

COLLECTIVE AGREEMENT BETWEEN
THE CITY OF YELLOWKNIFE
AND
THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS
LOCAL 2890



Expiry Date: December 31, 2023
DM #: 679551

COLLECTIVE AGREEMENT
BETWEEN
THE CITY OF YELLOWKNIFE
A MUNICIPAL CORPORATION
(HEREINAFTER, CALLED THE "EMPLOYER")

OF THE FIRST PART

AND

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 2890

(HEREINAFTER, CALLED THE "UNION")

OF THE SECOND PART

RESPECTING

THOSE EMPLOYEES SPECIFIED

IN THE

CANADA LABOUR RELATIONS

BOARD CERTIFICATE

DATED MARCH 25, 1983

AMENDED AUGUST 31, 1983

The term of this Agreement is from
January 1, 2020 to December 31, 2023.

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ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Employees and the Union; to set forth certain terms and conditions of employment relating to pay, hours of work, Employee benefits, and general working conditions affecting Employees covered by this Agreement and, to ensure that all reasonable measures are provided for the safety and occupational health of the Employees.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- a. "Abandonment of position" occurs when an employee is absent without approved leave for a period of four (4) consecutively scheduled shifts, except where there are extenuating circumstances beyond the employee's control.
 - b. "Anniversary Date" means the date one year from when an Employee is hired into a permanent position and that date annually thereafter.
 - c. "Call-out" means when Employees are called (tones are put out or phoned) to work and such is done for the purpose of having Employees carry out duties directly arising from an emergency incident.
 - d. "City **Manager**" means the Senior Administrative Officer of the City of Yellowknife.
 - e. "Classification" means a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.
 - f. "Competency Date" means the date twelve (12) months after the Employee wrote his last reclassification examination.
 - g. "Continuous Employment" and "Continuous Service" means uninterrupted employment with the City of Yellowknife.
 - h. "Day" means working day, for Employees who work a five (5) day work week.
 - i. "Day of Rest" in relation to Employees means a day on which those Employees are not ordinarily required to perform the duties of their positions. Such days

do not include holidays or days that the Employees are absent on approved leave.

- j. "Department" means the Department of Public Safety of the City.
- k. "Department Head" means the Director of Public Safety or other position as designated by the Employer.
- l. "Employer" means the City of Yellowknife.
- m. "Employee" means any member covered by this Agreement, including but not limited to, permanent, term and probationary Employees. May be used interchangeably with "member" for the purposes of this Agreement.
- n. "Fire Chief" means the Fire Chief of the Fire Division of the City, as appointed by the Senior Administrative Officer.
- o. "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a paid holiday in this Collective Agreement.
- p. "Immediate Family" means father, mother, sibling, spouse (including common-law), child or ward, father-in-law, mother-in-law, grandparent, grandchild of an Employee or a relative permanently residing in the Employee's household or with whom the Employee permanently resides.
- q. "may" shall be regarded as permissive, "shall" and "will", as imperative.
- r. "Officer-in-Charge" means the on-shift duty crew supervisor.
- s. "Overtime" means work performed by Employees in excess of their normal daily hours of work or work performed on a day of rest.
- t. "Position" means an aggregation of duties, tasks and responsibilities requiring the services of one Employee.
- u. "Probationary Employee" means any member serving their probationary period as defined in Article 36 upon initial hire into a full-time position.
- v. "Progression" means the movement from Class IV Fire Fighter to Class I Fire Fighter in accordance with successful completion of the reclassification examinations.
- w. "Promotion" means the appointment of Employees to a position which has a higher maximum rate of pay than their present position.

- x. "Rank" means the position of Senior Fire Fighter through to Fire Chief.
- y. "Shift, Shift Work, Rotating Shift" means the hours of work as described in Article 14.
- z. "Shop Steward" means a person elected to that position by Local 2890, the International Association of Fire Fighters.
- aa. "Straight-Time Rate" means an Employee's annual rate of pay as specified in Appendix "A".
- bb. "Union" means the International Association of Fire Fighters, Local 2890.
- cc. "Vacation Year" means January 1 to December 31 of any year.

ARTICLE 3
RECOGNITION

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for those City Employees described in the Canada Labour Relations Board Certificate dated March 25, 1983, as amended dated August 31, 1983.
- 3.02 The Employer shall make space available for the Union on their bulletin boards, which shall be for the exclusive use of the Union. The Employer reserves the right to remove material from the Union bulletin boards. If material is removed, the Employer shall notify the Union, and advise of the reason for the removal. The Employer shall provide the Union with a link on the Employer website to a site designated by the Union. The Employer agrees to allow the Union the use of its email for general announcements/notices to its membership, and for representation duties.

ARTICLE 4
APPLICATION

- 4.01 The provisions of this Agreement apply to the Union Employees and the Employer. **Where this Agreement differs from policies or operational guidelines which affect the bargaining unit, this Agreement shall prevail.**

ARTICLE 5
MANAGEMENT RIGHTS

- 5.01 The Employer retains all those rights of management not specifically limited by the expressed terms of this Agreement. The Employer shall exercise its management rights in a fair and reasonable manner.

ARTICLE 6
SAFETY AND HEALTH

6.01 Duty of the Employer

The Employer Shall:

- (a) continue to make every reasonable effort to maintain all equipment and facilities directly relating to the occupational safety and health in such a manner that the safety and health of Employees are not likely to be endangered;
- (b) take all reasonable precautions and adopt and carry out all reasonable techniques and procedures to ensure the safety and health of every Employee in the Fire Division.
- (c) **take all reasonable steps to ensure a workplace culture which promotes and improves the mental health and safety of all employees in the workplace.**

6.02 Duty of the Employee

All Employees employed upon or in connection with the Fire Division shall, in the course of their employment:

- (a) take all reasonable precautions to ensure their own safety and the safety of other persons in the Fire Division;
- (b) as the circumstances require, use devices and articles of clothing or equipment that are intended for their protection and furnished to them by the Employer.
- (c) **identify risks to physical health and safety as well as risks to mental health and safety and bring them to the attention of the Employer.**

6.03 Transportation of Injured Workers

The Employer shall, at its own expense, furnish to Employees injured in their place of work, when necessary, immediate conveyance and transportation to and from a hospital, medical practitioner or nursing station for initial treatment as prescribed in the *Northwest Territories Safety Act R.S.N.W.T. 1974c.s-1*, as amended and to the Safety Regulations prescribed under the *Safety Act* as amended from time to time.

6.04 Occupational Health & Safety Committee

- (a) The Employer and the Union recognize that the Employer has established and will continue to maintain a joint Occupational Health & Safety Committee for

all Employees under the Employer's jurisdiction, to which the Union can appoint a representative.

- (b) The Fire Division will maintain a separate OH&S Committee as defined in the applicable Standard Operating Guideline. Employees participating in the Fire Division's separate OH&S Committee shall suffer no loss of pay for attending to the work of the committee and shall be compensated in accordance with Article 15 (Overtime) if attending outside regular scheduled hours of work.

ARTICLE 7

CONFLICT OF INTEREST

7.01 When Employees undertake any business or employment outside their regularly scheduled hours of duty, the Employees are required to obtain approval from the Employer prior to outside employment where:

- (a) there is a conflict between the duties the Employee is required to perform in that business or employment and the duties the Employee is required to perform for the Employer; and/or
- (b) the Employee exploits for personal gain any confidential information the Employee has acquired in the course of employment for the Employer; and

the City may prohibit that Employee from participating in that outside employment, by notifying the Employee in writing together with the reason for such a prohibition. Any disagreement arising from the application of this Article may be grieved in accordance with Article 10.

ARTICLE 8

EMPLOYER DIRECTIVES

8.01 The Employer shall provide Local 2890 with a copy of personnel directives directly affecting **employees of the bargaining unit**.

ARTICLE 9

UNION INFORMATION

9.01 Deduction of Union Dues

The Employer shall deduct from the wages of each member of Local 2890, an amount equivalent to the monthly dues of the Union and shall remit all amounts so deducted with a list of the names of the Employees from whom such deductions have been made by the fifteenth (15th) of the month following the month the dues were deducted

9.02 Leave for Representatives

- (a) Shop Stewards or designated Union representatives shall obtain the permission of the Fire Chief, or designate, before leaving their work to investigate a fellow worker's complaint(s) of an urgent nature, to meet with management to deal with grievances and to attend meetings.
- (b) The President and up to four (4) official representatives of the Union will be granted permission by the Employer to attend collective bargaining and shall suffer no loss of pay for the time so spent.

9.03 Union Representatives

Official Union Representatives shall have access to members covered by this Agreement in the carrying out of their duties after first obtaining permission from the Employer's representative. Such permission shall not be unreasonably withheld.

The Employer shall be advised in writing of the names of the Union representatives before they are recognized.

- 9.04
- (a) Where operational requirements permit, the Employer shall grant reasonable leave without pay to not more than two (2) Employees at any one time to attend executive meetings, conventions or training courses of the Union.
 - (b) There shall be no discrimination, interference, restraint, or coercion by the Employer against Employees for their activity on behalf of, or membership in, the Union.

9.05 Correspondence between Parties

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement shall be sent to the President or Secretary of the Union or their designate. The Employer agrees that a copy of any correspondence between the Employer and any Employee in the bargaining unit covered by this agreement pertaining to the interpretation or application of any clause in this agreement, shall be forwarded to the President or Secretary of the Union or their designate.

9.06 Joint Consultation Committee

- (a) The Employer and the Union acknowledge the mutual benefits derived from discussion between the parties concerning matters of mutual interest.
- (b) The Committee shall consist of not less than two (2) and not more than four (4) representatives from each of the parties. Meetings will be held a minimum of

once every three (3) months but may be waived by mutual consent of the parties. Upon mutual consent, additional meetings may be called for urgent issues that may arise. The Fire Chief and Union President shall be designated as joint chairpersons and shall alternate in chairing meetings. Minutes will be signed jointly by a representative from both groups. Prior to any meeting of the committee, wherever reasonably possible, each party shall deliver to the other any agenda items to be discussed.

- (c) The Committee shall not have any jurisdiction over any matters pertaining to the Collective Bargaining Agreement except to make recommendations. Also, the Committee shall not supersede the activities of any other committee of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.
- (d) At the request of either party, a joint sub-committee may be struck for a specific purpose. The formation of such a sub-committee will not be unreasonably denied. The sub-committee will report any findings or recommendations to the Joint Consultation Committee.

ARTICLE 10

GRIEVANCE AND ARBITRATION PROCEDURE

10.01 Individual Grievances

Employees who feel themselves to be aggrieved by the interpretation, application, administration or alleged violation of the provisions of this Agreement, or by a disciplinary action, shall have the right to present a formal grievance in the manner prescribed. Whether any matter is arbitrable shall be finally and exclusively settled without stoppage of work in the following manner:

10.02 Complaint Stage

Employees shall discuss their complaint with the Fire Chief, with a Shop Steward or designated representative of the Union in attendance if they so desire, within fourteen (14) calendar days of the date on which they first became aware of the action or circumstances giving rise to the complaint. The Fire Chief shall provide a written response within seven (7) calendar days of the date the discussion took place. The Employee shall confirm receipt of the response by signing the memo and returning a copy to the Fire Chief upon receipt.

10.03 Stage 1 - Grievance Procedure

Failing satisfactory settlement at the Complaint Stage, the Union shall submit the grievance in writing to the Department Head, or their delegate, within fourteen (14) calendar days of the date on which they received a reply at the Complaint Stage.

The grievance shall state the nature of the grievance and, if applicable, the Article(s) of this Agreement, the interpretation of which is in dispute or which is alleged to have been violated, and the redress sought.

The Department Head shall hold a hearing with the Union and shall reply to the grievance in writing to the Union President within fourteen (14) calendar days of the date of submission of the grievance at Stage 1.

10.04 Stage II - Grievance Procedure

In order to proceed to Stage II, the Employee shall have the support of and be represented by the Union or the Union appointed representative.

Failing satisfactory settlement at Stage I, the Union shall submit the grievance in writing to the City **Manager**, or their delegate, within fourteen (14) calendar days of the date on which they received a reply at Stage I.

The City **Manager** or their delegate shall hold a hearing and shall reply to the grievance in writing to the Union President within fourteen (14) calendar days of its submission at Stage II.

10.05 Stage III - Arbitration

- (a) Either party may submit any matter heard previously at Stage II to arbitration, which shall be heard by a single arbitrator as agreed to by the parties. If both parties cannot reach agreement on an arbitrator, the matter will be referred to the Minister of Labour for the appointment of an Arbitrator.
- (b) The party desiring to submit the matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall be delivered within twenty-eight (28) calendar days of the receipt of the registered letter regarding the decision at Stage II. This notice shall state precisely in what respect the Agreement has been violated or misinterpreted by reference to the specific clause(s) relied upon. The notice shall also stipulate the nature of the relief or remedy sought. Such notices shall be tabled with the Arbitrator.
- (c) The Arbitrator shall hear the evidence of both parties and issue a decision within sixty (60) days of the appointment. The decision shall be final and binding upon the parties and upon any Employee affected by it.

- (d) The jurisdiction of the Arbitrator shall be limited to deciding the matter at issue within the existing provisions of the Agreement and in no event shall the Arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.
- (e) Each party shall pay its own costs and those of their witnesses. The fees and expenses of the Arbitrator shall be shared equally between the parties.

10.06 Interest Arbitration

If during contract negotiations the bargaining parties (the Employer representatives and the Union representatives) are unable to reach a settlement, both parties shall agree to submit to binding arbitration without the right to strike or lockout. The Arbitrator's report shall be final and binding on both parties and each party shall bear the expense of their Arbitrator/Appointee and pay one-half ($\frac{1}{2}$) of the expense of the Chairperson.

10.07 Time Limits

The time limits specified in this Article may be extended by mutual consent, in writing, by both parties. Any grievance not submitted within the prescribed time limits or in accordance with the procedures of this Article shall be deemed to have been abandoned and may not be reopened.

10.08 Suspension or Dismissal

Where the grievance concerns the suspension or dismissal of an Employee, such grievance immediately proceeds to the Stage I of the grievance procedure.

ARTICLE 11

SENIORITY

- 11.01 (a) Length of service, for seniority purposes, shall commence on the first day of employment of an Employee in a position covered by this Collective Agreement and shall include the Employee's initial probationary period. Accrued benefits remain in effect from the Employee's start date with the Employer.
- (b) When two or more Employees are hired by the Employer on the same calendar date, the Employee whose surname is first alphabetically will be shown as such on the seniority list during the initial probationary period. Once the probationary period has ended, seniority shall be determined by their marks on the written probationary exam, with the person with the highest mark being first in seniority and so on. Should two or more persons have the same highest

mark, of those Employees, the seniority shall be determined by the date of submission of the signed letter of offer of employment. If that date is the same, the matter will be determined in a manner mutually agreeable to both the Employer and Union.

- 11.02 A seniority list of all members covered by this Collective Agreement shall be provided annually by the Employer to the Union in January of each year.
- 11.03 In making promotions or transfers, qualifications, performance, ability and experience shall be the primary consideration. Where such factors are equal, seniority shall be the determining factor.

ARTICLE 12

CLASSIFICATION

- 12.01 The establishment and maintenance of a classification plan, which is to be applied to all Employees of the Employer within the scope of this Agreement, shall be the sole responsibility of the Employer. However, positions whose duties and responsibilities are substantially changed may be reviewed by the Employer or at the request of the Employee. Any disagreement arising from the application of this Article may be grieved in accordance with Article 10.
- 12.02 The Employer agrees to discuss with the Union a new or revised position classification prior to implementation.
- 12.03 Where Employees believe that they have been improperly classified with respect to their position and pay range, they shall discuss their classification with their immediate supervisor and, on request, be provided with a copy of their statement of duties for the purpose of grievance.

ARTICLE 13

LAY-OFF AND RECALL TO SERVICE

- 13.01 In the event of a reduction in the work force lay-off shall be affected in reverse order of seniority.
- 13.02 The Employer shall give permanent Employees at least thirty (30) days' notice that they are going to be laid off and such notice shall give the effective date of the lay-off.
- 13.03 (a) Laid-off Employees, shall retain their lay-off status with the Employer for a period of one (1) year from the date of lay-off.

- (b) No new Employees shall be hired within one year following a lay-off until those members who were laid off have been given a reasonable opportunity of recall as detailed in 13.04 and 13.05.
- 13.04 In the event of recall, positions will be filled in the reverse order of the lay-off. Employees must be willing to relocate at their own expense.
- (a) If laid off Employees are recalled to work within their right to recall period, there shall be deemed to have been no break in their seniority by reason of such lay-off.
 - (b) Laid off Employees, who are recalled to work within their right to recall period, shall retain the annual vacation leave accrual rate that they were entitled to on their date of lay-off, but they shall not accrue any type of leave for the period they were laid off.
- 13.05 Employees shall be deemed to have resigned if after being laid off they fail to acknowledge their availability to report to work within five (5) calendar days after notice of recall has been issued by the Employer, through registered mail, to the last address on record with the Human Resources Division and further if they fail to report to work within ten (10) calendar days after notice of recall has been issued. The time period for reporting to work, after being recalled, may be extended by mutual consent between the Employee concerned and the Fire Chief after consideration of the circumstances involved. Laid off Employees shall be responsible to ensure the Employer is notified of their most current mailing address and telephone number.

ARTICLE 14

HOURS OF WORK

- 14.01 (a) The normal hours of work for Fire Suppression and Emergency Medical Response staff shall consist of two (2) ten (10) hour day (08:00 - 18:00) shifts followed by two (2) fourteen (14) hour night (18:00 - 08:00) shifts and then ninety-six (96) hours rest and shall average forty-two (42) hours per week over a fifty-six (56) day period. Notwithstanding anything in this Agreement, an Employee's scheduled hours of work shall not be construed as guaranteeing the minimum hours of work and subject to operational requirements of the Employer, may be changed as required.
- (b) The normal hours of work for Employees who do not normally work on a shift work basis shall average forty (40) hours in a five day period on a weekly basis, and eight (8) hours per day on a daily basis.
- 14.02 (a) Employees shall be permitted to exchange shifts with Employees not working on the same shift, providing there shall be no impairment in the efficiency of

the department as a result of such arrangement and providing the Employee requesting the shift exchange does so in writing and submits an approved copy to the Fire Chief's office. Employees on initial probation shall not be permitted to exchange shifts.

(b) Shifts exchanges for Union Officials for Union Business in town shall not be unreasonably denied nor considered within the scope of the shift exchange policies.

14.03 The Employer will provide reasonable notice to Employees of a change to an Employee's hours of work.

ARTICLE 15

OVERTIME

15.01 Employees are entitled to overtime compensation for each period of fifteen (15) minutes worked by them at the rate of two (2) times their straight time rate of pay for all hours worked.

15.02 An Employee who does not normally work on a shift work basis may accumulate a maximum of forty (40) hours in lieu time in one (1) calendar year. An Employee who normally works on a shift work basis may accumulate a maximum of sixty (60) hours in lieu time, from designated holidays, in one (1) calendar year.

Upon application, an Employee having banked designated holidays may draw any portion of banked hours up to and including the maximum allowable per calendar year in paid time off provided that such time does not conflict or interfere with the efficient operation of the Employer.

If the accumulated hours are not utilized by December 31st of the calendar year in which the hours were accumulated, an Employee shall carry over such hours to the next calendar year, the Employee shall have the time equivalent of the carry over included as part of the maximum allowable for the next calendar year.

Notwithstanding that Employees have elected to accumulate designated holidays in the manner set out above, they may subsequently change such election and receive pay for such hours.

Employees having banked designated holidays shall be paid for such time at their current rate of pay.

15.03 Should the Employer call-in an Employee to work overtime under this Article, the Employer shall distribute all overtime on an equitable basis amongst Employees where possible.

ARTICLE 16

PAY

- 16.01 (a) The remuneration paid to Employees hereunder shall be in amounts specified in Appendix "A" for the position to which they have progressed.
- (b) Pay adjustments will be effective on the Competency Date or the date that the Employee passes the reclassification examination, whichever is the later date. Should writing of the reclassification examination be delayed due to operational requirements or at the request of the Employer, written notice will be given to the Employee twenty-four (24) hours in advance and any salary adjustment forthcoming will be retroactive to the Competency Date. Should writing of the reclassification examination be delayed at the request of the Employee any salary adjustment forthcoming will not be retroactive.
- 16.02 Long Service Bonus
- (a) An Employee shall receive a Long Service Bonus of one thousand (\$1,000.00) dollars upon completion of five (5) years of continuous employment and on each subsequent fifth (5th) anniversary date thereafter.
- (b) When an Employee who has completed at least five (5) years of service terminates, the above bonus will be prorated in the amount of sixteen dollars and sixty-seven cents (\$16.67) per month for each completed month of employment, the months to be accumulated from the last payment of the Long Service Bonus.
- 16.03 (a) All Employees attending courses or examinations required by the Employer on their day or days off or during off duty hours will be paid for the time spent attending the course or examination at the applicable overtime rate providing said course or examination is within the boundaries of the city of Yellowknife.
- (b) For those courses or examinations held outside the boundaries of the City of Yellowknife, Employees will receive their regular pay for training days that coincide with their regular working days, with prior approval of Education Leave, but no extra pay for days that coincide with their scheduled days off. In the event an Employee has a regularly scheduled shift that ends within twelve (12) hours of departure for out of town training; they will be excused from the full shift immediately preceding their departure on education leave. In the event an Employee has a regularly scheduled shift within twelve (12) hours of returning to the City from attending out of town training, they will be excused from the entire shift immediately following their return.

16.04 Acting Pay

- (a) An Employee who is required by the Employer to accept the responsibilities and carry out the duties of a position senior to that which the Employee normally holds shall be compensated at the rate for the senior position while so acting.
- (b) While in an acting position, the Employee shall be paid overtime at the acting rate of pay.
- (c) Acting pay shall come into effect when an Employee is in an acting capacity for any period

ARTICLE 17

CALL-OUT PAY

- 17.01 Employees called (tones are put out or phoned) to work and such is done for the purpose of having Employees carry out duties directly arising from an emergency incident, shall be compensated at two (2) times their regular rate of pay (minimum four (4) hours regular time). Any subsequent callout that is thirty (30) minutes or more after being released shall be deemed a new and separate callout.
- 17.02 Employees shall be paid the greater of four (4) hours regular time, or the actual hours worked paid at two (2) times the regular rate of pay. In the event that there is a second callout within thirty (30) minutes of being released, compensation will be calculated based on the beginning of the initial callout until being released from the last callout.
- 17.03 Where an Employee reports for a callout more than thirty (30) minutes after being notified, the Employee will not receive any callout pay unless the Employee is required to work for the incident, in which case the callout time shall start from the time that the Employee reported to the Fire Station and they shall not be eligible for the minimum four (4) hours regular time. They shall be compensated at the callout rate of two (2) times the regular rate of pay.

ARTICLE 18

SHIFT DIFFERENTIAL

- 18.01 A permanent Employee who works a shift, which has hours the major portion of which fall between the hours of 18:00 and 08:00, shall be paid a shift premium of one dollar and fifty cents (\$1.50) per hour for all hours worked on this shift. Shift premium shall not apply to overtime hours.

ARTICLE 19

STANDBY

- 19.01 The Employer shall designate Employees for standby and will endeavor to provide for the equitable distribution of standby duties. Employees designated by letter or by list for standby duty, shall be available during their period of standby.
- 19.02 Where the Employer requires an Employee to be available on standby during off-duty hours the Employee shall be entitled to a standby payment of one (1) hour's pay for each eight (8) hours or portion thereof on standby.
- 19.03 No standby payment shall be granted if an Employee is unable to report for duty when required during any eight (8) hours standby period or portion thereof.

ARTICLE 20

SEVERANCE PAY

20.01 Death

Regardless of any other benefit payable, if an Employee dies, there shall be paid to their designated beneficiary an amount equal to the product obtained by multiplying their weekly rate of pay at the time of death by the number of completed years of continuous employment to a maximum of twenty (20) weeks.

20.02 Retirement

Permanent Employees who are fifty-five (55) years of age or over on termination or who resign and/or retire after twenty (20) years or more of service, shall be paid severance pay equal to the product obtained by multiplying their daily rate of pay (to be based on a twelve (12) hour shift for those Employees who normally work on a shift work basis) on termination of employment by three (3) for each year of continuous employment to a maximum of one-hundred and twenty (120) days [eighty (80) shifts for rotating shifts] pay.

20.03 Termination for Health Reasons

- (a) Permanent Employees whose employment is terminated by reason that the Employees are incapable of performing their duties because of chronically poor health and who are not receiving any disability payments (i.e. Long-Term Disability, Workers' Compensation) shall be paid severance pay on termination equal to the product obtained by multiplying their daily rate of pay (based on a twelve (12) hour shift for those Employees who normally work on a shift work basis) on termination of employment by five (5) for each year of continuous employment to a maximum of ninety (90) days (sixty (60) shifts for rotating shifts) pay.

- (b) Where a medical practitioner rules that for medical reasons Employees should not continue their employment, it is hereby agreed that the Employer shall endeavor, where possible and practical, to secure employment firstly within the Fire Division or, second, some other department of the Employer, for the Employees.

Scenario	<i>A Senior Fire Fighter retires at the age of sixty (60) with thirty (30) years of service.</i>	<i>A Senior Fire Fighter is terminated for chronic poor health at the age of forty (40) with fifteen (15) years of service.</i>
Hourly rate of pay	\$45.67	\$45.67
Daily rate of pay for calculation purposes	$\$45.67 \times 12 = \548.04	$\$45.67 \times 12 = \548.04
Severance payable per year of employment	$\$548.04 \times 3 = \$1,644.12$	$\$548.04 \times 5 = \$2,740.20$
Employee entitled to	\$1,644.12 for every year of service to a maximum of 80 shifts or 26.67 years (80 divided by 3)	\$2,740.20 for every year of service to a maximum of 60 shifts or 12 years. (60 divided by 5=12)
Total	$\$1,644.12 \times 26.67 = \$43,848.68$	$\$2,740.20 \times 12 = \$32,882.40$

ARTICLE 21

DESIGNATED HOLIDAYS

21.01 Subject to Section 21.02 the following shall be designated paid holidays for Employees:

- a) New Year's Day;
- b) Good Friday;
- c) Easter Monday;
- d) The day fixed by the Governor-General for observance of the birthday of the reigning sovereign;
- e) National Aboriginal Day
- f) Canada Day;
- g) The first Monday in August.
- h) Labour Day;
- i) Thanksgiving Day;
- j) Remembrance Day;
- k) Christmas Day; and
- l) Boxing Day

In addition, any days proclaimed by an Act of Parliament, the Commissioner of the N.W.T. or by the Employer.

21.02 Article 21.01 does not apply to an Employee who is absent without approved leave on either the working shift/day immediately preceding or the working shift/day immediately following the designated holiday.

Subsections 21.03, 21.04 and 21.05 following shall apply only to Employees who do not normally work on a shift work basis.

21.03 Holidays Falling On a Day of Rest

When a day designated as a holiday under Subsection 21.01 coincides with an Employee's day of rest, the holiday shall be moved to the Employee's first working day following the day of rest.

21.04 When a day designated as a holiday for an Employee is moved to another day under the provisions of Subsection 21.03:

- (a) Work performed by an Employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and
- (b) Work performed by an Employee on the day to which the holiday was moved shall be considered as work performed on a holiday.

21.05 When Employees work on a holiday they shall be paid two and one half times ($2\frac{1}{2}$) their straight time rate of pay for all hours worked.

Subsection 21.06, 21.07 and 21.08 following shall apply only to Employees engaged on a rotating shift work basis on continuous operations.

21.06 All Employees shall receive twelve (12) hours pay in addition to their regular pay for each day designated as a holiday under Subsection 21.01.

21.07 In addition to Subsection 21.06, if the Employees' regular shifts fall on a holiday, and they work such a shift, they shall be entitled to receive one-half ($\frac{1}{2}$) time pay for each hour worked in the twenty-four (24) hour period as defined in Subsection 21.01.

21.08 Holiday Coinciding with Day of Paid Leave

When an Employee is on a period of leave with pay and a designated holiday falls upon the normally scheduled working day, that day shall count as one (1) day of annual vacation and the Employee shall be compensated pursuant to Section 21.06, or that day may be taken as a statutory holiday and the Employee shall not be compensated pursuant to Section 21.06.

- 21.09 Any time that the **City Manager** grants all Employees time off, not described in subsection 21.01, the personnel on duty shall receive an additional one (1) times pay for the time period granted off.

ARTICLE 22

VACATION LEAVE

- 22.01 All vacation leave shall be taken in hours on the basis of the employee's regularly scheduled hours of work on the day or shift(s) the leave is taken.
- 22.02 Employees earn, but are not entitled to receive Vacation Leave with pay during their first six (6) months of continuous employment.
- 22.03 (a) On January 1st of each year, an Employee's leave record shall be credited with the anticipated annual leave credits to be earned in that vacation year. As Vacation Leave is utilized, such leave shall be deducted from the Employee's leave credits.
- (b) Where permanent or probationary Employees die or otherwise terminate their employment after a period of continuous employment their, or their estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave by the hourly rate of pay applicable to the Employee's permanent position immediately prior to the termination of their employment.

Sections 22.04 and 22.05(a) following shall apply only to Employees who do not normally work on a shift work basis. For the purposes of vacation leave accrual, days are eight (8) hours in length.

22.04 Accumulation of Vacation Leave

For each calendar month in which Employees received at least eighty (80) hours of pay they shall earn vacation leave at the following rates:

- (a) One and one-quarter ($1 \frac{1}{4}$) days per calendar month, if they have completed less than four (4) years of continuous service.
- (b) One and two-thirds ($1 \frac{2}{3}$) days per calendar month upon completion of four (4) years and less than eight (8) years of continuous service.
- (c) Two and one-twelfth ($2 \frac{1}{12}$) days per calendar month upon completion of eight (8) years and less than sixteen (16) years of continuous service.
- (d) Two and one-half ($2 \frac{1}{2}$) days per calendar month upon completion of sixteen (16) years of continuous service and less than twenty (20) years of service.

- (e) Two and twenty-three twenty-fifths ($2\frac{23}{25}$) days per calendar month upon completion of twenty (20) years of continuous service.

22.05 Vacation Travel Time

- a) Permanent Employees shall receive thirty-two (32) hours leave with pay once each vacation year for the purpose of travel when taking their annual vacation, provided they liquidate at least forty (40) hours of vacation leave. These travel hours are not to be accumulated from year to year unless the Employees are prohibited, by the Employer, from taking their vacation in any vacation year.
- b) Permanent Employees engaged on a rotating shift work basis on continuous operations shall receive twenty-four (24) hours of leave with pay once each vacation year for the purpose of travel when taking their annual vacation, provided they liquidate at least forty-eight (48) hours of vacation leave. These travel hours are not to be accumulated from year to year unless the Employees are prohibited, by the Employer, from taking their vacation in any vacation year.

Section 22.05 following shall apply only to Employees engaged on a rotating shift work basis on continuous operations. For the purposes of vacation leave accrual, shifts are twelve (12) hours in length.

22.06 Vacation Leave

- (a) For each calendar month in which Employees receive at least eighty-four (84) hours of pay, they shall earn vacation leave at the following rates:
 - (i) Twelve (12) working shifts per year for less than four (4) years service.
 - (ii) Sixteen (16) working shifts per year after four (4) years service and less than eight (8) years service.
 - (iii) Twenty (20) working shifts per year after eight (8) years service and less than sixteen (16) years service.
 - (iv) Twenty-four (24) working shifts per year after sixteen (16) years service and less than twenty (20) years service.
 - (v) Twenty-eight (28) working shifts per year after completion of twenty (20) years service.
- (b) Employees shall be entitled to receive the annual Vacation Leave to which they are entitled in an unbroken period unless, as determined by the Employer, operational requirements do not allow.

- (c) Annual vacations shall commence on the first day when an Employee would have reported to work following completion of a regular shift except as mutually agreed by the Employer and the Employee concerned.
- (d) Vacation Leave for Employees covered by this Agreement is determined between the Employee and the Employer as operational requirements permit.

22.07 Vacation Travel Allowance

The Vacation Travel Allowance consists of two components:

- a) All Employees shall receive a monthly Vacation Travel Allowance in the amount of two hundred and twenty five dollars (\$225.00) for each calendar month for which an Employee has received pay for at least eighty (80) hours for eight hour a day Employees and eighty-four (84) hours for Employees engaged on a rotating shift work basis on continuous operations.
- b) The Employer shall pay to each Employee who has completed two (2) years of continuous service, a Vacation Travel Allowance of one thousand (\$1,000.00) dollars.

The first Vacation Travel Allowance shall be paid on the Employee's second anniversary date. The Employer will pay out the portion of the Vacation Travel Allowance earned from the second anniversary date to December 31st of the same year at the rate of eighty-three dollars and thirty-three (\$83.33) cents for each month subject to:

- (i) an Employee having earned pay for at least ten (10) days/shifts in each month; and
- (ii) an Employee having earned pay for twenty-four (24) consecutive months.

In Section 22.07(b) the Vacation Travel Allowance in subsequent years shall be paid by the end of each calendar year.

22.08 Where in respect of any period of Vacation Leave, an Employee:

- (a) is granted Special Leave, when there is a death in the immediate family, as described in Section 24.02;
- (b) is granted Special Leave with pay because of illness in the family, as described in Section 24.03;
- (c) is granted Sick Leave on production of a medical certificate;

(d) is recalled from Vacation Leave;

the period of Vacation Leave so displaced shall either be added to the vacation period, if requested by the Employee and approved by the Employer, or reinstated for use at a later date.

22.09 Recall from Vacation Leave

(a) When during any period of Vacation Leave, an Employee is recalled to duty, the Employee shall be reimbursed for reasonable expenses that are incurred, as normally defined by the Employer.

(b) In proceeding to the Employee's place of duty, the Employee shall make every reasonable attempt to mitigate any possible losses and shall provide proof of such action to the Employer.

(c) The Employer will make every reasonable effort not to recall an Employee from vacation leave.

22.10 Carry-Over Provisions

(a) Employees are permitted to carry-over unused vacation leave credits to a maximum of one (1) year entitlement. Vacation leave which has been earned but which exceeds one (1) year shall be liquidated in cash at the end of the vacation year.

(c) Upon the request of an Employee, and with the approval of the Employer and the Employment Standards Officer, earned Vacation Leave may be liquidated in cash.

22.11 The Employer shall not unreasonably deny Vacation Leave.

ARTICLE 23

SICK LEAVE

23.01 All sick leave shall be taken in hours on the basis of the Employee's regularly scheduled hours of work on the day(s) or shift(s) the leave is taken.

23.02 Sections (a), (b) and(c) following shall apply only to Employees who do not normally work on a shift work basis:

(a) Employees shall earn sick leave credits at the rate of ten (10) hours for each calendar month for which they earn pay for at least eighty (80) hours.

- (b) Sick leave accumulated by an Employee prior to the signing of this Agreement shall remain as a credit to the Employee.
- (c) Provided that the necessary credits have been accumulated, Employees shall receive one hundred (100%) percent of their hourly rate of pay for each hour of illness.

Sections (d) and (e) following shall apply only to Employees engaged on a rotating shift work basis on continuous operations:

- (d) For each calendar month in which Employees received at least eighty-four (84) hours pay they shall earn sick leave at the rate of twelve (12) hours per calendar month.
- (e) Provided that the necessary credits have been accumulated, all absences on account of illness on an Employee's regularly scheduled working shift shall be deducted from the Employee's accumulated sick leave credits at the rate of one (1) hour for each scheduled working hour of absence.
- (f) If the period of sick leave exceeds sixteen (16) hours for eight hour a day Employees or twenty-eight (28) hours for Employees engaged on rotating shifts on continuous operations, or in the event that the Employer determines that there is a reasonable or demonstrated basis for doing so, the Employee shall provide the Employer with a certificate attesting an illness or injury signed by a qualified medical practitioner.
- (g) Where Employees have insufficient or no credits to cover the granting of sick leave with pay under the provision of Subsection (c) and (e), at the discretion of the Employer, they may be granted sick leave credits in advance to a limit of fifteen (15) days/ten (10) shifts which shall be charged against future credits earned.
- (h) Sick leave earned under Subsections (a) and (d) and not used by an Employee shall be accumulated from year to year.
- (i) Employees shall apply for Long-Term Disability benefits as soon as they are eligible to do so. Denial of such benefits shall not affect rights under this Article. The Employer shall notify the Employee of such eligibility.

23.03 Sick Leave for Terminally Ill Family Members

Provided the necessary credits have been accumulated, an Employee may receive up to four (4) shifts or five (5) days of sick leave when a member of the Employee's immediate family becomes terminally ill and the Employee is required to attend to the immediate family member, provided that a medical certificate attesting to the

illness being terminal is delivered to the Employer. An Employee may only be entitled to sick leave under this Clause once for each member of the Employee's immediate family. Such leave shall not be unreasonably denied.

ARTICLE 24

SPECIAL LEAVE

24.01 All special leave shall be taken in hours on the basis of the Employee's regularly scheduled hours of work on the day or shift(s) the leave is taken.

For the purposes of calculating maximum special leave that can be taken, the reference to shifts converts to twelve (12) hours multiplied by number of shifts and the reference to days converts to eight (8) hours multiplied by number of days.

24.02 Marriage Leave

After the completion of one year's continuous employment, a permanent Employee who gives the Employer at least twenty (20) days notice shall be granted special leave with pay for a period of up to four (4) shifts or five (5) days, as applicable, for the purpose of getting married.

24.03 Bereavement Leave

(a) Where a member of an Employee's immediate family dies, the employee shall be entitled to special leave with pay for a period of up to four (4) shifts or five (5) days, as applicable. If the Employee is required to travel outside of Yellowknife for the services, an additional two (2) shifts or days special leave shall be granted.

(b) An Employee is entitled to special leave with pay of two (2) shifts or days, in the event of the death of the Employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law in order to attend the funeral. If the Employee is required to travel outside of Yellowknife for the services, an additional two (2) shifts or days special leave may be granted.

(c) Upon the request of the Employer, the Employee shall provide the Employer with proof of death where the death occurs outside of Yellowknife.

24.04 Illness in the Family

A permanent Employee may receive up to four (4) shifts or five (5) days leave with pay in total per calendar year when a spouse (including common-law), dependent member of the family or a relative permanently residing in the Employee's household or with whom the Employee permanently resides becomes ill, and the

Employee is required to attend to the sick person or to the sick person's dependents. In the case of an illness to an Employee's spouse or other adult member of the immediate family residing in the Employee's household, the Employee is required to provide a medical certificate attesting to such illness.

24.05 Births or Adoption

The Employee shall be granted special leave with pay up to a maximum of four (4) consecutive shifts or five consecutive (5) days immediately following the birth or adoption of a child.

24.06 Maternity Leave

- (a) Subject to 24.06 (b) an Employee who becomes pregnant shall:
 - (i) notify the Employer of her pregnancy at least four (4) weeks prior to the expected date of termination of her pregnancy; and
 - (ii) be granted leave of absence without pay, commencing no sooner than eleven (11) weeks before the expected date of termination of her pregnancy and ending not later than twenty-four (24) weeks after the date of termination of her pregnancy.
 - (iii) The total period of maternity leave shall not exceed twenty-four (24) weeks.
- (b) At the request of an Employee, the Employer may vary the time specified in 24.06(a) provided that the Employee submits the written approval of a qualified medical practitioner.
- (c) Upon conclusion of maternity leave without pay, the Employee shall be reinstated into the position occupied by her at the time she commenced maternity leave, or in a comparable position with not less than the same wages and benefits, and her employment after the termination of maternity leave shall be deemed to be continuous with employment before the commencement of that leave.
- (d) If an Employee elects to maintain coverage for Group Benefit Plans under Article 31 and/or the Pension Plan under Article 33, the Employer will pay the Employer's portions of those benefits that are cost shared with Employees.
- (e) An Employee who has been continuously employed for six (6) months, who has applied for maternity leave, and who provides the Employer with proof that she is in receipt of Employment Insurance benefits shall be entitled to a maternity leave allowance.

- (f) Maternity leave allowance payments will consist of:
 - (i) For two (2) weeks, ninety-three (93%) percent of the Employee's weekly rate of pay;
 - (ii) For up to an additional fifteen (15) weeks, a payment equal to the difference between ninety-three (93%) percent of the Employee's weekly rate of pay and the amount of Employment Insurance benefits received by the Employee. During this period the Employee shall also be entitled to the provisions of Article 22.06(a).
 - (iii) Where an Employee becomes eligible for a pay increase or an economic increase in the period in which the Employee was in receipt of maternity leave allowance, the payments shall be adjusted accordingly.
- (g) An Employee receiving maternity leave allowance payments shall sign a certificate stating that she will return to work and remain in the Employer's employ for a period of at least six (6) months after the expiry of her maternity leave, and that she will return to work immediately following the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- (h) Should the Employee fail to return to work in accordance with Article 24.06 (f) except by reason of death, disability or lay off, the Employee recognizes that she is indebted to the Employer for the total amount of maternity leave allowances. Should the Employee not remain in the Employer's employ for a period of at least six (6) months following the expiry of her maternity leave, the Employee recognizes that she is indebted to the Employer for a prorated portion of her maternity leave allowance, based upon the number of months she has remained in the Employer's employ.

24.07 Parental Leave

- (a) Where an Employee has or will have the actual care and custody of their newborn child; or where an Employee commences proceedings to adopt a child who is below the age of majority or obtains an order for the adoption of a child who is below the age of majority; and where in any case the child had not previously been residing with the Employee, the Employee shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is born, or in the case of adoption, within the fifty-two (52) week period from the date the child comes into the Employee's care and custody.
- (b) Employment after the termination of parental leave shall be deemed to be continuous with employment before the commencement of that leave.

- (c) Parental leave utilized by an Employee-couple shall not exceed a total of thirty-seven (37) weeks for both Employees combined.
- (d) Parental leave utilized by an Employee-couple in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks for both Employees combined.
- (e) Parental leave taken by an Employee in conjunction with maternity leave shall be taken immediately after the termination of the maternity leave and the duration of both periods of leave shall not exceed fifty-two (52) weeks of leave.
- (f) If an Employee elects to maintain coverage for any Group Benefit Plans under Article 31 and/or the Pension Plan under Article 33, the Employer will pay the Employer's portions of those benefits that are cost shared with Employees.

ARTICLE 25

OTHER TYPES OF LEAVE

25.01 All other types of leave shall be taken in hours on the basis of the employee's regularly scheduled hours of work on the day(s) or shift(s) the leave is taken.

25.02 Court Leave

A leave of absence with pay shall be granted to every Employee who is required by subpoena or summons to attend as a witness in any proceeding involving Employer business as authorized by law, provided that any fee received for loss of wages shall be reimbursed to the Employer. Employees required to attend to such matters on off-duty time shall be compensated according to the applicable overtime rates of pay.

25.03 Injury-on-Duty Leave

Employees shall be granted Injury-on-Duty Leave with pay for such reasonable period as determined by the Employer, where it is determined by Workers' Safety and Compensation Commission (WSCC) that the Employees are unable to perform their duties because of:

- (a) personal injury accidentally received in the performance of their duties and not caused by the Employees' willful misconduct; or
- (b) sickness resulting from the nature of their employment; or
- (c) over exposure to radioactivity or other hazardous conditions in the course of their employment,

if the Employees agree to pay the Employer any amount received by them for loss of wages in settlement of any claim they may have in respect of such injury or sickness.

25.04 Leave With or Without Pay

At its discretion, the Employer may grant Leave With or Without Pay for any purpose.

ARTICLE 26

VEHICLE ALLOWANCE

26.01 Vehicle Allowance

All full-time Employees shall receive a monthly vehicle allowance of one hundred (\$100.00) dollars subject to:

- (a) the Employee owning a vehicle; and
- (b) the Employee's vehicle being maintained in a state of readiness for a call-out, under the call-out system, at all times.
- (c) and the Employee being able to physically respond to callouts. The vehicle allowance will be discontinued after a period of illness or injury lasting at least one month and will be re-instated when the Employee returns to full duty.

ARTICLE 27

YELLOWKNIFE FIRE DIVISION RECREATION ASSOCIATION

27.01 It shall be a condition of employment that all Employees shall belong to the Yellowknife Fire Division Recreation Association. Membership dues as defined by the Yellowknife Fire Division Recreation Association shall be deducted from their monthly pay.

ARTICLE 28

TELEPHONE REQUIREMENTS

28.01 As a condition of employment, all Employees shall have a personal telephone, the number for which shall be made known to the Employer.

ARTICLE 29

INDEMNIFICATION

29.01 The Employer will indemnify and save harmless an Employee from any action, claim, cause or demand whatever that may be made or arise out of the Employee's carrying out of his official duties.

ARTICLE 30

CLOTHING

- 30.01 All items provided by the Employer which require replacing, will be returned at the time of new issue. Any items lost or not returned shall be charged out to the Employee at cost and shall be deducted from the Employee's next pay cheque. The Fire Chief shall make the decision on these matters.

ARTICLE 31

GROUP BENEFIT PLANS

31.01 Group Benefit Plan

The Employer and all eligible Employees covered by this Agreement shall participate equally in the Basic Group Life, Accidental Death, Disease and Dismemberment, Dependents' Insurance and Long Term Disability Insurance Plan.

The Plan is to be cost-shared between the Employer and Employees with the Employer contributing fifty (50) percent and the Employees contributing fifty (50) percent of the total cost. The Employee's contribution shall be used to pay one hundred (100) percent of the cost of the Long Term Disability premium and secondly to contribute to the cost of the Group Life and Accidental Death, Disease and Dismemberment premiums.

31.02 Additional Insurance

In addition to subsection 31.01, the Employer, at its cost, will purchase on behalf of each member covered by this Agreement, Accidental Death and Dismemberment Insurance in the amount of one hundred and fifty thousand (\$150,000) dollars per member. This insurance will only be payable if the member is killed or injured on the job.

31.03 Extended Health Care

The Employer agrees to provide an Extended Health Care plan, including prescription drug coverage and vision care coverage to each eligible Employee. The plan is to be cost shared between the Employer and Employees, with the Employer contributing fifty (50) percent of the premium and the Employees contributing fifty (50) percent of the premium.

31.04 Dental Insurance

The Employer agrees to provide a Dental Insurance plan to each eligible Employee

and their dependents. Employees' premiums for dental plan coverage shall be twenty-five (25) percent and the Employer premiums shall be seventy-five (75) percent of the monthly insurance premium.

- 31.05 Overall benefit coverage provided for shall not be reduced except by mutual consent.

ARTICLE 32

FUNERAL EXPENSES

- 32.01 The Employer will cover up to a maximum of five thousand (\$5,000.00) dollars towards funeral (wake, celebration of life, memorial) expenses for any member who has suffered a Line of Duty Death (LODD) or death related to an occupational illness.

ARTICLE 33

PENSION PLAN

- 33.01 All eligible Employees shall participate in the Northern Employees Benefits Services (NEBS) Pension Plan. The NEBS Pension Plan Administrator is responsible for making all determinations under the plan, including determinations with respect to contributions, eligibility and entitlement to benefits.

ARTICLE 34

MEDICAL EXAMINATIONS AND PHYSICAL ASSESSMENTS

- 34.01 The Union and the Employer agree that as a condition of employment, each Employee must have a **non-punitive physical assessment**, and pass, a medical **assessment** certifying their ability to fulfill the duties of any position covered by this Agreement **every twelve (12) months**. Medicals shall be paid for by the Employer and conducted by a service provider chosen by the Employer.

An Employee cannot be later than thirty (30) days from their medical due date in initiating a medical appointment unless there are special circumstances which must be communicated to the Employer in advance of the thirty (30) days. The Employer shall notify the Employees a minimum of sixty (60) days prior to their due date.

- 34.02 The Employer shall consult with the Union prior to instituting any changes to medical examination forms.

ARTICLE 35

PROGRESSION AND RECLASSIFICATION EXAMS

35.01 It is the responsibility of Employees to give notice to the Employer of their eligibility and readiness for the next reclassification examinations. Once notification is received, the Employer will schedule a mutually agreed upon date to complete the examinations.

35.02 Progression

- (i) All Employees are required to progress through the Fire Fighter classes by passing the required reclassification examinations, each year, which measure their knowledge, abilities and competency to perform the duties of the next level of Fire Fighter. Upon initial hire, an Employee will begin at the Class IV rate. Per Article 36, during the initial probationary period of twelve (12) months, the Employee shall complete a probationary examination and complete the probation progressing plan to successfully complete the probationary period and, if successful, to progress to the Class III rate.
- (ii) If, on first writing a pass mark has not been achieved, the Employee shall re-write the required reclassification examinations within thirty (30) calendar days.
- (iii) If, on second writing, a pass mark has not been achieved, the Employee shall re-write the required reclassification examination within thirty (30) calendar days.
- (iv) In the event that (ii) or (iii) are required, the Employer will provide assistance to the Employee to prepare for the reclassification examinations.
- (v) If, on third writing, a pass mark has not been achieved, the Employee shall be deemed to be unqualified and shall be terminated for just cause.
- (vi) A Fire Fighter shall progress to a Class I Fire Fighter level in accordance with clauses (i) and (ii); and if required, clauses (iii) and (iv).
- (vii) There is a minimum of twelve (12) months between levels of Fire Fighter positions. When any vacancy occurs, the Employer may appoint new Employees hired from fire service organizations where the individual held a classification of Fire Fighter Class 4, 3, 2 or 1, at their classification with regards to salary only, as outlined in Appendix A provided they possess all criteria requested by the Employer.

(viii) The Competency Date of an Employee who has been on Leave of Absence without Pay for a period in excess of three (3) continuous months shall be moved to a date which provides for a total of twelve (12) months of paid employment between Competency Dates.

35.03 (a) Reclassification exams shall consist of:

- (i) Fire Service written exam;
- (ii) Fire Service practical exam; and an
- (iii) ITLS practical scenario.

The passing mark for each exam is seventy-five (75) percent.

(b) Reclassification examinations will be the division's primary objective in establishing a training program for those involved. This reclassification will adhere to NFPA Fire Fighter professional qualifications or other equivalent Fire Fighter professional qualification.

(c) The fire service written exam will be waived for all Employees upon completion of their initial probationary period and replaced with the probationary exam. All Employees, after their initial probationary period, shall be required to pass all reclassification examinations, as per Article 35.03(a), in order to progress to the next Fire Fighter class.

(d) In the case where an Employee is promoted to a supervisory position from a position of less than Class I Fire Fighter, the Employee will be required to write the required reclassification exams (written and practical) during the probationary period.

ARTICLE 36

PROBATION AND PROMOTION

36.01 Probation

The probationary period on initial hire shall be twelve (12) months. Where the probationary period is extended the Employee shall be advised of such extension, in writing, at least fifteen (15) calendar days prior to the end of the probationary period.

- (a) The Employer may conduct such reviews as deemed necessary, and may include a three (3) month probationary review.
- (b) At a minimum of thirty (30) calendar days prior to the completion of the initial probationary period of twelve (12) months, the Employee must successfully

pass a probationary examination and complete the probation progression plan in order to complete the probationary period.

- (c) Should Employees not successfully complete their probationary examination, their probationary period may be extended to a maximum of sixty (60) days and should they not pass the probationary examination in this period, their employment shall be terminated.
- (d) **During the new employee orientation period, the Employer shall invite the Union to provide a Union orientation to new bargaining unit members, subject to operational requirements.**

36.02 Promotion

Where the Employer determines that a vacancy exists in a rank to which this Agreement applies, a bulletin giving pertinent details of the position and inviting interested and qualified Employees to apply for the permanent position, shall be posted on all bulletin boards for a minimum of ten (10) calendar days. This ten (10) days can be shortened to five (5) with consent of both parties.

36.03 Probation as a Result of Promotion

An Employee who is promoted to a position shall be on probation in the new position for six (6) months. If, during such probationary period, the Employer decides that the Employee does not satisfactorily perform the duties of the position, the Employee shall be reinstated in his former position.

ARTICLE 37

DISCIPLINE

37.01 When **an employee is required to attend a meeting where discipline is to be applied, or attend any meeting with two or more representatives of the Employer which may give rise to discipline, the employee may elect to be accompanied by a Union representative. An employee who elects to be accompanied by a representative shall be permitted up to twenty-four (24) hours from the time the employee is first notified of the meeting, within which to arrange the attendance of the representative, however, the Employer may remove the employee from duty for just cause while awaiting the meeting.**

37.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action, any notice of disciplinary action placed on the personnel file of an Employee after two (2) years have elapsed since that disciplinary action was taken, provided that no further disciplinary action has been recorded during that period.

- 37.03 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an Employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during the period.

ARTICLE 38

TERM EMPLOYEES

- 38.01 A term Employee means a person employed on a **temporary** full-time basis for a specific purpose and for a period not exceeding **eighteen (18)** months, except where the period is extended with the agreement of the Union and the Employer. Prior to engaging a term Employee, the Employer agrees to inform the Union of the purpose for which the Employee is to be engaged and the anticipated length of time.

A term Employee shall be entitled to all of the provisions of the Collective Agreement from the first day of employment subject to the length of employment and as determined by the Plan Administrator for insurance and pension purposes, except for the provisions of Article 20.03 – Termination for Health Reasons.

An Employee on maternity/parental Leave shall only be replaced by a term Employee.

The Employer shall not engage a term Employee in lieu of establishing a permanent position or filling a vacant position unless by mutual consent between the Employer and the Union.

- 38.02 All term Employees will be subject to the same in-house Employee development plan as all probationary Employees.
- 38.03 Where a term Employee is subsequently employed in a full-time position, the Employee shall be credited with a period of continuous employment for the term period for the purposes of seniority, severance pay, long service bonus and progression provided the Employee's employment has not been broken by a period of more than ten (10) continuous days.

ARTICLE 39

DURATION AND RENEWAL

- 39.01 The term of this Collective Agreement shall be four (4) years from January 1, 2020 to December 31, 2023.
- 39.02 The salary schedule shall apply for the dates specified therein.
- 39.03 All other provisions of this Collective Agreement take effect on the date of signing unless another date is expressly stated therein.

- 39.04 Unless otherwise stipulated, this Agreement shall remain in force after the expiry date until a new Collective Agreement becomes effective. There shall be no strike, walkout, slow-down, or suspension of work by any member(s) of Local 2890, or any lock-out of Employees by the Employer.
- 39.05 The Employer and Local 2890 shall choose a mutually acceptable date to discuss renewal of this Collective Agreement no more than four (4) months immediately preceding the date of the expiration of the term of the collective agreement.

ARTICLE 40

SAVINGS CLAUSE

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

ARTICLE 41

COOLING OFF PERIOD

- 41.01 An Employee may, within twenty-four (24) hours of resigning, withdraw such resignation. The Employer will not process a resignation until twenty-four (24) hours have elapsed. An Employee shall take advantage of this Article only once during the term of the Collective Agreement.

ARTICLE 42

AMENDMENT OF AGREEMENT

- 42.01 This agreement, other than its term, may be amended by the mutual agreement of the Employer and the Union.

APPENDIX "A"
RATES OF PAY

		January 1/20 1.75%	January 1/21 2%	January 1/22 2%	January 1/23 2%
Captain (125%)	Yearly	\$131,346.59	\$133,973.52	\$136,652.99	\$139,386.05
	Bi weekly	\$5,034.75	\$5,135.45	\$5,238.16	\$5,342.92
	Hourly	60.1380	61.3407	62.5675	63.8189
Lieutenant II (115%)	Yearly	\$120,838.87	\$123,255.65	\$125,720.76	\$128,235.18
	Bi weekly	\$4,631.97	\$4,724.61	\$4,819.10	\$4,915.49
	Hourly	55.3269	56.4335	57.5621	58.7134
Lieutenant I (112%)	Yearly	\$117,686.55	\$120,040.28	\$122,441.09	\$124,889.91
	Bi weekly	\$4,511.14	\$4,601.36	\$4,693.39	\$4,787.26
	Hourly	\$53.8836	\$54.9613	\$56.0605	\$57.1817
Senior FF (103%)	Yearly	\$108,229.59	\$110,394.18	\$112,602.06	\$114,854.10
	Bi weekly	\$4,148.64	\$4,231.61	\$4,316.24	\$4,402.56
	Hourly	\$49.5537	\$50.5448	\$51.5557	\$52.5868
Class I (100%)	Yearly	\$105,077.28	\$107,178.83	\$109,322.41	\$111,508.86
	Bi weekly	\$4,027.80	\$4,108.36	\$4,190.52	\$4,274.34
	Hourly	\$48.1104	\$49.0726	\$50.0540	\$51.0551
Class II (90%)	Yearly	\$94,569.54	\$96,460.93	\$98,390.15	\$100,357.95
	Bi weekly	\$3,625.02	\$3,697.52	\$3,771.47	\$3,846.90
	Hourly	\$43.2993	\$44.1653	\$45.0486	\$45.9496
Class III (80%)	Yearly	\$84,061.82	\$85,743.06	\$87,457.92	\$89,207.08
	Bi weekly	\$3,222.24	\$3,286.69	\$3,352.42	\$3,419.47
	Hourly	\$38.4883	\$39.2581	\$40.0432	\$40.8441
Class IV (75%)	Yearly	\$78,807.96	\$80,384.12	\$81,991.80	\$83,631.64
	Bi weekly	\$3,020.85	\$3,081.27	\$3,142.89	\$3,205.75
	Hourly	\$36.0828	\$36.8044	\$37.5405	\$38.2913

Rates of Pay: Percentage calculated from Class I Fire Fighter Annual rate of pay.
Bi-weekly Rate: Divide annual by 26.088.
Hourly Rate: Divide bi-weekly by 83.72.

LETTER OF UNDERSTANDING #1

GROUP ALERT SYSTEM

The Employer agrees that they will implement a callout system of career staff immediately for second ambulance calls when additional staff is required, with the exception of Medivacs, which shall be handled by the full time staff through the use of individual callouts if time permits.

LETTER OF UNDERSTANDING #2

STAND-BY SYSTEM

The Employer agrees that they will not implement the Standby System, as per Article 19 of this Agreement, provided that the International Association of Fire Fighters, Local 2890, will respond to call-outs, as per Article 17 of this Agreement, to maintain a sufficient minimum manning level.

LETTER OF UNDERSTANDING #3

REVIEW OF COLLECTIVE AGREEMENT

The parties agree to meet prior to printing of the renewed agreement for the purpose of reviewing the agreement with respect to editorial changes including syntax, structure/location of Articles/clauses.

LETTER OF UNDERSTANDING #4

WELLNESS/FITNESS PROGRAM

The parties agree that the Medical Assessments required under Article 34.01 shall be based on the guidelines set out in the IAFC/IAFF Wellness Fitness Initiative, where appropriate and where possible within the city of Yellowknife. This shall be restricted to the guidelines set out in the 2018 WFI (4th edition). In the event that the WFI guidelines change, the parties shall meet to discuss if any changes are necessary.

SIGNING AUTHORIZATION

Signed at Yellowknife, NT, this _____ day of _____, 2022.

The City of Yellowknife:

The International Association
Of Fire Fighters, Local 2890

Jennifer Hunt-Poitras
Director, Public Safety

Christian Bittrolff
President, IAFF Local 2890

Craig MacLean
Deputy Fire Chief

Jamie Stringer
Vice-President, IAFF Local 2890

Cathy Tumoth
Human Resources Officer

Sam Anderson
Treasurer, IAFF Local 2890

Michelle Theriault
Negotiator

Justin Zawyrucha
Secretary, IAFF Local 2890

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