

COPY

COLLECTIVE AGREEMENT

Between

THE CITY OF HALIFAX

and

**THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
LOCAL 268**

**For the Period
March 1, 1985 to February 29, 1988**

677102

SOURCE	City		
EFF.	85	03	01
TERM.	88	02	29
No. OF EMPLOYEES	242		
NOM. RE D'EMPLOYES	N/A		

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THIS COLLECTIVE AGREEMENT made and entered into this 20th day of September, 1985.

BETWEEN:

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

— and —

**THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL UNION 268**
(hereinafter called the "Union")

ARTICLE I — PURPOSE OF AGREEMENT:

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

ARTICLE II — RECOGNITION:

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

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

Lieutenant
Captain
Communication Officer:
Administration Officer
Lineman Technician
Mechanical Superintendent:

ARTICLE III — UNION SECURITY:

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

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

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

3.04 The Union **shall** give to the City on request an extract **of all** Union minutes authorizing payroll deductions for members of any assessments or changes **of** assessments.

ARTICLE IV — NO DISCRIMINATION:

4.01 The City agrees that there shall be no discrimina-

tion, interference, restriction or coercion exercised or practiced with respect to any employee by reason of his age, race, creed, colour, nationality, political or religious belief, sex or marital status, family relationship, or by reason of his membership or activity in the Union or any other reason contrary to the Nova Scotia Human Rights Act.

ARTICLE V — NO STRIKE OR LOCKOUT:

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

ARTICLE VI — MANAGEMENT RIGHTS:

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

- A. Maintain order, discipline and efficiency;
- B. Hire, discharge, direct, transfer, promote, demote, and suspend, or otherwise discipline any employee covered by this Agreement.
- C. Make and alter, from time to time, orders, rules **and** regulations to be observed by employees, which orders, rules and regulations shall not be inconsistent with the terms of this Agreement. In the event of conflict between an existing **or** new order, rule or regulation and the terms of this Agreement, the terms of the Agreement shall prevail.

ARTICLE VII — UNION REPRESENTATION:

7.01 The City agrees to grant leave with pay to not more than two (2) members of the same platoon for the purpose of attending to Union affairs, provided however, that the sum total of such leave for all persons shall not exceed, per year, 24 shifts or the equivalent thereof.

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

7.02 The City recognizes the Union will elect or appoint one steward for each platoon and a Grievance Committee of not more than four (4) members, one of which must be Chairman.

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

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

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

7.06 The City and the Union agree to maintain the

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

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

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

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

7.10 The City agrees to grant a leave of absence without loss of seniority and service to any member of the bargaining unit holding a Local or International Union office so long

as he remains in office and serves in that capacity. It is also agreed that any pension or employee benefits may be continued as long as the applicable plans permit. However, such employee on leave must bear the total cost of such benefits. The employee shall upon leaving the above-mentioned Union office be reinstated in the classification of First **Class** Firefighter when the first opening for Firefighter becomes available. It is further agreed that no more than one (1) employee shall be permitted leave of absence at any one time.

7.11 The Department has the right to discuss work performance with an employee without Union representation, but, if the employee so requests, a Union representative shall be permitted to attend such discussions.

ARTICLE VIII — HOURS OF WORK AND OVERTIME:

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

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

- (i) forty (40) hours per week for all Maintenance employees;
- (ii) thirty-five (35) hours per week for office employees and the employees of the Fire Prevention and Training Division;

- (iii) forty-two (**42**) hours per week based on ten (10) and fourteen (**14**) shifts for dispatchers as set forth in Schedule “D” attached hereto and which forms a part of this Agreement.

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

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

8.04 An employee shall be entitled to exchange shifts or parts of shifts provided:

- (a) Prior written or verbal notification by both the applicant and the substitute of at least 12 hours has been received by the employee’s own or the preceding platoon’s Platoon Chief.

- (b) If the employee making the request is engaged as an Apparatus Operator during the term of the exchange, he must provide that his replacement is a qualified apparatus operator.

- (c) The Platoon Chief shall waive subsection (b) above if he determines that sufficient apparatus operators are available within the platoon and shall shift appropriate personnel when necessary. A list of qualified apparatus operators shall be placed in the Captain’s Office in each station and a copy to the Union Secretary. Such list will be upgraded when required due to any change.

ARTICLE IX — COMPASSIONATE LEAVE:

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

In addition, if the death occurs during the working hours of an employee, that employee shall be granted compassionate leave with pay for the remainder of that working period.

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

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

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

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

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

9.06 In the event that an employee during his normal working hours, must leave his work for reason of an emergency, involving his family or home, which is life threatening or serious to his property that cannot be handled by a third party, the firefighter, upon notification of his Station Officer may leave.

In cases of unexpected personal emergencies which arise during a shift, the firefighter must inform his supervisor of the reasons for his request, and he must ensure a replacement before he can leave the station.

ARTICLE X — ANNUAL SALARIES:

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

ARTICLE X1 — OVERTIME:

11.01 All operational employees required to work overtime shall be paid at the rate of time and one-half (1½) their regular hourly rate of pay for all such time worked. When computing the hours of overtime worked, for an

operational employee, all time worked by such employee from the time he completed his regular daily shift until he goes off duty shall be overtime. The City agrees to transport all operational employees from the fireground back to the employees' station. Where an employee goes ~~off~~ duty at the fireground he shall be paid for one (1) additional hour at the overtime rate.

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

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

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

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

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

- (i) Upon completion of any overtime worked by him, or within 48 hours thereafter, such employee shall indicate in writing on a

form, to be provided for the purpose of whether he elects to be paid for such overtime or take time off in lieu, and such election shall be entered in the records of the Department;

- (ii) Periods of overtime for which the employee has elected to be paid shall be paid on the first payday of the next following calendar month.
- (iii) Where an employee elects time off in lieu of overtime worked, such time off shall be taken at a time acceptable to the Chief Officer of the Department within one hundred and eighty (180) days after such overtime work was performed.

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

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

ARTICLE XII — CALLBACK:

12.01 For the purpose of this Article, "Callback" is defined as the callback to duty of an employee after he has reported off duty and before his next following tour of duty.

12.02 Where an employee is called back to “duty”, he shall be paid at the rate of time and one-half (1-½) his regular hourly rate of pay for all time worked for a minimum of three (3) hours pay at the rate of time and one-half (1-½) his regular hourly rate for each such callback.

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

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

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

ARTICLE XIII — VACATIONS:

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

(a) after one (1) year’s probationary service, two (2) calendar weeks vacation with pay;

(b) after four (4) years’ continuous employment with the Department but less than fifteen (15) years’ continuous employment, three (3) weeks’ vacation with pay;

(c) (i) after fifteen (15) years’ continuous employment but less than sixteen (16) years’

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

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

(d) after twenty (20) years' continuous employment, all personnel who are employed on Office duties, Maintenance duties, Fire Prevention duties or Training Division duties, shall receive four (4) calendar weeks vacation with pay. Such personnel shall have the option to

have the final week of vacation payable in cash at the rate of time and one-half.

(e) all Operational employees who have more than twenty (20) years' continuous employment, shall receive in lieu of a fourth week of vacation, one weeks salary payable at time and one-half (1-½) the weekly salary for his rank. Such employees shall receive such payment on or before the 30th day of November in each and every year.

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

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

13.02 **EFFECTIVE JANUARY 1, 1979**

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

- A. those that are to receive 10 shifts — no change
- B. those that are to receive 9 shifts — one (1) additional day to be added to the two (2) week portion of their Vacation and Holiday entitlement.
- C. those that are to receive 8 shifts — two (2) additional days to be added to the two (2) week portion of their Vacation and Holiday entitlement.

EFFECTIVE MARCH 1, 1979

- A. those that are to receive 8 shifts — no charge.

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

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

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

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

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

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

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

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

13.05 The Platoon Chief or District Chief may grant, if possible, a request from an employee to select a day off

and have such day charged to the employee's vacation.

ARTICLE XIV — PAID HOLIDAYS:

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

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) the birthday or the day appointed for the celebration of the birth of the reigning Monarch.
- (e) Dominion Day or Canada Day
- (f) Halifax Natal Day
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day
- (l) Any other day appointed by proclamation

of the Governor General of Canada, the Lieutenant Governor of Nova Scotia, or the Mayor of the City of Halifax or his designate, as a general holiday, provided that should such day be appointed, operational employees shall be paid for 8.4 hours at the rate of time and one-half.

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

such employees, the holiday shall be observed either on the immediately preceding Friday or the immediately following Monday as may be determined by the City.

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

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

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

ARTICLE XV — STEP INCREASES IN PAY SCALE FOR FIREFIGHTERS:

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

15.02 Firefighter 3rd Class

This step shall apply to all employees in the employ of the City covered by this Agreement upon the

completion of one year's continuous service with the City in the first step of the pay scale and upon the recommendation of the Chief Officer of the Fire Department and such recommendation shall not be withheld except for just cause.

15.03 Firefighter 2nd Class

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

15.04 Firefighter 1st Class

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

ARTICLE XVI — SENIORITY AND SERVICE PAY:

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

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

the original date of hiring.

16.03 In addition to the general seniority acquired by all employees as provided in Clause .01 hereof, officers shall acquire seniority in each rank they hold beginning from the date they are promoted to that particular rank and in the event of two (2) or more officers having received or receive their promotion to the same rank on the same date, their seniority within the rank shall be determined by their date of appointment to the Fire Department, or, where the dates of appointment are identical, according to whoever's surname occurs earliest in the alphabet. In the event of demotion, or layoff and recall after layoff, seniority shall be the governing factor provided where there is a demotion of layoff in an officer rank within the bargaining unit, seniority within that rank shall be the governing factor and any employee so displaced shall have the right to exercise his Department seniority to displace an employee in a lower rank and any employees thereby displaced shall have similar rights to exercise their seniority. Employees shall be recalled in the reverse order of their lay-off and no new employees shall be hired until those laid off have been given a proper opportunity of recall.

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

and a copy of such updated list provided to the Union.

16.05 The City agrees that each employee covered by this Agreement shall receive in addition to his regular salary as set out in Schedule "A" hereto annexed, long service pay commencing when the employee is in his fifth (5th) year of continuous employment, at the rate of Two Dollars and Twenty-Five Cents (\$2.25) per month for each year of continuous employment. The year of continuous employment each employee is in shall be determined on November 30th in each year and every year. Payment to be made on the first payday in December in accordance with Schedule "C" hereto annexed which is part of this Agreement.

ARTICLE XVII — TRAINING:

17.01 All employees required to give or take Fire Department Training within the Fire Department during off-duty hours shall be paid at the rate of time and one-half (1-1½) their hourly rate of pay for the time involved in such training and it is agreed that **this training will not** interfere with an employee's leave. **The computation of** regular hourly rate of pay and **the computation of all** fractional hours shall be as determined in Article 8 hereof.

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

commence Monday and terminate on Friday. All employees so assigned shall be notified with as much notice as possible, in writing, and provided to the Union Secretary. Prior to the appointment as Lieutenant, any employee so appointed shall spend one month each in the Training and Fire Prevention Divisions of the Department. The Employee shall receive Acting pay while so assigned.

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

18.01 Any employee covered by this Agreement who is assigned to act in the capacity of a position or rank higher than that which he normally holds shall be paid at the rate for such higher rank or position while so assigned. All temporary substitution will be from the appropriate promotional roster in effect at the time of substitution, except when the substitution is for a period of less than 14 hours. In these periods of less than 14 hours the first man on the list will be used when possible. Any employee temporarily assigned to a position or rank lower than that which he normally holds shall not have his normal rank rate reduced.

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

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

payable under the Workers' Compensation Act.

19.02 All employees shall be entitled to earn eighteen (18) days or six (6) shifts of individual sick leave per calendar year at the rate of one and one-half (1-1½) days or one-half (½) shift for every month of employment. The parties agree that as of March 1, 1978, each employee shall be deemed to have eighteen (18) days or six (6) shifts of sick leave credits for each year of employment or appropriate portion for a partial year. An employee may accumulate a maximum of 150 days sick leave credits. Any unused portion of an employee's sick leave shall accrue for his future benefit.

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

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

1. The maximum number of days to be held in the Bank at any time shall not exceed eight hundred (800);
2. As of March 1, 1978, there shall be deemed to be eight hundred (800) days in the Sick Leave Bank;
3. Whenever the number of days in the Sick Leave Bank drops below two hundred and fifty (250) days then days shall be credited to the Bank as follows:
 - (a) one-eighth of a day per month to a maximum of one and one-half days per year for each employee who has completed two years of service;

(b) all such monthly accumulation shall cease when the Bank reaches a total credit of eight hundred (800) days;

(c) in order to qualify to obtain days from the Sick Leave Bank the employee must have completed six months of service with the Employers at the time the application for days from the Sick Leave Bank is made.

4. The Sick Leave Bank shall be jointly administered by the Employers and the Union with the City Manager to Act as adjudicator. In the event of a disagreement between the Employers and the Union, the matter shall be referred to arbitration.

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

ARTICLE XX — GRIEVANCE PROCEDURE:

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

processed in the manner set forth herein.

Step 1:

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

step 2:

Failing satisfactory settlement of the grievance in Step 1, the grievance shall not be carried forward unless within ten **(10)** days of receipt of the answer under Step 1 hereof, the grievance may be submitted in writing, to the Chief Officer of the Department, who shall, within five **(5)** days of receipt of the grievance both meet with the Union Grievance Committee and give his written answer to the grievance;

Step 3:

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

Step 4:

Failing satisfactory settlement of the grievance in Step 3, the grievance shall not be carried forward further

unless within thirty **(30)** days of receipt of the answer in Step **3** the Union gives notices in writing to the City Manager that it intends to submit the matter to arbitration in accordance with Article **XXI**.

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

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

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

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

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

20.07 Under no circumstances shall an employee covered by this Agreement be called upon by Management

to discuss a grievance unless represented by the Grievance Committee or their designates.

ARTICLE XXI — ARBITRATION:

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

21.02 No person shall be appointed Arbitrator who:

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

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

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

21.04 Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply in writing to the Arbitrator for a clarification of his decision

within ten (10) days of the receipt of the decision. Such clarification by the Arbitrator shall not involve the presentation or consideration of evidence or hearing of argument from either party.

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

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

ARTICLE XXII — MEDICAL AND BENEFIT:

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

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

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

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

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

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

ARTICLE XXIII — FORCE COMPLEMENT, PROMOTIONS & VACANCIES:

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

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

23.03 When any position in the bargaining unit other

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

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

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

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

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

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

ARTICLE XXIV — MAINTENANCE:

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

including the Platoon Chiefs and District Chiefs Offices

ARTICLE XXV — CLOTHING

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

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

Tunics

Uniform Pants

Uniform Caps

Universal Coats

Uniform Shirts — choice of sleeve length to be made by employee

Fatigue Shirts — choice of sleeve length to be made by employee

Fatigue Pants

Ties

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

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

The City agrees that by December 20, 1980, all

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

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

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

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

25.05 There shall be an annual shoe allowance:

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

ARTICLE XXVI — SURVIVOR’S BENEFIT:

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

26.02 (a) The widow shall receive the survivor’s benefit **until** remarriage or age 65 (whichever comes first), or if there is no widow, a child or children shall receive survivor’s benefit if unmarried and under the age of 18 years,

or between the ages of 18 and 25 years and continuing to go to school or university full time.

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

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

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

ARTICLE XXVII — PRE-RETIREMENT:

27.01 (a) All employees covered by this Agreement, after ten (10) years' continuous service with the Employers, and upon retirement under any of the provisions of the Superannuation Plan of the City, shall be entitled to pre-retirement leave with pay, computed on the basis of three (3) calendar days for each completed year of service from the date of employment with the Employers, up to a maximum of three (3) calendar months. During such time, an employee shall receive his regular rate of pay for **all** normal work days he would have worked had he not been on leave.

(b) All employees entitled to receive pre-retirement leave may elect to work all or a portion of the pre-retirement leave period and receive a lump sum pay-

ment for the pre-retirement period worked. Where the lump sum payment is chosen, this amount shall not be computed as part of the person's pension and would be paid at the time of actual retirement.

ARTICLE XXVIII — SAFETY:

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

ARTICLE XXIX — ORDERS, RULES AND REGULATIONS:

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

29.02 The Union hereby expressly confirms that it has

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

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

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

ARTICLE XXX — DISCIPLINE:

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

date of rendering the decision of the Committee on Safety.

30.02 The record of an employee shall not be used against him at any time after twenty-four (24) months following a suspension or disciplinary actions including letters of reprimand or other adverse report.

**ARTICLE XXXI — DURATION
AND TERMINATION:**

31.01 Subject to Article 35.01 this Agreement and all of its provisions shall be deemed to have come into full force ~~and effect on the 1st day of March A.D. 1985, and shall continue in full force and effect until the 29th day of February, A.D. 1988~~ and thereafter from year to year unless either the City or the Union shall give notice to the other as hereinafter provided, it desires that this Agreement shall be revised, modified, amended or terminated or that the terms and conditions of a new Agreement be negotiated to replace this Agreement.

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

- (a) if given by the City it must be served either by personal service or registered mail, upon the President or Secretary of the Union.
- (b) if given by the Union, it must be served either by personal service or registered mail, upon the City Clerk of the City.
- (c) it must be served upon the President or Secretary of the Union, or upon the City Clerk of the City, whichever is applicable, before the first day of December, 1987.

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

ARTICLE XXXII — BENEFIT AND BINDING:

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

ARTICLE XXXIII — COPIES OF AGREEMENT:

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

ARTICLE XXXIV — ACCESS TO PERSONNEL FILE:

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

ARTICLE XXXV — RETROACTIVITY:

35.01 Salaries are retroactive, overtime and acting pay to March 1, 1985, and all other items will be effective the date of signing of this collective agreement.

ARTICLE XXXVI — POST STRIKE PROVISION:

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

shall they earn any benefit (including wages) for the duration of the strike period.

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

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

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

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

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

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

**ARTICLE XXXVIII — LEGISLATION
COURT ACTION:**

38.01 If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE XXXIX — LEGAL AID
AND PROTECTION:**

39.01 The City shall provide at no cost to the employee and/or group of employees defense and Counsel chosen by the City whenever any non criminal proceedings (e.g. Civil, magisterial inquiry, coroner's request, 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/their duties. This obligation on the City shall continue until the matter is settled or finally resolved by the judicial process. The City shall have the right to settle civil proceedings at any stage, however such settlement shall be at no cost to the employee.

If the proceedings involved results in an award of damages less than the City's insurance coverage, the City 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.

Each employee shall have the right to retain an additional counsel of his own choice at his own expense.

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 normal compensation during the time the collision or accident is being investigated.

It is expressly understood that this clause does not apply to any procedures involving discipline, grievance, arbitration or any proceedings arising therefrom.

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

SIGNED, SEALED AND DELIVERED
in the presence of

CITY OF HALIFAX
Ron Wallace
Mayor
E. A. Kerr
Acting City Clerk

**THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL UNION NUMBER 268**
R. Glenn Stoddard
President
Terrence J. Atkins
Secretary

SCHEDULE "A"
SCHEDULE OF SALARIES — LOCAL 268

	March 1 1985	March 1 1986	March 1 1987
3rd Class Firefighter	\$17,211	\$18,386	\$19,603
2nd Class Firefighter	\$20,078	\$21,253	\$22,470
1st Class Firefighter	\$29,250	\$30,425	\$31,642
Firefighter Mechanic	\$29,733	\$30,908	\$32,125
Lieutenant	\$31,560	\$32,735	\$33,952
Captain	\$32,820	\$33,995	\$35,212
Mechanical Superintendent	\$34,500	\$35,675	\$36,892

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

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

SCHEDULE "C"
SERVICE PAY

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

APPENDIX "B"

ARTICLE I — RECOGNITION:

(1) This Appendix covers all items as agreed relating to Fire Alarm employees represented by the International Association of Firefighters, Local Union 268 and forms part of this Collective Agreement.

ARTICLE II — MANAGEMENT RIGHTS:

The Union and the employees covered by this Appendix recognize and acknowledge that it is the exclusive function of the City to:

Maintain order, discipline and efficiency.

ARTICLE III — LEAVE OF ABSENCE:

(1) The City agrees that any employee covered by this Appendix who is required to attend any negotiations for collective bargaining or conciliation and the processing of grievances or arbitration proceedings, shall be granted leave of absence with pay to attend such Union business if it occurs during normal working hours. No more than five (5) employees shall be granted such leave at any one time.

(2) Special leave with pay to be granted by the City to authorized members of the Union to attend legitimate Labour Organization affairs such as conventions and education seminars, not to exceed a total of twenty-five (25) days per annum.

(3) The employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the employer shall allow leave of absence without loss of seniority so that the employee may be a candi-

date in federal, provincial elections.

(4) When death occurs to a member of the immediate family of an employee covered by this Appendix, hereinafter defined in Article 24.07, such employee shall be granted compassionate leave with pay for a period not to exceed three (3) consecutive days, one of which shall be the day of the funeral, to the extent that any or all of these days are normal working days.

(5) One (1) day's compassionate leave with pay shall be granted to an employee covered by this Appendix for the purpose of attending the funeral of a grandchild, sister-in-law or brother-in-law, provided that such day is a normal working day.

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

(7) For the purpose of this Article, members of the immediate family are the employee's wife, husband, grandparent, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law and includes step relations.

(8) Pay for the period of the compassionate leave as defined in sections (6), (7) above and (8) herein will not be granted if the employee does not attend the funeral, unless excused therefrom by the supervisor of the department or by a qualified medical practitioner on medical grounds.

(9) (a) In the event that some necessary additional time is requested for compassionate purposes, the em-

ployee may request additional days of leave, and such additional days of leave may be granted at the discretion of the supervisor of the department;

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

(10) The maternity provisions contained in Section 56 of the Labour Standards Code, being Stats. N.S. 1972, c.10, shall apply to this Appendix which provisions read as follows:

"56. (1) An employer who is not exempted from the provisions of this section by regulation shall not terminate the employment of an employee who has been in his employ for one year or longer because of her pregnancy, but the employer, before or after the commencement of the period referred to in subsection (2) may require the employee to commence a leave of absence at the time when the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy.

(2) An employer shall, upon the request of an employee and receipt of a certificate by a legally qualified medical practitioner stating that the employee named herein is pregnant and specifying the date upon which delivery will occur in his opinion, grant or caused to be granted to the employee a leave of absence at any time during a period of

eleven weeks immediately preceding the specified date and until the date of actual delivery.

(3) An employee shall not work and her employer shall not cause or permit her to work for at least six weeks after the date of delivery or for a shorter period that, in the written opinion of a legally qualified medical practitioner, is sufficient.

(4) Where an employee reports for work upon the expiration of the period referred to in Subsection (3) her employer shall permit her to resume work with no loss of seniority or benefits accrued to the commencement of the maternity leave.

(5) For purposes of Subsection (1) an employee shall produce, when so requested by her employer, the certificate referred to in subsection (2).

(11) Any employee covered by this Appendix who is summoned for Jury Duty shall receive full pay from the City, at the same regular rate of pay as was in effect for such employee immediately prior to going on Jury Duty, for such period, to the extent that any or all of the days in the period are normal working days.

All monies received by an employee by reason of his jury service shall be paid to the City Treasurer in consideration of the employee receiving full pay from the City during such absence.

(12) An employee shall be entitled to leave of absence

with pay and without loss of seniority and benefits to write examinations to upgrade his employment qualifications for those granted prior approval by the City to take the course. Leave shall be discretionary for unapproved courses.

(13) An employee shall be entitled to leave of absence for good and sufficient cause without pay and without loss of seniority, provided he requests such leave, in writing, and provided such leave is approved by the supervisor.

(14) All employees covered by this Appendix who, after ten (10) years of continuous service with the employer, and upon retirement under any of the provisions of the Superannuation Plan of the City, shall be entitled to pre-retirement leave with pay, computed on the basis of three (3) working days for each completed year of service from the date of employment with the employer, up to a maximum of three (3) calendar months. During such time an employee shall receive his regular rate of pay for all normal work days he would have worked had he not been on leave.

(15) Where no one other than the employee can provide for the needs during illness of an immediate member of the family (as defined in Article 5.7), an employee shall be entitled to special leave days for this purpose, not exceeding one (1) week.

ARTICLE IV — SALARIES:

Salaries for all employees covered by this Appendix in the employ of the City shall be at the respective rates for the classification as set out and contained in Schedule "A", hereto attached.

ARTICLE V — NO STRIKE OR LOCKOUT:

The Union agrees that there shall be **NO STRIKE** during the term of this Appendix, and the City agrees that there shall be **NO LOCKOUT** of the members of the Union during the term of this Appendix. The words “Strike” and “Lockout” shall be as defined in the Trade Union Act.

ARTICLE VI — WAGE HOURS:

(1) The hours of work in a wage-hour day for covered employees shall not be more than ten (10) hours.

(2) The hours of work in a wage-hour week for covered employees shall not be more than forty (~~40~~) hours.

(3) The “standard wage-hour week” for employees employed at the date of this Appendix shall be the established schedule contained in Schedule “B” attached.

(4) “Wage-hour Day” means a period from a designated point in time in one calendar day to the corresponding point in time in the next calendar day.

(5) “Wage-hour Week” means the period from the beginning of a designated wage-hour day of the schedule, in one calendar week, to the beginning of the corresponding wage-hour day in the next calendar week.

(6) (a) Time and one-half (1½) the regular hourly rate of pay shall be paid for all time worked by an employee in excess of his normal working hours.

(b) Double time (2x) the regular rate of pay shall be paid those persons called out after midnight who are not on standby.

(c) Double time (2x) the regular hourly rate of pay shall be paid for all time worked by an employee on Saturday, Sunday or Holiday.

(7) Meals — When overtime work in excess of two (2) hours is required of any person covered by this Appendix, they shall receive Six Dollars (\$6.00) meal allowance upon submission of a receipt.

(8) Safety Equipment — Persons covered by this Appendix shall be supplied with safety equipment by the Director of Engineering and Works, and are required to wear or use safety equipment when performing their duty.

ARTICLE VII — STANDBY DUTY:

(1) “Standby Duty” means hours not covered by an Employee’s wage-hour day.

(2) Each covered employee on a rotating wage-hour week basis, in accordance with Schedule “B”, shall be on Stand-by Duty where he can be reached for trouble calls.

(3) When the covered employee is on Standby Duty, he shall receive a bonus of Forty Dollars (\$40.00) per week.

(4) “Call Out” for trouble calls shall be paid at the rate of time and one-half (1-1/2x) and double time (2x) on Sundays and Holidays the regular hourly rate of pay for all time worked, with a minimum of three (3) hours pay at the appropriate overtime rate in accordance with Article VI. Section (6), for each such **Call Out**.

ARTICLE VIII — VACATIONS:

(1) The vacation earning year shall be from July 1st of

ne year to June 30th of the next year.

2) Every employee covered by this Appendix shall be entitled to the following vacation with pay each year, effective January 1, 1979:

(a) From date of hire to June 30th of an employee's first year of employment, one working day's vacation for each completed month of continuous and factory service to a maximum of eight (8) working days.

(b) Having earned one vacation year, eight (8) working days.

(c) Having earned two vacation years and under ten years, twelve (12) working days.

(d) Having earned ten vacation years and under fifteen years, fourteen (14) working days.

(e) Having earned fifteen vacation years and under twenty years, fifteen (15) working days.

(f) Having earned twenty years vacation years or more, twenty (20) working days.

(g) Every employee covered by this Appendix shall receive an additional wage-hour day's vacation for each holiday which occurs during his vacation period, to be taken at a time mutually agreeable to such employee and the City.

3) All vacations provided by this Article shall be taken at a time acceptable to the Director of Engineering and Works.

ARTICLE IX — SICK LEAVE AND
SICK LEAVE BANK:

(1) Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, confined by doctor's order due to exposure to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Workers' Compensation Act.

(2) Sick leave shall be granted to an employee who, through illness, is unable to perform his duties. However, the supervisor may request a certificate from a qualified medical practitioner during the period of absence, or to send a doctor representing the City, if he so desires, to examine the employee while he is absent from work.

(3) Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1-½) days for every month an employee is employed.

(4) When unused, sick leave shall accumulate at the rate of one and one-half (1-½) days for each completed month of continuous service with the City, to a maximum of one hundred and fifty (150) days. Deductions shall be made from any accumulated credit in favour of any employee for such periods of sick leave granted with pay to such employee.

(5) The City agrees to establish a Sick Leave Bank, for contingency use, to be credited at the rate of one-eighth (1/8) day per month for each such employee. The Sick Leave Bank shall be jointly administered by the City and the Union. It is understood that the City Manager is the final arbitrator on any issue involving the Sick Leave

Bank. The credits remaining in the Sick Leave Bank at January 1, 1977, shall be cancelled to the extent of twenty-five per cent (25%).

ARTICLE X — GRIEVANCE PROCEDURE:

1) The City acknowledges the right of the Union to appoint, elect, or otherwise select a Grievance Committee to represent the employees covered by this Appendix, whose names shall be communicated to the City by the Union. Any changes in the personnel of such Committee shall be immediately communicated to the City by the Union.

2) Where a difference arises between the City and any employee covered by this Appendix, relating to interpretation, application or administration of this Appendix, including any question as to whether a matter is arbitrable, or where an allegation is made that this Appendix has been violated or whenever such employee alleges that there has been a discriminatory discharge, suspension, or other discipline or that he has been discharged, suspended, or otherwise disciplined without just cause such difference or allegation shall be the subject matter of a grievance and shall be processed in the manner set forth hereinafter:

(a) Grievance means claim of one party that the other party has violated this.

These Steps are as follows:

STEP	UNION'S SPOKESMAN	APPEAL TIME (Working Days)	EMPLOYER'S SPOKESMAN	ANSWER TIME (Working Days)
1	Employee/ Grievance Committee	5	Superintendent of Plant	3
2	Grievance Committee	5	Director of Engineering/ Works	5
3	Grievance Committee	5	Director of Labour Relations	7

(b) Once the appeal time at any step begins to run, then, if the Union spokesman appeals before it expires, the answer time at the step begins to run; otherwise, when the appeal time expires, the answer given at the preceding step becomes **final**.

(c) Once the answer time begins to run at any step except the last, then if the City's spokesman answers before it expires, the appeal time at the next step begins to run; otherwise, when the answer time expires, the answer time at the next step begins to run and the employer's spokesman at the next step shall be required to give the employer's answer.

(d) The grievance shall be fully submitted when the answer in the last step is given by the employer's spokesman or when the answer time expires in the last step whichever first occurs.

TICLE XI — ARBITRATION:

) If the grievance is fully submitted and within thirty (30) days thereafter, the grievant gives the other party a demand to arbitrate, setting forth the precise question it proposes to arbitrate, then arbitration has been properly demanded.

) Within five (5) working days of such demand being received by the City or by the Union, the City and the Union shall agree on a single arbitrator as an Arbitration Board. Should the parties be unable to agree on an Arbitrator within the said five (5) working days, either one may apply to the Minister of Labour to appoint an arbitrator for the purpose.

) No person shall be selected as an Arbitrator who:

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

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

) The Arbitrator shall determine his own procedure, but all the parties will be given full opportunity to present evidence and to make any representations.

) The decision of the Arbitrator shall be final and binding on the City and the Union; PROVIDED HOWEVER, that the Arbitrator shall not have the power to alter, add to, modify or amend this Appendix in any respect whatsoever.

ARTICLE XIII — BENEFITS:

(1) Persons covered by this Appendix are entitled to existing City wide benefits: Superannuation, Group Insurance, Statutory Holidays, Workers' compensation, U.I.C., Pre-retirement Leave, and the Sick Leave and Sick Leave Bank as described in Article IX and Vacation as described in Article VIII and Compassionate Leave as described in Article III. Optional benefits include Blue Cross and Credit Union.

(2) The City agrees to provide identification badges to each employee.

ARTICLE XIV — RETROACTIVITY:

Salaries, Standby Pay, and meal allowance are retroactive to January 1, 1985. All other Articles are to be considered effective at date of signing of this Collective Agreement.

SCHEDULE "A"
FIRE ALARM LOCAL 268

	March 1 1985	March 1 1986	March 1 1987
Lineman			
Technician	\$12.291 hr. (\$25,663.608)	\$12.783 hr. (\$26,690.904)	\$13.294 hr. (\$27,757.872)
Senior			
Lineman	\$13.091 hr.	\$13.583 hr.	\$14.094 hr.
Technician	(\$27,334.008)	(\$28,361.304)	(\$29,428.272)

Senior Lineman Technician shall carry a premium of 80¢ per hour.

SCHEDULE "B"

Monday to Friday --- Schedule in effect as shown below:

Standard Four-Day, 40-Hour Work Week
 10-Hour Day --- 7:00 a.m. to 6:00 p.m.
 With one Hour for Lunch.

WEEK I	M	T	W	T	F	S	S
A	x	x	x	x		-	-
B	x	x		x	x	-	-
C	x		x	x	x	-	-
D		x	x	x	x	-	-
WEEK II	M	T	W	T	F	S	S
A	x	x		x	x	-	-
B	x		x	x	x	-	-
C		x	x	x	x	-	-
D	x	x	x	x		-	-
WEEK III							
A	x		x	x	x	-	-
B		x	x	x	x	-	-
C	x	x	x	x	x	-	-
D	x	x		x	x	-	-
WEEK IV							
A		x	x	x	x	-	-
B	x	x	x	x		-	-
C	x	x		x	x	-	-
D	x		x	x	x	-	-

- WEEK V This week is a repeat of Week
schedule is repeated every four
- NOTE: (1) Linemen are indicated by letters
A, B, C and D.
- (2) Work days = x.
- (3) Days Off = -
- (4) Stand-by days are enclosed in a box. The
man who is **off** on Wednesday shall be on
stand-by for one week including Saturday
and Sunday.
- (5) The above schedule may be altered at the
discretion of the City for new employees
hired after January 1, 1974.