

AGREEMENT

BETWEEN

THE CITY OF NORTH BATTLEFORD

and

**THE NORTH BATTLEFORD FIRE
FIGHTERS' ASSOCIATION LOCAL
#1756**

**JANUARY 1, 2019 TO DECEMBER 31,
2022**



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AGREEMENT MADE THIS 04 DAY OF November A.D. 2020.

BETWEEN: THE CITY OF NORTH BATTLEFORD,
hereinafter referred to as the "CITY".

OF THE FIRST PART

AND: THE NORTH BATTLEFORD FIRE FIGHTERS' ASSOCIATION,
902-104th Street, North Battleford, Local 1756
affiliated with the International Association of Fire Fighters
and the Saskatchewan Professional Fire Fighters'
Association, hereinafter referred to as the "UNION".

OF THE SECOND PART

In consideration of the maintenance of harmonious relations and settled conditions of employment and recognizing the mutual value of joint discussions and negotiations on matters pertaining to working conditions, hours of work, and rates of pay, the Parties hereto do hereby enter into, establish and agree to the following terms:

INDEMNIFICATION

The City will indemnify any member of the Association from any action, claim, cause or demand whatsoever that may be made or arise out of the employee carrying out his/her duties as an employee of the Fire Department, except where such action constitutes a willful or wanton disregard or a willful or wanton dereliction of his duty as an employee of the Fire Department.

ARTICLE 1 – SCOPE

- 1.1 This Agreement shall apply to all employees of the City of North Battleford Fire Department except the Fire Chief, Deputy Fire Chiefs, **Paid-On-Call Firefighters** and the Departmental **Administrative Assistant**.
- 1.2 The words "Employee" or "Employees" where hereinafter used shall mean any person or persons covered by this Agreement.
- 1.3 The words "he", and "his" or "him", where used herein, shall be construed as including and referring equally to the word "**she**", "**hers**" or "**her**" where the facts and context so require.
- 1.4 In this agreement unless the context otherwise requires, the expressions:
 - 1) "**City**" means the Corporation of the City of North Battleford.
 - 2) "**City Manager**" means the person appointed as the City Manager for the City of North Battleford.
 - 3) "**Fire Chief**" means the person identified within the City structure and appointed as Fire Chief for the City of North Battleford or his designate.

- 4) "Association" shall be deemed to include all the employees of the fire department of the City of North Battleford, excepting those listed under article 1.1 of the agreement.
- 5) "Permanent Employee" means any employee who has completed the probationary period provided in this agreement or schedule.
- 6) "Council" or "City Council" means the council of the city.
- 7) "Salary" shall mean the basic rates of pay as from time to time set forth in the monthly schedule of pay contained in Article 30.1 of this agreement but shall not include service pay article 26.1.
- 8) "Member" shall mean an in scope employee within the scope of this agreement.
- 9) "Duty" shall mean actively at work.
- 10) "Calendar Year" means the period of twelve (12) consecutive calendar months commencing January 1 and ending December 31.

ARTICLE 2 - RECOGNITION

This City recognizes the Union as the sole collective bargaining agency for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Union or its representatives in any and all matters affecting the wages, hours of work, and working conditions of its employees. The City also agrees that the Union may have the assistance of representatives of the International Association of Fire Fighters or the Saskatchewan Professional Fire Fighters' Association in any negotiations or discussions between representatives of the Parties hereto.

ARTICLE 3 - MANAGERIAL RIGHTS

Subject to the terms and conditions of this Agreement, the City has rights as follows:

- 3.1 To manage the City of North Battleford Fire Department and to provide direction of the working force, including the right to: plan, direct and control operations, to maintain the discipline and efficiency of the employees, and to require employees to observe the rules and regulations of the Department; to hire, lay off, or relieve employees from duty, to suspend, demote, promote, discipline and discharge employees for cause, are to be the right and function of the City.
- 3.2 The enumeration of management rights, as set out above, shall not exclude other management functions not specifically set forth. The City therefore retains all management rights not otherwise covered in the Agreement.
- 3.3 Further to the above, it is understood and agreed that the City specifically retains any and all rights which existed prior to the coming into force of this Agreement except to the extent that such rights may be abridged by this Agreement.
- 3.4 The City, in administering the Collective Agreement, shall act in good faith and in a manner consistent with the Agreement as a whole.
- 3.5 The exercise of the above rights does not preclude either party from consulting with the other concerning management's rights nor does it preclude either party from raising, in collective bargaining, proposals to amend the City's management rights.

ARTICLE 4 - UNION SECURITY

Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of his employment, apply for and maintain membership in the Union as a condition of his employment.

ARTICLE 5 - CHECK-OFF

The City agrees, upon written request of the Union, to deduct from the pay of all employees, Union dues so authorized off each pay period. The total sum so deducted to be remitted by cheque to the Treasurer of the Union not later than the 10th day of each month, accompanied with a list of names of all employees for, and in behalf of, whom such deductions have been made.

ARTICLE 6 – PAID-ON-CALL FIREFIGHTERS

- 6.1 The City and the Union recognize that an Agreement exists between the City and the North Battleford **Paid-On-Call Fighters** Association. The City and the Union agree that the North Battleford **Paid-On-Call Firefighters** Association may be utilized to assist employees of the Fire Department.
- 6.2.1 It is agreed that during the life of this Agreement the City shall not expand the duties or extend the regularly scheduled hours (maximum of six hours per week) of **Paid-On-Call Firefighters** beyond current custom and practice.
- 6.2.2 **Notwithstanding the above, the City shall inform the Association, in writing, of any additional training hours, relative to their scope of duties, that they will be scheduling for the Paid-On-Call Firefighters.**

ARTICLE 7 - NOTICE BOARDS

The City agrees to install notice boards for the sole use of the Union in suitable locations easily accessible to the employees for the purpose of posting notices of interest to the Union membership. Notices of a nature that might be construed as controversial shall not be posted.

ARTICLE 8 - LEAVE OF ABSENCE

- 8.1.1 The City agrees that in the case of any member or members of the Union being appointed to represent such Union outside the City of North Battleford, he or they shall be granted leave of absence for that purpose, upon application **with at least 7 days' prior notice**, to the Fire Chief **or if unseen circumstances arise, with the discretion of the Fire Chief**, provided that their position can be temporarily filled by other members of the Department without further cost to the City.
- 8.1.2 The City agrees that when any member or members of the Union are appointed to represent the Union on City-conducted business, while on duty, with permission of the Fire Chief, he or they may attend such business without loss of pay.

- 8.1.3 The City agrees that when any member or members of the Union represent the Union on a joint committee at the request of the City, while off duty, with the permission of the Fire Chief, the member(s) shall be paid the regular straight-time rate for the hours to attend the meeting.
- 8.2 The City agrees to provide leave with pay of four (4) shifts in the case of a death of a parent, wife, husband, common-law spouse, brother, sister, child, father-in-law, mother-law, brother-in-law, sister-in-law, grandparents, or grandchildren. These shifts must be taken between the day of the death and the day after the funeral inclusively.
- 8.3 Special leave of absence with pay may be granted in the discretion of the City in cases of pressing emergency.
- 8.4 All employees shall report to and obtain permission from the Fire Chief when it becomes necessary for them to leave their work for the purpose of attending any meeting connected with Management-Employee relations or Union Affairs, and they shall make known their destination and report to their respective supervisors upon their return from any meeting.

ARTICLE 9 - GRIEVANCES AND DISPUTES

- 9.1 The members of the Union hereby covenant and agree that they will not strike or stop work during any strike of any other Union provided, however, that in the event of any dispute affecting the Fire Department, both the City and Union agree to a Board of Arbitration.
- 9.2 It is understood and agreed that the Parties to this Agreement may meet and discuss or clarify matters at any time. For the purposes of this Agreement, a grievance shall be defined as a dispute between the City and any employee(s) or the Union regarding the application, interpretation, or alleged violations of this Agreement or where an employee is alleged to have been improperly dismissed, demoted, or disciplined.

Where the Union is of the opinion that a grievance, as defined above, exists, the procedure shall be as follows:

- a) The Union shall, within twenty (20) calendar days of the event giving rise to the grievance, present its grievance to the Fire Chief. The grievance shall be in writing and shall outline the Article and Section of the Agreement alleged to have been violated, the circumstances and occurrence leading to the alleged violation, and the redress or adjustment requested. Further, the grievance shall be signed by the Grievor(s) and an appropriate representative of the Union.
- b) Upon receipt of a grievance completed as per 9.2. a) above, the Fire Chief shall investigate the matter and shall, within nine (9) calendar days, give a decision in writing to the Union.
- c) The Union shall have the right of appeal to the City Manager from the decision of the Fire Chief and in so doing shall file with the City Manager a written statement of the claim made as well as a copy of the decisions and reasons of the Fire Chief. Such appeal shall be filed with the City Manager within ten (10) calendar days following the receipt of the decision of the Fire Chief.

When such appeal has been filed, the Union shall have the right to interview and obtain information pertaining to the matter from any employee or any other person believed to have knowledge of the matter.
- d) The City Manager shall hear the appeal within ten (10) calendar days after it has been filed with them and shall give their decision within ten (10) calendar days after the conclusion of the hearing.

- e) Any grievance which is not settled by the procedure set forth may be referred to a Board of Arbitration by either Party to this Agreement. Application for the establishment of a Board of Arbitration must be made by either party within ten (10) calendar days of the date the decision of the City Manager is rendered.
- f) When either Party requests that a grievance be submitted to a Board of Arbitration, the request shall be made by registered mail addressed to the other Party of the Agreement indicating the name and address of its nominee on the Arbitration Board. Within five (5) days thereafter, the other Party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators shall then meet to select an impartial Chairman.
- g) If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a Chairman within seven (7) days of appointment, either Party may request the Lieutenant Governor in Council to appoint the third member and Chairman of the Board.
- h) The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to the Board. It shall hear and determine the difference or allegation and render a decision within sixty (60) days from the time the Chairman is appointed.
- i) The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all Parties but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend its provisions. However, within these limitations the Board shall have the power to dispose of any discharge or discipline grievance by any arrangement which in its opinion it deems just and equitable.
- j) The decision of the Board of Arbitration shall be in writing and the Chairman shall forward a copy thereof to both Parties and file a copy thereof with the Minister of Labour.
- k) Should the Parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision which it shall do within three (3) days.
- l) No employee or member of the grievance committee will suffer loss of pay by reason of the time spent in discussing grievances with the representatives of the City.
- m) When either Party applies for the establishment of a Board of Arbitration, each Party shall pay the fees and expenses of their own nominee and shall each pay one-half of the cost of the fees and expenses of the Chairman.
- n) The authority making the final decision shall determine the financial or other arrangements to be made in the case of any suspension, dismissal, or demotion.
- o) This section shall at all times be subject to the provisions of the laws of the Province of Saskatchewan and regulations thereunder and not in any sense be in derogation of the rights of the respective parties hereto under the said law.

ARTICLE 10 - DISCIPLINE & TERMINATION OF EMPLOYMENT

- 10.1 Disciplinary letters of reprimand shall be removed from an employee's file after one (1) year and disciplinary letters of suspension after two (2) years provided that the employee has had a clear disciplinary record.
- 10.2 Excepting for dismissal for just cause, and notwithstanding the times at which or the manner in which an employee is paid, and subject to Articles 9 and 10 of this Agreement, when the services of an employee are no longer required, **notice of termination will be given pursuant to section 2-60 of *The Saskatchewan Employment Act*; or one week of notice per year of completed service to a maximum of twenty (20) weeks; whichever is greater.**
- 10.3 In the event of an employee leaving the employment of the City, every employee shall be requested, as a courtesy, to give one month's written notice to the Fire Chief.
- In the event that the City inaugurates a policy of staff reduction, the following conditions shall apply:
- a) The Union shall be notified in the developmental stages.
 - b) Employees with the least amount of seniority shall be laid off first.
 - c) **A lay-off shall be defined as a reduction in the full-time work force.**
- 10.4
- a) **The Employer will contact the Employees on lay-off in person or by phone for the purposes of re-call. Where re-call in this manner is not possible, the Employer shall post a registered letter to the last know address of the Employee according to the Employer's records. Notice of re-call shall be deemed to have been carried out fourteen (14) calendar days after the posting of the registered letter. The Association shall be advised in advance of re-call wherever possible.**
 - b) Laid-off employees, who wish to be recalled, shall provide the City with their current address and phone number.
 - c) Employees, when contacted to return to work, shall notify the City of their intention to do so and report for work within 16 days of being contacted.
 - d) Subject to Article 12.1 b) iv), employees shall not lose seniority rights.
- 10.5 In the event that a vacancy arises, or should the number of employees be increased during the period of lay-off, the employee(s) so laid off shall be given first opportunity to fill such vacancy. The order of re-hire shall be on the basis of employee seniority at the time of lay-off.
- 10.6 Upon reaching the age of 60 years, an employee shall be retired from City employment.

ARTICLE 11 - MERIT AWARDS

A Department Head or the Union may recommend to Council the granting of special awards to any employee who may be considered to be deserving of special consideration. The decision of Council on all such recommendations shall be final.

ARTICLE 12 – SENIORITY

- 12.1 The seniority of an employee shall be established from the date when he first entered the service of the City, subject to the following:
- a) No employee shall acquire seniority until he has been in the service of the City for a period of time equivalent to the period of probation required for the position as shown in Article 24 and the Wage Schedule hereto attached. Upon completion of the said probationary period, his seniority shall be retroactive to the date of hiring.
 - b) An employee's service shall be considered broken by reason of:
 - i) Dismissal for just cause.
 - ii) Voluntary resignation.
 - iii) Promotion beyond the scope of this Agreement, subject to Article 13.5.
 - iv) Continuous lay-off for at least one year or a period of time equal to the recorded seniority of an employee up to a maximum of five years.
 - c) The City, upon hiring, will notify the Union of the name(s) and date of hire. The new employee(s) effective date of hire will be the first day of actual work.
- 12.2 An employee who has been promoted shall be allowed a period of probation, as outlined under Article 24 of this Agreement, in which to prove himself capable to fill the position concerned. If such employee does not qualify within such time he shall revert to his former position without loss of seniority provided that if before the expiry of the probationary period it appears to the City, after consultation with the Union, that such employee is incapable of qualifying for such position within the required probationary period, he may be required to revert to his former position before such time without prejudice and the loss of seniority and any other employees affected by such reversion shall likewise revert.
- 12.3 The City will, in March of each year, prepare and post rosters in places accessible to all employees, showing seniority of all employees as of December 31st of the previous year. The rosters will be open to protest for a period of sixty (60) days from the date of posting and if an employee or the Union considers that an error has been made, a protest shall be made through the grievance procedure and upon satisfactory proof of an error, a correction shall be made immediately. Any correction shall be shown on a supplementary sheet. The City will supply the Union with copies of all rosters.

ARTICLE 13 - VACANCIES AND NEW POSITIONS

- 13.1 When vacancies occur, or new positions are to be established (such vacancies or positions to be hereinafter in this article referred to as "open positions"), either within or beyond the scope of this Agreement, notice thereof shall issue from the Department of Human Resources. Such notice shall contain an outline of the positions affected and the rate of pay applicable thereto. The notices shall be posted in places accessible to all employees and copies of such postings shall be supplied immediately to the Union before advertising through the press or any other media. All such notices will be issued not later than seven (7) days of the City's having determined a position opening and a period of at least seven (7) days shall be provided employees in which to make application for a posted position.
- 13.2 A medical examination, undertaken by a licensed medical practitioner, appointed and paid for by the City, must be undertaken by every new employee.

- 13.3 Employees shall be entitled to bid on open positions within the scope of this Agreement by means of written applications which shall be submitted to the office concerned. No application shall be considered if received later than the closing date prescribed on the posting.
- 13.4 In the case of an open position coming within the scope of this Agreement, appointments thereto shall be made on the basis of seniority, where merit, ability, qualifications and fitness are sufficient for the position to be filled.
- 13.5 An employee accepting promotion beyond the scope of this Agreement may be allowed up to 90 days in which to demonstrate his ability to fill the position concerned. If the employee does not qualify within such time he shall revert to his former position without prejudice and without loss of seniority. Any other employee affected by such reversion shall likewise revert.
- 13.6 In the event that the City is considering the abolition of classified positions covered by this Agreement, thirty (30) days' notice of such intention shall be communicated to the Union.
- 13.7 An employee required to fill another position with a higher rate of pay shall receive the higher rate of pay, but if required to perform the duties of a job paying a lower rate, his regular rate of pay shall not be changed. This clause shall only apply where the employee is required to fill a position for a minimum of one full shift.
- 13.8 With regard to any newly classified positions that may hereafter be created, the classification titles and the rates of pay therefore shall be subject to negotiation and agreement between the City and the Union and the provisions to this Article 13 with respect to filling of such positions shall apply. A supplementary agreement shall be executed in respect of any such positions.
- 13.9 The City shall, within thirty (30) days of the closing date marked on notices of open positions, supply the Union with the name or names of the person or persons selected to fill the vacancies concerned or advise the Union of their intentions.

ARTICLE 14 - SICK LEAVE

- 14.1 a) Permanent full-time employees, after completing 90 days of the probationary period provided in Article 24.1, shall accumulate sick leave credits on the basis of 15 hours per month of service.
- i) Sick leave credits will not accumulate while on short or long-term illness or Workers' Compensation,
 - ii) In the event that a probationary employee is showing signs of illness, and it becomes apparent that the City must send the employee home, the City will advance sick leave credits to the extent that they have been earned.
- b) Sick leave credits shall accumulate to a maximum of twelve hundred (1,200) hours.
- c) Employees absent from work due to illness or other disability for which Workers' Compensation Benefits or Long-Term Disability Benefits are not payable shall be entitled to sick leave with pay to the extent that they have accumulated sick leave credits.
- d) When an employee enters into an accommodation, the hours of work will be from Monday to Friday and will be a forty (40) hour work week. Only when cleared by a medical professional to return to full primary duties without restrictions will the employee be placed back into the shift rotation schedule.

14.2 Sick leave credits shall be paid out as follows:

- a) For the first five hundred and twenty (520) hours of paid sick leave for any occasion shall be paid at one hundred percent (100%) of the employee's regular rate of pay which was in effect at the commencement of their sick leave.
- b) From the five hundred and twenty first (521st) hour to the one thousand and fortieth (1040th) hour of paid sick leave on any occasion, sick leave credits shall be paid at seventy-five (75%) percent of the employee's regular rate of pay which was in effect at the commencement of their sick leave.
- c) Accumulated credits shall be 75% of an hour. Employees shall be eligible to apply for Long Term Disability after the 1040th hour of illness.

14.3 Employees shall, if required by the City, furnish it with the following information on the forms provided by the City:

- a) Verification that the employee is unfit for duty and the expected duration of absence from work and/or
- b) limitations on an employee's ability to perform their own or other duties sufficient to properly plan accommodation in the work place and/or a gradual return to work, together with time lines for full recovery or assessment of any permanent disabilities and limitations.
- c) Verification of fitness to return to work following sick leave.
- d) The City shall pay any fee charged by a physician for completing such forms.

- 14.4
- a) Any employee who is on staff on the date of implementation of these provisions and who has completed probation shall be credited twelve hundred (1,200) hours of sick leave credits.
 - b) Permanent, full time employees, upon completion of their probationary period, will be credited with sick leave based on the accumulation rates for the time they have worked since the commencement of their employment.
 - c) Thereafter, any used sick leave hours shall be deducted from and added to their sick leave credits in accordance with Article 14.1 a) to a maximum of 1,200 hours.
 - d) Each full-time employee is entitled to two shifts or 24 hours' family leave per year. These hours will be deducted from their sick leave credits.

ARTICLE 15 - SAFETY AND HEALTH

- 15.1 The City shall make reasonable provision for the safety and health of the employees during the hours of their employment and provide protective devices and other equipment being necessary to protect employees from injury, and the Union may, from time to time, bring to the attention of the City, recommended suggestions in this regard. Such matters may be subject to negotiations between the City and the Union.
- 15.2 The City agrees to provide and maintain suitable first aid equipment and facilities, locker, washroom, shower and sanitary facilities, and the Union agrees to cooperate fully with the City in the maintenance of this service.

ARTICLE 16 - COMPENSATION FOR OCCUPATIONAL INJURY

- 16.1 When an employee is injured in the performance of his duties and qualifies for Workers' Compensation Board payments, the City shall pay such an employee an amount equal to that required in addition to Workers' Compensation payments so that the net pay of the employee is equal to that earned at the time of the injury for a period of up to twenty-four months.
- 16.2 Pending receipt of payments from the Workers' Compensation Board, an employee may receive advances up to the amount of his normal earnings less deductions, provided, however, that the employer in its discretion may limit such advances. Proof of disability will be required before advances are made.
- 16.3 The City agrees to underwrite the full repair or replacement cost upon immediate report and reasonable proof of breakage or loss for dentures or eyeglasses which may be either lost or broken by employee(s) during the performance of duties with the North Battleford Fire Department.
- 16.4 Holiday pay shall accrue only on the compensation paid by the Employer as referred to in article 16. 1. Employees may apply for leave without pay on lost vacation time while on Workers' Compensation.

ARTICLE 17 – HOLIDAYS

- 17.1 The following shall be observed as paid holidays:

New Year's Day, Family Day, Good Friday, Victoria Day, Dominion Day, First Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any day that is proclaimed a Civic Holiday by the Council of the City of North Battleford.

- 17.2 Employees working shifts on paid holidays as per Article 17.1 shall receive benefits as set out in Article 17.3 on the traditionally accepted calendar date rather than on some other observed date.
- 17.3 When an employee works on any holiday, such employee shall be paid, in addition to his regular rate of pay, two (2) times his regular rate of pay for all hours worked on such holiday.

In effect January 1, 2019 until December 31, 2020:

- 17.4 When a holiday falls on an employee's regular assigned day of rest, he shall be granted:
- An additional 12 hours pay if working the platoon shift, or
 - a shift off in lieu of pay, which must be authorized by the Fire Chief or Deputy Fire Chief and taken within 30 days of the statutory holiday or it will be paid out.
 - An additional day's pay if working a regular day shift within the meaning of Article 20.2.
- 17.5 When a holiday falls on an employee's regular assigned day of rest and he is required to work on such holiday, he shall be paid in addition to his regular rate of pay, at the rate of two (2) times for the holiday worked and he may also be granted a day off in lieu of the assigned day of rest, such day off shall be mutually arranged between the employee and the Department Head or be granted an additional day's pay.
- 17.6 No employee who has worked on a holiday shall be required to take time off in lieu of the specified payment for working such holiday.

Effective January 1, 2021:

- 17.4 When a holiday falls on an employee's regular assigned day of rest, he shall be granted:**
- a) An additional 12 hours pay if working the platoon shift, or**
 - b) An additional day's pay if working a regular day shift within the meaning of Article 20.2.**
- 17.5 When a holiday falls on an employee's regular assigned day of rest and he is required to work on such holiday, they shall be paid at the rate of three (3) times for the holiday worked.**
- 17.6 No employee who has worked on a holiday shall be required to take time off in lieu of the specified payment for working such holiday.**

ARTICLE 18 – PAID ANNUAL VACATIONS

- 18.1**
- a) Every employee shall earn twelve (12) working shifts of vacation entitlement in each full year of employment up to and including the ninth (9) year of service with the City. One (1) employee per platoon shall be permitted to take annual holidays at one time. Requests for annual vacations shall be made as early as possible in order to post the schedule by April 1st of each year. However, changes to the schedule may be made a minimum of two (2) days prior to the effective date of such change, and at the discretion of the Fire Chief or Deputy Fire Chief.**
 - b) Every employee shall earn sixteen (16) working shifts of vacation entitlement in each full year of employment in the tenth (10th) and subsequent years up to and including the eighteenth (18th) year of service with the City.**
 - c) Every employee shall earn twenty (20) working shifts of vacation entitlement in each full year of employment in the nineteenth (19th) year and all subsequent years of service with the City.**
- 18.2 All vacation shall be taken by December 31st of the year in which it is earned except on written permission in advance from the Fire Chief. An employee may be allowed to carry over up to four (4) shifts of unused earned annual vacation entitlement, to be taken by April 1st of the following year. Written application for such carry over must be made not later than December 1st of the current year with an outline of the dates the vacation time is to be used. In special circumstances, with the approval of the Fire Chief, extra shifts and extension of dates may be approved.**
- 18.3 An employee who leaves the City's employ after one or more year's service and has not received his accrued annual vacation shall be given full pay in lieu of earned vacation leave.**
- 18.4 An employee leaving the City's employ after thirty (30) days' service, but prior to one year's service, shall be paid in addition to all other monies due him, an amount equal to 3/52nds of his gross earnings (including all overtime) for the period employed by the City.**
- 18.5 When a holiday falls within an employee's vacation period, such employee, at the employee's option shall be given an additional day's vacation or pay in lieu thereof.**
- 18.6**
- a) Employees shall be entitled to take their annual vacation in any combination of shift or shifts at any time during the term of this Agreement. Employees shall be entitled to split any or all tours of four shifts, for vacation purposes, during the calendar year.**

- b) Vacation schedules shall be mutually arranged among the employees and Fire Chief and first posted with the Department Head prior to April 1st of each year.
 - c) Upon reasonable notice and mutual agreement between the employee and the Fire Chief, changes may be made to:
 - i) the vacation schedule after April 1st of each year; and
 - ii) the split shift provisions of Section 18.6 a).
- 18.7 Holiday pay earned on overtime pay shall be calculated at December 31st in each year and paid immediately to employees.
- 18.8 The vacation period shall be subject to suspension by the Fire Chief or Deputy Fire Chief where:
- a) An epidemic of sickness occurs, **the EOC is activated, a state of emergency is declared**, or an unforeseen **circumstance similar in nature occurs**, leaving the Department short-handed (less than two) to the extent where no other Fire Fighters are available to fill in.
 - b) The Fire Chief's, or in his absence, the Deputy Fire Chiefs opinion makes the suspension of holidays imperative for the time being for the safety of the employees and citizens.

ARTICLE 19 - PAYMENT OF WAGES

- 19.1 Employees shall be paid twice monthly by 12:00 o'clock noon on or before the 15th and last day of each month.
- 19.2 On each pay day the City shall provide to each employee an itemized statement indicating the gross amount to which he is entitled, net wages paid, all deductions made from his wages, and the purpose for which such deductions were made.
- 19.3 All employees covered under this agreement and any employees who have severed their employment between the termination date of this agreement and the effective date of the new agreement shall receive full retroactivity of any wage or salary increase, excluding any other benefits and provisions.
- Superannuation contributions will adhere to the policy and regulations of the Municipal Employees Pension Plan.

ARTICLE 20 - HOURS OF WORK AND OVERTIME

- 20.1 All shift employees shall work a four (4) platoon system; ten (10) hour days from 8:00 a.m. to 6:00 p.m. and fourteen (14) hour nights from 6:00 p.m. to 8:00 a.m. according to the mutual shift arrangement between the Fire Chief and the Union.
- 20.2 All regular day shift employees, working primarily on fire prevention, training or special assignments, shall work a forty (40) hour week according to a shift mutually agreed between the Fire Chief and the Union.
- 20.3 Employees required to work on their regularly assigned days of rest shall be paid as follows:
- Two (2) times the regular rate of pay.
- 20.4 All time worked by employees outside of the normal working hours specified above shall be treated as overtime and paid for at the rate of two (2) times the regular rate of pay.

- 20.5 In the event that a Fire Fighter is called back outside his regularly scheduled hours, he shall be paid a minimum of two (2) hours at two (2) times the regular rate of pay. Then after the two (2) hours, overtime will be paid on the $\frac{1}{4}$ hour. Time shall be calculated from the time the employee is notified by the dispatch service or Officer in Charge. Employees reporting for a callback shall be released from duty upon termination of the incident or under direction of the Officer in Charge.
- 20.6 No employee shall be required or allowed to lay off work in order to compensate for time he may have worked in excess of his normal daily working hours or in excess of his normal work.
- 20.7 Except in emergencies, a fifteen (15) minute rest period shall be allowed to all employees during the forenoon and afternoon of each day.
- 20.8 Where an employee attends approved training outside of his regularly scheduled hours, the employee shall be paid at the regular rate of pay for hours spent in training.
- 20.9 It is hereby understood and agreed that the employees coming under this agreement shall have the privilege of arranging for shift exchanges. It is clearly understood that the basis of all shift exchanges is that the changes will be paid back within a one-year period and that no claim will be made for overtime or for any other benefits under any law of the Province of Saskatchewan or this Collective Bargaining Agreement that would accrue solely because of the shift change, and further, all arrangements in connection with shift exchanging must be approved by a Chief Officer, who, notwithstanding the above, may deny shift changing if he feels that it is in the interest of the efficient operation of the Fire Department to do so.

ARTICLE 21 - RESPONSE TIME

- 21.1 In the best interests of the Department's operations and in recognition of the Department's role as an essential service, all Fire Fighters shall, as a condition of continued employment, establish and maintain their permanent residence within a fifteen-minute drive (under normal driving conditions at the posted speed limit) from the Fire Hall. No member on staff as of August 23, 2004, shall be required to change his place of residence as a result of this clause. To further clarify, a permanent full-time Fire Fighter employed by the City prior to and including August 23, 2004, has the flexibility to have his permanent residence at any location he so chooses.
- 21.2 The City agrees that it may evaluate and approve a request to reside beyond the time limit as noted in Clause 21.1 provided the City is confident the distance would not be detrimental to the operations of the department and that the request by the employee is being made in order to serve a valid reason.

ARTICLE 22 - EMPLOYEE DEVELOPMENT AND TRAINING

The City and the Union agree that mutual efforts to improve employee qualifications during the term of this Agreement may be achieved by the following:

- 22.1 With effect from January 1, 1991, employees will be required to achieve certification of levels of ability as a job and promotional requirement.
- 22.2 Expense coverage for employee development and training (travel, accommodation, meals, tuition), where taken outside the limits of the City of North Battleford, shall be paid in keeping with City Policy. Coverage for expenses may be granted to employees for courses approved by the Fire Chief provided that all the following conditions are met:

- a) The employee provides receipts and statements of grades or certificate.
 - b) Provision has been made and funds are available in the **Operations and Training** budget.
- 22.3 Employees are expected to avail themselves reasonably as assigned for training. Selection of trainees for training outside the City of North Battleford will be determined on the basis of judgment by the Fire Chief based on the nature of the training, the needs for the training of the eligible employee, and where applicable, seniority.
- 22.4 All suitably **qualified members** will undertake to teach assigned modules within their respective shifts and to **Temporary and Paid-On-Call Firefighters** as required. **Training can also be conducted by independent third parties.**
- 22.5 It is highly recommended that Officers of the department attend Officer's meetings, as scheduled by the Fire Chief. In case of the highest-ranking Officer being unable to attend, the highest qualified Fire Fighter will make every effort to attend. Officers who attend will be compensated on an hour for hour basis with double time.

ARTICLE 23 – GENERAL

- 23.1 Existing working conditions not specifically mentioned herein, and as established by custom and usage, shall continue in full force and effect and shall not be altered during the lifetime of this Agreement, except by mutual consent.
- 23.2 Notwithstanding the above, the City reserves the right to assign additional public education, fire prevention, fire inspection and instruction duties in the interest of public safety and increasing operational efficiency and productivity.
- 23.3.1 If appearing as a witness for the City in a Court of Law, the employee shall make application in accordance with "The Court of Queen's Bench Fees Regulations" for witness fees.
- 23.3.2 An employee shall be granted leave of absence without loss of salary, benefits or seniority, when subpoenaed to serve as a member of a jury, or as a witness in a Court of Law. Any fees received shall be paid over to the Director of Finance of the City of North Battleford.
- 23.3.3 An employee subpoenaed as a witness/plaintiff to attend court or an inquest within the City as a result of circumstances arising out of their course of duties as a City employee while on duty shall receive straight time pay if they are working a normal shift and their Witness Fee shall be paid over to the Director of Finance of the City of North Battleford.
- 23.3.4 An employee subpoenaed as a witness/plaintiff to attend court or an inquest within the City as a result of circumstances arising out of his course of duties as a City employee while off duty shall be paid a minimum of 1½ hours at double time or a \$20.00 fee if Court has been cancelled upon arrival at the Court House. The Witness Fee shall be paid over to the Director of Finance of the City of North Battleford.
- 23.4 It is agreed that all employees shall immediately, upon being disqualified from holding a valid Saskatchewan driver's license, notify the Fire Chief or Deputy Fire Chief(s). Where employees' duties require them to have a driver's license, or they are required to operate City equipment as part of their duties and:
- a) the employee's license has been suspended by the Highway Traffic Board; or
 - b) the employee has been prohibited from driving by any court of competent jurisdiction; or

- c) the employee, because of their driving record, is unable to be included in the City's public liability insurance policy related to the operation of City vehicles and equipment;

the employee shall not drive any City vehicle or equipment during such suspension or prohibition.

- 23.5 a) For the protection of the employees covered by this Agreement, the City agrees that it will maintain a Group Life Insurance, A.D&D and Long -Term Disability Insurance Policy, Extended Health Care and Dental Program.
- b) Every new permanent employee shall, as a condition of their employment, make application for the Group Benefit Plan referred to in subsection (a) hereof immediately after they have completed their first three (3) months of employment.

ARTICLE 24 - PROBATIONARY PERIOD

- 24.1 The probationary period for a Fire Fighter shall be **deemed to be employment on a probationary basis until the employee concerned has fulfilled twelve (12) months of continuous service in the case of firefighters and six (6) months in the case of lieutenant or Captain and has been certified by the Fire Chief as being competent, when such employment shall be considered as permanent. During the probationary period, a new employee may have his or her employment terminated.**
- 24.2 During the first six months of the probationary period, a new employee may have his or her employment terminated based on performance which the City, in its sole discretion, considers insufficient, and such termination shall be deemed to be for just cause.

ARTICLE 25 – UNIFORMS

- 25.1 All new employees shall be provided the following:

- one complete set of turnout gear consisting of jacket, pants, helmet, boots, gloves and balaclava
- four pair of new station-wear pants
- four station-wear shirts (long or short-sleeve combination)
- four T-shirts
- one belt
- one pair of work boots or shoes
- one all-season or three-way jacket (with removable liner)
- one pullover

These items shall be replaced on an "as needed" basis at the discretion of the Fire Chief.

- 25.2 Turnout gear shall be replaced **on a cycle of half of the manufacturer's warranty** or or at the discretion of the Fire Chief, **if damaged, with the replaced set being used as a second set for the duration of the warranty.**

Turnout gear shall be cleaned and maintained, in accordance with industry standards, by the employee to whom it is assigned.

The City shall ensure that turnout gear is sent to authorized centres for cleaning, inspections and/or repair as required by recognized industry standards.

- 25.3 The following items will be issued on a replacement basis as reasonably required and at the discretion of the employee, after one year:
- one pair of safety shoes or safety boots
 - one pair of winter gloves
- 25.4 An entire new dress uniform shall be issued to each new member joining the service of the North Battleford **Fire Department** with said uniform to be issued at the conclusion of the probation period. The dress uniform shall include:
- one uniform tunic
 - one dress pant
 - one peak cap
 - one short-sleeve dress shirt
 - one tie
 - one pair of dress shoes

These items shall be replaced on an "as needed" basis at the discretion of the Fire Chief.

- 25.5 Shoe repair, clothing repair and dry cleaning to be provided when required.

ARTICLE 26 - SERVICE PAY

- 26.1 Each member of the Department covered by this Agreement shall be paid a service allowance in the amount of:
- a) Five (\$5.00) dollars per month after five (5) years of continuous service with this Department.
 - b) Ten (\$10.00) dollars per month after ten (10) years of continuous service with this Department. Such allowance to be paid once yearly on the 31st day of December.

ARTICLE 27 - ALTERNATE EMPLOYMENT

- 27.1 The City shall endeavor to provide a member of the North Battleford Fire Department who is unable, through injury or illness sustained outside active duty, to perform his normal duties with alternate suitable employment; if such employment is provided the Fire Fighter shall be paid the rate of pay established for that position.

ARTICLE 28 - UNION DISCRIMINATION

- 28.1 The City shall not discriminate against any Fire Fighter by reason of such Fire Fighter's activity in the Union.

ARTICLE 29 – BENEFITS

- 29.1 The City agrees to permit gratis use of City-owned physical fitness/recreational facilities during normal or regular operating hours for members of this bargaining unit.

ARTICLE 30 - WAGES AND CLASSIFICATIONS**30.1**

Class	%age	Monthly Salary as on			
		Jan 1, 19	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
Fire Fighter Probation 1st 6 months	75%	\$5,200.93	\$5,304.95	\$5,411.05	\$5,508.45
Fire Fighter Probation After 6 months	80%	\$5,547.66	\$5,658.61	\$5,771.78	\$5,875.68
Fire Fighter 4th class After 1 year	85%	\$5,894.39	\$6,012.27	\$6,132.52	\$6,242.90
Fire Fighter 3rd class After 2 years	90%	\$6,241.11	\$6,365.94	\$6,493.26	\$6,610.13
Fire Fighter 2nd class After 3 years	95%	\$6,587.84	\$6,719.60	\$6,853.99	\$6,977.36
Fire Fighter 1st class After 4 years	100%	\$6,934.57	\$7,073.26	\$7,214.73	\$7,344.59
Fire Fighter 1st class After 10 years	105%	\$7,281.30	\$7,426.93	\$7,575.47	\$7,711.82
Lieutenant	116%	\$8,044.10	\$8,204.99	\$8,369.09	\$8,519.73
Captain	120%	\$8,321.49	\$8,487.92	\$8,657.67	\$8,813.51

It is understood and agreed by the parties that the classification of Lieutenant is to remain vacant.

30.2 Employees on staff in the Lieutenant's position at the signing of the agreement shall be grandfathered into the Captain's position effective January 1, 2012. Effective January 1, 2012, the Lieutenant's position shall remain vacant. Should a vacancy occur in the Captain's position prior to a Fire Fighter obtaining Fire Officer 1 and Fire Officer 2 certification, the senior qualified Fire Fighter shall be promoted to Captain as per Article 13 Section 13.4 and Article 22 of the Collective Bargaining Agreement. The Senior qualified fire fighter promoted shall obtain the required Fire Officer 1 and Fire Officer 2 certification prior to December 31, 2012.

It is understood that if the Senior qualified fire fighter is awarded to the position of Captain prior to successful completion of the Fire Officer 1 and 2 certifications, they shall be paid at the rate of 116% of Fire Fighter First Class.

Failure to achieve the Fire Officer 1 and Fire Officer 2 certification by December 31, 2012, will result in reversion to the employee's former position.

It is understood that after December 31, 2012, Fire Officer 1 and Fire Officer 2 certification is mandatory for any person hired to the rank of Captain.

ARTICLE 31 - PRINTING AND SUPPLYING AGREEMENT

- 31.1 The City shall provide a **copy** of this and any future agreement to all employees covered by this agreement and **will provide a PDF copy to the union**. The City shall cover all associated costs.

ARTICLE 32 - AGREEMENT EFFECTIVE

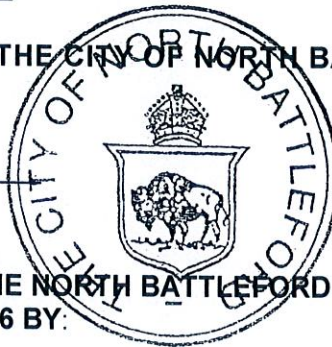
- 32.1 This Agreement shall be effective from January 1, **2019**, and shall remain in force and effect until **the 31st day of December 2022**, and from year to year thereafter, **unless written notice of a request to terminate or to negotiate a revision thereof is given by either party to the other, not less than thirty (30) days and not more than sixty (60) days prior to the Anniversary date thereof.**


IN WITNESS WHEREOF THE PARTIES hereto have caused these presents **to be executed this**

23rd day of November 2020.

EXECUTED ON BEHALF OF THE CITY OF NORTH BATTLEFORD
BY:


MAYOR




CITY CLERK

EXECUTED ON BEHALF OF THE NORTH BATTLEFORD FIRE FIGHTERS'
ASSOCIATION LOCAL NO. 1756 BY:

SEAL





LETTER OF UNDERSTANDING #1

between
City of North Battleford
(hereinafter called the "City")
and
North Battleford Fire Fighters' Association
Local # 1756
(hereinafter call the "Association")

Re: TEMPORARY FIRE FIGHTERS

A Temporary Firefighter will only be used to backfill for the Full Time Firefighter's vacation, sick leave, workers compensation, pregnancy and parental leave, disability leave, training and other absences including when a Chief Officer is not available for command cover. Any further circumstances requiring usage of Temporary Firefighters will be jointly agreed to by the Association.

Except as noted, the Temporary Firefighter shall receive all rights and benefits of the agreement.

If a Temporary Firefighters becomes a full time employee, where there is no break in service, all continuous hours worked will be credited towards his seniority. In all other cases, the Temporary Firefighter shall lose their seniority when their period of temporary work ends.

Temporary Firefighters shall pay union dues per shift worked based on a pro-rated amount of their time worked as compared to the Permanent Employees.

A Temporary Firefighter is subject to the following conditions:

- a) Will not be allowed to complete in excess of 2184 hours of work during a calendar year, discounting call back hours and second/third alarms hours, which will not be counted within the hours' worked.
- b) Temporary Firefighters will be allowed to perform up to a maximum of 24 hours continuously, following which they must have a minimum of 10 hours' rest prior to commencing further hours on duty. During the rest period Temporary Firefighters will be able to respond to call backs and 2nd/3rd alarms if available.
- c) Temporary Firefighters will be paid at the Probationary Firefighter rate of pay for their first 1092 hours of work, thereafter, they will receive payment as a "Firefighter Probation after 6 months". This will remain the rate of pay for the duration of their work as a Temporary Firefighter.
- d) Temporary Firefighter may work up to 96 hours in a pay period and up to a maximum of 672 hours in a 16-week period before being paid at an overtime rate.
- e) Temporary Firefighters shall not be subjected to recall as outlined in Article 10.5 but are eligible to make application for a Full-time Firefighter position.

- f) Temporary Firefighters shall be classified as probationary Firefighters. They may be terminated at the City's discretion so long as the reason is not arbitrary, discriminatory or bad faith.
- g) Article 8.2, 17 and 18 shall not apply to the Temporary Firefighters. They shall receive bereavement leave, holiday pay and vacation pay pursuant to *The Saskatchewan Employment Act*.
- h) Temporary Firefighters, who have worked for three consecutive months, may elect to receive the group benefits in Article 23.5 if they pay the full cost of the benefits.
- i) Temporary Firefighters shall not be eligible for sick leave, Article 14.
- j) Temporary Firefighters will not be covered by Article 25, Uniforms. They shall receive turnout gear and station wear as do the Paid-On-Call Firefighters.
- k) Temporary Firefighters shall not be eligible for Alternative Employment, Article 27.
- l) Consideration for overtime for Temporary Firefighters will occur after all Full Time Firefighters have been contacted.
- m) The number of Temporary Firefighters on a shift shall not exceed the number of Full Time Firefighters.
- n) A Paid-On-Call Firefighter may also be employed as a Temporary Firefighter and they shall then be treated as found in this Letter of Understanding. At the conclusion of the temporary term, the Temporary Firefighters shall return to their Paid-On-Call Fire Fighter status.
- o) Temporary Firefighters will have minimum qualifications to act as suppression firefighters as determined by the relevant Saskatchewan legislation.

Dated this 28th day of October 2020

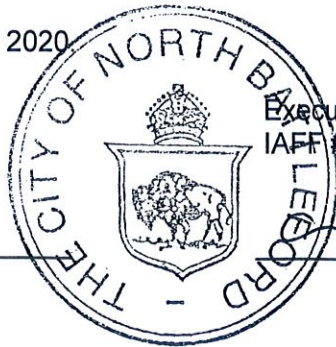
Executed on behalf of the
City of North Battleford



MAYOR



CITY CLERK



Executed on behalf of
IAFF #1756



