



AGREEMENT BETWEEN

THE CORPORATION OF THE CITY OF NELSON

In the Province of British Columbia
(hereinafter called "the City")

OF THE FIRST PART

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS **LOCAL 1343**

(hereinafter called "the Association")

OF THE SECOND PART

Effective January 1, 2020 to June 30, 2025

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PREAMBLE

This Agreement constitutes the wages and working conditions for the employees in respect of whom the Association is certified.

DEFINITIONS

Where ever the words "**Fire Chief**" are used in this Agreement, the same shall be deemed to mean and include, in the case of his absence or inability to act at the time, the Deputy Fire Chief, the Acting Fire Chief.

"**Day**" shall mean calendar day unless otherwise stated.

ARTICLE I – RECOGNITION OF THE UNION

1.01 Union Security

Every employee hired by the City under schedule “A” to this agreement, shall immediately apply to become a member of the Association as a condition of employment and maintain their membership in the Association as a condition of their employment.

1.02 Union Dues

The City shall during the life of this Agreement deduct as a condition of each employee's continued employment, a sum equivalent to dues as set by the Association and remit the said deductions to the Financial Secretary of the Association.

As a condition of continued employment, each employee shall complete and sign and provide to the Employer an authorization form provided for the regular deduction of Union dues and initiation fees.

1.03 Managerial Exclusions

The Association is the duly certified bargaining agent for those employees of the City employed as Fire Department personnel, save and except the following positions and classifications:

- Fire Chief
- Deputy Fire Chief
- Executive Assistant
- Wildfire Resiliency Program Coordinator (FireSmart)
- Auxiliary Firefighters

The parties agree that the Emergency Management programs are outside of the Association including any employees working in these or similar programs.

1.04 No Strikes or Lock-Outs

During the currency of this Agreement, the City shall not cause or direct any lock-out of employees covered by this agreement and neither the Association nor any employee shall authorize or in any way encourage or participate in any strike, walkout, suspension of work or slow-down on the part of any employee or group of employees, covered by this agreement.

1.05 Operation of Vehicles and Equipment

- (a) It is agreed that the permanent full-time staff of the Nelson Fire Department will have exclusive driving and operating rights of the City of Nelson Firefighting Vehicles. **PROVIDED HOWEVER**, that an auxiliary member familiar with the operation of such vehicles may be required to operate such vehicles in the event that a full-time paid Firefighter is not available. This clause does not apply to the Chief's or Deputy Chief's vehicles.
- (b) The Fire Chief may only operate firefighting vehicles at emergency scenes and only in the event a paid full-time firefighter is not available.

1.06 Work Belonging to the Association

The Association shall be recognized as the sole providers of the following works and services within the job classifications covered under this agreement:

1. Fire Suppression
2. Fire Prevention
3. Fire Training and Education
4. Fire Dispatch
5. Rescue (land and water)
6. Ambulance Operation
7. Any other work or service agreed to by both parties including snow removal janitorial and minor maintenance on the Fire Hall property.

Before any existing work belonging to the Association is contracted out, the City will consult with the Union within a reasonable period of time in advance of the date on which the contracting out of the work will occur and will give consideration to the alternatives the Union may propose.

The City shall not layoff any employee covered by this agreement as a direct result of the City contracting out any of its present work or services, provided that this is not to be construed as interpreting the provisions of the Auxiliary/Paid-On-Call Service presently employed by the City as contracting out work or service.

The parties agree that FireSmart assessments are part of the duties of the Association notwithstanding, the Association agrees that if a firefighter is unable to attend a pre-scheduled FireSmart assessment or function due to an emergency call, then a non-unionized employee working within the FireSmart program can perform the assessment in their absence.

ARTICLE II – MANAGEMENT'S RIGHTS

- 2.01 The City reserves the right to operate and manage its business and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
- 2.02 (a) Nothing in this Agreement shall be interpreted as interfering in any way with the City's rights to extend, limit, vary, curtail or shut-down its operations or any part thereof, when, in its sole discretion, the City may consider it advisable to do so. The City shall have the exclusive right to retire any employee at the age of sixty (60) years.
- (b) The maximum retirement age for every employee of the Fire Department, without exception, shall be sixty (60). Every employee of the Fire Department without exception, shall be required to retire from employment effective the end of the calendar month in which they reach their sixtieth birthday.

The early Retirement Allowance plan is to be at the employer's sole discretion and will be used with payments paid directly to the employee or to the employee's RRSP in a lump sum as follows:

Age 50 and prior to age 55	seven (7) month's salary
Age 55 and prior to age 56	five and one-half (5.5) month's salary
Age 56 and prior to age 57	four and one-half (4.5) month's salary
Age 57 and prior to age 58	three and one-half (3.5) month's salary
Age 58 and prior to age 59	two and one-half (2.5) month's salary

ARTICLE III – GRIEVANCE PROCEDURE

Section 1 - Discussion of Differences

- 3.01 Properly qualified representatives of the Union shall be recognized by the City and shall be entitled to act in the processing of any grievance under this Agreement.

Section 2 - Grievance Procedure

- 3.02 In the event of any difference arising between the persons bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, it shall be dealt with in the following manner without stoppage of work.

Step I

Any grievance shall, in the first instance, be taken up with the Fire Chief, giving full particulars in writing, within seven (7) calendar days of the Union being made aware of the grievance. In any case where an employee is prevented from submitting a grievance within the time limit set forth as a result of any authorized leave of absence, the said time limit shall be extended in order to provide the Union with seven (7) calendar days exclusive of the period of absence in order to submit the grievance.

Step II

If the alleged grievance is not resolved in writing by the Fire Chief within seven (7) calendar days, the matter shall be referred to the Manager of Human Resources, who shall meet with the Union for the purpose of hearing evidence to resolve the grievance within seven (7) calendar days of the date of the Fire Chief's letter.

Step III

Should the grievance not be settled at Step II within seven (7) calendar days after receipt of the grievance, the grieving party may submit the grievance to the City Manager.

Step IV

Should the grievance not be settled at Step III within nine (9) calendar days after receipt of the grievance, the grieving party may submit the grievance to a Board of Arbitration within nine (9) calendar days of written receipt of the Step III decision.

- 3.03 Policy Grievance

Either party may submit a policy grievance concerning the general application and interpretation of the Collective Agreement. Such grievances shall be commenced at Step II.

- 3.04 The time limits shall be extended only by mutual agreement of the parties.

ARTICLE IV – ARBITRATION

- 4.01 A grievance may be submitted to arbitration by the grieving party, by giving notice to the other Party to this effect. This Notice must be given within fourteen (14) days of the end of the period for the previous step IV (3.02 Article III Grievance Procedure).
- 4.02 The arbitration shall be conducted by a Board of Arbitration unless the parties agree, within five (5) days of the Notice being received, to have the arbitration conducted by a single arbitrator.
- 4.03 A Board of Arbitration shall consist of three persons, one to be chosen by each party, the third, who shall be the Chairperson, to be selected by the two so appointed. The representative of the parties concerned must meet within ten (10) days of appointment and are allowed a further seven (7) days to agree upon a Chairperson. If they fail to agree upon a Chairperson, either party may apply to the Director of the Collective Agreement Arbitration Bureau to appoint a Chairperson. Each party shall bear the fees and expenses of their own nominee and shall pay one half (1/2) of the fees and expenses of the Chair Person.
- 4.04 If a single arbitrator is to conduct the arbitration, the single arbitrator shall be selected by the two parties. If they fail to agree upon an arbitrator within seven (7) days of the submission, either party may apply to the Director of the Collective Agreement Arbitration Bureau to appoint one. Each party shall bear one-half of the fees and expenses of the arbitrator.
- 4.05 The Arbitration Board or single arbitrator shall have the power to dispose of the grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. The decision of the Board or the Arbitrator shall be final and binding on both parties.

ARTICLE V – SENIORITY & WORKING CONDITIONS

5.01 Seniority

(a) Definitions of Seniority

"Seniority" shall mean the length of service as an employee and a member of the bargaining unit.

"Seniority Date" An employee's seniority date shall be the hiring date and shall be reflected in the seniority list.

(b) Loss of Seniority

Any employee who is appointed to a position with the City not covered by this Collective Agreement shall lose all accumulated seniority as defined above, after one (1) year of such appointment.

An employee on secondment shall retain and continue to accumulate seniority.

Section 1 - Probationary Period

5.02 Newly hired employees shall be considered on probation for a period of two thousand, one hundred, and eighty-four (2184) hours of regularly scheduled shifts, excluding call-ins, to determine the competency and suitability for the position and for service with the employer, as judged by the employer. The employee may be terminated at any time during the probationary period without notice at the discretion of the employer.

Newly hired employees shall be considered Recruit Firefighters for a period of one thousand and ninety-two (1092) hours of work excluding call-ins, from the date of hiring, at which time they will complete their recruit exam. Upon successful completion of the recruit exam, the firefighter will advance to 4th class.

Section 2 - Promotions, Discipline, Discharges

5.03 The City shall have the right to determine the occupational classifications in which any employee, including a new employee, is employed, and the right to promote, demote, suspend, and to lay off employees either temporarily or permanently and the right to discipline or discharge employees for cause, SUBJECT HOWEVER, to ability, efficiency and fitness for the particular work, seniority shall be the governing factor in promotions, demotions, transfers and layoffs as well as in the case of recall during the period of one (1) year following a lay-off.

5.04 Promotions

Where a vacancy occurs above the rank of 1st Class Firefighter, such vacancy shall be filled by appointing the applicant with the most seniority, subject to the following:

- (a) Any promotion under this Article shall be on a six (6) month probation period and the employee shall be subject to evaluation during the probation period to determine ability, efficiency, and fitness for the duties involved. The evaluation of such employee shall be in accordance with the "Guide for Evaluation of Captains" as mutually agreed upon by the parties hereto, where such Guide applies to those areas of responsibility of the employee concerned.

An employee who fails to prove satisfactory during the probationary period shall be returned to his former rank or position without loss of seniority.

- (b) Any vacancies shall be posted as follows: Notice of vacant position will be posted on Department Bulletin Board for a period of fifteen (15) days. Notice of vacant position will be given to Union executive in writing.
- (c) Applications must be submitted in writing to the Fire Chief.
- (d) All future promotions to the position of Captain shall require the successful completion of the NFPA 1021 Fire Officer 2.

5.05 Disciplinary Notation

All letters of warning, criticism and reprimand will be removed from employee's file after 18 months provided no further infractions have occurred within this period. All letters relating to suspensions will be removed after five years if no further infractions have occurred within this period.

5.06 Personnel file

All employees covered by this Agreement shall have access to their personnel file upon request.

5.07 Dismissal

An employee, other than a Probationary Firefighter, if they shall be found to be unfit to perform the services ordinarily to be performed by an employee in their position, may be dismissed by the City upon one (1) months' notice or upon payment of one (1) month's wages in lieu thereof.

Section 3 - Classifications

- 5.08 The employer shall prepare Classification Specifications for all classifications within the bargaining unit. If a new classification is established, or a substantial change is made to an existing specification, the rate of pay will be established by the employer and immediately communicated to the Union. Vacancies in the new or altered classification shall be posted on the Bulletin Board in the Fire Hall before such vacancy is filled. Employees presently employed and who apply in response to such posting shall be given full consideration before external applicants are employed.

If the Union objects to the employer in writing to the rate within thirty (30) days, the parties will negotiate the rate and if agreement cannot be reached within thirty (30) days the rate will be arbitrated in accord with the Article in this Agreement on arbitration except that a single arbitrator will be used.

Section 4 - Layoff

- 5.09 Where a reduction of the work force is necessary, any employee about to be laid off may elect to accept termination compensation calculated as one (1) week's salary for every year of continuous service with the Nelson Fire Department, to a maximum of twelve (12) weeks salary. Where an employee elects to take termination compensation under this Article, the City shall have no further obligations to such employee under this agreement.

ARTICLE VI - HOURS OF WORK

- 6.01 The Parties hereto hereby agree that, instead of being on duty for a maximum of ninety-six (96) hours in every period of fourteen (14) days as permitted under the NO. 2 System contained in the *Fire Department Act (RSBC 1996)*, employees shall be required to be on duty for an average of forty-two (42) hours in each seven (7) days over a period of fifty-six (56) days. Hours of work for employees shall be two (2) consecutive ten (10) hour day shifts followed by two (2) consecutive fourteen (14) hour night shifts, as heretofore scheduled by the Fire Chief.
- 6.02 Hours of work except as the same are hereby varied by the Parties hereto shall be in accordance with the provisions of No. 2 System as defined in Section 3 of the *Fire Department Act* (as at December 31, 1986), but employees shall at all other times be subject nevertheless to the provisions of Section 8 of the said Act.
- 6.03 The Fire Prevention Officer works the following hours unless the Fire Chief and the Fire Prevention Officer have mutually agreed to change the hours of work.
- | | |
|---------------------|-----------------------|
| Monday to Thursday: | 0800 to 1800 hours or |
| Tuesday to Friday: | 0800 to 1800 hours |
- 6.04 Whenever an employee not being on duty responds to an emergency call out, or is called out for Court duty, providing it is from causes arising out of their employment, such employee shall be entitled to pay at time and one half (1 1/2) their hourly rate of pay for a minimum of three hours and double time (2X) thereafter. All emergency call-out time, court duty call-out time and training practice call out time shall be paid in one half (1/2) hour increments.
- 6.05 An employee who is required to work overtime in excess of fifteen (15) minutes immediately following the completion of their regular working shift and/or working on their regular day off, shall be paid time and one half (1 1/2) their regular hourly rate of pay, computed on the basis of their regular working hours.
- 6.06 The City agrees to give preference to Union employees where call outs are necessary for emergency situations; however, the City reserves the right to use non-union Fire Department personnel where union employees are not immediately available.
- 6.07 An employee who is on call at a time or times other than their regular work hours, shall be paid the sum of one (1) hour's pay at time and one half (1 1/2) their regular rate of pay for each shift on call, or three (3) hours pay at time and one half (1 1/2) their regular rate of pay for each shift on call occurring on a Statutory Holiday.

ARTICLE VII - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

Section 1 - Statutory Holidays

- 7.01 All employees covered by this Agreement and engaged in a type of work to be performed continuously and on every day including Statutory Holidays through the year shall receive, in each Calendar Year, in Lieu of thirteen (13) Statutory Holidays, thirteen (13) duty shifts plus other new days declared by the Federal, Provincial or Local Government.
- 7.02 (a) All work performed on Christmas Day and New Year's Day shall be compensated for at time and one-half (1½) the employee's standard hourly rate of pay.
- For the purposes of this Clause, Christmas Day and New Year's Day shall be from 0001 hours to 2359 hours.
- (b) All call out or overtime worked on Christmas Day and New Year's Day shall be compensated for at triple time (3X) the employee's standard hourly rate of pay.

Section 2 - Annual Vacation

- 7.03 Every permanent employee shall be entitled to an annual vacation with pay as follows:
- After the completion of one (1) year of continuous service - eight (8) duty shifts.
 - After the completion of three (3) years of continuous service - twelve (12) duty shifts.
 - After the completion of ten (10) years of continuous service - sixteen (16) duty shifts.
 - After the completion of twenty (20) years of continuous service - twenty (20) duty shifts.
 - After the completion of thirty (30) years of continuous service - twenty-four (24) duty shifts.
- 7.04 Schedules for statutory holidays and annual vacations will be initially prepared by the Union, using guidelines established by the Fire Chief following consultations with the Union. The schedules will be implemented upon approval of the Fire Chief.

Shift assignments for the next year will be provided by the Chief no later than November 1st, of the preceding year.

ARTICLE VIII - LEAVE OF ABSENCE

Section 1 - Union Leave

8.01 Representatives of the Union shall be granted leave of absence to attend to Union business, only when such Union business is with the City or its representatives. When any suitable relief is required, such relief shall be arranged by the Fire Chief and shall be compensated by time off in lieu to a maximum of four (4) accumulated days in any calendar year. Where an employee required for relief has already accumulated a maximum of four (4) days, any additional relief shall be compensated by payment to the employee at their regular rate of pay.

Any time off accumulated shall be taken at a mutually agreeable time and any outstanding accumulated time off not taken on or before December 31st in the year in which such time off is accumulated and earned shall be paid out.

8.02 Representatives of the Union shall be granted leave of absence without loss of pay to attend to Union business other than with the employer, by providing twenty-four (24) hours' notice in writing to the Fire Chief. Any suitable relief required under this Clause shall be arranged by the Union at no cost to the City.

8.03 For the purpose of Clauses 8.01 and 8.02 of this Article, there shall be no less than two (2) members on shift at any time.

Section 2 - Jury/Court Duty Leave

8.04 Whenever an employee not being on duty is called out, or is called out for Court duty, providing it is from causes arising out of their employment, such employees shall be entitled to pay at time and one-half (1 1/2) their hourly rate for a minimum of three (3) hours.

(a) Employees who are subpoenaed by the Crown for jury duty shall continue to receive their regular wages and must return any monies received from the Crown for all duty shifts employees would have normally scheduled to work. Employees must return to their scheduled duty shift twelve hours after the jury duties have been completed. Twelve hours rest period shall not apply if an employee was called and after the interview was released from further jury duty.

(b) Court Duty While on Vacation

If an employee is required to attend court duty while on vacation, the duty shift spent on court duty shall be rescheduled by the Fire Chief as vacation at a later time as mutually agreed.

Section 3 - Compassionate Leave

8.05 A member will be granted three (3) calendar days' leave without loss of salary in the case of death of a parent, wife, husband, brother, sister, child, brother-in-law, sister-in-law, grandparent, mother-in-law, or father-in-law provided that the employee attends the funeral and provided that such three (3) calendar days required fall within the member's regular work shift schedule.

Where such death occurs outside the boundaries of Central Kootenay Regional District, one additional travel day shall be granted to the employee, if the employee attends the funeral.

8.06 Pall Bearer Leave

One-half (1/2) day leave with pay shall be granted an employee to attend a funeral as a pall bearer.

Section 4 - Maternity/Parental Leave

8.07 Length of Leave

(a) Maternity Leave

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave. In addition, the member is entitled to up to sixty-one (61) consecutive weeks of parental leave, without pay. The parental leave must immediately follow the maternity leave.

In the event the birthing parent dies or is totally disabled, a member who is the parent of the child shall be entitled to both maternity and parental leave without pay.

(b) Parental Leave

A member who is the non-birth parent, including the adoptive parent shall be entitled to parental leave without pay as set out in the Employment Standards Act. The member shall take the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the member.

(c) Maximum Allowable Leave

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be seventy-eight (78) continuous weeks pursuant to the Employment Standards Act of BC. In the event this is extended under the Employment Standards Act, the maximum leave will be adjusted accordingly.

8.08 Notice Requirements and Commencement of Leave

- (a) A member who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (b) A member shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the member shall provide as much notice as possible).
- (c) A member on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the member intends to return to work.
- (d) A member who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the member is able to return to work.
- (e) Where a pregnant member gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of the birth.

8.09 Return to Work

On resuming employment, a member shall be reinstated to their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (8.11) herein, and vacation entitlement (but not for statutory holidays or sick leave), maternity and parental leave shall be counted as service. Vacation time off work shall be granted in accordance with the duration of the leave. However, an employee will only earn paid vacation time off work for the seventeen (17) weeks of maternity leave; the vacation time off work earned for the parental leave portion will be vacation time without pay. An employee may elect not to take that portion of vacation which is unpaid.

8.10 Sick Leave

- (a) A member on parental leave shall not be entitled to sick leave or the accrual of sick leave time credits during the period of leave. A member on maternity leave will not be entitled to sick leave but will accrue sick leave time credits during the period of maternity leave.
- (b) Notwithstanding (8.08), a member on parental leave who has notified the Employer of their intention to return to work pursuant to (8.08)(d) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy shall be entitled to sick leave benefits commencing on the first day on which the member would otherwise have returned to work. If a member intends to return to work at a time that is earlier than the originally requested leave period, the City has the right to deny this request if the member is not fit for duty. In this case, the member will not be eligible for sick leave until the end of the original leave period.

8.11 Benefits

- (a) Dental, EHB and Group Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity leave. Provided that an employee makes arrangements prior to the leave, these benefits can be extended to include the parental leave period subject to the employee paying both the employer and employee share of these benefits during the parental leave period. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (b) Pension contributions will cease during the period of leave unless the member makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Municipal Pension Plan.

8.12 Supplemental Employment Insurance Benefit Plan

- (a) Pregnant mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive Supplemental EI Plan payments.
- (b) Subject to the approval of the Employment Insurance Commission non-birthing parents who, due to the death or total disability of the birthing parent, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive Supplemental Employment Insurance Plan payments.

- (c) The Plan is intended to supplement the Employment Insurance benefits received by members while they are temporarily unable to work as a result of giving birth or as provided for in clause (b) above.
- (d) Under the plan, the employee will receive 90% of their gross regular salary during the maternity leave period (17 weeks) which includes the amount that is received from the Employment Insurance benefit plus any other earnings received by a member.
- (e) The Plan currently meets the requirements of Section 38 of the Employment Insurance Regulations specifically that when combined with a member's weekly Employment Insurance benefit the payment will not exceed the claimant's normal weekly earnings from employment and an employees accumulated sick leave credits will not be reduced. In the event the plan no longer meets the regulations, the parties will meet to adjust the language under this Article.
- (f) Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an employee is receiving benefits. Under this Supplemental EIB Plan the Employer does not guarantee any specific level of earnings but rather is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any payback arising from changes to or the application of the tax regulations.

8.13 Repayment

In the event the member leaves within two years of the return to work from a maternity leave the amount of the maternity leave top-up funded by the City will be fully repaid by the member prior to such departure from the City of Nelson.

ARTICLE IX - SICK LEAVE

9.01 Sick Leave Accumulation

Sick leave shall be granted to employees on the basis of sixteen (16) days annually if not used, shall accumulate to a maximum of one hundred and forty (140) working days. For the purposes of this Clause, "working day" shall mean any duty shift established under this Agreement and shall include a ten (10) hour shift or a fourteen (14) hour shift as the case may be.

9.02 Proof of Illness

An employee absent due to illness, may be required upon request of the Fire Chief to produce a certificate from a duly qualified medical practitioner for any illness, such certificate to state that the member is unable to carry out their duties due to illness.

9.03 Sick Leave Pay

Any time lost by an employee by reason of sickness, except as provided in Article 9.01 and Article 9.05 hereof, shall be deducted from their monthly wages based on the number of working days not worked multiplied by the employee's daily rate of pay.

9.04 Family Sick Leave

Employees may be allowed up to 24 hours or two duty shifts per year from the employee's sick leave bank accumulated under section 9.01 to care for a sick child, spouse, father or mother of the employee who is solely dependent on the employee for care at the time leave is requested. The clause is subject to replacement coverage for the employee's time being available at straight time.

9.05 Workers' Compensation

An employee prevented from performing their regular work with the City on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the *Compensation Act*, shall receive from the City the difference between the amount payable by the Workers' Compensation Board and their regular salary, and their accumulated sick leave will be debited by an amount equal to that proportion not covered by the Workers' Compensation.

Employees in receipt of WorkSafe Benefits will continue to accrue seniority and receive benefits under Article XI and the City will pay the premiums of the benefits accrued under Article XI. Employees will not accrue sick leave credits on WorkSafe benefits. Accrual of Municipal Pension Plan benefits shall be subject to the provisions of the *Public Sector Pension Plans Act*. Employees in receipt of WorkSafe benefits will accrue vacation credits on the first thirty (30) days of a WCB claim and then on the top-up portion only for claims in excess of thirty (30) days.

9.06 Sick Leave Payout

(a) Upon retirement, pursuant to the provisions of the Municipal Superannuation Act, all employees hired prior to January 1st, 1990 shall become eligible for and receive at the employee's current rate of pay, the following gratuity:

- After five (5) years' service with the City, twenty (20%) percent of their accumulated sick leave.
- Two percent (2%) per year thereafter to a maximum of one hundred and forty (140) working days.

(b) All employees hired after January 1st, 1990 shall, upon retirement pursuant to the provisions of the Municipal Superannuation Act, become eligible for and receive at the employee's current rate of pay, the following gratuity:

- After five (5) years' service with the City, twenty (20%) percent of their accumulated sick leave.
- One percent (1%) per year thereafter to a maximum of one hundred and forty (140) working days.

9.07 All employees shall be covered by the provisions of the *Public Sector Pension Plans Act* and an application shall be made to enroll them into Group 5 effective pay period 1, 2017. Such coverage shall be subject to the Municipal Pension Plan rules, as amended from time to time under the Municipal Pension Plan Joint Trust Agreement and pursuant to the authority of the *Public Sector Pensions Plans Act*.

9.08 When, as a result of an over contribution, a refund is payable to or on behalf of an employee under the Municipal Pension Plan, the amount contributed by the City on the employee's behalf and the amount contributed by the employee under this agreement shall be refunded to the employee.

9.09 Subject to the rules of the Superannuation Plan during the probationary period, a firefighter may request the City deduct both the employer and employee pension contributions that will be paid into the plan upon the successful completion of the probationary period. In the event the employee is unsuccessful in completing the probationary period, or quits, the monies so deducted will be refunded. Once this election is made, it remains in place for the entire probation period.

ARTICLE X - WAGES

10.01 The City agrees to pay wages as per Schedule "A" attached to and forming part of this Collective Agreement.

10.02 Rate of Pay in Relieving Positions

- (a) An employee covered by this Agreement who is assigned by the Fire Chief, the responsibility of a position or rank senior to that which they normally hold shall be paid at the rate for the senior position or rank, for time spent in the position or rank.
- (b) The Fire Chief may from time to time as necessary, appoint an Acting Fire Chief to act in their absence. Remuneration will be two (2) hours per duty shift at time and one-half (1½) the Captain's rate of pay.
- (c) Effective immediately, a Captain who is appointed to stand in as Acting Fire Chief for an extended period of time will be required to work the same hours and perform the same duties as the Fire Chief and will be paid at the Fire Chief's regular rate of pay for the hours worked.
- (d) The Acting Fire Chief will be required to be on call with no additional remuneration, PROVIDED HOWEVER, should the Acting Fire Chief be called out to a fire or other emergency, the rate of pay for such callout will be based on time and one-half (1½) the Captain's regular rate of pay for a minimum of three (3) hours.
- (e) For the purposes of this Section a shift shall constitute twenty-four (24) hours.
- (f) An employee required to relieve for the position of Captain and who has not successfully completed the Company Officer Course or the NFPA 1021 Standard Course shall be paid at the Lieutenant's rate of pay for time spent in the position or rank.

ARTICLE XI - BENEFITS AND HEALTH CARE PLANS

11.01 Participation

Employees, including retired employees, shall be entitled to participate in any Medical Services Plan offered by the City of Nelson, on the basis that the City will pay one hundred percent (100%) of the amount of any and all contributions, dues or fees provided to be paid in consideration of the services to be furnished to them or their dependents under the Plan, subject however, to the approval of the Carrier, and subject to any limitations, stipulations, conditions of employment or otherwise imposed or required by the said Carrier.

Participation in the plans mentioned under this Article, with the exception of BC Provincial Medical Services Plan coverage, shall be a condition of employment.

11.02 Group Life Insurance

The City shall pay One Hundred percent (100%) of the cost of the premiums of a Group Insurance Plan including accidental death and dismemberment, up to a maximum of two (2) times the employee's annual salary up to the age of sixty (60) years, with a minimum coverage of Thirty Thousand Dollars (\$30,000.00).

The City undertakes to supply, at no cost to employees, special life insurance in the amount of \$200,000 for the purpose of offering income protection to employees' dependents should employees be killed while on the job. In the event that death occurs as above the insurance shall be paid to the employees' named beneficiaries.

11.03 Accidental Death & Dismemberment

An additional amount equal to the Life Insurance benefit will be paid in the event of accidental death.

11.04 Extended Health Benefits

- (a) Each qualified employee shall be eligible for Extended Health Benefits at no cost to the employee. The Plan will provide the noted basic provisions and other benefits as listed in the employee benefit handbook.

Deductible per Calendar Year: \$50.00 per certificate holder.

80% co-insurance (unless otherwise stated) until a maximum of \$1,000.00 has been paid per person, per calendar year, and 100% after a maximum of \$1,000.00 has been paid.

Psychological Services (includes registered clinical Counsellors): \$2,000.00 per year.

Hearing Aids \$500.00 every 5 years with no age restriction.

Extended Health Benefits (EHB): \$1,000,000.00 lifetime limit.

Prescription drugs reimbursed at 80%.

Chiro/Naturopath/Massage/Physio/Acupuncture/Podiatrist: \$2,000.00 per year.

(b) Hepatitis B Vaccine

A vaccination program for Hepatitis B shall be made available at no cost to every member of the bargaining unit.

(c) Vision Care

Vision care coverage of \$500.00 every two (2) calendar years reimbursed at 100% for glasses, contacts or corrective eye surgery.

Eye Exams covered \$100.00 every two (2) calendar years.

11.05 Long-Term Disability

As a condition of employment, all new members of the bargaining unit shall participate in a Long-Term Disability Plan. The Plan shall be administered by the Association with one hundred percent (100%) of the premiums to be paid by the employees by payroll deduction.

11.06 Dental Plan

A Dental Plan will be provided and the premium costs for the Dental Plan shall be paid by the Employer. The Plan will provide the noted basic provisions and other benefits as listed in the employee benefit handbook.

Level I (Basic Services) and Level II (Supplementary Services) 100%

Level III (Dentures) and Level IV (Major Restorative Services) 60% (based on the Schedule of Benefits)

Level V (Orthodontics) 50% lifetime limit of \$5,000.00.

- The benefits provider will cover up to \$3,000.00 of the orthodontic expenses.
- The employer will provide an additional \$2,000.00 in coverage directly, which will be available only after the \$3,000.00 limit from the benefits provider has been exhausted.

Payment in accordance with the current Dental Association Schedule of Fees for General Practitioners.

Benefits - General11.07 Coverage Eligibility

Medical coverage eligibility shall be from the first day of the month following the month employment started.

Extended Health Benefits and Dental coverage eligibility shall be the first of the month following employment. Group Life and Accidental Death and Dismemberment shall commence on the first day of employment.

11.08 Changes in Coverage Amount

Changes in coverage due to class or salary changes or changes in dependency status will only take effect if the Insurance Company is advised of the change. Each employee's certificate of insurance outlines the coverage which is applicable to that employee. It should be checked to make sure the coverage is correct. An employee must be actively at work in order for their insurance to increase.

11.09 Termination

Except as provided in Article 11.01, all benefits shall terminate on the employee's date of termination.

11.10 Guarantee of Coverage

Should the City change the Benefit Package Carrier, the coverage contained therein shall not be less than the coverage provided in Article XI hereof.

11.11 During layoff, the Employer shall continue its share of the monthly premium for a maximum of six (6) months beyond the day of layoff, providing the employee contributes their own share during the six (6) month period. The 6 months premium shall be deducted from the employee's last cheque prior to layoff.

ARTICLE XII - GENERAL PROVISIONS

12.01 Reimbursement

The City shall reimburse employees for any taxi fares necessarily incurred by them in responding to any fire or emergency calls and shall furnish or cause return transportation to be furnished to any such employee requesting the same.

12.02 The Fire Chief agrees to consider on request any application made by an employee to the Fire Chief for reimbursement for clothing or footwear having become damaged or destroyed in the course of responding to an incident as identified in 12.01.

12.03 Uniform Issues

(a) Annual Uniform Issue

All employees shall be entitled to the following annual issue of uniforms at the expense of the employer.

- 2 Uniform shirts with shoulder flashes
- 4 t-shirts
- 2 Standard Design pants
- four (4) Pairs of uniform socks

(b) Discretionary Uniform Issue

The following uniform items will be issued and replaced at the discretion of the Fire Chief on an "as needed basis" and at the expense of the employer.

- 1 Pair Dress Shoes
- 1 Dress Cap
- 1 Pair of boots
- 1 Pair of winter dress gloves
- 1 Pair of Coveralls
- 1 Tunic
- 1 Pair of dress pants
- 1 Four Season Jacket
- 1 ID card and name badge
- 1 Tie
- 1 Belt
- 1 Toque
- 1 Ball Cap
- 1 Uniform Dress Shirt
- 2 Collar Dogs
- 1 Pair of Work Gloves

Substitutions may occur with the approval of the Fire Chief provided there are no additional costs. Individual employees and the Employer, upon mutual agreement, may vary the quantities issued of the items listed, provided no additional cost to the Employer is incurred.

All members are expected to properly use and maintain their uniform issues. The following uniform items will be repaired or replaced at the discretion of the Fire Chief on an "as needed basis" and at the expense of the employer. Should the Fire Chief not provide an employee with a repair or replacement, the employee may appeal the decision to the Chief Administration Officer for review.

(c) Probationary Employee Uniform Issue

Probationary employees shall be provided with a station uniform at their time of hire consisting of items listed in 12.03(a). At the expiry of their probationary period, probationary employees shall receive a discretionary uniform issue consisting of items listed in 12.03(b).

12.04 Residence Out of the City

Seventy-five percent (75%) of the members of the Association shall live within a 2.5 mile/four (4) kilometer radius of the Fire Hall. The remaining twenty-five percent (25%) of the members of the Association shall live within a five (5) mile radius of the Fire Hall. The selection of which members may reside beyond the 2.5 mile/four (4) kilometer radius shall be made jointly by the Association and the Fire Chief.

Any member electing to live outside the (2.5) mile four (4) kilometer radius of the Fire Hall shall relinquish any preferential treatment to "call out" contained in the Collective Agreement.

12.05 Conditions of Employment

(a) It is agreed that any planned or proposed change to conditions presently in force, but which are not specifically in the present Agreement, shall not be changed until prior discussion between the City and the Association.

(b) Any new policies established by the City or any changes to existing policies shall be communicated in writing to the bargaining unit by posting on the bulletin board at the Fire Hall prior to implementation.

12.06 Legal Costs

The City shall indemnify an employee against claims for damages arising out of the performance of the employee's duties, and shall pay legal costs incurred in a court proceeding arising out of the claim, except where the employee has been grossly negligent or has acted contrary to the terms of the employee's employment or to an order of a superior.

12.07 Light Duty

An employee covered by this Agreement who has given good and faithful service to the City and who through temporary disablement is unable to perform their regular duties, may be offered any light duty work available as determined by the Fire Chief.

12.08 Medical Testing

An employee who is required by the City to attend medical testing other than the first aid medical testing while not on duty shall be reimbursed at the standard hourly rate of pay for the time required for such testing. The minimum payment shall be one (1) hour unless the employer agrees to other payment prior to any medical testing.

12.09 Phone Plan Allowance

Each member shall receive \$30.00 per month as compensation to offset the cost of maintaining individual and private phone plans.

ARTICLE XIII - TRAINING

13.01 Training

(a) Mandatory Training

In addition to their regular hours of work, employees will be expected to participate in all Required Training unless on approved vacation, as a result of illness, or as approved by the Fire Chief. Notice of Required Training will be posted at least thirty (30) days in advance of the training date. The thirty (30) day requirement may be shortened if mutually agreed upon between the Fire Chief and the Association. Should the Fire Chief not excuse an employee from the training event, such decision may be appealed to the Chief Administrative Officer. Training days will not exceed ten (10) hours for each day and the Fire Chief will provide meals for scheduled training exceeding four and one half (4.5) hours. Required training may consist of up to six (6) mandatory training events annually, as well as two (2) additional days for annual recertification of the Fire Underwriters Superior Tender Shuttle Service.

(b) Posting of Training

Notice of other training, either local or requiring travel, that is deemed necessary by the Fire Chief, will be circulated to the members for expression of interest fourteen (14) days prior to the Fire Chief determining who is best suited to receive the training being offered. Opportunities being offered will be brought to the attention of the President of the Association, or another member of the Association Executive should the President not be available, prior to being formally offered to the employee(s) for transparency purposes. The fourteen (14) day requirement may be shortened if mutually agreed upon between the Fire Chief and the Association. All training will be compensated at straight time.

(c) Required Conventions

For the purposes of this article, the Fire Prevention Officer and the Training Officer will be required to attend their respective annual British Columbia conferences unless as a result of illness or as otherwise approved by the Fire Chief. If the Fire Prevention Officer or Training Officer are unable to attend due to illness or as approved by the Fire Chief, the Department may send another member in their place. Members will utilize hours relieved from duty to attend conference sessions and for traveling to and from the conference. Time spent participating in the conference sessions and for travel to and from the conference in excess of the hours relieved from duty will be compensated at straight time.

(d) Travel

Employees will not be expected to travel beyond Nelson to participate in training if training occurs immediately following a duty shift. Employees required to drive beyond two (2) hours will be provided at least eight (8) hours off duty prior to departure or after returning to Nelson before commencing a duty shift. Employees will not be expected to drive after sunset. Travel time for Required Training shall be compensated at straight time. For the purposes of this section, if the employee is unable to work their scheduled shift, the employee will be replaced by another employee at straight time. This coverage would not be required in the event that scheduling can be accommodated to ensure appropriate coverage.

An employee returning from required training will be expected to work their next scheduled shift as long as there is a minimum of eight (8) hours off between arrival in Nelson and the start of their scheduled shift.

The Fire Chief may offer to send an additional employee to attend the conferences at the expense of the Department. This employee would be attending under Clause 13.04 Personal and Professional Development.

13.02 Providing Instructor

When a member is requested to act as an instructor for other city department or other agency on their regular scheduled day off, as approved by the Fire Chief, they shall be compensated at time and one half. If that member is scheduled to be on duty, an off-duty member may be scheduled to cover during the time required for the training. This compensation will be at time and one half for time spent. This coverage would not be required in the event that scheduling can be accommodated to ensure appropriate coverage.

13.03 Meeting/Committees/Projects

For the purposes of this article the following non-mandatory activities will be compensated at straight time on a member's off-time:

- (a) Department and Officer's Meetings up to five annually unless more are mutually agreed upon.
- (b) Joint Occupational Health and Safety Meetings.
- (c) Projects – Defined as optional participation by a member in a project or working group. A project will have an anticipated end date. Members identified for a project will be approved by the Fire Chief and any additional off-duty time must be approved by the Fire Chief prior to scheduling.
- (d) Committee participation for Nelson Fire and Rescue Services or jointly with another City department.
- (e) Public event demonstrations, or staffing an information booth, that attendance at is not mandatory. This does not include presentations to private groups, or organizations, which have scheduled information or training sessions, Fire Smart Property Assessments, door-to-door campaigns.
- (f) Member replacing another member that has been approved to attend training that requires coverage as per 13.01 or working to cover another member that is participating in Personal or Professional Development approved by the Fire Chief, as per 13.04. Shift coverage required will be arranged by the member, responsible for scheduling, as assigned by the Fire Chief.

When requested by the Fire Chief to conduct work on a member's time off, other than listed, an off-duty member will be compensated at time and one half for time spent.

13.04 Personal and Professional Development

Where an employee is offered an opportunity to attend a non-required conference, training seminars, meeting or to sit on a committee external to the City of Nelson, the employee may be granted leave by the Fire Chief to attend without the loss of their regular pay even if attending prevents them from working scheduled shifts provided coverage is available at straight time. Any time spent traveling to or from or attending conferences, training seminars, meetings or to sit on external committees will not result in additional compensation beyond the employee's regular scheduled hours of pay. Costs for attending including registration fees, training materials, necessary traveling and subsistence expenses will be paid at the discretion of the Fire Chief.

For the purposes of this section, if the employee is unable to work their scheduled shifts due to participating in the training the employee may be replaced by another employee at straight time.

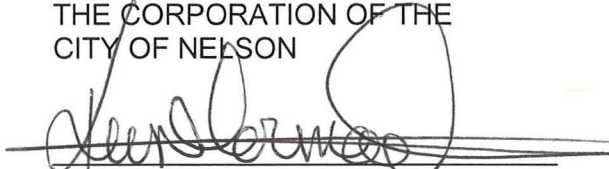
Opportunities to participate in conferences, training seminars, meetings or to sit on committees may be offered by the Fire Chief to employees. Opportunities will be based on the benefit to the department, and/or to the member. Opportunities being offered will be brought to the attention of the President of the Association, or another member of the Association Executive should the President not be available, prior to being formally offered to the employee for transparency purposes.

ARTICLE XIV - EFFECTIVE AND TERMINATING DATES


14.01 This Agreement shall be in full force and effect from January 01, 2020, to June 30, 2025. This Agreement is to remain in effect after June 30, 2025, from year to year unless either Party gives written notice to terminate or re-negotiate this Agreement, such written notice to be given not more than sixty (60) days prior to the expiry date of this or any following term. It is understood that both Parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 6 day of AUG 2024 A.D.

SIGNED ON BEHALF OF:
THE CORPORATION OF THE
CITY OF NELSON


Kevin Cormack, City Manager


Jeff Hébert, Fire Chief


Gabriel Bouvet-Boisclair, Manager of Human Resources

SIGNED ON BEHALF OF:
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 1343


Marc Thibault, IAFF Local 1343


Gerald Schmidtke, IAFF Local 1343 Secretary


Adam Banilevic, IAFF Local 1343 Treasurer/
Vice-President

SCHEDULE "A"**WAGES**

In accordance with the provisions of this Collective Agreement, effective January 1, 2020 through June 30, 2025, the rates of pay contained in Schedule "A" will be as follows:

SCHEDULE A									
POSITION	Rate to Jun 4, 2024	Rate from Jun 4, 2024	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023	Jan 1, 2024	Jun 4, 2024	Jan 1, 2025
Probationary Firefighter (6 Months)	70%	70%	\$ 5,616.80	\$ 5,764.50	\$ 5,976.60	\$ 6,258.70	\$ 6,554.10	\$ 6,554.10	\$ 6,759.90
4th Class Firefighter	75%	75%	\$ 6,018.00	\$ 6,176.25	\$ 6,403.50	\$ 6,705.75	\$ 7,022.25	\$ 7,022.25	\$ 7,242.75
3rd Class Firefighter	80%	80%	\$ 6,419.20	\$ 6,588.00	\$ 6,830.40	\$ 7,152.80	\$ 7,490.40	\$ 7,490.40	\$ 7,725.60
2nd Class Firefighter	90%	90%	\$ 7,221.60	\$ 7,411.50	\$ 7,684.20	\$ 8,046.90	\$ 8,426.70	\$ 8,426.70	\$ 8,691.30
1st Class Firefighter (BASE RATE)	100%	100%	\$ 8,024.00	\$ 8,235.00	\$ 8,538.00	\$ 8,941.00	\$ 9,363.00	\$ 9,363.00	\$ 9,657.00
10th/11th Year Firefighter	102%	103%	\$ 8,184.48	\$ 8,399.70	\$ 8,708.76	\$ 9,119.82	\$ 9,550.26	\$ 9,643.89	\$ 9,946.71
Lieutenant	112%	112%	\$ 8,986.88	\$ 9,223.20	\$ 9,562.56	\$ 10,013.92	\$ 10,486.56	\$ 10,486.56	\$ 10,815.84
Captain	118%	120%	\$ 9,468.32	\$ 9,717.30	\$ 10,074.84	\$ 10,550.38	\$ 11,048.34	\$ 11,235.60	\$ 11,588.40
Fire Prevention Officer	121.5%	123.5%	\$ 9,799.71	\$ 10,057.41	\$ 10,427.46	\$ 10,919.64	\$ 11,435.03	\$ 11,563.31	\$ 11,926.40
Training Officer	121.5%	123.5%	\$ 9,799.71	\$ 10,057.41	\$ 10,427.46	\$ 10,919.64	\$ 11,435.03	\$ 11,563.31	\$ 11,926.40
Assistant Fire Chief	125%	127%	\$10,030.00	\$ 10,293.75	\$ 10,672.50	\$ 11,176.25	\$ 11,703.75	\$ 11,891.01	\$ 12,264.39

10th Year Rate

The 10th-Year Rate is calculated at the start of each year at 103% of the first-class rate effective on the date of ratification (June 04, 2024).

11th Year Rate

The 11th-Year Rate is calculated at the start of each year at 102% of the first-class rate concluding on the date of ratification (June 04, 2024).

Fire Prevention Officer/Training Officer

The base rate for Fire Prevention Officer and Training Officer will be 3.5% above the Captains rate.

Captains Rate

The base rate for Captain is set at 118% of the calculated first-class rate for firefighters up to the date of ratification (June 04, 2024) and will be set at 120% thereafter.

Assistant Chief Rate

The base rate for Assistant Chief's is set at 125% of the first-class rate for firefighters up to the date of ratification (June 04, 2024) and will be set at 127% thereafter.

First Aid Certificate Payment

An additional payment of Thirty (\$30.00) Dollars per month will be made to those members who obtain a valid First Aid Certificate. Such additional payment shall not be made where a member's certificate has expired.

First Responder Level 3

In addition to the payment for the First Aid Certificate an additional payment of Forty (\$40.00) Dollars per month will be made to those members who obtain a valid First Responder Level 3 Certificate. Such additional payment shall not be made where a member's First Aid Certificate or First Responder Level 3 Certificate has expired.

JIBC Officer Course & NFPA 1021

Any firefighter who successfully completes the Justice Institute of BC Officer Course or the NFPA 1021 Standard Course shall be paid \$25 a month in salary.

LETTER OF UNDERSTANDING #1

BETWEEN

**THE CITY OF NELSON
(hereinafter called "The City")**

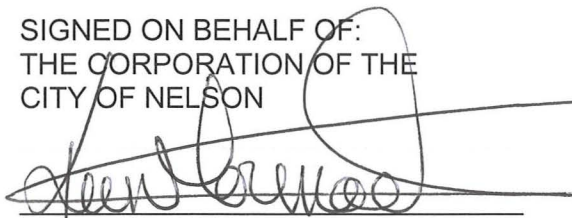
AND

**THE IAFF LOCAL 1343
(hereinafter called "The Association")**

RE: FIRE MASTER PLAN

The City commits to completing a Fire Master plan within twelve (12) months of ratification of this agreement and sharing the findings with the Association prior to implementing any changes resulting from that plan.

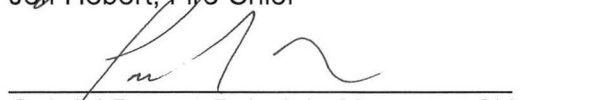
SIGNED ON BEHALF OF:
THE CORPORATION OF THE
CITY OF NELSON



Kevin Cormack, City Manager

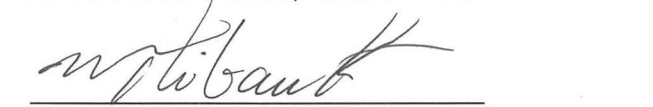


Jeff Hebert, Fire Chief




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