 16) Schedule 4, Office Structure (see attached sheet)**
- 17) Letter of Understanding, re: Utilization of Relief Fire Fighters for ATO Coverage.**

I retain jurisdiction to resolve any differences that might arise between the Parties respecting the implementation of this Award.

**IT IS SO AWARDED.**

Dated at Prince George, British Columbia, on January 15, 2015.

A handwritten signature in blue ink, consisting of a series of fluid, connected strokes that form a stylized, somewhat abstract shape.

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**Vince Ready, Arbitrator**