

THIS AGREEMENT made and entered into this _____ day of _____ in the year Two Thousand and One.

BETWEEN

THE CORPORATION OF THE CITY OF NEW WESTMINSTER

(hereinafter called the "Employer"),

OF THE FIRST PART

AND

***CITY FIREFIGHTERS' UNION, LOCAL 256,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS***

(hereinafter called the "Union"),

OF THE SECOND PART

1. *COVERAGE*

WHEREAS the Employer is an employer within the meaning of the "Labour Relations Code", being Chapter 244 of the Statutes of British Columbia, 1996;

AND WHEREAS the Union is the duly certified bargaining authority for those employees of the City Fire Department, excepting the Fire Chief, the Deputy Fire Chief and the Secretary to the Fire Chief;

This Agreement shall constitute the wages and working conditions for the employees in respect of whom the Union is so certified.

2. *TERM OF AGREEMENT*

- a) The Agreement shall be for the term of three (3) years with effect from 2000 January 01, to and including 2002 December 31 and shall remain in full force and effect thereafter from year to year unless either party, within the four (4) calendar months immediately preceding the expiry date gives to the other party written notice of its desire to terminate or amend the Agreement.
- b) The provisions of the Subsections 50(2) and 50(3) of the Labour Relations Code shall be specifically excluded from and shall not be applicable to the new Collective Agreement.

3. *UNION SECURITY*

- a) The Employer will not discriminate against any member of the Union by reason of Union activities.

- b) All employees covered by the Union Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction, provided membership in the Union remains on a voluntary basis and is not a condition of employment. This deduction shall become effective on the first day of the month coincident with or next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the Employer on the final day of the first pay period in that month. Deductions shall be made in respect of all subsequent months provided an employee works any part of the month. These arrangements shall remain in effect for so long as this Union remains the recognized bargaining authority.

4. WORKING CONDITIONS

4.1 Hours of Work

The hours of work for employees covered by this Agreement shall be as follows:

- a) The classes of Firefighter, Firefighter-First Aid Instructor, Captain, Lieutenant, and Assistant Fire Chief shall work an average of forty-two (42) hours per week.
- b) The class of Mechanic shall work forty (40) hours per week.
- c) The class of Fire Alarm Operator/Clerk shall work thirty-seven and one-half (37 ½) hours per week.
- d) The classes of Fire Inspector, Fire Inspector-Captain, and Chief Fire Inspector shall work thirty-five (35) hours per week. Employees of the Fire Inspection Branch, save and except the Chief Fire Inspector, may have their hours of work scheduled to accommodate a mutually acceptable four day work week.
 - i) At the end of each calendar year there will be a joint review of the personnel records of the employees who have worked a four (4) day week in the Fire Inspection Branch to ensure that such employees have neither gained nor lost benefits under the Gratuity and Sick Leave Plans as a result of having worked a four (4) day week in the branch rather than a five (5) day week. Any necessary adjustment to entitlement under the Sick Leave and Gratuity Plans shall be made to the nearest half day.

4.2 Promotional Policy

- a) In making promotions, other things being equal, effect shall be given to seniority.

- b) A fair and adequate opportunity shall be given to all members of the Union to qualify for promotion.
- c) The Employer agrees to reimburse members of the Union for expenses incurred by such members on the successful completion of a course or courses approved by the Director of Fire and Rescue Services (hereinafter referred to as "Fire Chief") and Fire Committee which courses are over and above in-service training.

4.3 Probationary Period

- a) Each new employee shall be placed on probation until he has completed twelve (12) months of service.
- b) This probationary period shall be for the purpose of determining the employee's suitability for permanent employment. At any time during such period, a probationary employee may be terminated if it can be satisfactorily shown that he is unsuitable for permanent employment.
- c) A probationary employee's suitability for permanent employment will be decided on the basis of factors such as the employee's
 - i) quality of work
 - ii) conduct
 - iii) ability to work harmoniously with others
 - iv) ability to meet firefighting standards set by the Employer
- d) If a probationary employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the original date of employment.
- e) Upon being promoted or transferred, an employee shall be placed on probation until he has completed six (6) months of service to the satisfaction of the Employer. Any employee, however, who acts in a higher rank to which he is ultimately promoted shall receive as credit toward his probationary period, each full tour of duty while acting in such higher rank during the two (2) years prior to his appointment. For purposes of this Article, a full tour of duty is a block of four consecutive shifts (i.e. two (2) days and two (2) nights with no intervening shifts off).

4.4 Seniority

For the purpose of establishing seniority of present employees of the Fire and Rescue Services Department there is attached hereto as Schedule "B" a list of all

employees presently employed showing the date from which seniority shall commence and which is accepted by both parties hereto as establishing such seniority.

4.5 Changes Affecting the Agreement

The Employer agrees that any reports or recommendations to be made to Council dealing with any matters covered by this Agreement or any proposed changes in general conditions presently in force, but which are not specifically mentioned in the Agreement, shall forthwith be communicated to the Union in order to afford the Union opportunity to oppose such changes if it so desires when the reports or recommendations or proposed changes are dealt with by the Employer.

4.6 Residence Privileges

- a) Every employee shall, as a condition of employment, reside either within the territorial limits of the City of New Westminster or not farther than twenty-four (24) kilometers from those said limits.
- b) Following the submission of a written request to the Fire Chief from an employee, and only with the subsequent written approval of the Fire Chief, an employee may be exempted from the limitation described in Subsection 4.6(a) above, but in no event shall the number of exempted employees exceed ten (10) in total.
- c) Employees who on 1983 March 22nd were residing outside of the limits described in Subsection 4.6(a) above, but who were residing within the Lower Mainland of British Columbia, shall be exempted from the provisions of Subsection 4.6(a) above, but shall be included as a portion of the maximum of ten (10) exempted employees as described in Subsection 4.6(b) above.

4.7 Telephone

Every employee covered by this Agreement shall have a telephone at his place of residence.

5. REMUNERATION

5.1 Pay

The scale of remuneration set out in Schedule "A" attached hereto shall apply during the term of this Agreement and the said Schedule "A" shall form a part of this Agreement.

5.2 Acting Pay

- a) Any employee who is required to accept the responsibilities and carry out the duties incident to a position or rank senior to that which he normally holds shall be paid at the rate for the senior position or rank while so acting.
- b) Any employee who has acted in the rank of Assistant Fire Chief shall, upon permanent appointment to that rank, receive as a credit toward eligibility for placement at the second increment of the pay range all full tours of duty acted by him as an Assistant Fire Chief in the twelve (12) month period immediately preceding his permanent appointment to the rank of Assistant Fire Chief.
- c) When an employee is required to assume the duties and responsibilities of a rank higher than that which he normally holds for an accumulated total of at least six (6) months in any calendar year, he shall be paid at the rate of the higher rank during any vacation period following the completion of the six (6) months in that calendar year and rate adjustments will be made on the following pay period. The six (6) months referred to in this Article 5.2(c) shall include one-half (1/2) of the employee's normal vacation entitlement period.

5.3 Call Out

An employee reporting for work at the call of the Employer in response to an emergency alarm, or at any time one hour or more following the commencement of a shift, shall be paid at the rate of two (2) times his regular rate of pay for the entire period spent at his place of work in response to the call, with a minimum of three (3) hours at the rate of two (2) times his regular rate of pay PROVIDED HOWEVER, when such a call out to work occurs on a Statutory Holiday as defined in Article 7.3 of this Agreement the employee shall be paid at the rate of three (3) times his regular rate of pay.

5.4 Extra Shifts

Where an employee agrees to work or is required by the Employer to work a shift or portion thereof, or shifts in excess of his scheduled work week, the employee will receive pay at the rate of one and one-half (1 1/2) times his regular hourly rate for such excess shifts.

5.5 Overtime

- a) An employee who is required to work overtime immediately following the completion of his regular shift shall be paid at one and one-half (1 1/2) times the hourly rate of the employee for the first two hours, and two (2) times the hourly rate of the employee for all overtime hours worked beyond two hours computed on the basis of the employee's normal working hours.
- b) When computing the payment of overtime of an employee under Article 5.5(a) herein, all time worked by such employee from the time he completes his regular shift until he returns (if his duties required him to leave his regular place of work) to his regular place of work (e.g. the Fire Hall at which he is stationed) and has been relieved of further duties, shall be deemed to be overtime.
- c) Overtime pay for all employees shall be computed on an hourly basis as follows:

$$\frac{\text{Monthly Rate} \times 12}{26.089} = \text{bi-weekly rate (round to two decimal places)}$$

$$\frac{\text{Bi-weekly Rate}}{\text{Bi-weekly Hours}} = \text{hourly rate (round to four decimal places)}$$

The figure 26.089 is derived as follows: 365-1/4 days (the average over four years allowing for a leap year) divided by 14.

6. *SPECIAL ALLOWANCES*

6.1 Uniform Issue

- a) For every employee covered by this Agreement the Employer will provide upon completion of the probation period a complete uniform and thereafter will issue as follows: Annually - two pairs of trousers, two dress shirts, two work shirts, one pair of shoes and one tie. Biennially - one double-breasted tunic and one uniform cap, except Fire Wardens, to whom one tunic shall be issued

annually. Quinquennially - one uniform raincoat, except for Assistant Fire Chiefs, Chief Fire Inspector and Fire Inspectors to whom one raincoat shall be issued annually. All clothing referred to herein shall remain the property of the Employer and shall be returned to the Employer by every person leaving the service of the Employer excepting only those persons retiring on Superannuation.

- b) The Employer will also provide every employee covered by this Agreement whose duties include the fighting of fires with firefighting equipment which shall include rubber boots, a helmet and service coat and such other equipment as may be recommended by the Fire Chief and approved by the City Council; all such equipment shall be returned to the Employer when the employee ceases to perform such duties PROVIDED THAT on application to the Fire Chief and on approval of the City Administrator, where reasonable cause is shown, the Employer may substitute a raincoat for a tunic in any given year.

6.2 Uniform Cleaning Allowance

- a) The Employer shall pay for the cleaning of the following items of clothing issue for all employees who are required to wear a uniform in the performance of their duties, in accordance with the maximums specified:

1 work or dress shirt per working shift;
1 pair of trousers per 2 working shifts; and
1 tunic or jacket per working month.

- b) The Employer shall designate a cleaning establishment which will be authorized to perform cleaning for employees as set out under Subsection 6.2(a) above. The Employer shall discuss the selection of such establishment with the Union.
- c) Uniform items cleaned pursuant to Subsection 6.2(a) above may be both deposited at and retrieved from the designated cleaning establishments by the employee or by his designate, while off duty in accordance with the administrative procedures established by the Employer from time to time.

6.3 Retirement Pay

Any Fulltime employee

- a) who has reached minimum retirement age as defined in the Pension (Municipal) Act and has completed at least ten (10) years of pensionable service as defined in the said Act; or

- b) whose age and years of service with the Employer total eighty (80) years or more, shall be entitled to receive one (1) month of pay at his normal salary rate on termination of his employment for any reason.

6.4 Industrial First Aid Pay

- a) Eight (8) employees in the Fire Department will be eligible to receive Occupational First Aid Pay. Such employees will be selected from the rank of Firefighter by the class of certificate beginning with OFA Level III and then by seniority.
- b) Monthly payment will be based on ticket levels as follows:

OFA Level III Certificate	\$100.00
OFA Level II Certificate	\$ 85.00

7. *VACATIONS AND OTHER LEAVE*

7.1 Vacations

Paid annual vacations for all employees covered by this Agreement shall be as follows:

- a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the "Employment Standards Act".
- b) Employees hired after May 1st in any calendar year may be paid their vacation entitlement in their first calendar year of service in cash, in lieu of leave, at the discretion of the Employer.
- c) Firefighting Element
 - i) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of nine (9) duty shifts for each month or portion of a month greater than one-half (1/2) worked by December 31st.
 - ii) During the second calendar year of service - nine (9) duty shifts.
 - iii) During the third to and including the tenth calendar year of service - thirteen (13) duty shifts.

- iv) During the eleventh to and including the twenty-third calendar year of service, except during the twenty-first calendar year of service - seventeen (17) duty shifts.
- v) During the twenty-first calendar year of service – twenty-one (21) duty shifts.
- vi) During the twenty-fourth and all subsequent calendar year of service – twenty-one (21) duty shifts.
- vii) All vacations shall commence on the first duty shift after the employee's days off and all vacations shall be on duty shift basis.

d) Other Employees

- i) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of fifteen (15) calendar days for each month or portion of a month greater than one-half (1/2) worked by December 31st.
 - ii) During the second calendar year of service - fifteen (15) calendar days.
 - iii) During the third (3rd) to and including the tenth (10th) calendar year of service - twenty-two (22) calendar days.
 - iv) During the eleventh (11th) to and including the twenty-third (23rd) calendar year of service, except during the twenty-first (21st) calendar year of service - twenty-nine (29) calendar days.
 - v) During the twenty-first (21st) calendar year of service - thirty-six (36) calendar days.
 - vi) During the twenty-fourth (24th) and all subsequent calendar years of service - thirty-six (36) calendar days.
- e) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month or portion of a month greater than one-half (1/2) worked to the date of termination.

PROVIDED THAT:

"Calendar Year" for the purpose of this Agreement shall mean the twelve (12) month period from January 1st to December 31st inclusive.

In all cases of termination of service for any reason other than retirement on Superannuation or on attaining maximum retirement age, adjustment will be made for any overpayment of vacation.

7.2 Vacation at Retirement

Employees leaving on Superannuation, or upon leaving at reaching maximum retirement age, are entitled to vacation as follows: If retiring prior to March 31st, they receive one-half (1/2) of the usual annual vacation. If retiring March 31st or later, they receive the full annual vacation.

7.3 Statutory Holidays

- a) Employees engaged in a type of work required to be performed continuously and on every day, including Statutory Holidays throughout the year shall receive in each calendar year eleven (11) consecutive duty shifts in lieu of the following Statutory Holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by Council or by the Federal or British Columbia Governments to be a Civic or Statutory Holiday.
- b) Fire Inspection staff who receive Statutory Holidays as they occur shall not be granted the time off in lieu of Statutory Holidays stated above, but shall receive eleven (11) guaranteed Statutory Holidays per year. When a holiday falls on a Saturday or a Sunday, and if no other day has been proclaimed in lieu of it, the Employer will provide each employee with another paid holiday or with an additional day of pay.
- c) All employees covered by this Agreement and engaged in a type of work required to be performed continuously and on every day, including the Statutory Holidays listed in Article 7.3(a) herein, shall in addition to the entitlement set forth in that Article, receive a payment in cash at the rate of fifty percent (50%) of the regular hourly rate for each of the hours on duty on such Statutory Holiday between the hours of 00:01 and 23:59.

7.4 Long Service Leave

- a) All employees at the completion of twenty (20) years of service shall be entitled to twenty-eight (28) additional calendar days as vacation which shall be taken before the completion of twenty-five (25) years of service and a similar allowance shall be made at the completion of twenty-five (25) years of service and each five (5) year period thereafter.

- b) Long Service Leave may be taken from January 1st in the calendar year in which the qualifying anniversary occurs, provided however, that if an employee exercises this privilege and fails to remain employed by the Employer, for any reason until his anniversary date in that year, he must reimburse the Employer for the cost of his Long Service Leave.
- c) Long Service Leave may be taken until the end of the calendar year in which the last anniversary date occurred and this principle shall be maintained for each five (5) year period thereafter.

7.5 Bereavement Leave

An employee shall be granted a maximum of four (4) consecutive calendar days leave without loss of pay in the case of the death of a member of his immediate family (i.e. wife, child, mother, father, mother-in-law, father-in-law, sister or brother, common-law spouse, grandparent, ward or other relative living in the employee's household). Such leave will be for the day the death occurs plus three (3) consecutive calendar days. If the day of the funeral does not occur during the four (4) consecutive days referred to then such day shall be granted without loss of pay.

7.6 Jury and Witness Duty

An employee who has been granted paid leave of absence while serving the Court as a subpoenaed juror, as a witness for the Crown, or as a witness in a matter arising from the his duties for the Employer, shall remit to the Employer all monies paid him by the Court except travelling, parking and meal allowances not reimbursed by the Employer.

7.7 Court Attendance

An employee while he is not on duty and who is required to appear in Court (defined as a Court of Criminal or Civil jurisdiction) to provide evidence that was acquired by such employee in the performance of his firefighting duties shall be paid at the rate of one and one-half (1 1/2) his regular hourly rate for all such time spent.

8. EMPLOYEE BENEFITS

8.1 Medical Services Plan

Each Fulltime employee shall be entitled to enroll in the Medical Services Plan effective the first day of the calendar month immediately following the completion of one (1) month of continuous employment. The Employer shall contribute the full premium for the aforesaid Plan.

8.2 Extended Health Benefits Plan

Each Fulltime employee shall be entitled to enroll in the Extended Health Benefits Plan effective the first day of the calendar month immediately following the completion of six (6) months of continuous employment. This Plan shall include a Vision Care Option in the amount of Two hundred, fifty dollars (\$250.00) per person claimable per 24 month period and a maximum lifetime benefit of \$500,000 per person. Effective 2002 January 01, the lifetime maximum benefit will increase to One million dollars (\$1,000,000) per person. The Employer shall contribute the full premium for the Extended Health Benefits Plan.

8.3 Dental Plan

Each Fulltime employee shall be enrolled in the Dental Plan effective the first day of the calendar month immediately following the completion of six (6) months of continuous employment. An employee who is receiving coverage from an alternate source and can produce satisfactory evidence of that alternate coverage to the Employer may refrain from enrolling in the Dental Plan which provides coverage for employees of the Employer. The Employer will contribute the full premium for this Plan.

The Dental Plan will provide for the following services:

- a) Basic Dental Services (Plan A) - The Plan will pay for one hundred percent (100%) of the approved schedule of fees.
- b) Prosthetics, Crowns and Bridges (Plan B) - The Plan will pay for sixty percent (60%) of the approved schedule of fees.
- c) Orthodontics (Plan C) - The Plan will pay for sixty percent (60%) of the approved schedule of fees. Effective 2001 August 01, benefits are provided for the Plan Member and Dependent(s) to a Lifetime maximum of Three Thousand Dollars (\$3,000) per eligible person.

8.4 Group Life Insurance

- a) Each Fulltime employee shall be enrolled in the Group Life Insurance Plan effective the first day of the calendar month following the completion of six (6) months of continuous employment. Effective 2001 August 01, the Group Life Insurance Plan will provide for Eighty Thousand Dollars (\$80,000) of coverage on the life of each employee so enrolled. The Employer shall contribute the full premium for this Plan.
- b) Each Fulltime employee will be entitled to optional Group Life Insurance coverage to a maximum optional coverage of Two hundred thousand dollars (\$200,000) under the terms and conditions set out by the Group Life insurer which provides group life insurance coverage for employees who qualify in Section 8.4(a) of this Agreement. The employee shall contribute the full premium for the optional group life insurance coverage.

8.5 Short Term Sick Leave Plan

- a) Short Term Sick Leave shall be defined as the first eighty-four (84) hours (or equivalent hours equal to two weeks dependent on regular weekly hours) of any absence due to illness or non-occupational injury.
- b) Each Fulltime employee shall be enrolled in the Short Term Sick Leave Plan effective the first day of the calendar month following the completion of three (3) months of continuous employment.
- c) The Short Term Sick Leave Plan will provide for benefits for authorized sick leave absences equal to their regular classified salary net of income tax deductions and Superannuation (including supplementary Superannuation) contributions.
- d) The Union shall undertake responsibility for the Short Term Sick Leave Plan. The participating members of the Plan shall contribute a percentage of their regular classified salary on a regular basis to be determined by the Union. The amount of such contributions shall be determined by the Union and its members shall contribute the full premium necessary to fund authorized short term sick leave absences.

8.6 Medium Term Sick Leave Plan

- a) Medium Term Sick Leave shall be defined as the next six hundred and thirty (630) hours (or equivalent hours equal to fifteen (15) weeks dependent on regular weekly hours) of any absence due to illness or non-occupational injury in excess of Short Term Sick Leave.

- b) Each Fulltime employee shall be enrolled in the Medium Term Sick Leave Plan effective the first day of the calendar month following the completion of three (3) months of continuous employment.
- c) The Medium Term Sick Leave Plan shall provide for benefits at 100% of regular classified salary.
- d) The initial credit of fifteen (15) weeks shall be reinstated in full immediately after an employee who has used any portion of the fifteen week entitlement has returned to work for a continuous period of one (1) month.
- e) The full cost of the Medium Term Sick Leave shall be paid by the Employer and shall be partially offset by the employer/employee rebates of Employment Insurance premiums.

8.7 Long Term Sick Leave Plan

- a) Long Term Sick Leave shall be defined as the next sixty (60) weeks of any absence due to illness or non-occupational injury in excess of Short Term and Medium Term Sick Leave.
- b) Each Fulltime employee shall be enrolled in the Long Term Sick Leave Plan effective the first day of the calendar month following the completion of twelve (12) months of continuous employment.
- c) On December 31 of each year, each Fulltime employee will be credited with 252 hours (or equivalent hours equal to six (6) weeks dependent on regular weekly hours) which shall accumulate to a total of 2,520 hours (or equivalent hours equal to sixty (60) weeks dependent on regular weekly hours). An employee shall not accumulate more than 2,520 hours (or equivalent hours equal to sixty (60) weeks dependent on regular weekly hours) at any time under Articles 8.6 and 8.7 in this Agreement.
- d) The Long Term Sick Leave Plan will provide for benefits of one hundred percent (100%) of regular classified salary.

8.8 Recurring Illness

- a) If an employee who returns to work after receiving sick leave benefits is absent again as a consequence of a recurrence of the same illness for which such sick leave benefits were initially received, within sixty (60) calendar days of his return to work, then his sick benefits shall continue as though his illness was continuous from its onset. If, however, the employee is absent following the expiration of the sixty (60) calendar day period identified above, then his subsequent absence shall be deemed to be a new illness.

- b) Disputes as to what constitutes a recurring illness for purposes of this Section shall be referred to a physician chosen by the City for final determination.

8.9 Sick Leave Recovery

- a) An employee may use sick leave credits for time lost through accidental injuries PROVIDED THAT prior to making a claim or commencing an action for damages against a third party in respect of such injuries, he shall notify the Employer of such claim and enable the Employer the opportunity to be represented in all proceedings or settlement discussions relating to the claim. Any such claim shall include a claim for loss of wages including pre- and post-judgement interest, and to the extent that recovery is made, such amount will be reimbursed to the Employer. The Employer will reimburse the employee, fifty percent (50%) of the cost of the legal fees certified by the employee's legal counsel as being attributed to proving the wage/benefit loss claim.
- b) An employee who fails to notify the Employer in accordance with Article 8.9(a) shall be required to reimburse the Employer in the amount of the wage loss benefit (i.e. sick leave credits), regardless of whether or not he received any monies in settlement of his claim.
- c) Once the Employer has been reimbursed for wage loss benefits under this Article 8.9, it shall credit the employee with the number of sick days equivalent thereto and any resultant gratuity days to which he may be entitled.

8.10 Certificate of Disability

The Employer, at its discretion, may require an employee to provide written confirmation or certification at any time, including the period when an employee is receiving Short Term Sick Leave, of the employee's disability or incapacity to work, or continuing incapacity to work, and the date when the employee is expected to be able to return to work. Such confirmation may be required in the form of a statement from the employee's physician, the medical consultants of the Employer or other qualified practitioner nominated by the Employer.

8.11 Long Term Total Disability

- a) Each Fulltime employee shall be enrolled in the Long Term Total Disability Plan effective the first day of the calendar month following the completion of twelve (12) months of continuous employment.

- b) If evidence is received that any regular Fulltime employee who has completed twelve (12) months of continuous employment, has become totally and permanently disabled by accident, injury or disease, so that such employee shall be permanently, continuously and wholly prevented thereby from performing any work for compensation or profit, then such employee shall be entitled to a total disability benefit, which when combined with any compensation (other than an employee's privately purchased insurance) such as Workers' Compensation, and disability pension benefits pursuant to the Canada Pension Plan, any periodic payments related to the disability under a "no-fault" automobile insurance policy, will achieve a benefit calculated as follows:

67% of the regular salary at the time of disability, such rate of benefit to be indexed annually in accordance with annual general wage increases to a maximum of eight percent (8%) and to be continued during the period of total disability from year to year until maximum retirement age pursuant to the Public Sector Pension Plans Act.

- c) The period of total disability referenced in Subsection 8.11(b) above shall be considered as representing "service" pursuant to the provisions of Public Sector Pension Plans Act, and shall therefore be approved for purposes of providing an indexed pension at maximum retirement age, without Superannuation contributions being made during such period of disability.
- d) The Employer will contribute the full premium for this Long Term Total Disability Plan. In addition, the Employer will continue to pay the full premiums for the Medical Services Plan, Extended Health Benefits Plan, Dental Plan and Group Life Insurance coverage during the period of total disability.
- e) An employee who has been granted a Total and Permanent Disability benefit shall retain employee status for the purpose only of payment of benefits under this Total and Permanent Disability Plan.

8.12 Gratuity Credits Plan

- a) Each Fulltime employee will be credited with one (1) working day for every three (3) months of continuous employment with the Employer, provided that deductions shall not exceed one (1) working day in any one three (3) month period or for any one illness. Deductions shall be applicable to the current calendar year and shall not affect any gratuity accumulated prior to the current calendar year. Gratuity credits may be accumulated to a maximum of one hundred and twenty (120) working shifts.

- b) The total number of gratuity credits earned by each employee will be calculated on December 31st of each calendar year and will remain to the credit of each employee regardless of time lost in any subsequent year through illness or for any other reason.
- c) An employee who has completed three (3) years of continuous service may withdraw all or a portion of the gratuity credits which that employee has accumulated to December 31st of the previous calendar year under the following conditions:
 - i) Gratuity credits may be withdrawn in cash or in leave subject to other provisos contained in this Article 8.12;
 - ii) All requests for withdrawal shall be made in writing by the employee;
 - iii) Gratuity credits which are withdrawn will be paid at the employee's regular classified rate at the time of the payout in cash or in leave;
 - iv) A request for the conversion of gratuity credits into leave shall be subject to the approval of the Employer and shall be taken in whole days. When requesting such leave, the employee must guarantee a replacement who shall be paid at straight time rates;
 - v) An employee shall receive his total gratuity accumulation in cash upon leaving the employ of the Employer provided that he has completed at least three (3) years of continuous service. The aforementioned gratuity credits will be paid at the employee's regular rate of pay in effect at the time of his severance of employment with the Employer.
- d) An employee who is transferred from other civic departments of the Employer to the Fire Department shall receive gratuity credits from the date that such an employee joins the Fire Department. The initial gratuity credits on joining the Fire Department are to be determined by summarizing the employee's attendance records for the six (6) years of employment with the Employer which immediately precede the date on which the employee joined the Fire Department.

8.13 Workers' Compensation

- a) Employees absent from duty due to injuries received while on duty shall receive normal net take-home pay (as opposed to gross regular pay) for a period not exceeding twelve (12) months, but monies received from the Workers' Compensation Board shall be remitted to the Employer during that period PROVIDED HOWEVER that:

- i) An employee who was acting in a higher rank at the time the injury was sustained will be paid normal net take-home pay which shall be calculated based upon the rate in effect for the higher rank;
- ii) An employee who was scheduled to act in a higher rank at any time during the period of the compensable absence, will be retroactively paid normal net take-home pay for the period during which he was scheduled to act based upon the rate in effect for the higher rank;

8.14 Supplementary Compensation for Firefighter Killed in the Course of Duty

If an employee is killed as a direct result of the performance of the employee's duties in the preservation of life and property in active firefighting including investigations and inspection work and approved firefighting training and other assigned duties, a monthly supplement will be paid to the spouse to bring the spouse's after-tax income from Workers' Compensation, Canada Pension and Municipal Superannuation and any other source of income not contracted for by the deceased employee to the difference between the regular classified rate of pay of the deceased employee and normal deductions, such payment to continue until such a time the spouse remarries or until the date the deceased employee would have been entitled to full and compulsory pension retirement had the employee not been killed, whichever date shall first occur, provided:

- a) The regular monthly rate of pay shall be that for the class of position held by the employee on the date of the employee's death or pending at the time of the employee's death and shall not include acting or temporary positions and when calculating the rates of pay of the employee, overtime rates of pay, shift differential and other premium payments, allowances or benefits shall not be included.
- b) The normal deductions shall include income tax, Canada Pension Plan premiums, Employment Insurance premiums, Municipal Pension Plan premiums (basic and supplemental), union dues, sick plan premiums and any other deduction which may be included in subsequent agreements.
- c) The supplement shall be recalculated annually in consideration of the indexing of W.C.B., C.P.P. and Municipal Pension Plan and the changes occurring in revisions to the collective agreements.
- d) In the event the spouse is under 40 years of age and is without child, the W.C.B. lump sum payment on the death of the employee, for the purposes of calculating the supplement, shall be divided by the years from the date of the employee's death and his compulsory retirement date if he had lived.

- e) In the event there is no surviving spouse and there are dependent children, or in the event the spouse dies subsequent to the death of the employee and the employee's dependent children, the supplement shall be calculated as follows:
 - i) One child - a sum sufficient to bring the after-tax income of the child to 1/3 of the difference between the regular monthly pay of the deceased employee and his normal deductions, further abated by W.C.B., C.P.P. and Municipal Pension Plan and other sources not contracted for by the deceased employee.
 - ii) Two or more children - as above except at the rate of 50%.
- f) For the purposes of Section (e), a child shall mean:
 - i) a child under the age of 18 years including a child of the deceased employee yet unborn;
 - ii) an invalid child of any age; and
 - iii) a child under the age of 21 years who is regularly attending an academic, technical or vocational place of education.
- g) For the purposes of Section 8.14, a "spouse" shall mean:
 - i) In relation to a firefighter, a person who at the time of the firefighter's death was married to, or in a common-law relationship with, that firefighter.
 - ii) Notwithstanding any other provision in this Agreement, the parties expressly agree that there shall at no time be more than one "spouse", nor payment made to more than one "spouse" pursuant to Section 8.14.
- h) Any sums of money payable by the Employer to any dependent child under the age of 18 years or to an invalid child may properly be paid by the Employer to the legal guardian of such dependent child whose receipt shall be sufficient discharge to the Employer.
 - i) On the compulsory retirement date of the deceased, had the employee lived, a calculation of the pension due to the spouse, had the deceased superannuated on that date, shall be made. From that date, the Employer shall supplement the spouse's income from W.C.B., C.P.P., Municipal Pension Plan and any other sources as referred to herein, to bring the spouse's income to the level of the Municipal Pension Plan calculation referred to less income tax on that sum.

8.15 Pension Plan

- a) Upon being appointed to the permanent staff of the Fire Department, an employee shall contribute to the Municipal Pension Plan in accordance with the Public Sector Pension Plans Act.
- b) In addition to the rates of pay set out in this Agreement the Employer agrees to pay an additional two and one-half percent (2 1/2%) of the monthly salary of each member of the Union to the Retirement Annuity portion of his Municipal Pension Plan and the Union agrees that a contribution of two percent (2%) will be made by each member of the Union to the same account.
- c) All employees who reach the Superannuation age as set forth in the Public Sector Pension Plans Act, shall be retired whether contributing under the Act or not.
- d) Subject to the qualifying provision contained in the Public Sector Pension Plans Act, the Employer will contribute fifty percent (50%) of the cost (to be determined by the Superannuation Commissioner) of extending the pensionable service of an employee up to a maximum of one (1) year. This extension shall represent that period of time served by the employee in a probationary capacity in the employ of the Employer which has not heretofore been considered as pensionable service. This benefit shall be subject to the following conditions:
 - i) An employee must have a vested interest in the Municipal Pension Plan and must have reached the age of minimum retirement in order to qualify.
 - ii) Any employee of the Fire and Rescue Services Department who wishes to take advantage of this benefit must give at least six (6) months of notice in advance of the contemplated retirement date and make such arrangements as are necessary at that time regarding his own contributions.

9. ABSENCE FROM DUTY OF UNION OFFICIALS

The Employer agrees that where it is necessary for employees of the Bargaining Committee of the Union to leave their employment temporarily for the purpose of settling grievances as outlined in Article 11 below, the said employees shall suffer no loss of pay for the time so spent. Permission for such absence is at the discretion of the Fire Chief.

10. LEAVE OF ABSENCE

All employees covered by this Agreement who have attained the rank of 4th Year Firefighter and who are below the rank of Assistant Chief, if appointed or elected to a Fulltime position in the service of the International Association of Firefighters or the British Columbia Professional Firefighters' Association, or if accepted as a student by the Canadian Labour College, shall be granted leave of absence without pay while so engaged, and subject to the following provisions:

- a) No more than one employee shall be entitled to leave of absence at any one time for the purpose of attending the Canadian Labour College, but nothing shall prevent the Employer from agreeing to allow more than one.
- b) The Union agrees that when any one or more employees are granted leave of absence without pay under this Article, the employee or employees equal in number to those who are absent, and who were last hired by the Employer in order to replace an absentee or absentees, shall be subject to lay-off upon the return of the said absentee or absentees.
- c) It is understood and agreed that while on such leave of absence, the employee will retain his seniority for the purposes of promotions, remuneration, annual vacations, statutory holidays, M.S.P. coverage, sick leave entitlement and gratuity entitlement. However, it is understood and agreed that any employee who withdraws his terminal benefits after having been granted leave of absence under this Article, will forfeit his seniority and the protection otherwise provided in this paragraph.
- d) It is also understood and agreed that the accumulated sick leave and gratuity days credited to the employee at the time of taking such leave of absence, shall remain to his credit during the period of such absence.
- e) In the event the employee elects to continue to be covered by the Group Life Insurance Plan and/or the Medical Services Plan during his leave of absence, he shall in writing notify the Employer of his election, and shall undertake to pay both the Employer's premiums and his own premiums as an employee.
- f) It is understood and agreed that an employee shall be required to be in as good physical condition upon his return from leave of absence granted under this Article, as is reasonably consistent with his age and his physical condition at the time of being granted such leave of absence.

11. GRIEVANCE PROCEDURE

Any difference concerning the dismissal, discipline, or suspension of an employee or the interpretation, application, or operation of this Agreement or concerning any alleged violation thereof (hereinafter referred to as "grievances") shall be finally and conclusively settled without stoppage of work, in the following manner:

- a) Every grievance shall in the first instance be taken up with the Fire Chief;
- b) If the grievance is not settled within three (3) days of being referred to the Fire Chief, the employee shall present the grievance in writing to the Secretary of the Union and the Chairman of the Joint Grievance Committee. The Joint Grievance Committee shall be comprised of four (4) members, each of whom shall have one vote; two (2) to be appointed by the Employer, one (1) of whom shall be Chairman and two (2) by the Union.
- c) Should the said Joint Grievance Committee be unable by majority decision to effect a settlement of the grievance within seven (7) days of receipt of the grievance by the Chairman, the grievance shall be submitted to a Board of Arbitration of three (3) persons, one (1) of whom shall be appointed by the Employer and one (1) by the Union. Such appointments shall be made within seven (7) days of the failure of the Joint Grievance Committee to reach a decision and the third member shall be appointed within five (5) days by the two (2) members so appointed and shall be Chairman. Should the members so appointed by the parties fail to agree on a Chairman, the said Chairman shall be appointed by the Minister of Labour. The provisions of the Labour Relations Code shall govern such arbitration. The majority decision of the Board shall be final and binding on both parties and each party shall bear the expenses of their arbitrator and pay one-half (1/2) of the expenses of the Chairman. The Board shall finally settle such grievance within ten (10) days after the appointment of the Chairman.
- d) Any dispute, as defined in the Labour Relations Code, with respect to matters not covered by the terms of this Agreement, shall, during the term of this Agreement, be the subject of collective bargaining between the Union and the Employer.

12. LABOUR MANAGEMENT COMMITTEE

- a) A Labour Management Committee shall be established for the purpose of developing and maintaining an effective channel of communication between the Employer and the Union.

- b) The Labour Management Committee shall be comprised of four (4) members to be appointed by the Employer and four (4) members to be appointed by the Union.

13. USE OF GENDER

Wherever the masculine gender is used in this Collective Agreement, the same shall be construed as meaning the feminine unless otherwise specifically stated.

IN WITNESS WHEREOF the Employer has caused these presents to be sealed with the common seal of the Corporation of the City of New Westminster and signed by the Mayor and City Clerk and the Union has caused these presents to be executed under the hands of proper officers duly authorized in that behalf as of the day and year first above written.

Signed for the CORPORATION OF
THE CITY OF NEW
WESTMINSTER:

Signed for the CITY
FIREFIGHTERS' UNION, Local
No. 256, International Association
of Firefighters:

MAYOR

PRESIDENT

CITY CLERK

SECRETARY

SCHEDULE A**NEW WESTMINSTER FIRE DEPARTMENT
MONTHLY SALARIES AND RATES**

A. Effective 2000 January 01

B. Effective 2001 January 01

C. Effective 2002 January 01

CLASS TITLE	INDEX		MONTHLY	BI-WEEKLY	HOURLY
FIREFIGHTER					
(1st 6 months)	70	A	3229	1485.22	17.68
		B	3324	1528.92	18.20
		C	3422	1574.00	18.74
(2nd 6 months)	75	A	3460	1591.48	18.95
		B	3562	1638.39	19.50
		C	3667	1686.69	20.08
(2nd year)•	80	A	3690	1697.27	20.21
		B	3799	1747.40	20.80
		C	3911	1798.92	21.42
(3rd year)•	90	A	4152	1909.77	22.74
		B	4274	1965.89	23.40
		C	4400	2023.84	24.09
(4th year)•	100	A	4613	2121.81	25.26
		B	4749	2184.37	26.00
		C	4889	2248.76	26.77
(11th year)•	102	A	4705	2164.13	25.76
		B	4844	2228.07	26.52
		C	4987	2293.84	27.31
FIRE INSPECTOR					
(1st 6 months)	70	A	3229	1485.22	21.22
		B	3324	1528.92	21.84
		C	3422	1574.00	22.49
(2nd 6 months)	75	A	3460	1591.48	22.74
		B	3562	1638.39	23.41
		C	3667	1686.69	24.10
(2nd year)•	80	A	3690	1697.27	24.25
		B	3799	1747.40	24.96
		C	3911	1798.92	25.70

SCHEDULE A

CLASS TITLE	INDEX		MONTHLY	BI-WEEKLY	HOURLY
(3rd year)•	90	A	4152	1909.77	27.28
		B	4274	1965.89	28.08
		C	4400	2023.84	28.91
(4th year)•	100	A	4613	2121.81	30.31
		B	4749	2184.37	31.21
		C	4889	2248.76	32.13
(11th year)•	102	A	4705	2164.13	30.92
		B	4844	2228.07	31.83
		C	4987	2293.84	32.77
FIRE ALARM OPERATOR/CLK (1st 6 months)	70	A	3229	1485.22	19.80
		B	3324	1528.92	20.39
		C	3422	1574.00	20.99
(2nd 6 months)	75	A	3460	1591.48	21.22
		B	3562	1638.39	21.85
		C	3667	1686.69	22.49
(2nd year)•	80	A	3690	1697.27	22.63
		B	3799	1747.40	23.30
		C	3911	1798.92	23.99
(3rd year)•	90	A	4152	1909.77	25.46
		B	4274	1965.89	26.21
		C	4400	2023.84	26.98
(4th year)•	100	A	4613	2121.81	28.29
		B	4749	2184.37	29.12
		C	4889	2248.76	29.98
(11th year)•	102	A	4705	2164.13	28.86
		B	4844	2228.07	29.71
		C	4987	2293.84	30.58
LIEUTENANT	112	A	5270	2424.01	28.86
		B	5425	2495.30	29.71
		C	5585	2568.90	30.58
MECHANIC	112	A	5270	2424.01	30.30
		B	5425	2495.30	31.19
		C	5585	2568.90	32.11
CLASS TITLE	INDEX		MONTHLY	BI-WEEKLY	HOURLY

	117	A	5505	2532.10	31.65
		B	5667	2606.62	32.58
		C	5835	2683.89	33.55
CAPTAIN	122	A	5740	2640.19	31.43
		B	5910	2718.39	32.36
		C	6084	2798.42	33.31
FIREFIGHTER - FIRST AID INSTRUCTOR	112	A	5270	2424.01	28.86
		B	5425	2495.30	29.71
		C	5585	2568.90	30.58
FIRE INSPECTOR - CAPTAIN	122	A	5740	2640.19	37.72
		B	5910	2718.39	38.83
		C	6084	2798.42	39.98
*CHIEF FIRE INSPECTOR	122	A	5740	2640.19	37.72
		B	5910	2718.39	38.83
		C	6084	2798.42	39.98
	127.4	A	5994	2757.02	39.39
		B	6171	2838.44	40.55
		C	6353	2922.15	41.75
	133.2	A	6267	2882.59	41.18
		B	6452	2967.69	42.40
		C	6643	3055.54	43.65
	139.1	A	6545	3010.46	43.01
		B	6738	3099.24	44.27
		C	6937	3190.77	45.58
	145.1	A	6827	3140.17	44.86
		B	7029	3233.09	46.19
		C	7236	3328.30	47.55
** ASSISTANT FIRE CHIEF	138	A	6493	2986.55	35.55
		B	6685	3074.86	36.61
		C	6882	3165.47	37.68
	145.1	A	6827	3140.17	37.38
		B	7029	3233.09	38.49
		C	7236	3328.30	39.62

* All those appointed to this rank, unless they have served in the capacity of Chief Fire Inspector on a temporary basis for sufficient periods of time to qualify for a higher

step, shall be paid at the first step in the scale for their first six months. Progression to each subsequent higher step shall take place after six months at the previous step.

- ** Receives the next higher increment following the completion of six months of service in this position except that any employee who has acted in the rank of Assistant Fire Chief shall, upon permanent appointment to that rank, receive as a credit toward eligibility for placement at the second increment of the pay range, all full tours of duty acted by him as an Assistant Fire Chief in the twelve month period immediately preceding his permanent appointment to the rank of Assistant Fire Chief.

The monthly salaries for the Fire Alarm Operator/Clerk, Firefighter and Fire Inspector are derived by applying their respective differentials to the monthly salary of the fourth year Firefighter. The monthly salaries for all other classes are derived by applying their respective differentials to the monthly salary of the eleventh year firefighter.

- Increments are granted on an employee's anniversary and subsequent anniversaries of his or her appointment to the position.

**City of New Westminster
Fire Department**

SENIORITY LIST

Effective 2001 July 01

<i>NAME</i>	<i>DATE OF ENTERING FIRE SERVICE</i>	<i>DATE OF ENTERING CITY SERVICE</i>
Burrus, D.E.	1969 Jul 01	1969 Jul 01
Radbourne, W.C.	1970 Apr 27	1966 May 25
DeGobbi, O.A.	1970 Oct 01	1970 Oct 01
Herron, K.J.	1971 Mar 01	1971 Mar 01
Goldhawke, J.H.	1973 Jan 07	1973 Jan 07
Mynott, A.T.	1973 Jan 09	1973 Jan 09
Poelzer, T.P.	1973 Apr 29	1973 Apr 29
Levasseur, D.W.	1973 May 07	1973 May 07
Duke, W.K.	1973 Jun 10	1973 Jun 10
Krieck, B.R.	1973 Jun 17	1973 Jun 17
Wood, J.R.	1973 Sep 16	1973 Sep 16
Sheppard, S.W.	1974 Oct 13	1974 Oct 13
Roeder, B.G.	1974 Oct 27	1974 Oct 27
Coleman, D.S.	1975 May 27	1975 May 27
Cirillo, S.	1975 Sep 28	1975 Sep 28
Westell, B.M.	1975 Oct 05	1975 Oct 05
Hughes, M.P.	1975 Oct 19	1975 Oct 19
Embree, D.S.	1975 Nov 02	1975 Nov 02
Hawkins, R.H.	1975 Dec 15	1975 Dec 15
Talaber, D.W.	1976 May 16	1976 May 16
Oates, M.W.	1976 Jun 27	1976 Jun 27
Brown, D.L.	1976 Dec 13	1974 Oct 07
Wallis, G.R.	1977 Jul 25	1977 Jul 25
Hannela, W.E.	1977 Dec 02	1977 Dec 02
Millman, R.A.	1978 Jan 07	1975 Mar 25

SCHEDULE B

<i>NAME</i>	<i>DATE OF ENTERING FIRE SERVICE</i>	<i>DATE OF ENTERING CITY SERVICE</i>
Cornell, J.B.	1979 May 30	1979 May 30
Naylor, F.R.	1979 Aug 13	1979 Aug 13
Hughes, A.	1980 Jun 16	1980 Jun 16
Wisheart, B.	1980 Jul 14	1980 Jul 14
Hill, T.	1981 Jul 06	1981 Jul 06
Young, J.	1982 Jul 01	1982 May 01
House, D.	1983 Jun 01	1983 Mar 21
Rutherford, R.	1983 Jun 01	1983 Mar 21
Joel, B.	1984 Jul 16	1984 Jul 16
Simpkin, G.	1984 Oct 15	1984 Oct 15
MacPherson, B.S.	1985 Mar 18	1985 Mar 18
Gilchrist, J.W.	1985 May 20	1985 May 20
Dean, G.M.G.	1985 Oct 03	1985 Oct 03
Price, D.K.	1985 Oct 03	1985 Oct 03
Turra, I.	1986 May 05	1986 May 05
Murray, K.	1986 Aug 25	1986 Aug 25
Quinn, J.	1986 Oct 20	1982 Aug 06
Gilbert, L.	1987 Apr 13	1987 Apr 13
Grossman, D.	1987 Apr 13	1987 Apr 13
Dallas, R.	1987 Oct 13	1987 Oct 13
McKnight, J.	1987 Oct 13	1987 Oct 13
Dunn, G.	1988 Mar 07	1988 Mar 07
White, R.	1989 Jul 04	1989 Jul 04
Wilson, D.	1989 Jul 04	1989 Jul 04
MacDonald, R.	1989 Oct 30	1989 Oct 30
Zelter, B.	1990 Jun 18	1990 Jun 18
Bulpitt, E.	1990 Jul 23	1990 Jul 23
Loss, P	1991 Mar 01	1991 Mar 01
Torget, S.	1991 Jun 17	1991 Jun 17
MacInnes, T.	1991 Jun 17	1991 Jun 17
Snider, D.	1992 May 25	1992 May 25

SCHEDULE B

<i>NAME</i>	<i>DATE OF ENTERING FIRE SERVICE</i>	<i>DATE OF ENTERING CITY SERVICE</i>
Knutson, Q.	1992 May 25	1992 May 25
Malcom, T.	1992 May 25	1992 May 25
Bergman, C.	1992 May 25	1992 May 25
Watts, S.	1992 May 25	1992 May 25
Puchailo, R.	1992 Oct 13	1992 Oct 13
Laing, J.	1994 Dec 05	1994 Dec 05
Keen, R.	1994 Dec 05	1994 Dec 05
Dick, R.	1994 Dec 05	1994 Dec 05
Phillips, D.	1995 Aug 14	1995 Aug 14
Stuber, R.	1995 Aug 14	1995 Aug 14
Williams, E.	1995 Aug 14	1995 Aug 14
Cartwright, J.	1995 Aug 14	1995 Aug 14
Conley, T.	1995 Aug 14	1995 Aug 14
Reid, G.	1995 Aug 14	1995 Aug 14
Denhoed, G.	1997 Jun 09	1997 Jun 09
Folk, W.	1997 Jun 09	1997 Jun 09
Marshall, L.	1998 Jun 30	1998 Jun 30
Barranti, J.	1998 Sep 14	1998 Sep 14
Davie, B.	1999 Apr 19	1999 Apr 19
Floris, D.	1999 Apr 19	1999 Apr 19
Gill, J.	1999 Apr 19	1999 Apr 19
Pakulak, S.	1999 Apr 19	1999 Apr 19
Black, C.	2000 Feb 28	1997 May 06
Edwards, D.	2000 Oct 02	2000 Oct 02
McCullough, R.	2000 Oct 02	2000 Oct 02
Rempel, A.	2001 Jan 02	2001 Jan 02
Nemeth, P.	2001 Feb 08	2001 Feb 08
Bailey, G.	2001 Jun 11	2001 Jun 11
Schneider, T	2001 Jun 11	2001 Jun 11
Ius, Kathleen	2001 Jun 11	2001 Jun 11

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