

COLLECTIVE AGREEMENT

between



HALIFAX REGIONAL MUNICIPALITY

- and -



**HALIFAX PROFESSIONAL FIREFIGHTERS
LOCAL 268
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**Effective:
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DEFINITIONS: FOR THE PURPOSE OF THIS COLLECTIVE AGREEMENT, THESE DEFINITIONS SHALL BE APPLIED TO ALL ARTICLES AND BE ANNEXED TO FORM PART OF THIS AGREEMENT.

Common Law - shall be defined as a person living with the IAFF member on a continuous basis in a conjugal relationship that is not a legal marriage, provided such a relationship has existed for at least twelve (12) consecutive months and the person is publicly represented by the IAFF member as the IAFF member's partner.

Chief Director of Fire and Emergency - shall mean the person so appointed by the Halifax Regional Municipality from time to time to the position of "Chief Director of Fire and Emergency" of Halifax Regional Fire and Emergency.

Compressed Time - working a schedule of longer days in order to provide for a day or part thereof off at regular intervals.

Daily Shifting - the day to day movement of Operational personnel between any of HRFE's stations currently staffed by IAFF personnel.

Department - shall mean Halifax Regional Fire and Emergency (HRFE).

Division - an individual department of HRFE, including Operations, Training, Fire Prevention, Logistics, and Safety, as may be amended from time to time, Where a contrary intention is implied in a particular article of this collective agreement, Mechanical will not be considered a Division of HRFE.

Employee - shall mean a person employed by HRFE and who is a member of the Union covered by this Agreement.

Employer - shall mean Halifax Regional Municipality (HRM).

Flex Hours - working differing hours within the normal work schedule, as mutually agreed to by the Employer and the employee.

Modified Work - suitable alternative work as determined by the Employer after consultation with qualified health care professionals for employees on extended sick leave or where there is an obligation to accommodate.

Performance Review Panel - a panel appointed by management to review all aspects of career advancement.

Physician - shall include but not be limited to licenced medical doctor, dentist, chiropractor, psychologist, psychiatrist.

Platoon E - shall consist of the members who work the 10.5 hour shift

Posting - a member's normally assigned work location.

Protective Clothing - shall include bunker pants, bunker jacket, firefighting boots, firefighting helmet, flash hoods firefighting gloves, and wild-land coveralls.

Service - shall be defined as permanent continuous employment with the Employer.

Sick - shall include ill, disabled, or injured.

Spouse - The IAFF member's (a) legally married partner; (b) registered domestic partner; or (c) common law spouse, including same-sex common law spouse.

Transfer - shall mean the moving of an employee from one division to another, or between one platoon or another, on a permanent basis.

Twenty Four Hour Shift Letter - The written guarantee, for those members in possession, that their hours of work shall not be altered from twenty-four (**24**) hours on, followed by seventy-two (**72**) hours off,

Union - shall mean Halifax Professional Firefighters, Local 268 IAFF.

ARTICLE 1 - PURPOSE OF THE AGREEMENT

- 1.01** The purpose of this agreement is to maintain harmonious and mutually beneficial relationships among the Employer, the Employees covered by this Agreement, and the Union; to set forth terms and conditions of employment relating to pay, hours of work, safety and occupational health of the employees, 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 service through mutual cooperation between the Union and management of the Halifax Regional Fire and Emergency.

ARTICLE 2 - RECOGNITION

- 2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees holding classifications in Appendix A
- 2.02** Positions in Appendix A may be amended as required, by mutual agreement

ARTICLE 3 - NO DISCRIMINATION

- 3.01** The Employer and Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any member of the Halifax Regional Fire and Emergency by reason of his age, race, creed, colour, nationality, political or religious belief, sex, sexual orientation, 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 4 - MANAGEMENT RIGHTS

- 4.01** 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 Employer to:
- 1) Maintain order, discipline and efficiency;
 - 2) Hire, direct, evaluate job performance, promote, discipline, demote, or terminate any employee covered by this Agreement for just and proper cause.
- 4.02** The Union also recognizes the right of the Employer to operate and manage the Department in all respects and in accordance with its obligations and responsibilities, and to make and alter, from time to time, rules, regulations, policies, job descriptions or guidelines to be observed by employees, which shall not be inconsistent with the provisions of this Agreement. Any such changes shall not be made prior to full consultation with the Union Executive. "Full consultation" means that the Union will be provided with the relevant information and have adequate time to review it and provide feedback which will then be considered by the Employer. Copies of rules and regulations shall be accessible to all employees.

ARTICLE 5 - UNION SECURITY

- 5.01** The Employer agrees that it shall be a condition of continued employment for all employees within the bargaining unit that they become and remain members in good standing of the Union.
- 5.02** The Employer agrees to deduct from each regular pay of each employee covered by this Agreement, the amount of regular Union dues, initiation fees and other assessments payable by all members of the Union. The Employer agrees to remit such monies 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, itemizing all deductions. The Union will advise the Employer in writing of amounts to be deducted.

- 5.03** All present and future employees shall sign cards authorizing such deductions which authorizations shall be irrevocable. The Union shall indemnify and hold the Employer harmless from all claims or costs arising out of making the above deductions.

ARTICLE 6 - UNION REPRESENTATION

- 6.01** The Union President and one other Executive member, after giving reasonable advance notice, and details, shall be granted paid leave as may be necessary for the proper performance of their duties related to affairs of the Union. Leave may also be granted to other members of the Executive subject to operational requirements. Whenever possible, Union business shall be conducted during off duty hours.
- 6.02** Leave with pay may be granted to employees who have been appointed by the Employer to joint Committees and who attend Committee meetings. Such leave shall be subject to operational requirements, but shall not be unreasonably withheld. Employees shall not lose any regular earnings for time spent at any such meeting with the Employer.
- 6.03** When a labour management dispute arises which requires the immediate involvement of a Shop Steward, he/she shall request permission to leave his/her regular duties to deal with the dispute with management. Such permission shall not be unreasonably withheld by management. When permission is granted, the employee involved shall not lose any earnings for the time spent in dealing with the dispute.
- 6.04** The Employer agrees to maintain a Labour Management committee. This committee shall be governed by its Terms of Reference as agreed to by the parties.
- 6.05** The Employer shall make available to the Union Executive, within fourteen (14) days of request by the Union, information required by the Union for the administration of this collective agreement on jobs in the bargaining unit.
- 6.06** No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this collective agreement.
- 6.07** Whenever management intends to call an employee to appear for disciplinary action, management shall be required to advise the employee and the Union President, or designate, 24 hours in advance of the meeting, other than in extenuating circumstances and that he/she is entitled to have Union representation. An investigation to gather information shall not be considered disciplinary. However, the Employer acknowledges the benefit in having the Union present for meetings related to investigations which are likely to result in disciplinary measures. In the event of disciplinary action, the employee shall be provided a copy of the disciplinary record placed on his/her file.
- 6.07.1** In the event of an employee suspension, the employee shall be suspended with pay pending the outcome of an internal investigation.
- 6.08** The Employer agrees to grant an unpaid leave of absence for up to two years without the loss of seniority or service to any member of the bargaining unit holding a Local or International office so long as he/she remains in office and serves in that capacity, Should he or she continue to work in the bargaining unit, union covers may be used but are not paid for by management, they shall be the responsibility of the member holding the office. It is also agreed that any pension or employee benefits may be continued as long as the applicable plans permit. However, such employees on leave must bear the total cost of such benefits.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01** The Union shall appoint a grievance committee and shall inform the Employer in writing of the name of the chairperson and the committee.
- 7.02** Both parties agree that it is in their best interests to deal with complaints and grievances as quickly as possible and, therefore, agree to abide by the following procedure.

- 7.02.1** When an employee feels that there has been a violation of this agreement by HRFÉ, the parties agree that a management and Union representative shall meet in an effort to resolve the matter prior to a grievance being filed.
- 7.02.2** The Employer must be informed of the alleged grievance, pursuant to 7.02.1 or 7.02.03, no later than twenty (20) working days of the employee becoming aware of the alleged violation.
- 7.02.3** **1st Step** - There shall be a meeting between the Union and the applicable manager within seven (7) working days of filing the grievance. Management will inform the Union of its position on the grievance within seven (7) working days following the meeting.
- 2nd Step** - If the 1st Step decision of management is not acceptable to the Union, then the Union shall inform management and refer the matter to the next level of management within seven (7) working days of the Union's receipt of the 1st Step reply. Management shall meet with the Union as soon as possible and provide its decision to the Union within seven (7) working days of the 2nd Step meeting.
- 3rd Step** - If the 2nd Step decision of management is not acceptable to the Union, then the Union shall inform management and refer the matter to the next level of management, the Chief Director of HRFÉ or Director of Real Property and Asset Management (RPAM), within seven (7) working days of the Union's receipt of the 2nd Step reply. Management shall meet with the Union as soon as possible and then provide its decision to the Union within seven (7) working days of the 3rd Step meeting.
- 7.03** If the 3rd Step response from management is not satisfactory to the Union, then notification of intent to proceed to Arbitration will be forwarded to management by the Union within fifteen (15) working days of receipt of management's 3rd Step reply.
- 7.03.1** Both sides have ten (10) days to agree upon an Arbitrator.
- 7.03.2** It is understood both parties agree to meet, upon request at any time prior to the arbitration date, to resolve the grievance.
- 7.04** All of the above procedures apply to management should management wish to file a grievance.

ARTICLE 8 - ARBITRATION

- 8.01** Arbitration proceedings shall be commenced within ten (10) days after notice of intention to arbitrate is given. A single Arbitrator shall be selected. The Employer and the Union shall jointly agree upon said Arbitrator within the said ten (10) days. In the event that the parties are unable to 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.
- 8.02** No person shall be appointed Arbitrator who:
- 8.02.1** Is acting or has within the period of six (6) months prior to the date of his/her appointment, is acting or has acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties; or
- 8.02.2** Has any pecuniary interest in the matters referred to him/her.
- 8.03** 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 Employer 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.
- 8.04** 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/her decision within ten (10) days of the receipt of his/her decision. Such

clarification by the Arbitrator shall not involve the presentation or consideration of evidence or hearing of argument from either party.

- 8.05** The expenses and remuneration of the Arbitrator shall be jointly and equally borne by the Employer and the Union. In the event one of the parties involved in the arbitration appeals the decision of the Judge/Arbitrator, the party which appeals the decision shall bear **full** cost, including all reasonable legal fees, of the appeal for both parties if the appeal is not successful.
- 8.06** At any Step of the grievance procedure or at the arbitration hearing, the parties shall have the assistance of the employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements shall be made to permit the conferring parties or the Arbitrator to have access to the Employer's premises to view any working condition(s) which may be relevant to the settlement of the grievance.

ARTICLE 9 - NORMAL HOURS OF WORK

- 9.01** Work schedules for operational employees shall be based on an average work week of forty-two (42) hours. Work schedules for non-operational employees shall be based on an average work week of forty (40) hours, not including time taken for lunch.
- 9.02** The normal work schedule for all operational employees on Platoons A, B, C, and D shall be twenty-four (24) hours on, starting at 0800, followed immediately by seventy-two (72) hours off. All operational employees on Platoon E shall work four (4) ten and one half (10.5) hour shifts beginning at 0700 and scheduled between Monday through Friday.
- 9.02.1** The normal work day for non-operational employees will start at 0700 Monday through Friday. Employees may work flex hours or compressed time if mutually agreed to by the Employer and the employee and shall not be unreasonably denied.
- 9.02.2** All operational personnel hired after June 1, 2004 will work a maximum of 42 hours per week and their schedule will be determined by management. Employees posted to Platoons A, B, C, or D, before June 1, 2004, shall not be assigned to Platoon E unless mutually agreed to between the Employer and the employee. Employees on Platoon E hired prior to June 1, 2004, that are posted to Platoons A, B, C, or D at any time, shall not be reassigned to Platoon E unless mutually agreed to between the Employer and the employee. For clarification, this article does not apply to Mechanics in Fleet Services.
- 9.03** Subject to Article 9.02.2, any change in the normal work schedule of an employee, shall require a minimum of forty five days (45) days prior notice.
- 9.04** Employees may exchange shifts with the approval of the Platoon Chief /District Chief and shall not be unreasonably denied.
- 9.05** Members are required to be in their work area and prepared to start promptly at 07:00 hours, or at their designated time as per schedule.

ARTICLE 10 - OVERTIME

- 10.01** For the purpose of this Article, overtime is defined as any time worked by an employee in addition to the employee's normal scheduled working hours.
- 10.02** The Employer agrees to maintain two (2) operational lists from which all employees shall be called to work overtime in their areas. The list shall be maintained in such a manner as to provide all employees equal opportunity to work overtime. All employees required to work overtime shall be given reasonable notice, except for emergency responses. It is understood that if an employee(s) with specific qualifications is/are required, then that employee(s) shall be called first.

- 10.03** All employees required to work call-back overtime shall receive a minimum of four (4) hours at the applicable rate. A “call-back” occurs when an employee is required to work at some time other than the employee’s regularly scheduled hours. Any change in the regular schedule which is done in accordance with this collective agreement is not a call-back. Additional time which is continuous with the employee’s regular hours, either before or after the employee’s regular shift, is overtime and not a call-back. When called back, overtime is deemed to commence at the time of reporting to the employee’s assigned work site or when reporting to the appropriate location where the employee retrieves his/her gear. Court time outside regularly scheduled hours shall be deemed a call-back.
- 10.04** All overtime shall be paid at the following rates:
- 10.04.1** Overtime for operational personnel will be paid at double time only in the following circumstances:
- (a) if called back to attend at an emergency, or
 - (b) if extending a regular shift by more than sixty (60) minutes, subject to article 30.06(5).
- 10.04.2** All overtime for operational personnel not paid at double time in accordance with article 10.04.1 will be paid at straight time.
- 10.04.3** If called back to attend at an emergency under 10.04.1(a), double time will only be paid on the portion of the time that the employee attends at the emergency. If an employee attends at an emergency for less than four hours, then the balance of the four hours will be paid at straight time.
- 10.04.4** If extending a regular shift for more than sixty (60) minutes, then the sixty (60) minutes shall be paid at straight time and double time shall commence at the end of the sixty (60) minute period, subject to article 30.06(5).
- 10.04.5** “Attend at an Emergency” means the period of time an employee is actively engaged in emergency/firefighting activities for the purpose of mitigating an incident.
- 10.04.6** During a declared Municipal or Provincial State of Emergency, the above rules regarding overtime will apply except that all employees above the normal complement would be considered “attending at an emergency” whether in a station or attending at an emergency.
- 10.04.7** All employees, regardless of rank or classification, who work overtime to sit on joint Union/Management committees, with the exception of the Labour Management Committee and the Joint Occupational Health and Safety Committee, shall be paid a flat rate of Twenty Dollars (\$20.00) per hour (rounded to the nearest quarter-hour) for all overtime worked in association with committee work approved by the Employer.
- 10.04.8** Overtime for non-operational personnel shall be paid at time-and-a-half.
- 10.05** Any overtime work performed for less than one (1) hour shall be computed in quarterly hour intervals.
- 10.06** Upon returning from an emergency scene while on overtime, overtime shall be continued where required for cleanup/report writing with the approval of the District Chief.
- 10.07** For the purposes of calculating the hourly rate for overtime, the employee’s annual salary will be divided by 2184 if working forty-two (42) hours per week, and by 2080 hours if working forty (40) hours per week.
- 10.08** When any employee is required to work overtime, such employee shall receive, at his option, either equivalent time off or payment for all such time worked in accordance with Article 10. The following procedure shall govern in the case of overtime worked by any employee.
- 10.08.1** Upon offer of any overtime, or within 48 hours thereafter, such employee shall indicate in writing whether he/she 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; such time off may be banked to a maximum of 96 hours.

- 10.08.2** Overtime for which the employee has elected to be paid shall be paid on the first available payday after submission of the approved overtime.
- 10.08.3** Where an employee requests time off in lieu of overtime worked, such time off shall be requested in advance. Such request for time off shall not be unreasonably denied.
- 10.08.4** An employee may, after banking overtime, elect to be paid any number of banked hours he/she wishes. Pay out shall be at the rate when earned and shall be made within the next pay period.
- 10.09** The Employer agrees that it will not reschedule time off or transfer employees between the operation division and support services division with a view to avoiding the payment of overtime.
- 10.10** When required, the Employer shall establish a Divisional standby list in order to have employees available for call-back. Employees shall place their names on the applicable list if they wish and will then be placed on a rotation so that all employees on the list have an equal opportunity to be on standby. Employees on standby shall be compensated at the rate of two (2) hours for each twenty-four (24) hours of standby.
- 10.11** In the event that no employees volunteer for standby, the Employer may rotate standby duty commencing with the junior employee.
- 10.12** Employees on standby shall be provided with a vehicle to be parked at a station approved by the Employer.

ARTICLE 11 - SENIORITY

- 11.01** Seniority means the length of an employee's service in the bargaining unit including periods of approved leave.
- 11.02** The Employer shall establish and maintain a seniority list, in rank order on the master list.
- 11.03** In the event that two (2) or more personnel are promoted on the same day, departmental seniority shall be the determining factor for placement on the master seniority list.
- 11.04** Daily Shifting: The following procedure shall be followed for the shifting of operational personnel on a daily basis to any station currently staffed by IAFF personnel:

Members on each platoon who are subject to daily shifting shall contact any of the stations to verify their next duty day's station assignment, prior to returning from any form of absence.

The Duty Platoon Chiefs and Acting Platoon Chiefs shall, other than in extenuating circumstances, ensure that the Duty Roster is finalized and/or e-mailed to all stations by 1700 hours on their respective duty shift. Members should not contact the stations prior to 1700 hours.

Duty Roster sheets shall be posted by station Officers in a prominent location and categorized by Platoon. This location should preferably be near a phone.

The Duty Platoon Chiefs or Acting Platoon Chiefs shall not be contacted for the above noted information unless it is absolutely necessary for verification of assignment.

In the event that revisions are made to the next day's Duty Roster after 1700 hours, the Duty Platoon Chief or Acting Platoon Chief shall ensure timely notification of all personnel affected. When daily shifting of personnel on duty is required, the most junior available person, based on operational requirements, shall be moved.

Members (excluding the Firefighter Engineer) shall reserve their seniority right to take daily shifts. It shall be the responsibility of senior members to review their platoon's next Duty Roster for any daily shifting

assignments they wish to take and to inform the Duty Platoon Chief or Acting Platoon Chief of their choice prior to 2000 hours so that the necessary notifications can be made.

- 11.05** All seniority lists will be provided to the Union on an annual basis.
- 11.06** Any employee who is permanently promoted to a HRFE position that is excluded from the Bargaining Unit shall retain his/her seniority in the Bargaining Unit for a period not to exceed eighteen (18) consecutive months from the date of appointment, provided he/she continues to pay his/her union dues. In the event that an employee returns to the Bargaining Unit during this eighteen (18) month period, there shall be no layoffs or demotions in the Bargaining Unit specifically related to the returning employee.
- 11.07** Any employee who has accepted a position in another business unit and/or bargaining unit within HRM shall retain his/her seniority in the Bargaining Unit for a period not to exceed twenty-four (24) consecutive months from the date the employee leaves his/her IAFF position provided the employee continues to pay his/her union dues.
- 11.08** No employee shall be assigned to work on special projects for more than twenty-four (24) consecutive months unless an extension is agreed to by the Employer and the Union. The Employer agrees to post all special projects for a minimum period of ten (10) consecutive calendar days.
- 11.09** Seniority shall be forfeited for the following reasons: dismissal, voluntarily leaving employment, retirement from HRFE. If an employee is subsequently re-employed who has lost his/her seniority, then he/she shall begin as a new employee.
- 11.10** Seniority shall continue to accrue while an employee is in receipt of LTD benefits, on-the-job injury leave, sick leave, maternity leave, parental leave, military leave or suspension.

ARTICLE 12 - JOB SECURITY

- 12.01** Should the Employer require a reduction in the work force, it shall give the Union six (6) months notice where possible. The Employer agrees to consult with the Union on the methods of reducing the work force of those employees hired after the signing of this Collective Agreement.
- 12.02** The Employer and the Union agree that should there be an auxiliary force established, members shall be in the Bargaining Unit. The Employer shall meet with the Union at least six (6) months in advance to negotiate terms and conditions.
- 12.03** In the event of a reduction in the workforce, the employee with the least amount of departmental seniority, with the exception of divisional employees with special skills specific to the position, as determined by the master seniority list referenced in article 11.02, shall be laid off first. On recall, the employee with the most seniority, with the exception of divisional employees with special skills specific to the position, shall be recalled first.

ARTICLE 13 - CONTRACTING OUT

- 13.01** For the purpose of this Agreement, "Contracting Out" occurs only when positions in the bargaining unit are eliminated as a result of a transfer of a bargaining unit function to a new Employer. Nothing in this article shall limit the Employer's right to contract out.
- 13.02** The Employer shall give the Union as much notice as reasonably possible when bargaining unit positions are intended to be contracted out.
- 13.03** Employees whose functions are contracted out and who do not exercise their bumping rights and who are not hired by the new Employer shall receive one month of severance for every completed year of service to a maximum of fifteen months.
- 13.04** Employees entitled to severance in 13.03 may opt for either of the following:

- 13.04.1 a lump sum severance payment, in which case employees would forego seniority and recall rights; or
- 13.04.2 payment of severance as salary continuance (with no continuation of any benefits), in which case employees would retain seniority and recall rights for the period of salary continuance.
- 13.05 Employees who commence re-employment before the expiry of the number of months calculated in 13.03 must receive approval from the Chief Director of Fire and Emergency and waive or reimburse the Employer any severance for the time remaining.
- 13.06 The severance in 13.03 includes all of the Employer's liabilities in relation to the **loss** of employment with the Employer as a result **of** the contracting out.

ARTICLE 14 - NON FIREFIGHTING WORK

- 14.01 For operational personnel, work other than normal station routines, *firefighting*, equipment and vehicle maintenance shall be voluntary.
- 14.02 For operational personnel, "firefighting" in 14.01 includes, but is not limited to any situation or activity that will mitigate danger to the public.
- 14.03 On duty employees shall be responsible for the cleaning and general maintenance of areas frequented by operational personnel.

ARTICLE 15 - CIVILIAN POSITIONS

- 15.01 In the event that any duties which are currently being performed by employees are transferred to civilian employees, then the Employer shall give voluntary recognition to the Union as the bargaining agent for such civilian employees and it shall be a condition of employment that all such civilian employees shall become and remain members in good standing with the Union.
- 15.02 The civilian employees referred to in article 15.01 shall have such working conditions and benefits as are negotiated by the Employer and the Union. In the event that the parties are unable to agree on the working conditions and benefits for such employees, then the matter shall be submitted to arbitration pursuant to the arbitration provisions of this agreement and the decision of the arbitrator shall be final and binding on all parties.

ARTICLE 16 - RIOT WORK

- 16.01 Unless otherwise compelled by law, employees shall not be required to do Riot Work.

ARTICLE 17 - MUTUAL AID

- 17.01 No member of the bargaining unit shall be required to cross a picket line of any municipality, village, federal agency, service commission or person outside of HRM's geographical boundaries which is involved in a legal strike or lockout of firefighters.

ARTICLE 18 - FIREFIGHTER ENGINEER

- 18.01 The Firefighter Engineer position shall be recognized as a rank. For the purpose of the rank of Firefighter Engineer and the position of Spare Firefighter Engineer there shall be two lists recognizing five platoons: A, B, C, D, and E.
- 18.02 The Firefighter Engineers and Spare Firefighter Engineers Lists that are in effect on the signing date of this collective agreement for every platoon shall remain in effect. The number of front line pieces of apparatus shall be determined by management. The number of firefighters assigned to the rank of Firefighter Engineer shall be equal to the number of pieces of front line apparatus and shall be done in accordance with article 18.05.

- 18.03** Seniority lists for Spare Firefighter Engineers shall remain in place on Platoons A, B, C, and D, and a new list shall be developed for Platoon E according to seniority.
- 18.04** Candidates who successfully complete the firefighter engineers training course shall have their names added to the Spare Firefighter Engineers List on their respective platoons. If two or more candidates are successful on the same day, and are on the same platoon, seniority shall determine their placement on the list.
- 18.05** Firefighter Engineers shall pick the front line apparatus they wish to operate on their respective platoons, according to seniority. When a permanent vacancy in the rank of Firefighter Engineer is to be filled, then a complete re-pick is to take place on the Platoon. The last position available shall be offered to the # 1 Spare Firefighter Engineer on the Platoon Spare Firefighter Engineers list, and so on down the list until the position is filled. If no Spare Firefighter Engineer accepts the position, the most junior Spare Firefighter Engineer shall be required to take the position.
- 18.06** Notwithstanding article 18.05, management reserves the right to settle an unresolvable dispute between a Station Officer and a Firefighter Engineer. In the event that the Firefighter Engineer is required to move, there will be a complete re-pick, which precludes them from choosing their present station.
- 18.07** If, at any time, a front line piece of apparatus is permanently removed from service and the number of front line pieces of apparatus is reduced, then a complete re-pick of apparatus shall take place as described in 18.05. The most junior Firefighter Engineers shall be placed at the top of the Spare Firefighter Engineers Lists on their respective platoons in order of seniority. They shall not lose the rank and/or benefits of the Firefighter Engineer position.
- 18.08** Spare Firefighter Engineers shall be assigned to a station and act in the rank of Firefighter Engineer as required. If two or more spare Firefighter Engineers are assigned to the same station, then seniority on their respective Platoon list shall determine who shall act.
- 18.09** Spare Firefighter Engineers shall act in the rank of Firefighter Engineer in their assigned stations at all times when the Firefighter Engineer is absent, with the sole exception being a shift exchange between one Firefighter Engineer and another.
- 18.10** If at any time, for any reason, a senior Spare Firefighter Engineer is shifted to a station where a junior Spare Firefighter Engineer is posted, then the junior Spare Firefighter Engineer shall have the first opportunity to act for that station's Firefighter Engineer.
- 18.11** It is the sole responsibility of all Spare Firefighter Engineers to ensure that they maintain the minimum qualifications necessary for the apparatus that they may be assigned to.
- 18.12** There shall be a Spare Firefighter Engineer assigned to each station where appropriate and when available.
- 18.13** Firefighter Engineers shall waive their right to daily shifting and must drive their assigned apparatus.
- 18.14** Firefighter Engineers shall receive 4% above their regular salary. Spare Firefighter Engineers shall receive two percent (2%) above their current salary for all hours worked as a result of being required to act in the full capacity of Firefighter Engineers.
- 18.15** If any ten and one half (10.5) hour station becomes recognized as a twenty-four (24) hour station during the term of this Collective Agreement, then the Firefighter Engineer in that station shall be placed on the Firefighter Engineer List, or Spare Firefighter Engineers List on the Platoon which places them closest to the average of their lowest through highest seniority ranking. A complete re-pick will be done on the platoons according to article 18.

ARTICLE 19 - CLOTHING

- 19.01** The Employer shall supply on an as required basis clothing as outlined in Appendix C attached hereto and shall form part of this Agreement.

- 19.02** Employees shall exchange items on a one-for-one basis except in cases where the Employee makes written application and said application is approved by the Employer.
- 19.03** Clothing, as listed in Appendix C, damaged, contaminated or destroyed in the line of duty shall be replaced as soon as possible.
- 19.04** Personal Protective Clothing shall meet or exceed the NFPA standards current at the time of purchase except where mutually agreed to between the Union and the Employer:
- 19.05** Employees shall receive an annual four hundred dollar (\$400.00) non-taxable Clothing Maintenance/Shoe/Boot Allowance, payable the first pay in June. This benefit is payable in 2004 and then shall be continued at the rate of \$200.00 in future years.
- 19.06** Bunker Gear shall be cleaned as required and at no cost to the employee.
- 19.07** A joint Labour Management committee will be established to review uniforms, badges and clothing in general.

ARTICLE 20 - USAR

- 20.01** All Local 268 members of USAR shall be covered by all terms and conditions of this collective agreement. In case of a deployment, all members so deployed shall be deemed to be on overtime commencing at the time of arrival at the USAR designated station.

ARTICLE 21 - PERSONNEL FILES

- 21.01** The Employer agrees that, upon advance request, employees shall have access to and copies of all information which comprises their personnel file.
- 21.02** An employee shall, in a timely manner, be given the opportunity to examine, comment, and sign any documentation expressing dissatisfaction with his/her performance or conduct. A copy of said documentation will be supplied on request.
- 21.03** All letters of warning, criticism or reprimand will be removed from the employee's personnel file after thirty-six (36) months provided no additional adverse reports are written within the thirty-six (36) month period.
- 21.04** The Employer agrees that, upon advance request, employees shall have access to and copies of all information which comprises their medical file, held by the Employer, their agents or contractors. All costs associated with accessing and providing the information will be the responsibility of the employee.

ARTICLE 22 - STATION SUPPLIES

- 22.01** The Employer agrees to provide and maintain refrigerators/freezers, electric ranges, dishwashers, microwaves, VCRs, and cover fifty percent of the cost of televisions. With respect to existing VCRs, the Employer agrees to replace VCRs with DVD players when VCRs cannot be repaired at a reasonable cost.

ARTICLE 23 - SAFETY COMMITTEE

- 23.01** The Employer shall establish and maintain a Joint Occupational Health and Safety Committee in accordance with the Nova Scotia Occupational Health & Safety Act.
- 23.02** The Committee will include a minimum of four (4) and a maximum of six (6) members of the Union, to be selected by the Union, and additional members from other bargaining units, as well as an equal number, if desired, of non-bargaining unit personnel to be selected by the Employer. It is expected that the minimum term for membership on this committee will be two (2) years.

- 23.02.1** Employees will be paid their regular hourly rate for time spent at Joint Occupational Health and Safety Committee meetings.
- 23.03** The Committee shall forward all recommendations to the Chief Director in a timely manner.
- 23.04** If the Chief Director fails to act to the satisfaction of the Committee on any recommendation within a reasonable period, then the recommendations shall be submitted to the Department of Labour for binding resolution.

ARTICLE 24 - MEDICAL PERSONNEL AT EMERGENCY SCENE

- 24.01** The Employer agrees that, whenever possible, an ambulance with trained medical personnel and life support equipment shall be present at the scene of all working fires and/or suit-up operations involving dangerous goods.

ARTICLE 25 - RELIEF AT EMERGENCY

- 25.01** The Employer agrees that it has the responsibility to, where required, provide relief and rehabilitation of personnel at any emergency scene and at any other alarm which, because of its nature or extreme weather conditions, dictates such relief and rehabilitation.
- 25.02** If employees covered by this Agreement are required to work at an emergency scene for four (4) hours or more over a meal period or as determined by the District Chief, Chief Officer or designate, then they shall receive a meal. If employees covered by this Agreement are required to work at an emergency scene for four (4) hours or more not over a meal period or as determined by the District Chief, Chief Officer or designate, then they shall receive supplemental nutrition. In providing said meals or supplemental nutrition, the Employer shall consider recommendations regarding meal content from the Wellness and Fitness Committee.

ARTICLE 26 - DEPLOYMENT

- 26.01** When on duty personnel are available, the Employer shall make every reasonable attempt to staff apparatus at the rate of:
- 4 personnel per Engine
 - 4 personnel per Quint while being used as a Quint or Engine
 - 2 personnel per Quint while being used as an Aerial
 - 2 personnel per Aerial Device
 - 2 personnel per Tactical Support Unit
 - 2 personnel per Rescue Unit
 - 2 personnel per Tanker
- 26.02** The Employer agrees to maintain the employment of all employees who are employed with the Department at the time of signing this agreement, and who are members of the Union, for the duration of this Collective Agreement, except termination for just cause.

ARTICLE 27 - SICK LEAVE

- 27.01** Sick leave means the time the employee is absent during normal working hours with full pay because he/she is sick or disabled, confined by Doctor's orders due to exposure to a contagious disease, or under treatment by a physician, or dentist.
- 27.02** If requested by the Employer, employees claiming sick shall submit to appropriate examinations by physicians appointed by the Employer. Such physicians shall report to the Employer only on the employee's ability to report for work and to perform the required work. The Employer may require employees on sick leave to be approved for full operational duties by a physician appointed by the Employer before returning for duty. The Employer shall pay for all

medical expenses not covered under the employee's medical plan for any examinations, tests as directed by the Employer. With respect to injury and sickness, the availability of suitable alternative duties will be determined by the Employer in consultation with the employee and health professionals.

- 27.03** Employees shall accumulate sick leave at a rate of (twelve) 12 hours per month to a maximum of 1200 hours.
- 27.04** Employees on leave, during which they accrue seniority, shall accrue sick leave. Employees who are off longer than twelve (12) months shall not accrue sick leave commencing at the end of said twelve (12) months.
- 27.05** In the event an employee becomes injured off the job and does not have sufficient sick leave credits to carry him/her through the waiting period for LTD, the Employer agrees to advance any necessary sick leave credits to bridge the employee until he/she is in receipt of LTD benefits, provided that LTD is applied for in a timely manner. In no case shall the bridging go beyond 120 days from the first day of absence. Any advanced sick leave credits shall be repaid upon the employee's return to work at the rate of fifty percent (50%) of sick leave earned. If an employee has not paid back the advanced sick leave credits by the time she/he ceases employment with HRFE, then the Employer will deduct the value of the outstanding advance from any monies owed, other than pension, to the employee.

ARTICLE 28 - WELLNESS AND FITNESS

- 28.01** The Employer and the Union recognize the importance of a program to maintain fit, healthy, capable members throughout their career and agree to implement, over time, a mutually agreed to health and wellness program,
- 28.02** It is also jointly recognized that any such program shall be positive, not punitive in design; allow for age and position within the Department; allow for on-duty time participation utilizing facilities provided or arranged by the Employer; provide for rehabilitation and remedial support for those in need; and be reasonable and equitable to all participants.
- 28.03** To achieve such a program, a Joint Labour Management Wellness and Fitness Committee shall be maintained. The Committee shall consist of two (2) representatives from the Employer and two (2) representatives from the Union.

ARTICLE 29 - PREGNANCY AND PARENTAL LEAVE

29.01 PREGNANCY LEAVE

- 29.01.1** Pregnancy leave shall be considered as a right for all employees. Employees shall be granted pregnancy leave in accordance with the provisions of this collective agreement unless increased or better leave or benefits are provided by the provisions the *Labour Standards Code* of the Province of Nova Scotia.
- 29.01.2** Pregnancy leave shall be deemed to be continuous employment for the accrual of seniority, service, vacation and sick leave. Vacation entitlements will not be prorated under Article 31 during the vacation year(s) when pregnancy leave is taken. Employees on pregnancy leave retain their seniority rights while on leave.
- 29.01.3** Upon the request of the employee and presentation of a certificate by the employee's legally qualified medical doctor stating that the employee is pregnant and specifying the date upon which delivery is expected, the employee may, at her option, commence pregnancy leave at any time during a period which commences sixteen (16) weeks before the expected date of delivery and which ends on the actual date of delivery. When possible, the employee shall provide four (4) weeks notice prior to the expected leave date.
- 29.01.4** Notwithstanding Article 29.01.3, the Employer may require that an employee begin a leave of absence earlier than the time set out therein if the employee cannot reasonably perform her duties or if the employee's work is materially affected by her pregnancy.
- 29.01.5** The employee shall make arrangements with the Employer to deduct all benefit contributions for which the employee is responsible, and which the employee must or chooses to continue, covering the period of the employee's leave from the employee's pays prior to the commencement of the leave or the employee may pay by cash or cheque in advance

of or during the leave. The Employer will pay all contributions to the Pension Plan covering the employee's period of leave and will collect the employee's share of the contributions from her after her return to work.

- 29.01.6** Pregnancy, in itself, is not a sickness for the purposes of the sick leave provisions of this collective agreement, however, sickness arising as a result of pregnancy or during pregnancy is a sickness for all purposes of this collective agreement.
- 29.01.7** Where working conditions may be hazardous to the fetus or the pregnant employee, the Employer shall endeavour to provide alternative safe employment at no reduction in pay or benefits for the period of the pregnancy. Should the Employer be unable to provide such safe alternative employment the employee shall be granted an unpaid leave of absence until the birth of the child.
- 29.01.8** Subject to Article 29.01.1, pregnancy leave shall be, at the choice of the employee, up to seventeen (17) weeks duration and shall end not sooner than one (1) week after the actual date of delivery and not later than seventeen (17) weeks after the pregnancy leave began.
- 29.01.9** An employee returning from pregnancy leave shall retain her rights as outlined in this Collective Agreement.
- 29.01.10** Pregnancy Leave Allowance

(i) An employee entitled to pregnancy leave under the provisions of this collective agreement and who provides the Employer with proof that she has applied for and is entitled to receive Employment Insurance benefits pursuant to the Employment Insurance Act, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit (SUB) provisions of the Act and the following subsections:

(ii) With respect to the period of pregnancy leave, payments made in accordance with the SUB plan will consist of the following:

(1) Where the employee is subject to a waiting period of two (2) weeks before receiving EI benefits, payments equivalent to seventy-five percent (75%) of her weekly rate of pay, less applicable deductions, for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period.

(2) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the weekly EI benefit the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less applicable deductions, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI benefits to which an employee would have been eligible if no other earnings had been received during the period.

(iii) For the purpose of this allowance, an employee's weekly rate of pay will be one-half (½) of the bi-weekly rate of pay to which the employee is entitled for her classification on the date immediately preceding the commencement of her pregnancy leave.

(iv) Where the employee becomes eligible for a negotiated pay increase during the benefit period, benefits under the SUB will be adjusted accordingly.

(v) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources Development Canada or other government agency, where such remittance is required under the provisions of the Employment Insurance Act due to the employee's annual income.

(vi) Pregnancy Allowance provisions take effect on the signing date of this collective agreement for employees who begin their pregnancy leave on or after that date.

29.02 PARENTAL LEAVE

- 29.02.1 Parental leave shall be considered as a right for all employees. Employees shall be granted parental leave in accordance with the provisions of this collective agreement unless increased or better leave or benefits are provided by the provisions the *Labour Standards Code* of the Province of Nova Scotia.
- 29.02.2 Parental leave shall be deemed to be continuous employment for the accrual of seniority, service, vacation and sick leave. Vacation entitlements will not be prorated under Article 31 during the vacation year(s) when parental leave of thirty-five (35) weeks or less is taken. Employees on parental leave retain their seniority rights.
- 29.02.3 An employee who becomes a parent through the birth of a child or the placement of a child in the care of the employee for the purpose of adoption pursuant to the laws of the province or through guardianship is entitled to an unpaid leave of absence of, at the employee's choice, up to thirty-five (35) weeks or, in the case of adoption, any longer period required by the adoption agency or the province. The employee shall endeavour to provide reasonable notice to the Employer of the date on which she/he intends to start the leave and the date on which she/he intends to return, provided that if circumstances beyond the control of the employee dictate a change to those dates, she/he shall advise the Employer of the changed dates as soon as reasonably possible.
- 29.02.4 In the case of a new born child, an employee may begin parental leave anytime following the birth of a child provided that the leave shall end thirty-five (35) weeks following its commencement or fifty-two (52) weeks after the birth of the child, whichever is earlier. This leave will be uninterrupted. In the case of the adoption of a child or guardianship, the employee may begin parental leave, at the employee's option, at any time required by the adoption agency or upon arrival of the child in the employee's home, provided that the leave shall end at the end of the time required by the adoption agency or fifty-two (52) weeks after the leave began, which ever is earlier, provided that the employee is entitled to a minimum amount of up to thirty-five (35) uninterrupted weeks leave.
- 29.02.5 Notwithstanding the foregoing, where an employee has begun parental leave and the child to whom parental leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the employee is entitled to return to and resume work in her/his position and defer the unused portion of the parental leave until the child is discharged from hospital. An employee is entitled to only one (1) interruption and deferral of each parental leave.
- 29.02.6 The employee shall make arrangements with the Employer to deduct all benefit contributions for which the employee is responsible, and which the employee must or chooses to continue, covering the period of the employee's leave from the employee's pays prior to the commencement of the leave or the employee may pay by cash or cheque in advance of or during the leave. The Employer will pay all contributions to the Pension Plan covering the employee's period of leave and will collect the employee's share of the contributions from the employee after her/his return to work.
- 29.02.7 An employee returning from parental leave shall retain her/his rights as outlined in this Collective Agreement.
- 29.02.8 Leave for Adoption Allowance
- (i) An employee entitled to leave under this Agreement by becoming a parent through the placement of a child in the care of the employee for the purpose of adoption pursuant to the laws of the province, who provides the Employer with proof that she/he has applied for, and is eligible to receive employment EI benefits pursuant to the Employment Insurance Act shall be paid an allowance in accordance with the Supplementary Unemployment Benefit (S.U.B.) Plan and the following subsections:
- (ii) With respect to the period of adoption leave, payments made according to the SUB Plan will consist of the following:
- (1) Where the employee is subject to a waiting period of two (2) weeks before receiving EI benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay, less applicable deductions, for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period.

(2) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly EI benefit the employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less applicable deductions, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI. benefits to which the employee would have been eligible if no other earnings had been received during the period.

(iii) For the purpose of this allowance an employee's weekly rate of pay will be one-half (½) of the bi-weekly rate of pay to which the employee is entitled for her classification on the date immediately preceding the commencement of her Leave for Adoption.

(iv) Where the employee becomes eligible for a negotiated pay increase during the benefit period, benefits under the SUB will be adjusted accordingly.

(v) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources Development Canada or other government agency, where such remittance is required under the provisions of the Employment Insurance Act due to the employee's annual income.

(vi) Leave for Adoption Allowance provisions take effect on the signing date of this collective agreement and for employees who begin their leave for adoption on or after that date.

ARTICLE 30 - SPECIAL LEAVE

BEREAVEMENT LEAVE

30.01 If a death occurs to any one or more members of an employee's "immediate family", then such employee shall be granted bereavement leave with pay for a period of two (2) consecutive twenty-four (24) hour shifts in the case of those employees working on platoons A, B, C, or D. All other employees shall be granted seven (7) consecutive calendar days off. These shifts or days shall be immediately following the death but one or more days or shifts may be taken later to include the day of the funeral. It is explicitly understood that when a death occurs during Vacation leave, or any other type of leave, the employee does not have the right to be reimbursed for the loss of the leave as a result of a death in the family.

30.01.1 Should the death occur as referenced in 30.02 while the member is on duty, the member shall be granted leave from duty and such leave shall not be considered as part of bereavement leave.

30.02 "Immediate family" means an employee's husband, wife, common law or same sex partner, (provided one can demonstrate a relationship exists that would be similar to a common law relationship), child(ren), parent(s), sibling(s), parent(s) in-law, grandparent(s), and grandchild(ren). For the purposes of this Article:

- (i) Child includes all child-parent relationships including, biological child, step-child, adopted child, foster child, and ward.
- (ii) Parent includes all parent-child relationships including, biological parent, step-parent, adoptive parent, foster parent, and guardian.
- (iii) Sibling includes all sibling relationships including, biological sibling, step-sibling, sibling by adoption, foster sibling, and any other person who has a common parent with the employee.
- (iv) Grandparent includes, in the same manner, the parent of an employee's parent.
- (v) Grandchild includes, in the same manner, the child of an employee's child.

30.03 One day's/shift compassionate leave with pay shall be granted to an employee for the purpose of attending the funeral of a grandparent-in-law, sister-in-law, brother-in-law, aunt or uncle, nieces or nephews provided that such day is a normal working day. It is explicitly understood that when a death occurs during Vacation leave, or any other type of leave, the employee does not have the right to be reimbursed for the loss of the leave as a result of a death in the family.

30.04 In the event that some additional time is required for compassionate purposes, an employee may request additional days of leave and such additional days of leave may be granted by the Chief Director or his designate.

30.05 Upon application and with advance notice, the Employer may grant the employee permission to use TOIL or vacation in the event of the death of a close friend or relative for which no other compassionate leave is provided.

FAMILY LEAVE

30.06 HRFE acknowledges that employees may require time off to respond to the following short-term, unforeseen emergency family situations:

- (1) The delivery of a baby by a partner/spouse.
- (2) Illness or injury to a family member that requires immediate supervision and care by a parent, duration not to exceed 24 hours.
- (3) Medical problems or an accident requiring immediate hospitalization of a spouse, father, mother, father-in-law, mother-in-law, or child (all relations as defined in article 30.02), duration not to exceed 24 hours.
- (4) An emergency requiring immediate attention at the primary place of residence or immediately threatening personal belongings.
- (5) Any unforeseen lack of child-care that requires the employee's immediate attention, up to a maximum of two hours. Time worked to cover family leave time referenced in article 30.06(5) shall not result in overtime paid at double time. Furthermore, time required in this category that exceeds two hours would be required to be taken from TOIL time or vacation.

30.06.1 In order to take family leave, employees must have the leave approved by their direct supervisor. Such leave is intended to give employees adequate time to bring the emergency under control. Employees will be in contact with their direct supervisor at least every four hours for further approval of family leave.

VOTING LEAVE

30.07 Employees are required to make every effort to make use of advance polls for municipal, provincial and federal elections so as to be able to vote on their day off. Those employees who must vote during working hours will be granted sufficient time to do so in accordance with applicable legislation.

CHIEF DIRECTOR'S LEAVE

30.08 The Chief Director or his/her designate may grant paid or unpaid leave to any employee suffering from a terminal illness once his/her individual sick leave has been exhausted, or for any other reason in addition to the referenced leaves outlined in Article 30. The decision of the Chief Director or his/her designate under this article is final, binding and non-arbitrable.

TOIL

30.09 Where an employee requests time off in lieu of overtime worked (TOIL), it shall be utilized in the following manner;

- (1) TOIL will be taken in a minimum of four (4) hour blocks, unless approved by the Platoon Chief or other Management person.
- (2) A member may transfer banked TOIL time to another member of like qualifications in exchange for a shift worked.
- (3) TOIL for Platoon E will be granted on a platoon wide basis.
- (4) A Maximum of 20% of the Platoon is allowed off at one time. This is a total of both vacation (as allowed for in article 3 1.04.3) and TOIL time.
- (5) The selection as to who receives TOIL will be made by the Platoon Chief at 12:00hrs four (4) shifts or Seven (7) working days (non-shift personnel) before the date in question, and shall be based on seniority of those who have requested the day previous to that date.

ARTICLE 31 - VACATIONS AND HOLIDAYS

- 31.01** All employees covered by this Agreement shall be granted annual vacation with pay according to their work division and date of hire as described below and as outlined in Schedules A, B, C and D attached.
- (1) Operational Employees who work a Continuous Shift Rotation hired before June 1, 2004 (see Schedule A);
 - (2) Operational Employees who work day work hired before June 1, 2004 (see Schedule B);
 - (3) Non-Operational Employees hired before June 1, 2004 (see Schedule C);
 - (4) Operational Employees hired on or after June 1, 2004 (see Schedule D);
 - (5) Non-Operational Employees other than Logistics and Mechanical, hired on or after June 1, 2004 (see Schedule D); and
 - (6) Logistics and Mechanical employees regardless of hire date (see Schedule C).
- 31.01.1** Vacation entitlements are based on the full calendar year. Members select their vacation before it is earned; however, if employment is terminated and more vacation has been taken than earned, then the Employer will deduct the value of the vacation taken but not earned from any monies owed to the employee other than pension.
- 31.01.2** During the first partial calendar year of employment, all employees shall receive 4% of their wages in lieu of paid vacation leave which shall be paid to the employee on or before the first pay period in November of that first partial year.
- 31.02** The holidays designated for all employees are:
- (i) New Year's Day
 - (ii) Good Friday
 - (iii) Easter Monday
 - (iv) Victoria Day
 - (v) Canada Day
 - (vi) Civic Holiday
 - (vii) Labour Day
 - (viii) Thanksgiving Day
 - (ix) Remembrance Day
 - (x) Christmas Day, and
 - (xi) Boxing Day
- 31.02.1** Time off in lieu of designated holidays shall be granted to all operational employees who work a continuous shift rotation and are not entitled to the holiday off with pay. The time off in lieu of holidays shall be 72 hours which is to be added to employees' vacation entitlement.
- 31.02.2** Notwithstanding article 31.02.1, operational employees who work a continuous shift rotation, who were hired on or after June 1, 2004, shall receive time off in lieu of holidays at the rate of six (6) hours for each month of completed service during the first partial calendar of employment.
- 31.02.3** For clarification, a "continuous shift rotation" is a shift pattern that includes any Saturday and/or Sunday as normal hours of work as referenced in article 9.
- 31.03** Operational employees who do not work a continuous shift rotation and non-operational employees shall be granted the designated holiday off with pay on the actual day of the holiday or be granted time off in lieu of the holiday if the designated holiday falls on a day of rest. Operational employees who do not work a continuous shift rotation, who are required to work a holiday pursuant to their normal hours of work, will be granted time off in lieu of the holiday.

- 31.04** Vacation selection shall be based on an employee's seniority in the bargaining unit. The vacation year is defined as January 1 to December 31 inclusive.
- 31.04.1** All employees shall submit their vacation requests to the Chief Director or his designate by January 15 of every year for final approval. All employees must submit requests for their full vacation entitlement unless they have received approval to carry vacation forward as outlined in article 31.05.
- 31.04.2** Notwithstanding article 31.04.1, every Platoon, including officers, shall select vacation as individual groups in November of every year. At the November vacation picks, members will pick their full vacation entitlement for the next year unless they have received approval to carry vacation forward as outlined in article 31.05. The vacation slots will be filled. The Union will coordinate the November pick and then submit all vacation requests to the Chief Director or his designate by January 15 of every year for final approval.
- 31.04.3** 16% of the Platoon complement will be allowed off on vacation at any given time. The 16% may be exceeded with the approval of the Chief Director or his designate.
- 31.04.4** All operational employees who do not work a continuous shift rotation and non-operational employees shall pick vacations by seniority within their own divisions/districts.
- 31.05** Any employee who wishes to carry forward vacation must first obtain the approval of the Chief Director or his designate.
- 31.05.1** Any and all vacation that is approved for carry forward must be used before March 31 of the calendar year immediately after the year in which the vacation was earned. Furthermore, vacation carried forward shall not affect regular vacation scheduling.
- 31.06** Subject to the Chief Director's or his designate's approval, employees shall not lose vacation time and/or time off in lieu of designated holidays which was previously selected and approved, but not taken due to a job injury, being on LTD, hospitalization and/or recuperation from hospitalization, surgery and/or recuperation from surgery. In the event that this occurs, employees must submit proper documentation to the Chief Director or his designate to apply for reinstatement of vacation time and/or time off in lieu of designated holidays which was not taken.
- 31.06.1** Employees who are off work longer than six (6) months shall cease earning vacation commencing at the end of said six (6) months until they return to work.
- 31.07** In cases of unexpected immediate personal circumstances, the, District Chief, District/Divisional Captain, or Manager or of that employee may grant a request from an employee to select a day off and have such day charged to the employee's vacation and/or time off in lieu of holidays. Such requests may be granted subject to operational requirements.
- 31.08** HRFES will not require an employee to report to duty after he/she has commenced vacation leave or cancel an employee's vacation once it has been approved unless the Chief Director or his designate determines it is necessary to do so as a last resort in order to respond to extreme and unusual operational demands.
- 31.08.1** If an employee is required to report to duty once he/she has commenced approved vacation leave, then he/she shall be paid the applicable overtime rate in accordance with article 10, as well as be reimbursed for reasonable expenses, including costs associated with pre-purchased travel arrangements. However, if an employee's pre-approved vacation is cancelled in advance, then he/she will be reimbursed for reasonable expenses but shall not be entitled to overtime.
- 31.08.2** A period of vacation leave displaced as a result of an employee being required to report to duty once he/she has commenced vacation leave, as well as reasonable transportation time associated with reporting to duty, shall either be immediately added to an employee's vacation period, if requested and approved by HRFES, or reinstated for use at a later date in accordance with article 31.04. A period of vacation leave cancelled in advance shall be reinstated for use at a later date in accordance with article 31.04.

- 31.09** During their 20th calendar year or thereafter, members may request a payout of 42 hours or less of vacation. Members must submit written requests for such a payout between November 1 and November 15 in the year preceding the payout so that the period of vacation requested for pay-out is available for picking in accordance with article 31.04. When so requested, vacation pay-out shall be received by the member no later than the first pay in December in the following year.
- 31.10** As Appendices A, B, C, and D do not specify vacation entitlement beyond the year 2016 for employees hired on or after June 1, 2004, the parties wish to establish a base entitlement for the entire length of those employees' careers. The base entitlement shall be the entitlement noted for employees hired on or after June 1, 2004 for the first to ninth full calendar year. Then, in employees' tenth (10th) full calendar year of employment, the base entitlement shall revert to the entitlement for employees hired before June 1, 2004. This article has no impact on entitlement during the term of this agreement, but assists in negotiations upon the expiry of this collective agreement. In addition, this article may be applicable if this collective agreement is extended for negotiations beyond May 31, 2016.

ARTICLE 32 - MEDICAL AND BENEFIT

HEALTH AND INSURANCE BENEFITS

- 32.01** The members of the bargaining unit will only be eligible to participate in the group benefits plans established by the Union. The plans cover Basic AD&D, Basic Life and Dependant Life, L.T.D., Supplementary Health, and Dental. The Employer will forward to the agent of the Union on the Union's behalf a lump sum amount, to be paid in monthly installments, equivalent to one point nine three percent (1.93%) of the total bargaining unit base salary as determined on November 1st of each year of the collective agreement plus six-hundred and twenty-nine dollars and twenty cents (\$629.20) per IAFF member with family health or dental coverage and two hundred and fifty-one dollars and sixty-eight cents (\$251.68) per IAFF member with single health or dental coverage. This is the maximum amount payable by the Employer to the fund of the Union. In no case shall the Employer contribute more than fifty percent (50%) of the total actual annual cost of the Union plans, excluding reserves. Any overpayment shall be refunded to the Employer by the Union as per Letter of Agreement.
- 32.02** The Employer must have access to the financial details of the plan to which it contributes. This would include the master contract, the carriers' annual renewal reports showing details of claims, administration expenses (inclusive of claims administration, general administration, premium tax and commissions), and reserves.
- 32.03** In the event that coverage for the Union ceases for any reason, a re-entry to the group plan of the Employer will be subject to the terms and conditions as established by the Employer.
- 32.04** Retirement benefits for employees who retire on or after the implementation of the Union plan is the responsibility of the Union. The Halifax Regional Municipality does not cost share any group health or insurance benefits for retirees.
- 32.05** The Union will administer its own plan. The Employer will no longer provide any administrative services other than making appropriate payroll deductions as advised by the Union or its agent.

ON THE JOB INJURIES

- 32.06** The Union will put in place coverage for occupational injuries and will confirm the details in writing.
- 32.07** On a monthly basis, the Employer shall forward to the agent, on the Union's behalf, a payment based on \$2.57 per \$100.00 of WCB assessable payroll. Payment of this amount is the Employer's total liability with regard to occupational injury or illness which would otherwise be covered under the Workers' Compensation Act as amended from time to time.
- 32.08** If requested by the Employer, employees on injury leave will submit to appropriate examinations by physicians appointed by the Employer. Such physicians will only report to the Employer on the employee's ability to perform the job. The Employer may require employees on injury leave to be approved for full fire service duties by a physician appointed by the Employer before returning to duty.

- 32.09** The Employer will have the ability to provide, to the insurance carrier, information which it feels is relevant to each claim.
- 32.10** Employees will not pursue any civil action against the Employer and the employees will hold the Employer harmless for any injury or illness received on duty which would otherwise be covered under the Workers' Compensation Act, as amended from time to time. This shall be an exclusive remedy and shall be in full and final satisfaction of any claim which they may have against HRM or its employees, either during the IAFF member's employment or afterward with respect to the injury.
- 32.11** If an employee should lose time as the result of a bona fide injury while on duty or in the execution of firefighting duties, then the time lost shall not be considered as part of their sick leave.
- 32.12** It is agreed that in the event of a Mass Casualty incident which results in the death or serious injury of on-duty members of Local 268, the Employer shall be responsible for covering any resulting percentage increases for medical benefits directly attributed to the event. These costs shall be over and above those agreed to in the collective agreement under Medical and Benefits. The Union shall be responsible for providing the documentation supporting this claim and it is agreed that these costs shall be covered for two (2) years following the increase.
- 32.12.1** A "Mass Casualty" for the terms of this article shall mean injuries, which occur as a result of an incident, totalling no less than five (5) IAFF members; deaths which occur as a result of an incident, either immediately or at a later date, totalling no less than three (3) IAFF members; or a combination of casualties and injuries which occur as a result of an incident, totalling no less than four (4) IAFF members.

ARTICLE 33 - LINE OF DUTY DEATH - SURVIVORS' BENEFITS

- 33.01** In the event of the death of an employee as a result of injuries received while carrying out his/her duties, his/her surviving spouse shall receive seventy percent (70%) of the annual salary that the employee would have received if he/she were still alive and still holding the same rank as he/she had at the time of his/her death. Therefore, the employee's surviving spouse shall receive seventy percent (70%) of any pay increases applied to the deceased employee's rank after his/her death. The employer will presume cancer deaths are in the line of duty in the same manner as WCB as those regulations and guidelines change from time to time.
- 33.02** Notwithstanding article 33.01, any amount received by the employee's surviving spouse under this article shall be reduced by the amount received under CPP, Occupational Injury Insurance and Pension, excluding lump sum insurance payments.
- 33.03** The employee's surviving spouse shall receive the survivor's benefit until death. If there is no surviving spouse then a child or children shall receive the survivor's benefit until they reach twenty-five (25) years of age.
- 33.04** The Employer agrees to pay all reasonable funeral expenses, up to fifteen thousand dollars (\$15,000.00), for all IAFF members of the Fire Department who die while on duty, or who die at any time subsequent to injuries sustained while on duty, or as a result of executing firefighting duties.
- 33.04.1** The Employer agrees to pay all costs for returning the remains of any IAFF member who dies while performing their duty at an approved incident, or training, while outside the Province of Nova Scotia.

ARTICLE 34 - PRE-RETIREMENT

- 34.01** After ten years of continuous service and upon retirement or death, employees shall be entitled to paid leave for the period immediately prior to retirement, calculated on the basis of three (3) calendar days per year, up to a maximum of ninety (90) calendar days, or calculated on the basis of fifty percent (50%) of sick leave entitlement, whichever is greater.

- 34.02** 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 period worked. Where the lump sum option is selected, this amount shall be paid at retirement and shall not affect pension amounts.

ARTICLE 35 - PENSION PLAN

- 35.01** HRM recognizes on April 1, 1996, the pension plans of the City of Halifax, City of Dartmouth, the Town of Bedford, the Halifax County Municipality and the Metropolitan Authority were consolidated into one plan known as the HRM Plan.
- 35.02** Subject to the HRM Pension Plan provisions, all employee shall be provided the benefits elected under the new HRM Plan in accordance with the plan provisions.
- 35.03** In accordance with the HRM Pension plan rules and eligibility, all new employees shall become members of the HRM Plan.
- 35.04** HRM agrees that there will be no amendment to any Pension Plan which alters the pension benefits or contribution levels for any member of the bargaining unit without the consent of the Union. However the parties agree that a change in benefit levels and contribution levels may be necessary, from time to time, to meet the Plan finding Changes. The parties agree that the contribution levels shall be adjusted to meet the Plan funding requirements is such amounts as determined by the pension committee in consultation with the plan actuary and paid in accordance with their respective plan or plans, in which case the consent of the Union is not necessary.

ARTICLE 36 - LEAVE OF ABSENCE WITHOUT PAY

- 36.01** Subject to the operational requirements of the Department, the Employer, at the discretion of the Chief Director or his/her designate, may grant a leave of absence without pay to an employee who applies for leave from HRFE for reasons including study, research, travel, and attendance to personal affairs.
- 36.01.1** Any employee who has been granted a leave of absence without pay in accordance with this article shall retain his/her seniority in the Bargaining Unit for a period not to exceed twenty-four (24) consecutive months from the date the leave of absence commenced, provided the employee continues to pay his/her union dues.
- 36.02** An application for leave of absence without pay shall be submitted to the Employer three (3) months, when possible, prior to the commencement of the leave. Such leave shall be granted or denied no less than one month before the leave is scheduled to commence.
- 36.03** Upon return from a leave of absence, the employee shall be reinstated to the position held by him/her immediately prior to going on leave of absence subject to being able to meet any new requirements of the position within a reasonable period of time. There shall be no overtime cost to the Employer as it relates to this article.
- 36.04** A leave of absence pursuant to this article shall be without pay, however, 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 full cost of such benefits.
- 36.05** Conditional on an employee being responsible for providing his replacement, the Employer agrees to grant a leave of absence with pay to any employee who attains an I.A.F.F. Fifteenth (15th) District Vice President office or acts in that capacity.

ARTICLE 37 - DEFERRED SALARY LEAVE PLAN

- 37.01** The Employer shall allow employees with five (5) years, or more, service with the Employer to take a one year leave of absence financed by the employee by deferral of salary. Employees must make written application to the Employer six (6) months before the deferral is to commence, requesting permission to participate in the plan. Written acceptance, or denial, of the employee's request, with an explanation, shall be forwarded to the employee no later

than one (1) month from the date of written application. Approval of individual requests to participate in the plan shall rest solely with the Employer. Refusal by the Employer to approve an application shall be final and non-grievable.

- 37.02** The payments of salary, benefits, and the timing of the one year leave of absence shall be as follows:
- 37.02.1** in each year of the plan preceding the year of the leave, an employee shall be paid a reduced percentage of his/her applicable annual salary. The remaining percentage of annual salary shall be deferred and this accumulated amount, plus interest earned, shall be retained by the Employer and paid to the employee during his year of leave,
- 37.02.2** the percentage of annual salary deferred in any one (1) year shall not be less than five (5) percent,
- 37.02.3** the calculation of interest under this plan shall be done monthly, not in advance. The interest paid shall be calculated by averaging the interest rates in effect on the last day of each month of a true savings account, a one (1) year term deposit, a three (3) year term deposit, and a five (5) year term deposit. The rates for each of the accounts identified shall be those quoted by the main branch in Nova Scotia with which the Employer deals. Interest shall be calculated as above and credited to the employees account on the day prior to each of the regular pay dates of the employee.
- 37.03** While an employee is enrolled in the plan and not on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received had he/she not been enrolled in the plan.
- 37.04** An employees benefits shall be maintained during his/her leave of absence, however, the premium costs of all benefits shall be paid by the employee during the year of leave. While on leave, any benefits tied to salary shall be structured according to the salary the employee would have received in the year prior to taking the leave had he/she not been enrolled in the plan
- 37.05** Sick leave credits shall not accumulate, and cannot be used during the year spent on leave.
- 37.06** Pension deductions shall be continued during the year spent on leave. The year of leave shall be a year of pensionable service, and firefighting service. Pension deductions shall be made on the salary the employee would have received had he/she not entered the plan or gone on leave.
- 37.07** Upon return from leave, the employee shall be assigned to his/her same position prior to the leave, supervisory position, or if due to departmental downsizing the employees position no longer exists, the employee shall be governed by the appropriate terms of this Agreement.
- 37.08** An employee may withdraw from the plan three (3) months prior to which the leave is to commence. The Employer shall respond to the employee within one (1) month of the employees application to withdraw.
- 37.09** If the employee withdraws from the plan he/she shall be paid one lump sum adjustment equal to any monies deferred plus interest accrued. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the plan.
- 37.10** Should an employee die while participating in the plan, any monies accumulated plus interest accrued at the time of death shall be paid to the employees estate.
- 37.11** Employees laid-off, discharged, or terminated while enrolled in the plan shall be required to withdraw. Repayment of monies shall be in accordance with Article 37.09.
- 37.12** All employees wishing to participate in the plan shall be required to sign the approved contract included in Appendix B before final approval for participation is granted. Contract provisions including percentage of salary and year of leave may be amended by mutual agreement between the employee and the Employer. Where an employee requests an amendment to his deferred salary leave contract the Employer shall respond to the employee within thirty (30) days.
- 37.13** The Employer cannot be involved or held responsible for actions taken by another party concerning the use of this plan.

ARTICLE 38 - TRANSPORTATION

- 38.01 If an employee is required to use his/her vehicle for departmental business, then he/she shall be compensated according to the HRM Local Travel Policy. If an employee is required to use alternate transportation, then he/she shall be compensated for all costs incurred.
- 38.02 Employees are responsible for their own transportation when reporting to their assigned place of work when notified at least one shift in advance.

ARTICLE 39 - EMPLOYEE PARKING

- 39.01 The Employer shall provide parking, at the employee's own risk, during the term of this Agreement at no cost to employees, at the station to which they are assigned while on duty.

ARTICLE 40 - TRAINING

- 40.01 The Employer recognizes the importance of employees having developmental and training opportunities related to the Fire Service. In this regard, an employee may request to be moved from his/her regular duties to work in another IAFF position for a minimum period of thirty (30) consecutive calendar days, but no more than one hundred-eighty (180) consecutive calendar days unless agreed to by the Employer and the Union.
- 40.02 Whenever possible, fire service related training shall be done during normal working hours. All employees directed to give or take Fire Department Training during off duty hours shall be paid at the applicable rate in accordance with Article 10 of this agreement.
- 40.03 All courses/training approved by the Employer shall be made available based on departmental needs. If more than one employee meets the course prerequisites the following factors shall be taken into consideration:
- Station/Divisional assignment as described on the Master Duty Roster
 - Seniority
- 40.03.1 Management agrees to post all courses thirty (30) days before the course is scheduled, whenever possible. Management agrees to make every effort to fill courses with members who have applied before directing members to attend.
- 40.03.2 It is understood that Management may assign members to training courses for the purpose of re-certification. Employees that are directed to take re-certification training shall be given a minimum of 30 days notice whenever possible.
- 40.04 Employees requesting time off for courses shall follow procedure.
- 40.05 The Employer shall be permitted to reschedule the regular shift pattern of any employee for the purpose of giving or taking training and/or upgrading for a period not to exceed three (3) weeks in any twelve (12) month period,
- 40.05.1 Time off for training shall be in accordance with Appendix "D"
- 40.05.2 When an A, B, C, or D Platoon employee's shift falls on the day immediately preceding a one (1) or two (2) day course, the employee shall be scheduled off at 20:00 hours.
- 40.05.3 When an A, B, C, or D Platoon employee's shift falls on the day immediately preceding a three day course, the employee shall be scheduled off for the twenty -four (24) hour shift.
- 40.06 Employees returning from any form of leave, of one year or more, shall be required to take any necessary training and or upgrading, for the position to which they are returning. This period shall not exceed 8 weeks. Any training or upgrading related to this article shall not be considered training time for the purpose of article 40.05.

Apprentice Mechanics

- 40.07** The Apprentice Mechanic position shall be considered a full time training position and the employment shall end when the Apprentice Mechanic has obtained his/her mechanics licence and EVT certification.

The Employer agrees that the Apprentice Mechanic position is a Local 268 Union position and that the Apprentice Mechanic shall pay Union dues and participate in the benefit program.

The Apprentice Mechanic is entitled to all benefits under the collective agreement except for the following; Article 10 Overtime and Article 26 Deployment.

The Apprentice Mechanic shall be given the required training opportunities to complete their program.

ARTICLE 41 - EXTREME WEATHER

- 41.01** Where outside drills, inspections and other outside non emergency duties, testing or evaluations are necessary during extreme weather conditions, every reasonable precaution shall be taken to limit the duration of such testing or evaluation.

ARTICLE 42 - EDUCATION REIMBURSEMENT

- 42.01** The Employer agrees to reimburse employees for tuition and books, upon proof of successful completion of education related to the Fire Service and that has been approved within the Performance Development Process. Reimbursement is based on HRFE financial resources.

ARTICLE 43 - CAREER ADVANCEMENT

- 43.01** At any stage of an individual's career, the individual has the right to request the necessary information and relevant study materials from the HRFE to advance his/her career. It is understood that it is the responsibility of the individuals to obtain the necessary skills and/or courses necessary to move their career forward.
- 43.02** Advancement from Fourth Class Firefighter to First Class Firefighter will be subject to the successful attainment of a 70% pass mark by the employee on each part of the HRFE standards test for each level of Firefighter, and upon successful completion of a review by a Performance Review Panel. The Training Division will test to the standards twice per year and the Panel will convene twice a year at 6 month intervals.
- 43.03** If the testing takes place prior to the anniversary of a candidate's hiring date, and the candidate successfully completes the standards, the salary increase will take effect on the anniversary of their date of hire. If the testing takes place after the anniversary of a candidate's hiring date, and the candidate is successful, their salary increase would be retroactive to their anniversary date. If the candidate is unsuccessful, there will be a 6 month waiting period before writing again. The salary increase will become effective upon successful completion on this date.
- 43.04** All newly hired firefighters shall serve a probationary period of twelve (12) months actively at work from their date of hire in the position. If an employee is not actively at work for more than one (1) of those twelve (12) months, then the probationary period shall be adjusted accordingly.
- 43.04.1** Prior to the end of the probationary period, probationary firefighters must attain a passing mark of at least seventy percent (70%) on a step level test and successfully complete a review by the Performance Review Panel. If the probationary firefighter does not meet these requirements and/or is unsuccessful in passing his/her probationary period for reasons including poor performance or unsuitability, the probationary period may be extended up to an additional six (6) months. If an extension is deemed warranted by the Employer, the probationary firefighter will be given clear direction concerning performance and development requirements.

- 43.05** Subject to the provisions of 43.03, 43.04 and 43.04.1, any firefighter who has successfully completed a minimum of one (1) year of full time active on the job service shall be promoted to the rank of 3rd Class Firefighter as outlined in this Collective Agreement.
- 43.06** Subject to the provisions of 43.02 and 43.03, any firefighter who has successfully completed a minimum of two (2) years of full time active service shall be promoted to the rank of 2nd class Firefighter as outlined in this Collective Agreement.
- 43.07** Subject to the provisions of 43.02 and 43.03, any firefighter who has successfully completed a minimum of three (3) years of full time active service shall be promoted to the rank of 1st class Firefighter as outlined in this Collective Agreement.
- 43.08** The Senior Firefighter test shall be conducted by the Training Division each November. The test shall consist of a multiple choice exam not to exceed one hundred fifty (150) questions based on NFPA level II Standards. Qualification as Senior Firefighter shall be subject to the Employee passing a qualifying test with a minimum score of 70%. Employees will be eligible to write the senior firefighter test in their tenth (10th) year of continuous service.
- 43.08.1** Senior Firefighter classification shall commence on the successful completion of senior firefighter test and classification shall be retroactive to, or begin on, the employee's anniversary date in the year of the testing.
- 43.08.2** Senior Firefighter, Senior Firefighter Level I and Senior Firefighter Level II classification commence at the beginning of the employee's tenth (10th), twentieth (20th) and twenty-fifth (25th) years of continuous service in the bargaining unit respectively.
- 43.08.3** Employees who fail to qualify for Senior Firefighter classification shall have one (1) additional opportunity do to so within three (3) months. If the employee fails to qualify within the three (3) months, the employee will not be eligible to qualify for an additional twelve (12) months, if then successful, the salary increase takes effect on this date.

CAREER ADVANCEMENT PROMOTIONAL ROUTINE

- 43.09** Operational Officer promotional routines will be for the rank of Lieutenant. Those who successfully complete the promotional routine will be ranked, and subsequently promoted on the basis of seniority. Openings in the position of Captain will be filled by Lieutenants based on seniority in the position, once the 2007 Captain's routine list is exhausted, or expires in February 2009, as per this Agreement. Officer Development Courses referred to in 43.09.2 of this Agreement, as they relate to Operational Officers, can be required previous to promotion to Lieutenant, and previous to promotion to Captain. In order to apply for an Operational Lieutenant position employees must be commencing their tenth (10) year of recognized service in the bargaining unit with a minimum of eight (8) years in operations. In order to apply for non-operational officers positions, employees must be commencing their sixth (6) year of recognized service in the bargaining unit. In order to apply for a Divisional Captain's position, employees must have four (4) years in the Division applied for. In order to apply for a District Captain's position, employees must be a Captain Level 1.

When Lieutenants are promoted and moved to Platoon E, senior firefighters will be moved to Platoons A, B, C, or D based on seniority.

When firefighters are moved to Platoon E, senior firefighters will be moved to Platoons A, B, C, or D based on seniority.

Firefighter Engineers moving from Platoon E to Platoons A, B, C, or D will be placed at the bottom of the Spare Firefighter Engineers list on the Platoon which they are placed.

Firefighters will be posted to Platoon E from the most junior upward, with a senior person retaining the right to take the posting.

After the expiry of the Captains promotional list in 2009, any Captains vacancies on Platoons A, B, C, or D will be filled by Platoon E Captains, based on seniority in the position.

- 43.09.1** The promotional routine shall consist of a written exam and practical evolution that is specific to the position being applied for, and an interview for suitability that is job related. Upon obtaining a pass mark of seventy percent (70%) in each of these three (3) phases, the successful candidate shall then be placed on a list according to departmental seniority.
- 43.09.2** Successful candidates in an officers routine may be required to complete an Officer Development course.
- 43.10** The #1 candidate on the list shall take the promotion or be removed from the list. Non-operational officers who are promoted off the operational officer's list have the option of remaining in a non-operational division for up to two (2) years from the date of their promotion, after which point they will be required to successfully requalify. If a member on the list has not received a promotion prior to the next competition, they shall have the option to carry their seniority forward, or enter the competition. This option is available for the next competition following the competition in which the mark was established.
- 43.11** Routines shall be held as required.
- 43.12** The probationary period for Officers and District/Divisional Captains is twelve (12) months from the date of promotion. The probationary period for non-operational officers, promoted off an operational officer's list, who have stayed in a non-operational division, as per 43.11, will begin on the day that they start in operations. Prior to the end of the twelve (12) month probationary period for the positions mentioned above, members will be subject to a performance review by a Performance Review panel.
- 43.13** Whenever an employee is required to work in a higher classification, only those on an applicable promotional list, or Lieutenants in the case of a Captain, can act in the position, under the following conditions: to replace an Officer who is off work due to long term disability, or vacation. Any other absences shall be covered by an officer as per Article 10 of this agreement.

Volunteer Training Coordinator

- 43.14** Those personnel currently working under the title of Volunteer Training Coordinator, will have a one time opportunity to write a promotional routine for the position of Training Officer. If successful the position of Volunteer Training Coordinator will be removed from appendix AI. If unsuccessful, the position will remain.

Lieutenants

- 43.15** It is the intent of this article of this agreement to ensure that Lieutenants and Captains are clearly separate positions among operational officers.
- a) Lieutenants shall be considered the primary station officers in all stations other than Station 2 thru Station 10, Station 12 thru Station 18, Station 58, Station 50 and/or Station 59, Station 45, and Station 21, which are designated to have a Captain as the primary station officer.
 - b) The lieutenant shall be required to perform all the duties required of the position in their respective stations as outlined in the lieutenant job description.
 - c) As per part a) of this article, lieutenants may supervise stations or apparatus staffed by up to three persons, including the officer.
 - d) Management and the union agree to meet to discuss any future change in the status of stations manned by lieutenants in relation to a permanent increase in the staffing levels of those stations.

ARTICLE 44 - SALARIES

- 44.01** Salaries for all employees covered by this Agreement shall be set out in Appendix A1 and A2 attached hereto. The amounts shown are annual salaries.

44.02 Cheque stubs will be made available in sealed envelopes and will not show bank account numbers.

44.03 All employees shall be paid by way of direct deposit.

ARTICLE 45 - TRANSFERS AND POSTINGS

TRANSFERS

45.01 When an employee wishes to transfer to another division, the employee will be permitted to do so subject to the following terms and conditions:

- (1)** Transfers will be voluntary and upon written request to management; and
- (2)** The candidate must successfully meet all qualifications for the Division requested.

It is further understood that management and the Union may meet to discuss an employee with special considerations for the purpose of lateral transfers. All applications for lateral transfer are subject to approval by the Chief Director **or designate**.

TRANSFER BETWEEN PLATOONS

45.01.1 Transferring qualified personnel shall be determined by seniority. The Senior person shall be given the option of transferring. The Union and employer agree to meet and discuss transfers related to special circumstances.

POSTINGS

45.02 Postings shall be based on operational needs.

ARTICLE 46 - GENERAL

46.01 It is agreed that Employment Insurance rebates owed to employees shall be paid directly to the employee in the month following the verification of the total annual employee's share of the rebate.

ARTICLE 47 - LEGAL PROCEEDINGS

47.01 Any member of the bargaining unit required to appear for legal proceedings for HRM during his/her off-duty hours shall be paid under the existing overtime provisions in accordance with Article 10.03.

47.02 Whenever an employee is required to act as a juror, or required by subpoena or summons to be a witness for the Crown or before an arbitrator or umpire or a person or body of persons authorized by law to make an enquiry and to compel the attendance of witnesses before it during their regular hours of work, such time from work shall be considered time worked. The employee will receive his/her regular wages, less any fees paid by the courts.

ARTICLE 48 - LEGISLATION COURT ACTION

48.01 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.

ARTICLE 49 - LEGAL AID AND PROTECTION

49.01 The Employer shall provide, at no cost to the employee and/or group of employees, defence and Counsel chosen by the Employer whenever any non criminal proceeding (e.g. Civil, Magisterial inquiry, coroner's inquest, etc.) is brought against and/or involving the employee and/or group of employees as a result of the employee(s) performance or purported performance of his/her/their duties. This obligation on the Employer shall continue until

the matter is settled or finally resolved by the judicial process. The Employer shall have the right to settle civil proceedings at any stage, however, such settlement shall be at no cost to the employee. Should the Employer settle, it shall be done in such a manner as to have no adverse effect on the employee(s).

- 49.02** If the proceedings involved results in an award of damages, then the Employer shall indemnify the employee and/or group of employees from all damages and costs relating to such damage award and hereby waives any claim that it may have against the employee(s) in such circumstances.
- 49.03** Each employee shall have the right to retain an additional Counsel of his/her own choice at his/her own expense.
- 49.04** When an employee, while operating a vehicle and/or on behalf of the Employer is involved in a collision or accident, the employee shall be entitled to receive his/her normal compensation during the time the collision or accident is being investigated.
- 49.05** It is expressly understood that this article does not apply to any procedure involving discipline, grievance, arbitration or any proceedings arising therefrom.
- 49.06** The Employer agrees to provide no less than the existing Liability Insurance Coverage for any member of the bargaining unit.

ARTICLE 50 - NO STRIKE OR LOCKOUT

- 50.01** The Union agrees that there shall be no strike during the term of this Agreement and the Employer agrees that there shall be no lockout during the terms of this Agreement, the words "strike" and "lockout" as defined in the Trade Union Act.

ARTICLE 51 - DURATION & TERM

- 51.01** This Agreement and all of its provisions shall be deemed to have come into full force and effect on June 1, 2004 and shall continue in full force and effect until the 31st day of May, 2016 and thereafter from term to term unless either the Employer or the Union shall give notice to the other as herein 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. The parties agree to "re-openers" pursuant to Appendix A4 of this collective agreement.
- 51.02.1** Such notice to be effective must be in writing and served in the following manner:
- 51.02.2** If given by the Employer it must be served either by personal service or registered mail, upon the President or Secretary of the Union.
- 51.02.3** If given by the Union, it must be served either by personal service or registered mail, upon the Employer.
- 51.02.4** It must be served upon the President or Secretary of the Union, or upon the Employer, whichever is applicable, ninety (90) days prior to the expiration of this Collective Agreement.
- 51.03** Failure to serve such notice in the aforementioned manner shall cause the Collective Agreement to remain in force year by year until notice is given.

ARTICLE 52 - BENEFIT & BINDING

- 52.01** 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 53 - COPIES OF AGREEMENT

53.01 The Employer agrees to have printed in booklet form sufficient copies of this collective agreement for distribution to all employees and management personnel, at the expense of the Employer (within 120 days of signing).

Memorandum of Understanding - 2007 Operational Captain's Routine

When the Lieutenant's positions are created, the candidate may, notwithstanding article 43.10, refuse a one (1) time opportunity for promotion to Lieutenant, and retain their placement on the Captain's promotional list.

When a Captain's position becomes available, the highest ranking candidate (on the original list) shall be given the opportunity to take the promotion, subject to article 43.10.

This list shall remain in effect until Feb 1 2009.

A member who has accepted a promotion to a Lieutenants position prior to February 1, 2009 will be deemed to have qualified for a Captain's position. When a Captain's position becomes available, subsequent to February 1, 2009, they shall be promoted previous to any newly qualifying member, based on their rank order on the original list.

If a member refuses to accept a Lieutenant position, and is still on the Captain's list on February 1, 2009 the list will expire, and they shall have the option to carry their Seniority forward to, or enter, the next Lieutenant's competition. It is clearly understood that any past qualifying for the position of Captain will be deemed null and void, and all members on the new lieutenants list will have to qualify for Captain as per Article 43.10.

APPENDIX A1 - SALARIES

Firefighter 4	50%	
Firefighter 3	70%	
Firefighter 2	85%	
Firefighter 1	100%	
Senior Firefighter	102%	
Senior Firefighter I		102.5%
Senior Fire Fighter 2	103%	
Firefighter Engineer	104%	
Inventory/Equipment Tech	90%	
BA Tech	90%	
Stores Person	80%	
Maintenance Tech	90%	
Apprentice Mechanic	Salary shall be determined as per the Apprenticeship and Trades Qualifications Act, 1989 Chapter 17.	
Mechanic	90%	
Mechanic/EVT I	92%	
Mechanic/EVT II	94%	
Mechanic/EVT Master	98%	
Leadhand Mechanic	116%	
Shop Tech/Driver	70%	
FP Officer 2	116%	
FP Officer 1	121%	
Training Officer 2	116%	
Training Officer 1	121%	
Volunteer Training Coordinator	100%	
Lieutenant 2	112%	
Lieutenant 1	114%	
Captain 2	116%	
Captain 1	121%	
District/Divisional Captain	125%	

APPENDIX A2 - SALARY DEFINITIONS

Level 2 Officers: Shall be classified as probationary Officers for a period of twelve months from the date of promotion.

Level 1 Officers: Those officers who have successfully completed their probationary period.

APPENDIX A3 - WAGE FORMULA

On October 1, 2004, the salary of a Firefighter 1 will increase to \$55,180, and all other positions will increase according to the percentages in Appendix A1. On October 1, 2005, the salary of a Firefighter 1 will increase to \$57,940, and all other positions will increase according to the percentages in Appendix A1. Starting on October 1, 2006, Union salaries will be dependent on the wages paid to First Class Constables in the Halifax Regional Police. The table below specifies the differentials between a First Class Constable in the Halifax Regional Police and a Firefighter 1.

Salary Formula for a Firefighter 1

Date	Differential (% less than Constable)
October 1, 2006	8
October 1, 2007	8
October 1, 2008	8
October 1, 2009	8
October 1, 2010	8
October 1, 2011	7
October 1, 2012	7
October 1, 2013	5
October 1, 2014	5
October 1, 2015	5

APPENDIX A4 - INTEREST ARBITRATION

The parties agree that the term of the collective agreement is longer than has normally been negotiated between these parties. Recognizing the extensive length of this collective agreement, and the acknowledgment of the Union that during the term of the agreement they can no longer strike and further, that the Employer can no longer lock out the employees, the parties agree to the following procedures and terms to adjust the terms and conditions of employment through the life of this agreement:

1. This collective agreement shall first be renegotiated on May 1st, 2007 and then every 24 months thereafter. (Hereinafter referred to as the "open date".)
2. Ninety (90) days prior to the open date both parties shall exchange proposals and attempt to resolve the terms and conditions of the agreement within the aforementioned 90 days.
3. In the event that no party has any term or condition it wishes to modify, the agreement shall be extended for a further one (1) year and subsequent one-year terms until the parties enter into negotiations according to this clause. Once the parties enter into negotiations according to this clause, the agreement will revert to a 2-year agreement, subject to the above. Notwithstanding the foregoing, in order to avoid a short-term agreement at the end of the twelve-year period, no term following the conclusion of bargaining shall be less than two years. For example, should there be negotiations in the year 2013, the ensuing agreement shall extend until May 31, 2016, the end date of this collective agreement.
4. The following issues are not negotiable during the twelve (12) year agreement: wages, wage formula, and wage differential rates for all existing full time employees; the shift schedule for those hired before June 1, 2000; vacation entitlement; the overtime provisions for operational personnel; and minimum staffing (i.e there shall be no required minimums).
5. Any other matter maybe discussed at negotiations. If the parties are unable to reach agreement on an issue through negotiations, the matter may be referred to arbitration for final resolution.
6. Arbitrations shall be heard by a sole arbitrator. All arbitrable unresolved matters at the conclusion of negotiations shall be submitted to the sole arbitrator. The arbitrator shall be selected from the following list, unless otherwise agreed by the parties: Bruce Outhouse, Susan Ashley, Bruce Archibald, Peter MacKeigan.

By agreement of the parties, the Employer has the first selection of arbitrator. Should the union not accept the selection it may reject it and propose another arbitrator from the list. The Employer may likewise reject the union's selection and propose another arbitrator from the list. The next selection from the Employer cannot be rejected. In subsequent arbitrations, the order of selection reverses, and the parties shall have the right to one refusal, as described above.
7. The parties shall submit to the arbitrator written submissions within fifteen (15) days of the hearing.
8. The arbitrator shall have the right, after hearing the parties orally, and without any vive voce evidence, to select the submission of either party or to make their own determination of the issue.
9. The hearing shall be open to representatives and members of the parties but not the public.
10. The arbitrator shall render a decision within two months of the completion of all submissions.
11. The cost of the arbitration shall be borne equally by the parties.
12. The parties agree that the decision of the arbitrator shall be final and binding and not subject to any appeal. If any party violates this subsection, then that party shall pay all the costs including but not limited to lost wages, expenses, disbursement, taxes and all legal fees on a solicitor/client basis whether that party is successful or not.

13. The parties agree that they will not, in any argument before the arbitrator, suggest that the cost of wage package given to the bargaining unit in 2004, or any subsequent year, shall be justification for any position either party makes to the arbitrator to justify an explanation for a less than normal increase. However, nothing here in prevents either party from utilization of the “total compensation” measurement tool as a method of comparison.

APPENDIX B - DEFERRED SALARY LEAVE PLAN CONTRACT

I have read Article 37 of the current Collective Agreement between the Regional Municipality of Halifax and the International Association of Firefighters Local 268 and understand the terms and conditions of the Deferred Salary Leave Plan as laid out in this Article. I hereby agree to enter the Plan subject to those terms and conditions.

1 Enrollment Date

I wish to enroll in the Deferred Salary Leave Plan commencing _____

2 Year of Leave

I shall take my leave of absence from _____ to _____

3 Financial Arrangements

The financing of my participation in the Deferred Salary Leave Plan shall be according to the following schedule

- (i) Commencing on _____ I wish to defer a percentage of my salary payments for the next ____ years in accordance with the following schedule; Year 1 ____%, Year 2 ____%, Year 3 ____%, Year 4 ____%, Year 5 ____.
- (ii) Annually the Employer shall provide me with a statement regarding the status of my account.
- (iii) At least sixty (60) days prior to the commencement of my leave I shall notify the Employer of all premium costs I wish to have deducted from my salary during the period of my leave. The Employer shall make such deductions.
- (iv) In the year of the leave, the total monies accumulated as of _____ of that year shall be paid according to the terms of the Deferred Salary Leave Plan.
- (v) The December payment and the final payment of the year of the leave shall be adjusted to include interest earned on the balance of monies held in my account.

Employees Present Shift: _____ **Employees Signature:** _____

Employees Present Position: _____

Witness: _____ **Date:** _____

APPENDIX C - CLOTHING

Clothing and Equipment shall be issued on an as required basis as follows:

FEI: Fire and Explosion Investigation

Item	Operations	Fire Prevention	Training	Mechanical
Dress Tunic	1	1	1	1
Dress Pants or Skirts	1	1	1	1
Dress Cap with Badge	1	1	1	1
3 Season Jacket				
Dress Shirts (white)	1	1	1	1
Uniform Tie	1	1	1	1
Fatigue Pants				
Fatigue Shirts	3	3	3	3
Safety Boots or Shoes	1	1	1	1
Baseball Cap	1	1	1	1
*Firefighting Boots	1	1	1	1
Firefighting Bunker Suit	1	1- FEI only	1	1
*Firefighting Helmet	1	1- FEI only	1	1
Firefighting Gloves	2	1- FEI only	2	1
Flash Hood	1	1- FEI only	1	1
Hose Spanner	1		1	
Coveralls		1	1	2
Wild-land Coveralls	1			
Lined Coveralls		1- FEI only	1	1
Badge and Holder (Wallet Style)		1		
T-Shirts	3	3	3	3
Work Shirts	1	1	1	1
Photo ID	1	1	1	1
Winter Toque	1	1	1	1
Winter Boots				1

*

At the time of replacement, on an “as required basis”, the employee may choose to pay the full difference in cost and upgrade their equipment to a type approved by the Employer. The Employer agrees to arrange a reasonable price agreement for employees who upgrade their equipment.

Schedule A - VACATION ENTITLEMENT

Operational Employees Who Work a Continuous Shift Rotation (HIRED BEFORE JUNE 1, 2004)
(Values are represented in hours)

Date of Hire	Calendar Year 2004	Calendar Year 2005	Calendar Year 2006	Calendar Year 2007	Calendar Year 2008	Calendar Year 2009	Calendar Year 2010	Calendar Year 2011	Calendar Year 2012	Calendar Year 2013	Calendar Year 2014	Calendar Year 2015	Calendar Year 2016
1968	264	264	264	264	264	264	264	264	264	264	264	264	264
1969	264	264	264	264	264	264	264	264	264	264	264	264	264
1970	264	264	264	264	264	264	264	264	264	264	264	264	264
1971	264	264	264	264	264	264	264	264	264	264	264	264	264
1972	264	264	264	264	264	264	264	264	264	264	264	264	264
1973	264	264	264	264	264	264	264	264	264	264	264	264	264
1974	264	264	264	264	264	264	264	264	264	264	264	264	264
1975	264	264	264	264	264	264	264	264	264	264	264	264	264
1976	264	264	264	264	264	264	264	264	264	264	264	264	264
1977	264	264	264	264	264	264	264	264	264	264	264	264	264
1978	264	264	264	264	264	264	264	264	264	264	264	264	264
1979	264	264	264	264	264	264	264	264	264	264	264	264	264
1980	240	264	264	264	264	264	264	264	264	264	264	264	264
1981	240	240	264	264	264	264	264	264	264	264	264	264	264
1982	240	240	240	264	264	264	264	264	264	264	264	264	264
1983	240	240	240	240	264	264	264	264	264	264	264	264	264
1984	240	240	240	240	240	264	264	264	264	264	264	264	264
1985	216	240	240	240	240	240	264	264	264	264	264	264	264
1986	216	216	240	240	240	240	240	264	264	264	264	264	264
1987	216	216	216	240	240	240	240	240	264	264	264	264	264

Schedule A (continued)

Date of Hire	Calendar Year 2004	Calendar Year 2005	Calendar Year 2006	Calendar Year 2007	Calendar Year 2008	Calendar Year 2009	Calendar Year 2010	Calendar Year 2011	Calendar Year 2012	Calendar Year 2013	Calendar Year 2014	Calendar Year 2015	Calendar Year 2016
1988	216	216	216	216	240	240	240	240	240	264	264	264	264
1989	216	216	216	216	216	240	240	240	240	240	264	264	264
1990	192	216	216	216	216	216	240	240	240	240	240	264	264
1991	192	192	216	216	216	216	216	240	240	240	240	240	264
1992	192	192	192	216	216	216	216	216	240	240	240	240	240
1993	192	192	192	192	216	216	216	216	216	240	240	240	240
1994	192	192	192	192	192	216	216	216	216	216	240	240	240
1995	144	192	192	192	192	192	216	216	216	216	216	240	240
1996	144	144	192	192	192	192	192	216	216	216	216	216	240
1997	144	144	144	192	192	192	192	192	216	216	216	216	216
1998	144	144	144	144	192	192	192	192	192	216	216	216	216
1999	144	144	144	144	144	192	192	192	192	192	216	216	216
2000	120	144	144	144	144	144	192	192	192	192	192	216	216
2001	120	120	144	144	144	144	144	192	192	192	192	192	216
2002	120	120	120	144	144	144	144	144	192	192	192	192	192
2003	120	120	120	120	144	144	144	144	144	192	192	192	192

Schedule B - VACATION ENTITLEMENT
Operational Employees Who Work Day Work (HIRED BEFORE JUNE 1, 2004)
 (Values are represented in hours)

Date of Hire	Calendar Year 2004	Calendar Year 2005	Calendar Year 2006	Calendar Year 2007	Calendar Year 2008	Calendar Year 2009	Calendar Year 2010	Calendar Year 2011	Calendar Year 2012	Calendar Year 2013	Calendar Year 2014	Calendar Year 2015	Calendar Year 2016
1968	252	252	252	252	252	252	252	252	252	252	252	252	252
1969	252	252	252	252	252	252	252	252	252	252	252	252	252
1970	252	252	252	252	252	252	252	252	252	252	252	252	252
1971	252	252	252	252	252	252	252	252	252	252	252	252	252
1972	252	252	252	252	252	252	252	252	252	252	252	252	252
1973	252	252	252	252	252	252	252	252	252	252	252	252	252
1974	252	252	252	252	252	252	252	252	252	252	252	252	252
1975	252	252	252	252	252	252	252	252	252	252	252	252	252
1976	252	252	252	252	252	252	252	252	252	252	252	252	252
1977	252	252	252	252	252	252	252	252	252	252	252	252	252
1978	252	252	252	252	252	252	252	252	252	252	252	252	252
1979	252	252	252	252	252	252	252	252	252	252	252	252	252
1980	210	252	252	252	252	252	252	252	252	252	252	252	252
1981	210	210	252	252	252	252	252	252	252	252	252	252	252
1982	210	210	210	252	252	252	252	252	252	252	252	252	252
1983	210	210	210	210	252	252	252	252	252	252	252	252	252
1984	210	210	210	210	210	252	252	252	252	252	252	252	252
1985	210	210	210	210	210	210	252	252	252	252	252	252	252
1986	201.6	210	210	210	210	210	210	252	252	252	252	252	252
1987	193.2	201.6	210	210	210	210	210	210	252	252	252	252	252

Date of Hire	Calendar Year 2004	Calendar Year 2005	Calendar Year 2006	Calendar Year 2007	Calendar Year 2008	Calendar Year 2009	Calendar Year 2010	Calendar Year 2011	Calendar Year 2012	Calendar Year 2013	Calendar Year 2014	Calendar Year 2015	Calendar Year 2016
1988	184.8	193.2	201.6	210	210	210	210	210	210	252	252	252	252
1989	176.4	184.8	193.2	201.6	210	210	210	210	210	210	252	252	252
1990	168	176.4	184.8	193.2	201.6	210	210	210	210	210	210	252	252
1991	168	168	176.4	184.8	193.2	201.6	210	210	210	210	210	210	252
1992	168	168	168	176.4	184.8	193.2	201.6	210	210	210	210	210	210
1993	168	168	168	168	176.4	184.8	193.2	201.6	210	210	210	210	210
1994	168	168	168	168	168	176.4	184.8	193.2	201.6	210	210	210	210
1995	126	168	168	168	168	168	176.4	184.8	193.2	201.6	210	210	210
1996	126	126	168	168	168	168	168	176.4	184.8	193.2	201.6	210	210
1997	126	126	126	168	168	168	168	168	176.4	184.8	193.2	201.6	210
1998	126	126	126	126	168	168	168	168	168	176.4	184.8	193.2	210.6
1999	126	126	126	126	126	168	168	168	168	168	176.4	184.8	193.2
2000	126	126	126	126	126	126	168	168	168	168	168	176.4	184.8
2001	126	126	126	126	126	126	126	168	168	168	168	168	176.4
2002	126	126	126	126	126	126	126	126	168	168	168	168	168
2003	126	126	126	126	126	126	126	126	126	168	168	168	168

Schedule C - VACATION ENTITLEMENT

Non-Operational Employees (HIRED BEFORE JUNE 1,2004) & Logistics & Mechanical (REGARDLESS OF DATE OF HIRE)
 (Values are represented in hours)

Date of Hire	Calendar Year 2004	Calendar Year 2005	Calendar Year 2006	Calendar Year 2007	Calendar Year 2008	Calendar Year 2009	Calendar Year 2010	Calendar Year 2011	Calendar Year 2012	Calendar Year 2013	Calendar Year 2014	Calendar Year 2015	Calendar Year 2016
1968	240	240	240	240	240	240	240	240	240	240	240	240	240
1969	240	240	240	240	240	240	240	240	240	240	240	240	240
1970	240	240	240	240	240	240	240	240	240	240	240	240	240
1971	240	240	240	240	240	240	240	240	240	240	240	240	240
1972	240	240	240	240	240	240	240	240	240	240	240	240	240
1973	240	240	240	240	240	240	240	240	240	240	240	240	240
1974	240	240	240	240	240	240	240	240	240	240	240	240	240
1975	240	240	240	240	240	240	240	240	240	240	240	240	240
1976	240	240	240	240	240	240	240	240	240	240	240	240	240
1977	240	240	240	240	240	240	240	240	240	240	240	240	240
1978	240	240	240	240	240	240	240	240	240	240	240	240	240
1979	240	240	240	240	240	240	240	240	240	240	240	240	240
1980	200	240	240	240	240	240	240	240	240	240	240	240	240
1981	200	200	240	240	240	240	240	240	240	240	240	240	240
1982	200	200	200	240	240	240	240	240	240	240	240	240	240
1983	200	200	200	200	240	240	240	240	240	240	240	240	240
1984	200	200	200	200	200	240	240	240	240	240	240	240	240
1985	200	200	200	200	200	200	240	240	240	240	240	240	240
1986	192	200	200	200	200	200	200	240	240	240	240	240	240
1987	184	192	200	200	200	200	200	200	240	240	240	240	240

Schedule C (continued)

Date of Hire	Calendar Year 2004	Calendar Year 2005	Calendar Year 2006	Calendar Year 2007	Calendar Year 2008	Calendar Year 2009	Calendar Year 2010	Calendar Year 2011	Calendar Year 2012	Calendar Year 2013	Calendar Year 2014	Calendar Year 2015	Calendar Year 2016
1988	176	184	192	200	200	200	200	200	200	240	240	240	240
1989	168	176	184	192	200	200	200	200	200	200	240	240	240
1990	160	168	176	184	192	200	200	200	200	200	200	240	240
1991	160	160	168	176	184	192	200	200	200	200	200	200	240
1992	160	160	160	168	176	184	192	200	200	200	200	200	200
1993	160	160	160	160	168	176	184	192	200	200	200	200	200
1994	150	160	160	160	160	168	176	184	192	200	200	200	200
1995	120	160	160	160	160	160	168	176	184	192	200	200	200
1996	120	120	160	160	160	160	160	168	176	184	192	200	200
1997	120	120	120	160	160	160	160	160	168	176	184	192	200
1998	120	120	120	120	160	160	160	160	160	168	176	184	192
1999	120	120	120	120	120	160	160	160	160	160	168	176	184
2000	120	120	120	120	120	120	160	160	160	160	160	168	176
2001	120	120	120	120	120	120	120	160	160	160	160	160	168
2002	120	120	120	120	120	120	120	120	160	160	160	160	160
2003	120	120	120	120	120	120	120	120	120	160	160	160	160

APPENDIX "D" Training Time Off Chart - One Week Course

	Reg	Trn	Reg	Trn	Reg	Trn	Reg	Trn
Sun	24	0						
Mon		8	24	8		8		8
Tues		8		8	24	8		8
Wed		8		8		8	24	8
Thur	24	8		8		8		8
Fri		8	24	8		8		8
Sat					24	0		
Total	48	40	48	40	48	40	24	40
Credit		8		8		8		-16

Note: - Negative values are to be added to the individuals TOIL Bank
+ Positive values will be granted as time off during the training event.

APPENDIX "D" Training Time Off Chart - Two Week Course

	Reg	Trn	Reg	Trn	Reg	Trn	Reg	Trn
Sun	24	0						
Mon		8	24	8		8		8
Tues		8		8	24	8		8
Wed		8		8		8	24	8
Thur	24	8		8		8		8
Fri		8	24	8		8		8
Sat					24	0		
Sun							24	0
Mon	24	8		8		8		8
Tues		8	24	8		8		8
Wed		8		8	24	8		8
Thur		8		8		8	24	8
Fri	24	8		8		8		8
Sat			24	0				
Sun								
Total	96	80	96	80	72	80	72	80
Credit		16		16		-8		-8

Note: - Negative values are to be added to the individuals TOIL Bank.
+ Positive values will be granted as time off during the training event.

Appendix "D" Training Time Off Chart - Three Week Course

	Reg	Trn	Reg	Trn	Reg	Trn	Reg	Trn
Sun	24	0						
Mon		8	24	8		8		8
Tues		8		8	24	8		8
Wed		8		8		8	24	8
Thur	24	8		8		8		8
Fri		8	24	8		8		8
Sat					24	0		
Sun							24	0
Mon	24	8		8		8		8
Tues		8	24	8		8		8
Wed		8		8	24	8		8
Thur		8		8		8	24	8
Fri	24	8		8		8		8
Sat			24	0				
Sun					24	0		
Mon		8		8		8	24	8
Tues	24	8		8		8		8
Wed		8	24	8		8		8
Thur		8		8	24	8		8
Fri		8		8		8	24	8
Sat	24	24						
Total	144	144	120	120	120	120	120	120
Credit		0		0		0		0

AUTHORIZATION

IN WITNESS WHEREOF the Halifax Regional Municipality has here unto 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 its Proper Officers hereunto authorized, the day and year written below.

SIGNED, SEALED AND DELIVERED)
 in the presence of:)
)
)
Michael E. Eddy)
 WITNESS)

Michael E. Eddy
 WITNESS

Michael Christie
 WITNESS

SIGNED THIS 22 DAY OF JULY, 2004

HALIFAX REGIONAL MUNICIPALITY

PER Peter J. Kelly
 MAYOR

PER Jan Gibson
 MUNICIPAL CLERK

**HALIFAX PROFESSIONAL FIREFIGHTERS,
 LOCAL 268
 INTERNATIONAL ASSOCIATION OF
 FIREFIGHTERS**

PER Phil McNulty
 PRESIDENT

PER Paul Boyle
 SECRETARY

lie-Opener 2007 as per Appendix A4

SIGNED, SEALED AND DELIVERED)
 in the presence of:)
)
)
Kelly Mahamara)
 WITNESS)

Kelly Mahamara
 WITNESS
Witness
 Witness

Tony Williams
 WITNESS

HALIFAX REGIONAL MUNICIPALITY

PER Peter J. Kelly
 MAYOR

PER Julia Horne
 ACTING MUNICIPAL CLERK

**HALIFAX PROFESSIONAL, FIREFIGHTERS,
 LOCAL 268
 INTERNATIONAL ASSOCIATION OF
 FIREFIGHTERS**

PER Paul Boyle
 PRESIDENT

PER Brad Connors
 SECRETARY

SIGNED THIS 19th DAY OF December, 2007

LETTER OF AGREEMENT

RE: Article 32.01 - Health and Insurance Benefits

As of October 31 each year, the actual cost of providing benefits as contained in Article 32.01 shall be calculated as the total premium due and paid to the insurer for the benefits in force by the Union for each member of the bargaining unit for the immediately preceding period of November 01 - October 31. The Union shall ensure that detailed monthly billings are available for the purposed of calculating the premiums required for the coverage in force. The total cost will exclude any amounts required to fund any reserves under the program.

The Employer is required to pay no more than an amount equal to fifty percent (50%) of the total actual cost figure as calculated above. In the event the Employer has paid a lump sum amount in excess of fifty percent (50%) of the actual cost, the union shall pay to the Employer by December 31st, a lump sum, equal to the difference between the lump sum paid to the Union and fifty percent (50%) of the actual cost. In the event that fifty percent (50%) of the actual cost exceeds the lump sum paid by the Employer, no additional funds shall be paid by the Employer, to the union for the shortfall.

Agreed to and signed this 22 day of July, 2004.

A small, square, light gray box containing a handwritten signature in black ink. The signature is stylized and appears to be the initials 'JS'.