

Approved as to Form
and Authority

Solicitor

COLLECTIVE AGREEMENT

between

HALIFAX

HALIFAX REGIONAL MUNICIPALITY

- and -



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

**Effective:
June 1, 2016 - May 31, 2021**

Contents

DEFINITIONS	4
ARTICLE 1 - PURPOSE OF THE AGREEMENT	7
ARTICLE 2 - RECOGNITION	7
ARTICLE 3 - NO DISCRIMINATION	7
ARTICLE 4 - MANAGEMENT RIGHTS	7
ARTICLE 5 - UNION SECURITY	8
ARTICLE 6 - UNION REPRESENTATION	9
ARTICLE 7 - GRIEVANCE PROCEDURE	10
ARTICLE 8 - GRIEVANCE ARBITRATION	12
ARTICLE 9 - NORMAL HOURS OF WORK	13
ARTICLE 10 - OVERTIME	14
ARTICLE 11 - SENIORITY	17
ARTICLE 12 - JOB SECURITY	18
ARTICLE 13 - CONTRACTING OUT	19
ARTICLE 14 - NON FIREFIGHTING WORK	20
ARTICLE 15 - CIVILIAN POSITIONS	20
ARTICLE 16 - RIOT WORK	20
ARTICLE 17 - MUTUAL AID	21
ARTICLE 18 - FIREFIGHTER ENGINEER	21
ARTICLE 19 - CLOTHING	24
ARTICLE 20 - USAR	24
ARTICLE 21 - PERSONNEL FILES	25
ARTICLE 22 - STATION SUPPLIES	25
ARTICLE 23 - SAFETY COMMITTEE	25
ARTICLE 24 - MEDICAL PERSONNEL AT EMERGENCY SCENE	26
ARTICLE 25 - RELIEF AT EMERGENCY	26
ARTICLE 26 - DEPLOYMENT	27
ARTICLE 27 - SICK LEAVE	27
ARTICLE 28 - WELLNESS AND FITNESS	28
ARTICLE 29 - PREGNANCY AND PARENTAL LEAVE	29

ARTICLE 30 - SPECIAL LEAVE	35
ARTICLE 31 - VACATIONS AND HOLIDAYS.....	39
ARTICLE 32 - MEDICAL AND BENEFIT HEALTH AND INSURANCE BENEFITS	43
ARTICLE 33 - LINE OF DUTY DEATH - SURVIVORS' BENEFITS	48
ARTICLE 34 - PRE-RETIREMENT.....	49
ARTICLE 35 - PENSION PLAN.....	49
ARTICLE 36 - LEAVE OF ABSENCE WITHOUT PAY	50
ARTICLE 37 - DEFERRED SALARY LEAVE PLAN.....	51
ARTICLE 38 - TRANSPORTATION.....	53
ARTICLE 39 - EMPLOYEE PARKING.....	54
ARTICLE 40 - TRAINING	54
ARTICLE 41 - EXTREME WEATHER	56
ARTICLE 42 - EDUCATION REIMBURSEMENT	56
ARTICLE 43 - CAREER ADVANCEMENT.....	56
ARTICLE 44 - CAREER ADVANCEMENT PROMOTIONAL ROUTINE ...	58
ARTICLE 45 - SALARIES	60
ARTICLE 46 - TRANSFERS AND POSTINGS.....	60
ARTICLE 47 - GENERAL.....	62
ARTICLE 48 - LEGAL PROCEEDINGS	63
ARTICLE 49 - LEGISLATION COURT ACTION	64
ARTICLE 50 - LEGAL AID AND PROTECTION.....	64
ARTICLE 51 - NO STRIKE OR LOCKOUT	65
ARTICLE 52 - DURATION & TERM	65
ARTICLE 53 - BENEFIT & BINDING	66
ARTICLE 54 - COPIES OF AGREEMENT.....	66
MOU - OVERTIME CALL-OUT PROCEDURE.....	67
APPENDIX A1 - SALARIES.....	69
APPENDIX A2 - SALARY DEFINITIONS.....	71
APPENDIX A3 - WAGES.....	72
APPENDIX B - DEFERRED SALARY LEAVE PLAN CONTRACT.....	73

APPENDIX C - CLOTHING 74
APPENDIX D - TRAINING TIME OFF CHARTS 76
APPENDIX E - VACATION SELECTION 80
Schedule A - VACATION ENTITLEMENT 81
Schedule B - VACATION ENTITLEMENT 83
Schedule C - VACATION ENTITLEMENT 85
AUTHORIZATION 87
LETTER OF AGREEMENT - Health and Insurance Benefits 88

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

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

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

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

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

Days - means “calendar days”, unless expressly stated to be “working days”.

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

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

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

Employer - shall mean Halifax Regional Municipality (HRM).

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

Funeral- shall include but not be limited to funerals, memorial services, celebrations of life or any other service to recognize a death- As referenced in Articles 30.01 & 30.03.

Mechanical- mechanical shall mean members covered by this agreement including but are not limited to: Mechanics, EVT's (Emergency Vehicle Technicians), Shop Techs/Drivers, Apprentice Mechanics, and Lead Hands.

Modified Work - suitable alternative work as determined by the Employer after consultation with qualified health care professionals for employees on extended sick leave or where there is an obligation to accommodate. In cases of On The Job Injury leave, suitable alternative work will be mutually agreed to by the union and the employer.

Non-operational Employee - an employee other than an operational employee.

Operational Employee - shall mean all fire suppression personnel as covered by this agreement.

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

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

Posting - a member's normally assigned work location.

Protective Clothing - shall include bunker pants, bunker jacket, firefighting boots, firefighting helmet, SCBA face piece, flash hoods firefighting gloves, and wild-land coveralls, and any other safety equipment as provided by the Employer.

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

Sick - shall include ill, disabled, or injured, while not at work.

Spouse - the IAFF member's (a) legally married partner; (b) registered domestic partner; or (c) common law spouse, including same-sex common law spouse, and as amended by legislation or regulation.

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

Trial Period— if an employee fails to prove capable of performing the duties of a new job, or if they decide not to accept the new job they may, after a trial period of not more than six (6) months, return to their former job without loss of seniority.

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

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

Working Day- Monday to Friday, not including holidays listed in Article 31.02. This definition applies to Article

ARTICLE 1 - PURPOSE OF THE AGREEMENT

- 1.01** The purpose of this agreement is to maintain harmonious and mutually beneficial relationships among the Employer, the Employees covered by this Agreement, and the Union; to set forth terms and conditions of employment relating to pay, hours of work, safety and occupational health of the employees, benefits and general working conditions affecting employees covered by this Agreement. It is further understood that the purpose of this Agreement is to foster and maintain a high quality and standard of efficient service through mutual cooperation between the Union and management of the Halifax Regional Fire and Emergency.

ARTICLE 2 - RECOGNITION

- 2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees holding classifications in Appendix A1
- 2.02** Positions in Appendix A1 may be amended as required, by mutual agreement

ARTICLE 3 - NO DISCRIMINATION

- 3.01** The Employer and Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any member of the Halifax Regional Fire and Emergency by reason of his age, race, creed, colour, nationality, political or religious belief, gender identity or gender expression, sex, sexual orientation, marital status, family relationship, or by reason of his membership or activity in the Union or any other reason contrary to the Nova Scotia Human Rights Act.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** The Union and the employees covered by this contract recognize and acknowledge that subject to the terms of this Agreement it is the exclusive function of the Employer to:
- 1) Maintain order, discipline and efficiency;

- 2) Hire, direct, evaluate job performance, promote, discipline, demote, or terminate any employee covered by this Agreement for just and proper cause.

4.02 The Union also recognizes the right of the Employer to operate and manage the Department in all respects and in accordance with its obligations and responsibilities, and to make and alter, from time to time, rules, regulations, policies, job descriptions or guidelines to be observed by employees, which shall not be inconsistent with the provisions of this Agreement. Any such changes shall not be made prior to full consultation with the Union Executive. "Full consultation" means that the Union will be provided with the relevant information in writing and have adequate time to review it and provide feedback which will then be considered by the Employer. Copies of rules and regulations shall be accessible to all employees.

ARTICLE 5 - UNION SECURITY

5.01 The Employer agrees that it shall be a condition of continued employment for all employees within the bargaining unit that they become and remain members in good standing of the Union.

5.02 The Employer agrees to deduct from each regular pay of each employee covered by this Agreement, the amount of regular Union dues, initiation fees and other assessments payable by all members of the Union. The Employer agrees to remit such monies to the Treasurer of the Union within fifteen (15) calendar days of such deductions, together with a list of employees from whom such deductions were made, itemizing all deductions. The Union will advise the Employer in writing of amounts to be deducted.

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

ARTICLE 6 - UNION REPRESENTATION

- 6.01** Any two Union Executive members, after giving reasonable advance notice, and details, shall be granted paid leave as may be necessary for the proper performance of their duties related to affairs of the Union. Leave may also be granted to other members of the Executive, or Union committee members, subject to operational requirements. Whenever possible, Union business shall be conducted during off duty hours.
- 6.02** Leave with pay may be granted to employees who have been appointed to joint Committees and who attend Committee meetings. Such leave shall be subject to operational requirements, but shall not be unreasonably withheld. Employees shall not lose any regular earnings for time spent at any such meeting with the Employer.
- 6.03** When a labour management dispute arises which requires the immediate involvement of a Shop Steward, he/she shall request permission to leave his/her regular duties to deal with the dispute with management. Such permission shall not be unreasonably withheld by management. When permission is granted, the employee involved shall not lose any earnings for the time spent in dealing with the dispute.
- 6.04** The Employer and Union agree to maintain a Labour Management Committee. This Committee shall be governed by its Terms of Reference as agreed to by the parties, and shall meet a minimum of four (4) times a year.
- 6.05** The Employer shall make available to the Union Executive, within fourteen (14) days of request by the Union, information required by the Union for the administration of this collective agreement on jobs in the bargaining unit.
- 6.06** No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this collective agreement.
- 6.07** Whenever Management intends to call an employee to appear for disciplinary action, during their off duty hours, Management shall be required to advise the employee and the Union President, or designate, twenty four (24) hours in advance of the meeting, other than in extenuating circumstances and that he/she is entitled to have

Union representation. All other circumstances of disciplinary action shall require twenty four (24) hours advance notice to the Union President, or designate. An investigation to gather information shall not be considered disciplinary. However, the Employer acknowledges the benefit in having a Union Executive member present for meetings related to investigations which are likely to result in disciplinary measures. In the event of disciplinary action, the employee shall be provided a copy of the disciplinary record placed on his/her file.

6.07.1 When an employee is suspended, pending the outcome of an internal investigation, the suspension shall be with pay.

6.08 The Employer agrees to grant an unpaid leave of absence for up to two years without the loss of seniority or service to any member of the bargaining unit holding a Local or International office so long as he/she remains in office and serves in that capacity. Should he or she continue to work in the bargaining unit, union covers may be used but are not paid for by management, they shall be the responsibility of the member holding the office. It is also agreed that any pension or employee benefits may be continued as long as the applicable plans permit. However, such employees on leave must bear the total cost of such benefits.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 The Union shall appoint a grievance committee and shall inform the Employer in writing of the name of the chairperson and the committee.

7.02 Both parties agree that it is in their best interests to deal with complaints and grievances as quickly as possible and, therefore, agree to abide by the following procedure.

7.02.1 When an employee feels that there has been a violation of this agreement by HRFE, the parties agree that a management and Union representative shall meet in an effort to resolve the matter prior to a grievance being filed.

7.02.2 The Employer must be informed in writing of the alleged grievance, pursuant to 7.02.1 or 7.02.03, no later than twenty (20) working days of the employee becoming aware of the alleged violation.

7.02.3 1st Step - There shall be a meeting between the Union and the applicable manager within seven (7) working days of filing the grievance. Management will inform the Union of its position on the grievance within seven (7) working days following the meeting.

2nd Step - If the 1st Step decision of management is not acceptable to the Union, then the Union shall inform management and refer the matter to the next level of management within seven (7) working days of the Union's receipt of the 1st Step reply. Management shall meet with the Union as soon as possible and provide its decision to the Union within seven (7) working days of the 2nd Step meeting.

3rd Step - If the 2nd Step decision of management is not acceptable to the Union, then the Union shall inform management and refer the matter to the next level of management, the Chief of HRFE or Director of Transportation and Public Works (TPW), within seven (7) working days of the Union's receipt of the 2nd Step reply. Management shall meet with the Union as soon as possible and then provide its decision to the Union within seven (7) working days of the 3rd Step meeting.

7.03 If the 3rd Step response from Management is not satisfactory to the Union, then notification of intent to proceed to Arbitration will be forwarded to Management by the Union within fifteen (15) working days of receipt of Management's 3rd Step reply.

7.03.1 Both sides have ten (10) days to agree upon an Arbitrator.

7.03.2 It is understood both parties agree to meet, upon request at any time prior to the arbitration date, to resolve the grievance.

7.04 All of the above procedures apply to management should management wish to file a grievance.

7.05 Where the parties mutually agree in writing prior to reference to arbitration, grievances may be referred to the non-binding arbitration process administered by the Department of Labour and Workforce Development. Should that occur, the time limits to remit the matter to arbitration would be temporarily suspended pending resolution of non-binding arbitration.

7.06 A grievance may be submitted to voluntary grievance mediation through the Nova Scotia Department of Labour if both parties agree and jointly submit a request for grievance mediation to the Director, Conciliation Services in the form he/she requires.

ARTICLE 8 - GRIEVANCE ARBITRATION

- 8.01** Arbitration proceedings shall be commenced within fourteen (14) calendar days after notice of intention to arbitrate is given. A single Arbitrator shall be selected. The Employer and the Union shall jointly agree upon said Arbitrator within the said fourteen (14) calendar days. In the event that the parties are unable to agree upon the appointment of an arbitrator by the end of such fourteen (14) calendar days, then the Minister of Labour for the Province of Nova Scotia may make such appointment upon the request of either party.
- 8.02** No person shall be appointed Arbitrator who:
- 8.02.1** Is acting or has within the period of six (6) months prior to the date of his/her appointment, is acting or has acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties; or
- 8.02.2** Has any pecuniary interest in the matters referred to him/her.
- 8.03** The decision of the Arbitrator shall be final and binding, provided that the Arbitrator shall have the power to modify or set aside any penalty imposed by the Employer relating to any disciplinary measures imposed on any employee covered by this Agreement, but the Arbitrator shall not have the power to add to, alter, modify, or amend this Agreement.
- 8.04** Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply in writing to the Arbitrator for a clarification of his/her decision within thirty (30) calendar days of the receipt of his/her decision. Such clarification by the Arbitrator shall not involve the presentation or consideration of evidence or hearing of argument from either party.
- 8.05** The expenses and remuneration of the Arbitrator shall be jointly and equally borne by the Employer and the Union. In the event one of the parties involved in the arbitration appeals the decision of the Judge/Arbitrator, the party which appeals the decision shall bear full cost, including all reasonable legal fees, of the appeal for both parties if the appeal is not successful.

- 8.06** At any Step of the grievance procedure or at the arbitration hearing, the parties shall have the assistance of the employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements shall be made to permit the conferring parties or the Arbitrator to have access to the Employer's premises to view any working condition(s) which may be relevant to the settlement of the grievance
- 8.07** Prior to selecting an arbitrator the parties will request that a written decision be provided within six (6) months.

ARTICLE 9 - NORMAL HOURS OF WORK

- 9.01** Work schedules for operational employees shall be based on an average work week of forty-two (42) hours. Work schedules for non-operational employees shall be based on an average work week of forty (40) hours, not including time taken for lunch.
- 9.02** The normal work schedule for all operational employees on Platoons A, B, C, and D shall be twenty-four (24) hours on, starting at 0800, followed immediately by seventy-two (72) hours off. All operational employees on Platoon E shall work four (4) ten and one half (10.5) hour shifts beginning at 0700 and scheduled between Monday through Friday.
- 9.02.1** The normal work day for non-operational employees will start between 0700 and 09:00, as determined by the applicable Divisional Chief, Monday through Friday. Any changes to an employee's start time shall require twenty-one (21) calendar days' notice. Employees may work flex hours or compressed time if mutually agreed to by the Employer and the employee and shall not be unreasonably denied. Notification of such agreements shall be forwarded to the Union directly.
- 9.02.2** All operational personnel hired after June 1, 2004 will work a maximum of 42 hours per week and their schedule will be determined by Management. Notification of changes shall be forwarded to the Union, as per 9.03. Employees posted to Platoons A, B, C, or D, before June 1, 2004, shall not be assigned to Platoon E unless mutually agreed to between the Employer and the employee. For clarification, this article does not apply to Mechanics in Fleet Services.

- 9.03** Subject to Article 9.02.2, any change in the normal work schedule of an employee, shall require a minimum of forty five days (45) calendar days prior notice. Notification of such changes shall be forwarded to the Union directly.
- 9.04** Employees may exchange shifts, or parts of shifts, with the approval of the Division Commander and shall not be unreasonably denied.
- 9.05** Members are required to be in their work area and prepared to start promptly at their designated time as per schedule.

ARTICLE 10 - OVERTIME

- 10.01** For the purpose of this Article, overtime is defined as any time worked by an employee in addition to the employee's normal scheduled working hours.
- 10.02** The Employer agrees to maintain lists from which all employees shall be called to work overtime in their divisions. The lists shall be maintained in such a manner as to provide all employees equal opportunity to work overtime. All employees required to work overtime shall be given reasonable notice, except for emergency responses. It is understood that if an employee(s) with specific qualifications is/are required, then that employee(s) shall be called first.
- 10.03** All employees required to work call-back overtime shall receive a minimum of four (4) hours at the applicable rate. A "call-back" occurs when an employee is required to work at some time other than the employee's regularly scheduled hours. Any change in the regular schedule which is done in accordance with this collective agreement is not a call-back. Additional time which is continuous with the employee's regular hours, either before or after the employee's regular shift, is overtime and not a call-back. When called back, overtime is deemed to commence at the time of reporting to the employee's assigned work site or when reporting to the appropriate location where the employee retrieves his/her gear. Court time outside regularly scheduled hours shall be deemed a call-back.

- 10.04** All overtime shall be paid at the following rates:
- 10.04.1** Overtime for operational personnel will be paid at double time only in the following circumstances:
- a. if called back to attend at an emergency, or
 - b. if extending a regular shift by more than sixty (60) minutes, subject to article 30.06(5).
- 10.04.2** All overtime for operational personnel not paid at double time in accordance with article 10.04.1 will be paid at straight time.
- 10.04.3** If called back to attend at an emergency under 10.04.1(a), double time will only be paid on the portion of the time that the employee attends at the emergency. If an employee attends at an emergency for less than four hours, then the balance of the four hours will be paid at straight time.
- 10.04.4** If extending a regular shift for more than sixty (60) minutes, then the sixty (60) minutes shall be paid at straight time and double time shall commence at the end of the sixty (60) minute period, subject to article 30.06(5).
- 10.04.5** “Attend at an Emergency” means the period of time an employee is actively engaged in emergency/firefighting activities for the purpose of mitigating an incident.
- 10.04.6** During a declared Municipal or Provincial State of Emergency, the above rules regarding overtime will apply except that all employees above the normal complement would be considered “attending at an emergency” whether in a station or attending at an emergency.
- 10.04.7** All employees, regardless of rank or classification, who work overtime to sit on joint Union/Management committees, with the exception of the Labour Management Committee and the Joint Occupational Health and Safety Committee, shall be paid a flat rate of Twenty Dollars (\$20.00) per hour (rounded to the nearest quarter-hour) for all overtime worked in association with committee work approved by the Employer.
- 10.04.8** Overtime for non-operational personnel shall be paid at time-and-a-half.

- 10.05** Any overtime work performed for less than one (1) hour shall be computed in quarterly hour intervals.
- 10.06** Upon returning from an emergency scene while on overtime, overtime shall be continued where required for clean-up/report writing with the approval of the Division Commander.
- 10.07** For the purposes of calculating the hourly rate for overtime, the employee's annual salary will be divided by 2184 if working forty-two (42) hours per week, and by 2080 hours if working forty (40) hours per week.
- 10.08** When any employee is required to work overtime, such employee shall receive, at his option, either equivalent time off or payment for all such time worked in accordance with Article 10. The following procedure shall govern in the case of overtime worked by any employee.
- 10.08.1** Upon offer of any overtime, or within 48 hours thereafter, such employee shall indicate in writing whether he/she elects to be paid for such overtime or take time off in lieu and such election shall be entered in the records of the Department; such time off may be banked to a maximum of 96 hours.
- 10.08.2** Overtime for which the employee has elected to be paid shall be paid on the first available payday after submission of the approved overtime.
- 10.08.3** Where an employee requests time off in lieu of overtime worked, such time off shall be requested in advance. Such request for time off shall not be unreasonably denied.
- 10.08.4** An employee may, after banking overtime, elect to be paid any number of banked hours he/she wishes. Pay out shall be at the rate when earned and shall be made within the next pay period.
- 10.09** The Employer agrees that it will not reschedule time off or transfer employees between the operation division and support services division with a view to avoiding the payment of overtime.

- 10.10** When required, the Employer shall establish Divisional standby lists in order to have employees with the necessary qualifications available for call-back. Employees shall place their names on the applicable list if they wish and will then be placed on a rotation so that all employees on the list have an equal opportunity to be on standby. Employees on standby shall be compensated at the rate of two (2) hours for each twenty-four (24) hours of standby.
- 10.11** In the event that less than three (3) employees volunteer for standby, the Employer may rotate standby duty commencing with the junior employee.
- 10.12** Employees on standby shall be provided with a vehicle to be parked at a station approved by the Employer.

ARTICLE 11 - SENIORITY

- 11.01** Seniority means the length of an employee's service in the bargaining unit including periods of approved leave.
- 11.02** The Employer shall establish and maintain a seniority list, in order of date of hire. For reference purposes a list shall also be created based on Division and rank seniority.
- 11.03** In the event that two (2) or more personnel are promoted on the same day, departmental seniority shall be the determining factor for placement on the master seniority list.
- 11.04** Seniority lists will be provided to the Union on an annual basis, or when amended.
- 11.05** Any employee who is permanently promoted to a HRFE position that is excluded from the Bargaining Unit shall retain his/her seniority in the Bargaining Unit for a period not to exceed twelve (12) consecutive months from the date of appointment, provided he/she continues to pay his/her union dues. In the event that an employee returns to the Bargaining Unit during this twelve (12) month period, there shall be no layoffs or demotions in the Bargaining Unit specifically related to the returning employee.

- 11.06** Any employee who has accepted a position in another business unit and/or bargaining unit within HRM shall retain his/her seniority in the Bargaining Unit for a period not to exceed twelve (12) consecutive months from the date the employee leaves his/her IAFF position provided the employee continues to pay his/her union dues. In the event that an employee returns to the Bargaining Unit during this twenty-four (24) month period, there shall be no layoffs or demotions in the Bargaining Unit specifically related to the returning employee.
- 11.07** Special projects or secondments of more than thirty (30) days duration shall be forwarded to the Union prior to being posted and shall be posted for a minimum of ten (10) consecutive calendar days. The posting shall specify duties required, essential capabilities and/or credentials, hours of work, work location, reporting structure, method of application, duration, and any other job requirements. The employer shall appoint the applicant with the most qualifications relative to the requirements of the position. No employee shall be assigned to work on special projects or secondments for more than eighteen (18) consecutive months, unless an extension is agreed to by the Employer and the Union.
- 11.08** Seniority shall be forfeited for the following reasons: dismissal, voluntarily leaving employment, retirement from HRFE. If an employee is subsequently re-employed who has lost his/her seniority, then he/she shall begin as a new employee.
- 11.09** Seniority shall continue to accrue while an employee is in receipt of LTD benefits, on-the-job injury leave, sick leave, maternity leave, parental leave, military leave or suspension.

ARTICLE 12 - JOB SECURITY

- 12.01** Should the Employer require a reduction in the work force, it shall give the Union six (6) months notice where possible. The Employer agrees to consult with the Union on the methods of reducing the work force of those employees hired after the signing of this Collective Agreement.
- 12.02** The Employer and the Union agree that should there be an auxiliary force established, members shall be in the Bargaining Unit. The Employer shall meet with the Union at least six (6) months in advance to negotiate terms and conditions.

- 12.03** In the event of a reduction in the workforce, the employee with the least amount of departmental seniority, with the exception of divisional employees with special skills specific to the position, as determined by the master seniority list referenced in article 11.02, shall be laid off first. On recall, the employee with the most seniority, with the exception of divisional employees with special skills specific to the position, shall be recalled first.
- 12.04** Should Management decide to staff any station(s) not currently staffed as of the signing of this agreement, notification of the implementation of, and time frame for staffing will be forwarded to the Union.

ARTICLE 13 - CONTRACTING OUT

- 13.01** For the purpose of this Agreement, “Contracting Out” occurs only when positions in the bargaining unit are eliminated as a result of a transfer of a bargaining unit function to a new Employer. Nothing in this article shall limit the Employer’s right to contract out.
- 13.02** The Employer shall give the Union as much notice as reasonably possible when bargaining unit positions are intended to be contracted out.
- 13.03** Employees whose functions are contracted out and who do not exercise their bumping rights and who are not hired by the new Employer shall receive one month of severance for every completed year of service to a maximum of fifteen months.
- 13.04** Employees entitled to severance in 13.03 may opt for either of the following:
- 13.04.1** a lump sum severance payment, in which case employees would forego seniority and recall rights; or
- 13.04.2** payment of severance as salary continuance (with no continuation of any benefits), in which case employees would retain seniority and recall rights for the period of salary continuance.
- 13.05** Employees who commence re-employment before the expiry of the number of months calculated in 13.03 must receive approval from the Chief of Fire and Emergency and waive or reimburse the Employer any severance for the time remaining.

- 13.06** The severance in 13.03 includes all of the Employer's liabilities in relation to the loss of employment with the Employer as a result of the contracting out.

ARTICLE 14 - NON FIREFIGHTING WORK

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

ARTICLE 15 - CIVILIAN POSITIONS

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

ARTICLE 16 - RIOT WORK

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

ARTICLE 17 - MUTUAL AID

- 17.01** No member of the bargaining unit shall be required to cross a picket line of any municipality, village, federal agency, service commission or person which is involved in a legal strike or lockout of firefighters.
- 17.02** The HRM Act provides that the region may enter into an agreement with the Government of Nova Scotia, municipalities, villages, federal agencies, service commissions or persons, for giving assistance at fires and other emergencies outside the boundaries of HRM, or for receiving such assistance within its boundaries. All members of the bargaining unit will be provided with the salary and benefits of this collective agreement while assisting at fires and emergencies outside of the Municipality where such agreements are in effect.

ARTICLE 18 - FIREFIGHTER ENGINEER

- 18.01** The Firefighter Engineer is recognized as a rank. For the position of Firefighter Engineer, there shall be a list for each of the five platoons (A, B, C, D and E). For the purpose of filling a permanent vacancy in the Firefighter Engineer position, there shall be one list encompassing the Spare Firefighter Engineers on all five platoons, in order of job seniority.
- 18.02** The Firefighter Engineer lists that are in effect on the signing of this Collective Agreement shall remain in effect. The Spare Firefighter Engineer lists shall be created as per Article 18.01 and adjusted according to the procedures contained in this Article. The number of front line pieces of apparatus shall be determined by Management. The number of Firefighters assigned to the rank of Firefighter Engineer shall be equal to the number of front line apparatus.
- 18.03** If a Firefighter Engineer from E Platoon transfers to A, B, C or D Platoon they shall be placed on the Spare Firefighter Engineer list according to job seniority. If a Firefighter Engineer transfers from A, B, C or D Platoon to E Platoon they shall be placed on the Spare Firefighter Engineer list according to job seniority.

- 18.04** Candidates who successfully complete the Firefighter Engineer's training course shall have their names added to the Spare Firefighter Engineers list, according to job seniority. For the purposes of this article the successful completion of the pump and driving course will meet the requirements. Additional qualifications for specialized apparatus may be necessary as per operational requirements, but will not affect position on the list.
- 18.05** Firefighter Engineers shall pick the front line apparatus they wish to operate on their respective platoons, according to seniority. When a permanent vacancy in the rank of Firefighter Engineer is to be filled, then a complete re-pick is to take place on the platoon. Only the last position available shall be offered to the #1 Spare Firefighter Engineer on the Spare Firefighter Engineer list, continuing down the list until the position is filled. A member on the Spare Firefighter Engineer list may refuse the promotion and retain their position on the list, notwithstanding this, if no Spare Firefighter Engineer accepts the position the most junior Spare Firefighter Engineer shall be required to take the position. All newly promoted Firefighter Engineers, with the exception of the most junior Spare Firefighter Engineer, will be entitled to a trial period as outlined in the definitions section of this Agreement.
- 18.06** Notwithstanding Article 18.05, Management reserves the right to settle an unresolvable dispute between a Station Officer and a Firefighter Engineer. In the event that the Firefighter Engineer is required to move, there will be a complete re-pick, which precludes them from choosing their present station.
- 18.07** If at any time a piece of front line apparatus is permanently removed from service and the number of front line pieces of apparatus is reduced, then a complete re-pick shall take place. The most junior Firefighter Engineer shall be placed on the Spare Firefighter Engineer list according to job seniority. They shall not lose the rank and/or benefits of the Firefighter Engineer position.
- 18.08** Spare Firefighter Engineers shall be assigned to a station and act in the rank of Firefighter Engineer as required. If two or more Spare Firefighter Engineers are assigned to the same station then job seniority shall determine who will act.

18.09 Spare Firefighter Engineers shall act in the rank of Firefighter Engineer in their assigned stations at all times when the Firefighter Engineer is absent, with the exceptions being:

1. A shift exchange between one Firefighter Engineer and another.
2. A temporary vacancy of a Firefighter Engineer exceeding forty-five (45) calendar days at which point the position will be filled by asking the #1 Spare Firefighter Engineer on the affected platoon, and continuing down the list until the position is filled. If no Spare Firefighter Engineer accepts the position, the most junior Spare Fighter Engineer on the affected platoon shall be required to take the position. It shall be understood that if the temporary vacancy calls for a specific skill set, i.e. Haz-Mat, Tech Rescue etc., Management reserves the right to offer the position to the most senior spare Firefighter Engineer with the necessary qualifications on the applicable platoon list.

18.10 If at any time, for any reason, a senior Spare Firefighter Engineer is shifted to a station where a junior Spare Firefighter Engineer is posted, then the Junior Spare Firefighter Engineer shall have the first opportunity to act.

18.11 It is the sole responsibility of all Spare Firefighter Engineers to ensure that they maintain the minimum qualifications necessary for the apparatus that they may be assigned to.

18.12 There shall be a Spare Firefighter Engineer assigned to each station where appropriate and when available.

18.13 Firefighter Engineers shall waive their right to daily shifting and must drive their picked apparatus.

18.14 Firefighter Engineers shall receive four percent (4%) above their regular salary. Spare Firefighter Engineers shall receive two percent (2%) above their current salary for all hours worked as a result of being required to act in the full capacity of Firefighter Engineer.

18.15 If any ten and one half (10.5) hour station becomes recognized as a twenty four (24) hour station during the term of this Collective Agreement, then the most junior Firefighter Engineer on E Platoon shall be placed on the Spare Firefighter Engineer List according to

job seniority, and paid as per Article 18.14, as it relates to Spare Firefighter Engineers. A complete re-pick will be done on E Platoon according to Article 18.05. A complete re-pick on A, B, C and D Platoons, including the new twenty four (24) hour station will then be conducted.

ARTICLE 19 - CLOTHING

- 19.01** The Employer shall supply and deliver to each employee's assigned worksite, unless the employee arranges to pick it up directly from logistics, on an as required basis clothing as outlined in Appendix C attached hereto and shall form part of this Agreement.
- 19.02** Employees shall exchange items on a one-for-one basis except in cases where the Employee makes written application and said application is approved by the Employer.
- 19.03** Clothing, as listed in Appendix C, damaged, contaminated or destroyed in the line of duty shall be replaced as soon as possible.
- 19.04** Personal Protective Clothing shall meet or exceed the NFPA standards current at the time of purchase except where mutually agreed to between the Union and the Employer.
- 19.05** Employees shall receive an annual two hundred dollar (\$200.00) non-taxable Clothing Maintenance/Shoe/Boot Allowance, payable the first pay in June.
- 19.06** Bunker Gear shall be cleaned and/or repaired after exposure to contaminants or as required and at no cost to the employee and replacement gear shall be provided as required while gear is being repaired or cleaned.
- 19.07** A Joint Labour Management committee will be established to review uniforms, badges and clothing in general.

ARTICLE 20 - USAR

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

ARTICLE 21 - PERSONNEL FILES

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

ARTICLE 22 - STATION SUPPLIES

- 22.01** The Employer agrees to provide and maintain refrigerators/freezers, electric ranges, dishwashers, microwaves, DVD players, clothes washers and dryers and cover fifty percent (50%) of the cost of televisions.

ARTICLE 23 - SAFETY COMMITTEE

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

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

ARTICLE 24 - MEDICAL PERSONNEL AT EMERGENCY SCENE

- 24.01** The Employer agrees to request an ambulance with trained medical personnel and life support equipment to be present at the scene of all working fires and/or suit-up operations involving dangerous goods.
- 24.02** Transport to hospital for any employee seriously injured on the job shall be at the Employer's expense.

ARTICLE 25 - RELIEF AT EMERGENCY

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

ARTICLE 26 - DEPLOYMENT

26.01 When on duty personnel are available, the Employer shall make every reasonable attempt to staff apparatus at the rate of:

- 4 personnel per Engine
- 4 personnel per Quint while being used as a Quint or Engine
- 2 personnel per Quint while being used as an Aerial
- 2 personnel per Aerial Device
- 2 personnel per Tactical Support Unit 2 personnel per Rescue Unit
- 2 personnel per Tanker

26.02 The Employer agrees to maintain the employment of all employees who are employed with the Department at the time of signing this agreement, and who are members of the Union, for the duration of this Collective Agreement, except termination for just cause.

ARTICLE 27 - SICK LEAVE

27.01 Sick leave means the time the employee is absent during normal working hours with full pay because he/she is sick or disabled, confined by Doctor's orders due to exposure to a contagious disease, or under treatment by a physician, or dentist. Sick leave is not available to employees whose injury leave claims are not approved due to their failure to cooperate with the insurer in respect of their injury leave claims.

27.02 If requested by the Employer, employees claiming sick shall submit to appropriate examinations by physicians appointed by the Employer. Such physicians shall report to the Employer only on the employee's ability to report for work and to perform the required work. The Employer may require employees on sick leave to be approved for full operational duties by a physician appointed by the Employer before returning for duty. The Employer shall pay for all medical expenses not covered under the employee's medical plan for any examinations, tests as directed by the Employer. With respect to injury and sickness, the availability of suitable alternative duties will be determined by the Employer in consultation with the employee and health professionals.

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

ARTICLE 28 - WELLNESS AND FITNESS

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

ARTICLE 29 - PREGNANCY AND PARENTAL LEAVE

29.01 PREGNANCY LEAVE

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

(i) The employee may opt to continue credited service which will result in the Employer paying all contributions to the Pension Plan covering the employee's period of leave and the employee authorizing the Employer to collect the employee's share of the contributions from him/her after his/her return to work not later than within 26 pay periods of the pregnancy, parental and adoption leave period ending or such earlier time if the employee decides to make earlier repayment. Notwithstanding any other provision in the collective agreement, an employee who has elected the option to continue credited service during pregnancy, parental and adoption leave may upon returning to work cash out TOIL, vacation and Holiday Leave they currently have.

(ii) The employee may opt out of credited service for pension purposes for the duration of their pregnancy, parental and adoption leave and accepts that opting out of credited service for pension purposes is for the duration of leave taken which will require that the employee must, in order to buy back the period opted out, notwithstanding any provision of the Collective Agreement, including Article 35, purchase such service pursuant to the purchase of service provisions of the HRM pension plan.

(iii) For greater clarity where an employee has not confirmed in writing prior their election as between the two pension options in (i) or (ii) above they are deemed to have elected option (ii).

29.01.6 Pregnancy, in itself, is not a sickness for the purposes of the sick leave provisions of this collective agreement, however, sickness arising as a result of pregnancy or during pregnancy is a sickness for all purposes of this collective agreement.

29.01.7 Where working conditions may be hazardous to the fetus or the pregnant employee, the Employer shall endeavour to provide alternative safe employment at no reduction in pay or benefits for the period of the pregnancy. Should the Employer be unable to provide such safe alternative employment the employee shall be granted an unpaid leave of absence until the birth of the child.

29.01.8 Subject to Article 29.01.1, pregnancy leave shall be, at the choice of the employee, up to seventeen (17) weeks duration and shall end not sooner than one (1) week after the actual date of delivery and not later than seventeen (17) weeks after the pregnancy leave began.

29.01.9 An employee returning from pregnancy leave shall retain her rights as outlined in this Collective Agreement.

29.01.10 Pregnancy Leave Allowance

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

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

(1) Where the employee is subject to a waiting period of one (1) week before receiving EI benefits, payments equivalent to seventy-five percent (75%) of her weekly rate of pay, less applicable deductions, for the one week waiting period, less any other earnings received by the employee during the benefit period. Any employee who is entitled to Pregnancy Leave and serves a one (1) week waiting period before receiving EI, shall, immediately following the conclusion of their EI entitlement, also be entitled to the cash value of seventy-five percent (75%) of their weekly salary, less applicable deductions for a second week. At the employee's option this entitlement may be taken as dollars, or as time off in lieu, or may be put towards any outstanding pension contributions the employee chooses to make, in accordance with the HRM pension plan provisions. The employee must make their selection prior to the end of their EI entitlement period. If the employee opts to take the value as time off in lieu, the time off must be taken within twelve (12) months. If the time off is not taken within twelve (12) months, it will be cashed out at its dollar value at time at which it was awarded.

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

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

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

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

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

29.02 PARENTAL LEAVE

29.02.1 Parental leave shall be considered as a right for all employees.

Employees shall be granted parental leave in accordance with the provisions of this collective agreement unless increased or better leave or benefits are provided by the provisions the *Labour Standards Code* of the Province of Nova Scotia.

29.02.2 Parental leave shall be deemed to be continuous employment for the accrual of seniority, service, vacation and sick leave. Vacation entitlements will not be prorated under Article 31 during the vacation year(s) when parental leave of thirty-five (35) weeks or less is taken. Employees on parental leave retain their seniority rights.

29.02.3 An employee who becomes a parent through the birth of a child or the placement of a child in the care of the employee for the purpose of adoption pursuant to the laws of the province or through guardianship is entitled to an unpaid leave of absence of, at the employee's choice, up to thirty-five (35) weeks or, in the case of adoption, any longer period required by the adoption agency or the province. The employee shall endeavour to provide reasonable notice to the Employer of the date on which she/he intends to start the leave and the date on which she/he intends to return, provided that if circumstances beyond the control of the employee dictate a change to those dates, she/he shall advise the Employer of the changed dates as soon as reasonably possible.

29.02.4 In the case of a new born child, an employee may begin parental leave anytime following the birth of a child provided that the leave shall end thirty-five (35) weeks following its commencement or fifty-two (52) weeks after the birth of the child, whichever is earlier. This leave will be uninterrupted. In the case of the adoption of a child or guardianship, the employee may begin parental leave, at the employee's option, at any time required by the adoption agency or upon arrival of the child in the employee's home, provided that the leave shall end at the end of the time required by the adoption agency or fifty-two (52) weeks after the leave began, whichever is earlier, provided that the employee is entitled to a minimum amount of up to thirty-five (35) uninterrupted weeks leave.

29.02.5 Notwithstanding the foregoing, where an employee has begun parental leave and the child to whom parental leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the employee is entitled to return to and resume work in her/his position and defer the unused portion of the parental leave until the child is discharged from hospital. An employee is entitled to only one (1) interruption and deferral of each parental leave.

29.02.6 Employees on parental leave under this article shall make arrangements with the Employer to:

(a) Deduct all benefit contributions for which the employee is responsible, and those which the employee must continue and further those which he/she may choose to continue, covering the period of the employee's leave. The deductions may be taken from the employee's pays prior to the commencement of the leave or the employee may pay by cash or cheque in advance of or during the leave.

(b) Prior to commencing leave the employee must confirm to the Employer in writing their election between two pension options:

(i) The employee may opt to continue credited service which will result in the Employer paying all contributions to the Pension Plan covering the employee's period of leave and the employee authorizing the Employer to collect the employee's share of the contributions from him/her after his/her return to work not later than within 26 pay periods of the pregnancy, parental and adoption leave period ending or such earlier time if the employee decides to make earlier repayment. Notwithstanding any other provision in the collective agreement, an employee who has elected the option to continue credited service during pregnancy, parental and adoption leave may upon returning to work cash out TOIL, vacation and Holiday Leave they currently have.

(ii) The employee may opt out of credited service for pension purposes for the duration of their pregnancy, parental and adoption leave and accepts that opting out of credited service for pension purposes is for the duration of leave taken which will require that the employee must, in order to buy back the period opted out, notwithstanding any provision of the Collective Agreement, including Article 35, purchase such service pursuant to the purchase of service provisions of the HRM pension plan.

(iii) For greater clarity where an employee has not confirmed in writing prior their election as between the two pension options in (i) or (ii) above they are deemed to have elected option (ii).

29.02.7 An employee returning from parental leave shall retain her/his rights as outlined in this Collective Agreement.

29.02.8 Leave for Adoption

(i) Unpaid leave will be granted to all employees who qualify for such leave in accordance with the Labour Standards Act in effect at the time of signing this Collective Agreement and as may be amended from time to time. Notice requirements to access Adoption leave will be as described in the Act.

(ii) Subject to the requirements of the pension plan, if the employee elects to make contributions to the pension plan for the period of such leave the Employer will make its related Employer contributions to the plan.

Employees on adoption leave under this article shall make arrangements with the Employer to:

(a) Deduct all benefit contributions for which the employee is responsible, and those which the employee must continue and further those which he/she may choose to continue, covering the period of the employee's leave. The deductions may be taken from the employee's pays prior to the commencement of the leave or the employee may pay by cash or cheque in advance of or during the leave.

(b) Prior to commencing leave the employee must confirm to the Employer in writing their election between two pension options:

(i) The employee may opt to continue credited service which will result in the Employer paying all contributions to the Pension Plan covering the employee's period of leave and the employee authorizing the Employer to collect the employee's share of the contributions from him/her after his/her return to work not later than within 26 pay periods of the pregnancy, parental and adoption leave period ending or such earlier time if the employee decides to make earlier repayment. Notwithstanding any other provision in the collective agreement, an employee who has elected the option to continue credited service during pregnancy, parental and adoption leave may upon returning to work cash out TOIL, vacation and Holiday Leave they currently have.

(ii) The employee may opt out of credited service for pension purposes for the duration of their pregnancy, parental and adoption leave and accepts that opting out of credited service for pension purposes is for the duration of leave taken which will require that the employee must, in order to buy back the period opted out, notwithstanding any provision of the Collective Agreement, including Article 35, purchase such service pursuant to the purchase of service provisions of the HRM pension plan.

(iii) For greater clarity where an employee has not confirmed in writing prior their election as between the two pension options in (i) or (ii) above they are deemed to have elected option (ii).

ARTICLE 30 - SPECIAL LEAVE

BEREAVEMENT LEAVE

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

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

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

i) Child includes all child-parent relationships including, biological child, stepchild, adopted child, foster child, and ward.

ii) Parent includes all parent-child relationships including, biological parent, step-parent, adoptive parent, foster parent, and guardian.

iii) Sibling includes all sibling relationships including, biological sibling, step-sibling, sibling by adoption, foster sibling, and any other person who has a common parent with the employee.

iv) Grandparent includes, in the same manner, the parent of an employee's parent.

v) Grandchild includes, in the same manner, the child of an employee's child.

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

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

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

FAMILY LEAVE

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

- (1) The regularly scheduled shift shall be granted off with pay, for the delivery of a baby by a partner/spouse, after 22:00 hours the day prior to a member's regularly scheduled duty day, the day of delivery if on duty, or the day the child is taken home from the hospital, given that none of the aforementioned time has been taken.
- (2) Illness or injury to a family member that requires immediate supervision and care by a parent, duration not to exceed 24 hours.
- (3) Medical problems or an accident requiring immediate hospitalization of a spouse, father, mother, father- in-law, mother-in-law, or child (all relations as defined in article 30.02), duration not to exceed 24 hours.
- (4) An emergency requiring immediate attention at the primary place of residence or immediately threatening personal belongings.
- (5) Any unforeseen lack of child-care or elder-care that requires the employee's immediate attention, up to a maximum of two hours. Time worked to cover family leave time referenced in article 30.06(5) shall not result in overtime paid at double time. Furthermore, time required in this category that exceeds two hours would be required to be taken from TOIL time or vacation.

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

VOTING LEAVE

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

CHIEF'S LEAVE

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

TIME OFF IN LIEU (TOIL)

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

- (1) TOIL will be taken in a minimum of four (4) hour blocks, unless approved by the Division Commander or other Management person.
- (2) A member may transfer banked TOIL time to another member in exchange for hours worked. Any officer can trade with any officer and any firefighter can trade with any firefighter of like qualifications.
- (3) TOIL for Platoon E will be granted on a platoon wide basis.
- (4) A Maximum of twenty percent (20%) of the Platoon is allowed off at one time. This is a total of both vacation (as allowed for in article 31.04.3 and TOIL time.
- (5) The selection as to who receives TOIL will be made by the Division Commander at 12:00hrs fourteen (14) calendar days (non-shift personnel) before the date in question, and shall be based on seniority of those who have requested the day previous to that date. The TOIL requests shall be awarded based on job seniority, regardless of rank.

- (6) Members may request TOIL at any time (after the time lines as per 30.09(5)) that it appears that maximum numbers off may not be met. Such requests shall not be unreasonably denied.

30.09.1 Banked Holiday Leave for E Platoon must be taken in time off, and will be considered separate from the maximum TOIL accrual as per Article 10.08.1

ARTICLE 31 - VACATIONS AND HOLIDAYS

31.01 All employees covered by this Agreement shall be granted annual vacation with pay according to their work division and date of hire as described below and as outlined in Schedules A, B, and C attached.

- (1) Operational Employees who work on Platoon A, B, C or D (see Schedule A);

First partial calendar year	4% in lieu
Full Calendar Years 1 to 4	48 hours
Full Calendar Years 5 to 9	120 hours
Full Calendar Years 10 to 14	192 hours
Full Calendar Years 15 to 19	216 hours
Full Calendar Years 20 to 24	240 hours
Full Calendar Years 25+	264 hours

- (2) Operational Employees who work on Platoon E (see Schedule B);

First partial calendar year	4% in lieu
Full Calendar Years 1 to 4	84 hours
Full Calendar Years 5 to 9	126 hours
Full Calendar Years 10 to 14	168 hours
Full Calendar Year 15	176.4 hours
Full Calendar Year 16	184.8 hours
Full Calendar Year 17	193.2 hours
Full Calendar Year 18	201.6 hours
Full Calendar Years 19 to 24	210 hours
Full Calendar Years 25+	252 hours

(3) Non-Operational Employees (see Schedule C);

First partial calendar year	4% in lieu
Full Calendar Years 1 to 4	80 hours (Logistics & Mechanical receive 120 hours)
Full Calendar Years 5 to 9	120 hours
Full Calendar Years 10 to 14	160 hours
Full Calendar Year 15	168 hours
Full Calendar Year 16	176 hours
Full Calendar Year 17	184 hours
Full Calendar Year 18	192 hours
Full Calendar Years 19 to 24	200 hours
Full Calendar Years 25+	240 hours

31.01.1 Vacation entitlements are based on the full calendar year. Members select their vacation before it is earned; however, if employment is terminated and more vacation has been taken than earned, then the Employer will deduct the value of the vacation taken but not earned from any monies owed to the employee other than pension.

31.01.2 During the first partial calendar year of employment, all employees shall receive 4% of their wages in lieu of paid vacation leave which shall be paid to the employee on or before the first pay period in November of that first partial year.

31.02 The holidays designated for all employees are:

- i) New Year's Day
- ii) Nova Scotia Heritage Day
- iii) Good Friday
- iv) Easter Monday
- v) Victoria Day
- vi) Canada Day
- vii) Civic Holiday
- viii) Labour Day
- ix) Thanksgiving Day
- x) Remembrance Day
- xi) Christmas Day, and
- xii) Boxing Day
- xiii) Any other day appointed by the Government of Canada, Government of Nova Scotia, or the Halifax Regional Municipality as a general or legal holiday.

- 31.02.1** Time off in lieu of designated holidays shall be granted to all operational employees who work a continuous shift rotation and are not entitled to the holiday off with pay. The time off in lieu of holidays shall be 72 hours which is to be added to employees' vacation entitlement.
- 31.02.2** Notwithstanding article 31.02.1, operational employees who work a continuous shift rotation, who were hired on or after June 1, 2004, shall receive time off in lieu of holidays at the rate of six (6) hours for each month of completed service during the first partial calendar of employment.
- 31.02.3** For clarification, a "continuous shift rotation" is a shift pattern that includes any Saturday and/or Sunday as normal hours of work as referenced in article 9.
- 31.03** Operational employees who do not work a continuous shift rotation and non-operational employees shall be granted the designated holiday off with pay on the actual day of the holiday or be granted time off in lieu of the holiday if the designated holiday falls on a day of rest. Operational employees who do not work a continuous shift rotation, who are required to work a holiday pursuant to their normal hours of work, will be granted time off in lieu of the holiday.
- 31.04** Vacation selection shall be based on an employee's seniority in the bargaining unit. The vacation year is defined as January 1 to December 31 inclusive.
- 31.04.1** All employees shall submit their vacation requests to the Chief or his designate by December 15 of every year for final approval. All employees must submit requests for their full vacation entitlement unless they have received approval to carry vacation forward as outlined in article 31.05.
- 31.04.2** Notwithstanding article 31.04.1, every Platoon, including officers, shall select vacation as individual groups in November of every year. At the November vacation picks, members will pick their full vacation entitlement for the next year unless they have received approval to carry vacation forward as outlined in article 31.05. The vacation slots will be filled The Union will coordinate the November pick and then submit all vacation requests to the Chief or his designate by December 15 of every year for final approval.

- 31.04.3** 16% of the Platoon complement will be allowed off on vacation at any given time. The 16% may be exceeded with the approval of the Chief or his designate.
- 31.04.4** All operational employees who do not work a continuous shift rotation and non-operational employees shall pick vacations by seniority within their own divisions/districts.
- 31.05** Any employee who wishes to carry forward vacation must first obtain the approval of the Chief or his designate.
- 31.05.1** Any and all vacation that is approved for carry forward must be used before March 31 of the calendar year immediately after the year in which the vacation was earned. Furthermore, vacation carried forward shall not affect regular vacation scheduling
- 31.06** Subject to the Chief's or his designate's approval, employees shall not lose vacation time and/or time off in lieu of designated holidays which was previously selected and approved, but not taken due to a job injury, being on LTD, hospitalization and/or recuperation from hospitalization, surgery and/or recuperation from surgery. In the event that this occurs, employees must submit proper documentation to the Chief or his designate to apply for reinstatement of vacation time and/or time off in lieu of designated holidays which was not taken.
- 31.06.1** Employees who are off work longer than six (6) months shall cease earning vacation commencing at the end of said six (6) months until they return to work.
- 31.07** In cases of unexpected immediate personal circumstances, the Division Commander, District/Divisional Captain, or Manager of that employee may grant a request from an employee to select a day off and have such day charged to the employee's vacation and/or time off in lieu of holidays. Such requests may be granted subject to operational requirements.
- 31.08** HRFES will not require an employee to report to duty after he/she has commenced vacation leave or cancel an employee's vacation once it has been approved unless the Chief or his designate determines it is necessary to do so as a last resort in order to respond to extreme and unusual operational demands.

- 31.08.1** If an employee is required to report to duty once he/she has commenced approved vacation leave, then he/she shall be paid the applicable overtime rate in accordance with article 10, as well as be reimbursed for reasonable expenses, including costs associated with pre-purchased travel arrangements. However, if an employee's pre-approved vacation is cancelled in advance, then he/she will be reimbursed for reasonable expenses but shall not be entitled to overtime.
- 31.08.2** A period of vacation leave displaced as a result of an employee being required to report to duty once he/she has commenced vacation leave, as well as reasonable transportation time associated with reporting to duty, shall either be immediately added to an employee's vacation period, if requested and approved by HRFES, or reinstated for use at a later date in accordance with article 31.04. A period of vacation leave cancelled in advance shall be reinstated for use at a later date in accordance with article 31.04.
- 31.09** During their 20th calendar year or thereafter, members may request a payout of forty eight (48) hours or less of vacation. Members must submit written requests for such a payout between October 15 and October 31 in the year preceding the payout so that the period of vacation requested for pay-out is available for picking in accordance with article 31.04. When so requested, vacation pay-out shall be received by the member no later than the first pay in December in the following year.
- 31.10** Three (3) Vacation Committee members are eligible for up to twenty-four (24) hours of TOIL each with respect to time worked on the Vacation Committee. This time will be non-cashable, and recorded as Banked Holiday Leave.

ARTICLE 32 - MEDICAL AND BENEFIT HEALTH AND INSURANCE BENEFITS

- 32.01** The members of the bargaining unit will only be eligible to participate in the group benefits plans established by the Union. The plans cover Basic AD&D, Basic Life and Dependant Life, L.T.D., Supplementary Health, and Dental. The Employer will forward to the agent of the Union on the Union's behalf a lump sum amount, to be paid in monthly installments, equivalent to one point nine three percent (1.93%) of the total bargaining unit base salary as

determined on November 1st of each year of the collective agreement plus six-hundred and twenty-nine dollars and twenty cents (\$629.20) per IAFF member with family health or dental coverage and two hundred and fifty-one dollars and sixty-eight cents (\$251.68) per IAFF member with single health or dental coverage. This is the maximum amount payable by the Employer to the fund of the Union. In no case shall the Employer contribute more than fifty percent (50%) of the total actual annual cost of the Union plans, excluding reserves. Any overpayment shall be refunded to the Employer by the Union as per Letter of Agreement.

32.02 The Employer is entitled to the same level and extent of information on all aspects of the Plan as it would reasonably expect to receive if it were the Plan Administrator. On or before July 01st of each year, the Union or its designate, will supply information to the Employer, including, but not limited, to the following:

- a) all financial and claim reports for Employees covered under the group benefits plans, excluding individual Employee claim detail and including premium rates for insured benefits;
- b) A copy of the most recent booklet distributed to members of the Union outlining the benefit coverage;
- c) A copy of the most recent master contract for insured benefits (Life Insurance, Accidental Death & Dismemberment, Long-Term Disability Insurance);
- d) The most recent renewal reports, which will include, disabled life and Long Term Disability waiver reports, disability claims payment summary and life insurance death claims report;
- e) Health and dental claim summary reports for the previous fiscal year detailed by the following categories:
 - i. Total dental claims (basic, major and orthodontic)
 - ii. Total drug claims
 - iii. Total paramedical claims
 - iv. Total hospital claims
 - v. Total medical equipment claims
 - vi. Total vision claims;

- f) A detailed report confirming the percentage of premium the Employer has paid for the previous year for the Union to provide benefits to Employees in relation to total plan costs for Employees. This report will include total premiums charged to Employees and payments made by the Employer. This report will outline the amounts paid by the plan for retiree benefits and any other benefits paid by the Plan which are not part of the total plan costs to which HRM is paying. This information may be contained in (j) listed below;
- g) A report confirming that to the Union's best knowledge in the last year that the plan has not paid for any health claims arising out of an the On the Job Injury Program and if any such payment was made, that payment recovery has occurred;
- h) A detailed report of claims administration fee, general administration fee and commissions as related to administrative services.
- i) Copy of declaration page or other reasonable confirmation for Group Extended Health and Drug-Stop Loss Insurance; and
- j) Annual financial statements, audited in accordance with Generally Accepted Accounting Principles, to confirm that the claims of retirees are not included in the overall plan costs, and which detail the any OJI claims paid by the group benefits plans and whether or not these have been reimbursed to the group benefits plans. These statements should outline all payments out of the Union's Health and Welfare Trust and all payments into the Union's Health and Welfare Trust and confirm to which cohort these relate (i.e. retirees, employees, injured workers, etc.).

32.03 In the event that coverage for the Union ceases for any reason, a re-entry to the group plan of the Employer will be subject to the terms and conditions as established by the Employer.

32.04 Retirement benefits for employees who retire on or after the implementation of the Union plan is the responsibility of the Union. The Halifax Regional Municipality does not cost share any group health or insurance benefits for retirees.

- 32.05** The Union will administer its own plan. The Employer will no longer provide any administrative services other than making appropriate payroll deductions as advised by the Union or its agent.
- 32.05.1** It is the responsibility of the union to comply with all information reporting as required by the Canada Revenue Agency.

ON THE JOB INJURIES

- 32.06** The Union will continue to maintain the Injury-on-Duty Plan coverage which it currently has in place or, where it sees fit to do so, move to improve coverage so as to replicate that provided by the Nova Scotia Workers Compensation Board, where possible.
- 32.06.1** Annually, and within thirty (30) days of any request by the Employer, the Union will provide the Employer with details of the OJI Insurance plans contracts, coverage provided, cost of the plans excluding reserves, an accounting of reserves accumulated, expenses, actuarial reports, and such other information as the Employer may reasonably request. All information shall be verified by supporting documentation.
- 32.07** On a monthly basis, the Employer shall forward to the agent, on the Union's behalf, a payment based on \$2.57 per \$100.00 of WCB assessable payroll until the date of signing of this 2016-2021 Collective Agreement; and thereafter at \$2.40 per \$100.00 of WCB assessable payroll. Payment of this amount is the Employer's total liability with regard to occupational injury or illness which would otherwise be covered under the Workers' Compensation Act as amended from time to time.
- 32.08** If requested by the Employer, employees on injury leave will submit to appropriate examinations by physicians appointed by the Employer. Such physicians will only report to the Employer on the employee's ability to perform the job, and whether and to what extent, the employee can perform modified duties. If the physician clears an employee for modified duties, the employee may be required to perform the modified duty. The Employer may require employees on injury leave to be approved for full fire service duties by a physician appointed by the Employer before returning to duty. With respect to modified duties, the availability of such duties will be determined reasonably by the Employer in consultation with the employee and Union where appropriate.

- 32.09** The Employer will have the ability to provide, to the insurance carrier, information which it feels is relevant to each claim.
- 32.10** Employees, an employee's spouse, an employee's dependent(s) or an employee's estate will not pursue any civil action against the Employer and the employees will hold the Employer harmless for any injury or illness received on duty which would otherwise be covered under the Workers' Compensation Act, as amended from time to time. This, inclusive of Article 33 as applicable, shall be an exclusive remedy and shall be in full and final satisfaction of any claim which they, their spouse, their dependent(s) or their estate may have against HRM or its employees, either during the IAFF member's employment or afterward with respect to the injury.
- 32.11** If an employee should lose time as the result of a bona fide injury while on duty or in the execution of firefighting duties, then the time lost shall not be considered as part of their sick leave.
- 32.12** It is agreed that in the event of a Mass Casualty incident which results in the death or serious injury of on-duty members of Local 268, the Employer shall be responsible for covering any resulting percentage increases to OJI Plan contribution rates directly attributed to the event. The Union shall be responsible for providing the documentation supporting this claim and it is agreed that these costs shall be covered for two (2) years following the increase.
- 32.12.1** A "Mass Casualty" for the terms of this article shall mean injuries, which occur as a result of an incident, totalling no less than five (5) IAFF members; deaths which occur as a result of an incident, either immediately or at a later date, totalling no less than three (3) IAFF members; or a combination of casualties and injuries which occur as a result of an incident, totalling no less than four (4) IAFF members.
- 32.12.2** The Employer will agree to bridge payment for On the Job Injuries while an employee is awaiting payment for said claim from the On the Job Injury (OJI) Insurer, provided the employee has fully cooperated with the On the Job Injury Insurer in respect of the injury leave claim. The employee will be bridged at the rate of pay at the time of the injury multiplied by the percentage rate in place for OJI. The employee will sign over, to the Employer, all funds received from the On the Job Injury Insurer as repayment for the salary advanced. Subject to the terms of Article 27.01, should a claim be refused, after all appeals have been exhausted, the income bridged to

the employee for said injury will be converted to sick leave, charged against the employee's accumulated sick leave, and the Employer will reimburse to the employee the difference between the On the Job Injury rate of pay and the sick leave rate of pay. It is explicitly understood that the employee shall be responsible to repay to the employer any overpayment resulting from an OJI claim within six (6) months of notification of the discrepancy.

- 32.12.3** The Union, or its agent, agree to implement a tracking system for all expenses relating to OJI claims and will ensure that these expenses are funded by the OJI fund. The Union, or its agent, agree to educate their members on the importance of proper submission of these claims.

ARTICLE 33 - LINE OF DUTY DEATH - SURVIVORS' BENEFITS

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

- 33.04.1** The Employer agrees to pay all costs for returning the remains of any IAFF member who dies while performing their duty at an approved incident, or training, while outside the Province of Nova Scotia.

ARTICLE 34 - PRE-RETIREMENT

- 34.01** After ten years of continuous service and upon retirement or death, employees shall be entitled to paid leave for the period immediately prior to retirement, calculated on the basis of three (3) calendar days per year, up to a maximum of ninety (90) calendar days, or calculated on the basis of fifty percent (50%) of sick leave entitlement, whichever is greater. The calculation of the retirement allowance is based on the daily rate of the retiring member's salary on the date of retirement. The daily rate is the annual salary divided by three-hundred sixty-five (365).
- 34.02** Employees entitled to receive pre-retirement leave may elect to work all or a portion of the pre-retirement leave period and receive a lump sum payment for the period worked. Where the lump sum option is selected, this amount shall be paid at retirement and shall not affect pension amounts
- 34.03** Subject to any applicable taxation, HRM will allow members to direct that any or all of their pre-retirement leave payable under Article 34.02 be deposited into the IAFF Health and Benefit Trust.

ARTICLE 35 - PENSION PLAN

- 35.01** HRM recognizes on April 1, 1998, the pension plans of the City of Halifax, City of Dartmouth, the Town of Bedford, the Halifax County Municipality and the Metropolitan Authority were consolidated into one plan known as the HRM Plan.
- 35.02** Subject to the HRM Pension Plan provisions, all employee shall be provided the benefits elected under the new HRM Plan in accordance with the plan provisions.
- 35.03** In accordance with the HRM Pension Plan rules and eligibility, all new employees shall become members of the HRM Plan.

- 35.04** HRM agrees that there will be no amendment to any Pension Plan which alters the pension benefits or contribution levels for any member of the bargaining unit without the consent of the Union. However the parties agree that a change in benefit levels and contribution levels may be necessary, from time to time, to meet the Plan funding Changes. The parties agree that the contribution levels shall be adjusted to meet the Plan funding requirements in such amounts as determined by the pension committee in consultation with the plan actuary and paid in accordance with their respective plan or plans, in which case the consent of the Union is not necessary.
- 35.05** Employees who resign prior to the end of any leave, and who have not made their contributions to the pension plan within thirty (30) calendar days of their resignation will lose the option to make such payments.

ARTICLE 36 - LEAVE OF ABSENCE WITHOUT PAY

- 36.01** Subject to the operational requirements of the Department, the Employer, at the discretion of the Chief or his/her designate, may grant a leave of absence without pay to an employee with a minimum of five (5) completed years of service in the bargaining unit who applies for leave from HRFE for reasons including study, research, travel, and attendance to personal affairs. The Union and the Employer agree to meet to discuss an employee with less than five (5) years in extenuating circumstances.
- 36.01.1** Any employee who has been granted a leave of absence without pay in accordance with this article shall retain his/her seniority in the Bargaining Unit for a period not to exceed twenty-four (24) consecutive months from the date the leave of absence commenced, provided the employee continues to pay his/her union dues.
- 36.02** An application for leave of absence without pay shall be submitted to the Employer ninety (90) calendar days, when possible, prior to the commencement of the leave. Such leave shall be granted or denied no less than one month before the leave is scheduled to commence.

36.03 Upon return from a leave of absence, the employee shall be reinstated to the position held by him/her immediately prior to going on leave of absence subject to being able to meet any new requirements of the position within a reasonable period of time. There shall be no overtime cost to the Employer as it relates to this article.

36.04 A leave of absence pursuant to this article shall be without pay, however, it is also agreed that any pension or employee benefits may be continued as long as the applicable plans permit. However, such employee on leave must bear the full cost of such benefits.

36.05 Conditional on an employee being responsible for providing his replacement, the Employer agrees to grant a leave of absence with pay to any employee who attains an I.A.F.F. Fifteenth (15th) District Vice President office or acts in that capacity.

ARTICLE 37 - DEFERRED SALARY LEAVE PLAN

37.01 The Employer shall allow employees with five (5) years, or more, service with the Employer to take a one year leave of absence financed by the employee by deferral of salary. Employees must make written application to the Employer six (6) months before the deferral is to commence, requesting permission to participate in the plan. Written acceptance, or denial, of the employee's request, with an explanation, shall be forwarded to the employee no later than one (1) month from the date of written application. Approval of individual requests to participate in the plan shall rest solely with the Employer. Refusal by the Employer to approve an application shall be final and non-grievable.

37.02 The payments of salary, benefits, and the timing of the one year leave of absence shall be as follows:

37.02.1 In each year of the plan preceding the year of the leave, an employee shall be paid a reduced percentage of his/her applicable annual salary. The remaining percentage of annual salary shall be deferred and this accumulated amount, plus interest earned, shall be retained by the Employer and paid to the employee during his year of leave,

37.02.2 The percentage of annual salary deferred in any one (1) year shall not be less than five (5) percent,

- 37.02.3** The calculation of interest under this plan shall be in accordance with HRM policy.
- 37.03** While an employee is enrolled in the plan and not on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received had he/she not been enrolled in the plan.
- 37.04** An employees benefits shall be maintained during his/her leave of absence, however, the premium costs of all benefits shall be paid by the employee during the year of leave. While on leave, any benefits tied to salary shall be structured according to the salary the employee would have received in the year prior to taking the leave had he/she not been enrolled in the plan
- 37.05** Sick leave credits shall not accumulate, and cannot be used during the year spent on leave.
- 37.06** Pension deductions shall be continued during the year spent on leave. The year of leave shall be a year of pensionable service, and firefighting service. Pension deductions shall be made on the salary the employee would have received had he/she not entered the plan or gone on leave.
- 37.07** Upon return from leave, the employee shall be assigned to his/her same position prior to the leave, or if due to departmental downsizing the employees position no longer exists, the employee shall be governed by the appropriate terms of this Agreement.
- 37.08** An employee may withdraw from the plan three (3) months prior to which the leave is to commence. The Employer shall respond to the employee within one (1) month of the employees application to withdraw.
- 37.09** If the employee withdraws from the plan he/she shall be paid one lump sum adjustment equal to any monies deferred plus interest accrued. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the plan.
- 37.10** Should an employee die while participating in the plan, any monies accumulated plus interest accrued at the time of death shall be paid to the employee's estate.

- 37.11** Employees laid-off, discharged, or terminated while enrolled in the plan shall be required to withdraw. Repayment of monies shall be in accordance with Article 37.09.
- 37.12** All employees wishing to participate in the plan shall be required to sign the approved contract included in Appendix B before final approval for participation is granted. Contract provisions including percentage of salary and year of leave may be amended by mutual agreement between the employee and the Employer. Where an employee requests an amendment to his deferred salary leave contract the Employer shall respond to the employee within thirty (30) days.
- 37.13** The Employer cannot be involved or held responsible for actions taken by another party concerning the use of this plan.

ARTICLE 38 - TRANSPORTATION

- 38.01** If an employee is required to use his/her vehicle for departmental business, then he/she shall be compensated according to the HRM Local Travel Policy. If an employee is required to use alternate transportation, then he/she shall be compensated for all costs incurred.
- 38.02** Employees are responsible for their own transportation when reporting to their assigned place of work when notified at least one shift in advance. Notwithstanding this, those members on E Platoon who, as per this article, travel more than thirty five (35) kilometers from their posted station, in a four (4) ten and a half (10.5) hour Monday to Friday cycle, shall be compensated, as per the HRM kilometer rate, for all kilometers above the thirty five (35).
- 38.03** Any employee who is posted to work at a station greater than 70km (e.g. Station 28 – Sheet Harbour) from Station 1 (40 Alderney Drive) will be compensated with ten and one half (10.5) hours of TOIL on March 31, June 30, September 30 and December 31; only employees posted on the specified date(s) are eligible.

ARTICLE 39 - EMPLOYEE PARKING

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

ARTICLE 40 - TRAINING

- 40.01** The Employer recognizes the importance of employees having developmental and training opportunities related to the Fire Service. In this regard, an employee may request to be moved from his/her regular duties to work in another IAFF position for a minimum period of thirty (30) consecutive calendar days, but no more than one hundred-eighty (180) consecutive calendar days unless agreed to by the Employer and the Union. Notification of any employee taking advantage of these opportunities will be forwarded to the Union.

- 40.02** Whenever possible, fire service related training shall be done during normal working hours. All employees directed or approved to give or take Fire Department Training during off duty hours shall be paid at the applicable rate in accordance with Article 10 of this agreement.

- 40.03** All courses/training approved by the Employer shall be made available based on departmental needs. If more than one employee meets the course prerequisites the following factors shall be taken into consideration:

- (i) Station/Divisional assignment as described on the Master Duty Roster
- (ii) Seniority

- 40.03.1** Management agrees to post all courses thirty (30) days before the course is scheduled, whenever possible. Management agrees to make every effort to fill courses with members who have applied before directing members to attend.

- 40.03.2** It is understood that Management may assign members to training courses for the purpose of re-certification. Employees that are directed to take re-certification training shall be given a minimum of thirty (30) days notice whenever possible. Notwithstanding this, the Employer and employee may agree to a shorter period of notice.

- 40.04** Employees requesting time off for courses shall follow procedure.
- 40.05** The Employer, with a minimum thirty calendar (30) days' notice, or such shorter period of notice as agreed to by the employee, shall be permitted to reschedule the regular shift pattern of any employee for the purpose of giving or taking training and/or upgrading for a period not to exceed three (3) weeks in any twelve (12) month period.
- 40.05.1** Time off for training shall be in accordance with Appendix "D".
- 40.05.2** When an A, B, C, or D Platoon employee's shift falls on the day immediately preceding a one (1) or two (2) day course, the employee shall be scheduled off at 20:00 hours.
- 40.05.3** When an A, B, C, or D Platoon employee's shift falls on the day immediately preceding a three (3) or four (4) day course, the employee shall be scheduled off for the twenty -four (24) hour shift.
- 40.05.4** When attending or returning from training outside of the Province of Nova Scotia, the member will be assured twelve (12) hours off between the arrival of their flight and reporting for duty. It is the employee's responsibility to contact their Division Commander/Divisional Chief if their flight is delayed.
- 40.06** Employees returning from any form of leave, of one year or more, shall be required to take any necessary training and or upgrading, for the position to which they are returning. This period shall not exceed 8 weeks. Any training or upgrading related to this article shall not be considered training time for the purpose of article 40.05.

Apprentice Mechanics

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

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

The Apprentice Mechanic is entitled to all benefits under the Collective Agreement except for the following; Article 10 Overtime, other than in an instance where two (2) qualified IAFF mechanics are required and, after going through the overtime list, only one (1) has accepted, and Article 26 Deployment.

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

ARTICLE 41 - EXTREME WEATHER

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

ARTICLE 42 - EDUCATION REIMBURSEMENT

- 42.01** The Employer agrees to reimburse employees for tuition and books, upon proof of successful completion of education related to the Fire Service and that has been pre-approved.

ARTICLE 43 - CAREER ADVANCEMENT

- 43.01** At any stage of an individual's career, the individual has the right to request the necessary information and relevant study materials from the HRFE to advance his/her career. It is understood that it is the responsibility of the individuals to obtain the necessary skills and/or courses necessary to move their career forward. For any step level increases covered in this Article, Management will notify the affected members a minimum of sixty (60) days in advance of testing.
- 43.02** Advancement from Fourth Class Firefighter to First Class Firefighter will be subject to the successful attainment of a 70% pass mark by the employee on each part of the HRFE standards test for each level of Firefighter, and upon successful completion of a review by a Performance Review Panel. The Training Division will test to the standards twice per year and the Panel will convene twice a year at 6 month intervals.

- 43.03** If the testing takes place prior to the anniversary of a candidate's hiring date, and the candidate successfully completes the standards, the salary increase will take effect on the anniversary of their date of hire. If the testing takes place after the anniversary of a candidate's hiring date, and the candidate is successful, their salary increase would be retroactive to their anniversary date. If the candidate is unsuccessful, there will be a 6 month waiting period before writing again. The salary increase will become effective upon successful completion on this date.
- 43.04** All newly hired employees shall serve a probationary period of twelve (12) months actively at work from their date of hire in the position. If an employee is not actively at work for more than one (1) of those twelve (12) months, then the probationary period shall be adjusted accordingly.
- 43.04.1** Prior to the end of the probationary period, probationary firefighters must attain a passing mark of at least seventy percent (70%) on a step level test and successfully complete a review by the Performance Review Panel. If the probationary firefighter does not meet these requirements and/or is unsuccessful in passing his/her probationary period for reasons including poor performance or unsuitability, the probationary period may be extended up to an additional six (6) months. If an extension is deemed warranted by the Employer, the probationary firefighter will be given clear direction concerning performance and development requirements.
- 43.05** Subject to the provisions of 43.03, 43.04 and 43.04.1, any firefighter who has successfully completed a minimum of one (1) year of full time active on the job service shall be promoted to the rank of 3rd Class Firefighter as outlined in this Collective Agreement.
- 43.06** Subject to the provisions of 43.02 and 43.03, any firefighter who has successfully completed a minimum of two (2) years of full time active service shall be promoted to the rank of 2nd class Firefighter as outlined in this Collective Agreement.
- 43.07** Subject to the provisions of 43.02 and 43.03, any firefighter who has successfully completed a minimum of three (3) years of full time active service shall be promoted to the rank of 1st class Firefighter as outlined in this Collective Agreement.

43.08 The Senior Firefighter test shall be conducted by the Training Division each November. It is the responsibility of the member to apply in writing to write the test. The test shall consist of a multiple choice exam not to exceed one hundred fifty (150) questions based on NFPA level II Standards. Qualification as Senior Firefighter shall be subject to the Employee passing a qualifying test with a minimum score of 70%. Employees will be eligible to write the senior firefighter test in their tenth (10th) year of continuous service. If the NFPA Level II standard changes, Management shall notify all affected members a minimum of ninety (90) days prior to the test being conducted. If the NFPA Level II Standards change occurs within ninety (90) days of the scheduled writing of the test, the proposed changes shall not be applicable until the following year's scheduled writing.

43.08.1 Senior Firefighter classification shall commence on the successful completion of senior firefighter test and classification shall be retroactive to, or begin on, the employee's anniversary date in the year of the testing.

43.08.2 Senior Firefighter, Senior Firefighter Level I and Senior Firefighter Level II classification commence at the beginning of the employee's tenth (10th), twentieth (20th) and twenty-fifth (25th) years of continuous service in the bargaining unit respectively.

43.08.3 Employees who fail to qualify for Senior Firefighter classification shall have one (1) additional opportunity do to so within ninety (90) calendar days. If the employee fails to qualify within the ninety (90) calendar days, the employee will not be eligible to qualify until the following November, if then successful, the salary increase takes effect on this date.

ARTICLE 44 - CAREER ADVANCEMENT PROMOTIONAL ROUTINE

44.01 Operational Officer promotional routines will be for the rank of Captain. Those who successfully complete the promotional routine will be ranked, placed on an Acting Captains list and subsequently promoted on the basis of seniority. Officer Development Courses may be required previous to promotion to Captain. In order to apply for an Operational Captain position employees must be commencing their tenth (10) year of recognized service in the bargaining unit with a minimum of eight (8) years in operations.

In order to apply for non-operational officer's positions in Fire Prevention and Training Divisions, employees must be commencing their tenth (10) year of recognized service in the bargaining unit with a minimum of eight (8) years in operations. In order to apply for a Divisional Captain's position, employees must have four (4) years in the Division applied for. In order to apply for a Platoon Captain's position, employees must be a Captain Level 2. Members of the Operations Division who are promoted to ranks within the non-operational divisions will maintain the rank which they have achieved within the Operations Division.

When Captains are promoted and moved to Platoon E, Captains may be posted to Platoons A, B, C, or D based on operational needs, in order of seniority in the rank. Based on date of promotion, the senior person shall be given the option of transferring. In the event that no senior person takes the position, the most junior Captain shall be required to take the position.

- 44.01.1** The promotional routine shall consist of a written exam and practical evolution that is specific to the position being applied for, and an interview for suitability that is job related. Upon obtaining a pass mark of seventy percent (70%) in each of these three (3) phases, the successful candidate shall then be placed on a promotional list according to departmental seniority. Separate promotional lists will exist within each Division for each promotional rank.
- 44.01.2** Notwithstanding article 44.04, Officers in their probationary year, advancements from Captain Level 4 to Captain Level 1 will move forward to the next level on the anniversary of their promotional date.
- 44.02** The senior candidate on a promotional list shall accept the promotion or be removed from the list. If a subsequent routine takes place before the current list is exhausted, successful candidates will be placed on the promotional list according to departmental seniority.

All newly promoted Officers will be entitled to a trial period as outlined in the definitions section of this agreement.

44.02.1 Should a member successfully complete any phase of a promotional routine, they may carry over their mark from the phase(s) they have passed to the next routine provided that it takes place within twelve (12) months. The twelve (12) month period will be calculated from the closing date of applications for the first routine, to the closing date for applications in the subsequent routine.

44.03 Promotional routines shall be held as required.

44.04 The probationary period for all Officers is twelve (12) working months in the position to which the employee is promoted, counting from the date of promotion. Prior to the end of the twelve (12) month probationary period for Officers, members will be subject to a performance review by a Performance Review Panel.

44.05 Whenever an employee is required to work in a higher classification, only those on an acting list can act in the position. Each apparatus as per Article 18.02 will be staffed with an officer. The number of acting officers will not exceed three (3) per day unless the overtime callout procedure as per MOU has been exhausted.

ARTICLE 45 - SALARIES

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

45.02 Cheque stubs will be made available in sealed envelopes, or electronically via email as chosen by the employee, and will not show bank account numbers.

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

ARTICLE 46 - TRANSFERS AND POSTINGS

TRANSFERS BETWEEN DIVISIONS

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

- (1) Transfers will be voluntary and upon written request to management; and
- (2) The candidate must successfully meet all qualifications for the Division requested.
- (3) Transfers from non-operations to operations will require eight (8) years of experience in operations.

Officers who are approved to transfer to another Division will do so at the rank they last held in that Division.

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

TRANSFER BETWEEN PLATOONS

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

POSTINGS

46.02 Postings shall be based on operational needs.

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

46.02.2 When firefighters are moved to Platoon E, firefighters will be moved to Platoons A, B, C, or D based on operational needs, in order of seniority. The Senior person shall be given the option of transferring. In the event that no senior person takes the position, the most junior firefighter shall be required to take the position.

DAILY SHIFTING

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

The Duty Division Commander shall, other than in extenuating circumstances, ensure that the Duty Roster is finalized and/or e-mailed to all stations by 1500 hours on their respective duty shift.

Members should not contact the stations prior to 1500 hours. E Platoon roster will be posted by 1500 hours daily.

Duty Roster sheets shall be posted online.

The Division Commander shall not be contacted for the above noted information unless it is absolutely necessary for verification of assignment.

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

Members (excluding the Firefighter Engineer) shall reserve their seniority right to take daily shifts. It shall be the responsibility of senior members to review their platoon's next Duty Roster for any daily shifting assignments they wish to take and to inform the Division Commander of their choice prior to 2000 hours so that the necessary notifications can be made.

46.03.01 If a member is required to move to another station or work location while on duty then they shall be compensated according to the HRM kilometer rate.

ARTICLE 47 - GENERAL

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

47.02 The employee shall notify the Employer of receipt of Canada Pension Plan benefits and the type of benefit received.

47.03 Any employee who requires a license, driver's or otherwise, in order to perform his/her regular position, who is given or imposed any suspension, revocation, cancellation, warning, conviction or restriction, within the Province of Nova Scotia, or a reciprocating Province, impacting said license/s, which is effective presently or at a future date, must immediately inform the Employer.

- 47.04** Any employee who requires a driver's license in order to perform his/her regular position shall, sign such authorization form/s as required by the Employer annually to permit it to obtain driver's abstracts from the Registry of Motor Vehicles. In lieu of this authorization, the employee shall provide to the Employer annually, by April 30th of each year, a current copy of their Driver's Abstract. The Employer will reimburse the employee for the cost of the abstract.
- 47.05** In the event of a salary overpayment, or any salary advance to an employee, including those for On the Job Injuries, the Employer may recover said overpayment or advance. This may be through a lump sum payment or payroll deductions, depending on which option the affected member chooses. The Employer will inform the Union and the employee of the balance owing, and will provide a spreadsheet itemizing all applicable deductions. A repayment schedule will be jointly agreed to between the parties in advance of commencing any payroll deductions. If an employee has not paid back the amount owing by the date she/he ceases employment with HRM, the Employer will deduct the value outstanding from any monies owed to the employee, other than pension. The Union, as sole bargaining agent, may act on behalf of any member to settle a dispute regarding any overpayment or salary advance under this article.
- 47.06** Any employee required to maintain a special license/certification as part of their employment shall be reimbursed by the employer for any expenses related to the maintenance of said license/certification including the initial/renewal fee (limited to the difference between a Class 5 driver's license and the employee's license), medical exam, eye exam and/or road testing fees.
- 47.07** Employees of the Mechanical Division will not be required to supply their own tools.

ARTICLE 48 - LEGAL PROCEEDINGS

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

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

ARTICLE 49 - LEGISLATION COURT ACTION

- 49.01** 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 50 - LEGAL AID AND PROTECTION

- 50.01** The Employer shall provide, at no cost to the employee and/or group of employees, defence and Counsel chosen by the Employer whenever any non-criminal proceeding (e.g. Civil, Magisterial inquiry, coroner's inquest, etc.) is brought against and/or involving the employee and/or group of employees as a result of the employee(s) performance or purported performance of his/her/their duties. This obligation on the Employer shall continue until the matter is settled or finally resolved by the judicial process. The Employer shall have the right to settle civil proceedings at any stage, however, such settlement shall be at no cost to the employee. Should the Employer settle, it shall be done in such a manner as to have no adverse effect on the employee(s).
- 50.02** If the proceedings involved results in an award of damages, then the Employer shall indemnify the employee and/or group of employees from all damages and costs relating to such damage award and hereby waives any claim that it may have against the employee(s) in such circumstances.
- 50.03** Each employee shall have the right to retain an additional Counsel of his/her own choice at his/her own expense.

- 50.04** When an employee, while operating a vehicle on behalf of the Employer is involved in a collision or accident, the employee shall be entitled to receive his/her normal compensation during the time the collision or accident is being investigated.
- 50.05** It is expressly understood that this article does not apply to any procedure involving discipline, grievance, arbitration or any proceedings arising therefrom.
- 50.06** The Employer agrees to provide no less than the existing Liability Insurance Coverage for any member of the bargaining unit.

ARTICLE 51 - NO STRIKE OR LOCKOUT

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

ARTICLE 52 - DURATION & TERM

- 52.01** This Agreement and all of its provisions shall be deemed to have come into full force and effect on June 1, 2016 and shall continue in full force and effect until the 31st day of May, 2021 and thereafter from year to year unless either the Employer or the Union shall give notice to the other as herein provided, it desires that this Agreement shall be revised, modified, amended, or terminated or that the terms and conditions of a new agreement be negotiated to replace this Agreement.
- 52.02.1** Such notice to be effective must be in writing and served in the following manner:
- 52.02.2** If given by the Employer it must be served either by personal service or registered mail, upon the President or Secretary of the Union.
- 52.02.3** If given by the Union, it must be served either by personal service or registered mail, upon the Employer.
- 52.02.4** It must be served upon the President or Secretary of the Union, or upon the Employer, whichever is applicable, ninety (90) days prior to the expiration of this Collective Agreement.

52.03 Failure to serve such notice in the aforementioned manner shall cause the Collective Agreement to remain in force year by year until notice is given.

ARTICLE 53 - BENEFIT & BINDING

53.01 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 54 - COPIES OF AGREEMENT

54.01 The Employer agrees to have printed in booklet form sufficient copies of this Collective Agreement for distribution to all employees and Management personnel, at the expense of the Employer (within 120 days of signing). The Union agrees to deliver the necessary copies to their members.

Memorandum Of Understanding - Overtime Call Out Procedure

When booking required overtime in advance, all members will be contacted regardless of where they reside.

On the morning of the required overtime, those people who can guarantee arrival at the required work location within ninety (90) minutes of receiving the call, will be given the overtime. All overtime will be in accordance with Article 10 of the Collective Agreement. All personnel will be credited hours if they cannot attend, regardless of where they reside.

To be eligible to work the required overtime an employee must be qualified to do the work required by the position.

Notwithstanding Article 44.05, employees may work in a higher classification in accordance with the following:

- 1) A firefighter on the Acting Captain's qualified list may accept overtime as a Captain.
- 2) A Captain on the Platoon Captain's qualified list may accept overtime as a Platoon Captain.

If the required overtime is on Platoons A, B, C, or D, it will be offered to the eligible employees in the following sequence:

- 1) Employees on the opposite Platoon, including those on vacation.
- 2) Employees on E Platoon, including those on vacation provided that the employee is able to work the entire shift. (i.e. they are not on duty at 07:00 the next day)
- 3) Employees on the remaining platoons, including those on vacation, will be offered a split shift.

If the required overtime is on Platoon E, it will be offered to eligible employees in the following sequence:

- 1) Eligible E Platoon employees on a day off or vacation.
- 2) Eligible employees on the opposite Platoon, A, B, C, or D, including those on vacation.
- 3) Eligible employees on the non-opposite Platoon, A, B, C, or D, including those on vacation.

The overtime lists will show the number of hours credited to each employee. The employee with the lowest total hours will be offered the required overtime first, and continue down the list until the position is filled. No employee will be credited more than 24 hours for a 24 hour period.

Employees will be credited with hours when they:

- 1) Are offered overtime and accept it.
- 2) Are offered overtime and decline it.
- 3) Are offered overtime and they can't report within 90 minutes
- 4) Are called and offered overtime, but could not be personally contacted.

Employees will not be credited hours for any of the following:

- 1) Unavailable due to an approved shift exchange.
- 2) Unavailable due to attending approved training.
- 3) Unavailable due to approved Union or committee business.
- 4) The employee has previously had their name removed from the list. An employee on Platoon A, B, C, or D may remove his/her name from the list once per calendar year for up to seven (7) shifts and not between December 22 and January 1 inclusive. An employee on Platoon E may remove his/her name from the list once per calendar year for up to twenty-eight (28) calendar days and not between December 22 and January 1 inclusive.
- 5) Employee who is on sick leave and has not returned back to work.
- 6) If an employee has declined a previous offer of the same overtime.

Emergency Overtime Call Outs

- 1) Both the Union and Management agree that in order to effectively mitigate emergency situations, emergency overtime as outlined in Article 10 will be mandatory.
- 2) Emergency overtime will be offered by using the Employer's mass notification system, starting with the opposite Platoon, or available E Platoon members.
- 3) Emergency overtime hours worked shall not be charged to the regular overtime list.

If after adhering to the parameters of Article 44.05 and this MOU and exhausting those avenues and management determines that additional Officers are still required, Management will attempt to fill remaining vacancies with qualified available employee(s).

Starting rate October 1, 2015	
Inventory/Equipment Tech	\$77,707.94
BA Tech	\$77,707.94
Stores Person	\$69,073.73
Maintenance Tech	\$77,707.94
Mechanic	\$77,707.94
Mechanic / EVT I	\$79,434.79
Mechanic / EVT II	\$81,161.63
Mechanic / EVT Master	\$84,615.32
Leadhand Mechanic	\$100,156.91
Shop Tech / Driver	\$60,439.51
Communications Tech	\$77,707.94

will continue to receive the salary effective October 1, 2015 and shall be adjusted as follows:

October 1, 2016 – a 2.75% increase

October 1, 2017 – a 2.75% increase

October 1, 2018 – a 2.75% increase

October 1, 2019 – a 2.75% increase

October 1, 2020 – the percentage increase of a Firefighter 1 less 1.04% (under no circumstances shall the salary effective October 1, 2020 be less than the salary effective October 1, 2019).

APPENDIX A2 - SALARY DEFINITIONS

- Level 4,3,2,1 Captains: Level 4 Captains shall be classified as probationary Officers for a period of twelve months from the date of promotion.
- Advancements from Captain Level 4 to Captain Level 1 will move forward to the next level on the anniversary of their promotional date.
- Platoon/ Divisional Captains: Will be considered in their probationary year for a period of twelve months from the date of promotion.
- Level 2 Officers Training/Fire Prevention: Shall be classified as probationary Officers for a period of twelve months from the date of promotion.
- Level 1 Officers Training/Fire Prevention: Those Officers who have successfully completed their probationary period.

APPENDIX A3 - WAGES

Date	Salary of Firefighter 1
October 1, 2016	95% of First Class Constable in the Halifax Regional Police for Firefighter 1.
October 1, 2017	95% of First Class Constable in the Halifax Regional Police for Firefighter 1.
October 1, 2018	95% of First Class Constable in the Halifax Regional Police for Firefighter 1.
October 1, 2019	96% of First Class Constable in the Halifax Regional Police for Firefighter 1.
October 1, 2020	97% of First Class Constable in the Halifax Regional Police for Firefighter 1.

APPENDIX B - DEFERRED SALARY LEAVE PLAN CONTRACT

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

1 Enrollment Date

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

2 Year of Leave

I shall take my leave of absence from _____ to _____

3 Financial Arrangements

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

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

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

Employees Present Position: _____

Witness: _____ **Date:** _____

APPENDIX C - CLOTHING

Clothing and Equipment shall be issued on an as required basis as follows: FEI: Fire and Explosion Investigation

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

Photo ID	1	1	1	1
Winter Toque	1	1	1	1
Winter Boots				1

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

APPENDIX D - Training Time Off Chart

Table 1 - Platoons A, B, C & D - Four Day Course

	Reg	Trn	Reg	Trn	Reg	Trn	Reg	Trn
Sun	24	0						
Mon		8	24	8		8		8
Tues		8		8	24	8		8
Wed		8		8		8	24	8
Thur	24	8/16 report to		8		8		8
Fri			24	24 report to shift				
Sat					24	24 report to shift		
Total	48	48	48	56	48	56	24	32
Credit		0		-8		-8		-8

Table 2 - Platoons A, B, C & D - One Week Course

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

Note: - Negative values are to be added to the individuals TOIL Bank.
 + Positive values will be granted as time off during the training event.52

Table 3 - Platoons A, B, C & D - Two Week Course

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

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

Table 4 - Platoons A, B, C & D - Three Week Course

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

APPENDIX “E” - Vacation Selection

Members working on Platoons A, B, C and/or D, shall select four (4) shifts at a time, starting with the senior member and continuing down the seniority list to the next senior member, until each member has chosen their entire allotment of vacation leave. The first selection for every member must be chosen as four (4) consecutive shifts in blocks as defined by the vacation selection committee. Subsequent vacation selections will be chosen four (4) shifts at a time, in descending order of seniority, from any day which meets criteria concerning numbers of personnel allowed off on vacation leave. This process shall continue until a member has chosen their entire allotment of vacation leave.

E platoon members shall select vacation, starting with the senior member and continuing down the seniority list to the next senior member, until each member has chosen their entire compliment of vacation leave. The first selection for every member must be chosen as eight (8) consecutive shifts, in blocks as defined by the vacation selection committee. Subsequent vacation selections may be chosen from any day which meets criteria concerning numbers of personnel allowed off on vacation. Subsequent vacation selections will be chosen up to eight (8) shifts at a time, in descending order of seniority, from any day which meets criteria concerning numbers of personnel allowed off on vacation until each member has chosen their entire allotment of vacation.

Schedule A - VACATION ENTITLEMENT
Operational Employees Who Work a Continuous Shift Rotation
 (Values are represented in hours)

Date of Hire	Calendar Year	Calendar Year	Calendar Year	Calendar Year	Calendar Year
1992 and Previous	264	264	264	264	264
1993	240	264	264	264	264
1994	240	240	264	264	264
1995	240	240	240	264	264
1996	240	240	240	240	264
1997	240	240	240	240	240
1998	216	240	240	240	240
1999	216	216	240	240	240
2000	216	216	216	240	240
2001	216	216	216	216	240
2002	216	216	216	216	216
2003	192	216	216	216	216
2004	192	192	216	216	216
2005	192	192	192	216	216
2006	192	192	192	192	216
2007	192	192	192	192	192
2008	120	192	192	192	192
2009	120	120	192	192	192
2010	120	120	120	192	192

Date of Hire	Calendar Year	Calendar Year	Calendar Year	Calendar Year	Calendar Year
2011	120	120	120	120	192
2012	120	120	120	120	120
2013	48	120	120	120	120
2014	48	48	120	120	120
2015	48	48	48	120	120
2016	48	48	48	48	120
2017	4% in lieu	48	48	48	48
2018	n/a	4% in lieu	48	48	48
2019	n/a	n/a	4% in lieu	48	48
2020	n/a	n/a	n/a	4% in lieu	48
2021	n/a	n/a	n/a	n/a	4% in lieu

Schedule B - VACATION ENTITLEMENT
Operational Employees Who Work Day Work
(Values are represented in hours)

Date of Hire	Calendar Year 2017	Calendar Year 2018	Calendar Year 2019	Calendar Year 2020	Calendar Year 2021
1992 and Previous	252	252	252	252	252
1993	210	252	252	252	252
1994	210	210	252	252	252
1995	210	210	210	252	252
1996	210	210	210	210	252
1997	210	210	210	210	210
1998	210	210	210	210	210
1999	201.6	210	210	210	210
2000	193.2	201.6	210	210	210
2001	184.8	193.2	201.6	210	210
2002	176.4	184.8	193.2	201.6	210
2003	168	176.4	184.8	193.2	201.6
2004	168	168	176.4	184.8	193.2
2005	168	168	168	176.4	184.8
2006	168	168	168	168	176.4
2007	168	168	168	168	168
2008	126	168	168	168	168
2009	126	126	168	168	168
2010	126	126	126	168	168

Date of Hire	Calendar Year 2017	Calendar Year 2018	Calendar Year 2019	Calendar Year 2020	Calendar Year 2021
2011	126	126	126	126	168
2012	126	126	126	126	126
2013	84	126	126	126	126
2014	84	84	126	126	126
2015	84	84	84	126	126
2016	84	84	84	84	126
2017	4% in lieu	84	84	84	84
2018	n/a	4% in lieu	84	84	84
2019	n/a	n/a	4% in lieu	84	84
2020	n/a	n/a	n/a	4% in lieu	84
2021	n/a	n/a	n/a	n/a	4% in lieu

Schedule C - VACATION ENTITLEMENT
Non-Operational Employees
(Values are represented in hours)

Date of Hire	Calendar Year	Calendar Year	Calendar Year	Calendar Year	Calendar Year
1992 and Previous	240	240	240	240	240
1993	200	240	240	240	240
1994	200	200	240	240	240
1995	200	200	200	240	240
1996	200	200	200	200	240
1997	200	200	200	200	200
1998	200	200	200	200	200
1999	192	200	200	200	200
2000	184	192	200	200	200
2001	176	184	192	200	200
2002	168	176	184	192	200
2003	160	168	176	184	192
2004	160	160	168	176	184
2005	160	160	160	168	176
2006	160	160	160	160	168
2007	160	160	160	160	160
2008	120	160	160	160	160
2009	120	120	160	160	160
2010	120	120	120	160	160
2011	120	120	120	120	160
2012	120	120	120	120	120
2013	80	120	120	120	120
2014	80	80	120	120	120
2015	80	80	80	120	120
2016	80	80	80	80	120
2017	4% in lieu	80	80	80	80

Date of Hire	Calendar Year	Calendar Year	Calendar Year	Calendar Year	Calendar Year
2018	n/a	4% in lieu	80	80	80
2019	n/a	n/a	4% in lieu	80	80
2020	n/a	n/a	n/a	4% in lieu	80
2021	n/a	n/a	n/a	n/a	4% in lieu

**Note- Logistics & Mechanical staff receive 120 hours in all instances where 80 hours are listed in the above table*

AUTHORIZATION

IN WITNESS WHEREOF the Halifax Regional Municipality has here unto caused its Corporate seal to be affixed under the hands of its duly authorized Officers and the Union has caused this instrument to be executed by its Proper Officers hereunto authorized, the day and year written below.

SIGNED, SEALED AND DELIVERED in the presence
of

HALIFAX REGIONAL MUNICIPALITY

Ken Benoit
WITNESS

PER Mike Savage
MAYOR Mike Savage

Sena Closs
WITNESS

PER Shemyle Murphy
Municipal Clerk

Phil McElroy
WITNESS

HALIFAX PROFESSIONAL FIREFIGHTERS,
LOCAL 268 INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

PER Brandon Hooper

PER DB

SIGNED THIS 19th DAY OF December, 2017

*Note – The Parties have agreed to make a correction to Article 29.01.10 – Pregnancy Leave Allowance by adding the first sentence of Article 29.01.10(ii)(1) by way of an Amending Agreement signed on June 13, 2018.

LETTER OF AGREEMENT

RE: Article 32.01 - Health and Insurance Benefits

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

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

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