

*Yorkton Professional  
Fire Fighters  
Association Local 1527*

**Contract  
2008-2012**

# YORKTON FIRE FIGHTERS ASSOCIATION LOCAL 1527 2008 to 2012 AGREEMENT

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THIS AGREEMENT MADE IN DUPLICATE  
BETWEEN:

THE CITY OF YORKTON,  
A Municipal Corporation,

hereinafter referred to as the “CITY”

- and -

THE YORKTON FIRE FIGHTERS ASSOCIATION, LOCAL 1527,  
of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,

hereinafter referred to as the “UNION”

WHEREAS the parties hereto are anxious to promote the harmonious relationship which has existed between them to-date, and both recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and rates of pay;

AND WHEREAS the parties hereto are anxious to co-operate for the well-being of the City and of its citizens;

NOW THEREFORE, in respect of the foregoing, the parties hereto mutually covenant and agree as follows:

#### ARTICLE 1 – SCOPE

This Agreement shall apply to all employees of the Fire Department, except the Fire Chief, the Deputy Chiefs, Confidential Secretary and the Auxiliary firefighters.

#### ARTICLE 2 – UNION RECOGNITION

The City agrees to recognize the Yorkton Fire Fighters Association, Local 1527, as the sole and exclusive bargaining agent for the employees defined in Article 1 – Scope, and the parties hereto agree to negotiate in good faith, matters of collective bargaining in respect to the establishment of a grievance procedure, hours of work, rates of pay and other conditions of employment.

### ARTICLE 3 – UNION SECURITY

- (a) Pursuant to Section Thirty-Six (36) of *The Trade Union Act* of the Province of Saskatchewan, R.S.S. 1978, c.T-17, as amended, 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, provided that any employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the Union, shall as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.
- (b) The City shall notify the Secretary of the Union of the commencement of employment of new employees to whom this Agreement may apply.

### ARTICLE 4 – DISCRIMINATION

There shall be no discrimination by either the City or the Union by reasons of age, sex, creed, colour, nationality, religion, ethnic background, nor shall there be any discrimination between married or single persons, nor against any employee receiving any other income.

### ARTICLE 5 – DEDUCTION OF UNION DUES FROM WAGES

Upon request in writing of an employee, the City shall deduct and pay on or before the 25<sup>th</sup> day of each month, out of the wages due to such employee, to the person designated by the Union to receive the same, the union dues of such employee, and the City shall furnish the Union with the names of the employees who have given such authority.

The Union shall notify the City, in writing, of any changes in the amount of dues at least one (1) month prior to the end of the pay period in which the deductions are to be made.

### ARTICLE 6 – INTERPRETATIONS

In this Agreement, unless the context otherwise required, the expression ---

- (a) “City” means the Corporation of the City of Yorkton.
- (b) “Council” means the Council of the City of Yorkton.

- (c) “Union” means the Yorkton Fire Fighters Association, Local 1527 of the International Association of Fire Fighters as constituted by an Order of the Labour Relations Board of the Province of Saskatchewan under *The Trade Union Act, 1978*, as constituting an appropriate unit of employees for the purpose of bargaining collectively for the civic employees specified in the said Order.
- (d) Employee Definitions:
- (i) “Permanent Employee” means an employee of the Fire Department, except those exempted by the Scope Clause of this Agreement, that have completed the probationary period and that have been appointed by the Fire Chief to a permanent full-time position.
- (ii) “Probationary Employee” means an employee of the Fire Department that has been appointed by the Fire Chief on a trial basis for a twelve (12) month continuous period of time, to fill a permanent position, during which time such employee’s employment shall be at the sole discretion of the City.
- (iii) “Temporary Employees”
- (a) The term “temporary employee” means an employee of the City who is a N.F.P.A 1001 – Level II IFSAC Certified Fire Fighter and who has been appointed by the Fire Chief;
- (b) A temporary employee may be hired, at the discretion of the Fire Chief, when a permanent employee or a probationary employee is on vacation, sick leave, disability leave, training leave or other approved absences. The temporary employee will be employed until the permanent employee or probationary employee resumes full-time duties;
- (c) Temporary employees shall not accrue vacation entitlement but shall be compensated with vacation pay in accordance with *The Labour Standards Act*.
- (e) “Department Head” means the Fire Chief designated by Council as the official in charge of the Fire Department.
- (f) “Chief” means the Fire Chief appointed and named as such by the City or Deputy Fire Chiefs appointed and named as such by the City when fulfilling the role of the Fire Chief in his absence.

- (g) “Gender” means the words “he” and “his” and “him” where used herein shall be construed as including or referring to a person of the same feminine gender where the facts or context so require.
- (h) “Chief Administrative Officer” means the City Administrator, the City Manager, or any other official designated by Council.
- (i) “Confidential Secretary” means an employee of the Fire Department appointed by the Fire Chief to the exempt position to act as secretary, and that person shall not perform any duties normally associated with fire fighting with the exception of answering the telephone, which does not include the alarm centre.

#### ARTICLE 7 – HOURS OF WORK & OVERTIME

- (a) In accordance with *The Fire Department Platoon Act*, the work schedule shall be based on a two (2) platoon system. The work week shall be an average forty-two (42) hour week over a sixteen (16) week period, as set out in Schedule “B” to this Agreement.
- (b) All employees, on being required to work overtime, shall be paid at the rate of double (2x) time.
- (c) All employees called back to work after having completed their regular schedule and having left the work premises, shall be paid at double (2X) time their regular rate of pay for a minimum of three (3) hours.
- (d) An employee whose call back runs into his shift shall receive double (2X) time his regular rate of pay for all time worked on a call-back prior to the commencement of his shift.
- (e) All employees on duty shall attend regular training periods, and each employee shall receive his regular rate of pay for such training period. Should an employee be selected to attend a specific course, successful completion of the course shall be used as a basis for promotion, should openings for promotion exist.
- (f) Employees attending training sessions within the City of Yorkton during regular days off shall be paid at double (2X) time the regular rate of pay. By mutual consent between the Employer and the Employee, the Employee may take time off, calculated at the appropriate overtime rates, in lieu of overtime pay for attending training sessions. Individual employees shall be entitled to accumulate up to an annual maximum of 42 hours lieu time. As of December 31<sup>st</sup> of each year, unused lieu time shall be paid out to the employee calculated at the employee’s regular rate of pay.

- (g) Employees attending training sessions outside the City of Yorkton on their regular days off, shall be granted time off, calculated at regular rates, in lieu of time spent at the training sessions.

ARTICLE 8 – WAGES

The wages and classifications of employees will be in accordance with the Schedule attached and marked as Schedule “A” and shall form a part of this Agreement. Such wage rates will be effective commencing at 12:01 a.m. on the dates indicated in Schedule “A”.

ARTICLE 9 – STATUTORY HOLIDAYS/CIVIC HOLIDAYS

- (a) The following Statutory Holidays shall be observed and paid for in accordance with *The Labour Standards Act*:

New Year’s Day	Saskatchewan Day	Boxing Day
Family Day	Labour Day	
Good Friday	Thanksgiving Day	
Victoria Day	Remembrance Day	
Canada Day	Christmas Day	

and any day proclaimed a holiday by the Mayor for the City of Yorkton in accordance with *The Cities Act*.

- (b) When an employee is required to work on a holiday as listed in (a) above, he shall be paid, in addition to his regular rate of wages, wages at the rate of one and one-half times (1½ x) his regular pay for every hour or part of an hour worked on such Statutory Holiday.
- (c) When a Statutory Holiday falls on an employee’s regular assigned day of rest and he does not work on such day of rest, he shall be granted an additional regular shift off within 365 days after the Statutory Holiday at a time mutually arranged between the employee and the Fire Chief or Deputy Fire Chiefs. In the event that an employee does not request his day off within 365 days, then the day shall be given at the discretion of the Fire Chief or the employee shall have the option of accepting the appropriate pay which shall be calculated at one and one-half times (1½ x) regular pay on the daily rate averaged at twelve (12) hours per shift, in lieu of the day.

## ARTICLE 10 – LEAVE-OF-ABSENCE FOR UNION BUSINESS

When the Union requires a leave-of-absence for officers of the Union, they shall apply to the Fire Chief four (4) days in advance of the days required. Such leave shall be granted with pay provided the leave-of-absence does not interfere with the efficient operation of the Fire Department, and the Union supplies a stand-in fire fighter of equal rank to the fire fighter requesting such leave. It is understood that stand-ins are at no cost to the City.

Union Officers consist of, President, Vice-President, Secretary, Treasurer, Burn Fund Chairman, Charity Fund Chairman, and three (3) Trustees appointed at the discretion of the President.

## ARTICLE 11 – SPECIAL LEAVE-OF-ABSENCE

Any employee desiring leave-of-absence may be granted such leave, without pay, insofar as regular operation of the City's Fire Department will permit, providing sufficient and reasonable notice is given to the Fire Chief. Such leave-of-absence shall not exceed a reasonable period of time, at the discretion of the Fire Chief.

Employees taking other employment during such leave-of-absence, except by permission of the City Manager, shall be considered to have forthwith terminated their service with the City.

## ARTICLE 12 – COMPASSIONATE LEAVE

- (a) When death occurs to a member of an employee's immediate family, the City will grant, upon request of the Fire Chief, up to a maximum of four (4) days paid funeral leave, to be taken between the day of death and one (1) day after the funeral.
- (b) Members of the employee's immediate family are defined as the spouse, parents, sons, daughters, brothers, sisters, mother-in-law, father-in-law, grandmother and grandfather.
- (c) The City shall grant compassionate leave-of-absence with pay for not more than two (2) consecutive days to any employee in the case of death in the employee's extended family.
- (d) Extended family shall mean sister-in-law, brother-in-law, son-in-law, daughter-in-law, and grandchild.

- (e) Any employee who wishes to act as a pallbearer shall be granted leave-of-absence with pay up to one (1) day.
- (f) An employee will not be entitled to funeral leave pay for any day falling within the respective funeral period which is not a scheduled work day for such employee or when such employee is absent from work due to vacation, holiday, injury, illness, or leave-of-absence.
- (g) No deduction will be made from an employees monthly or hourly pay for the days above set forth.

### ARTICLE 13 – SENIORITY

- (a) Seniority shall be defined as an employee’s period of continuous service with the City since his last date of hire.
- (b) An employee shall begin to accumulate seniority as soon as he has completed his probationary period, at which time his seniority shall be made retroactive to his last date of hire. Temporary employees shall be on probation until they have completed 2,184 hours of service during which time such employee’s employment shall be at the sole discretion of the City.
- (c) An employee’s seniority and employment rights shall be considered lost by reason of:
  - 1. Voluntary resignation.
  - 2. Failure to report for work on recall from layoff within five (5) working days of being notified in writing, by letter delivered to his last known address to report to work.
  - 3. If an employee is absent for three (3) consecutive working days without notifying the City and furnishing an acceptable reason for the absence.
  - 4. If an employee is laid off for a continuous period of twelve (12) months.

Seniority lists shall be kept by the Fire Chief and shall be furnished to the Secretary of the Union upon request.

- (d) If an employee who is an employee of the City is transferred into the scope of the bargaining unit, he shall retain his accumulated seniority with the City except for the layoff and promotion provisions of this Agreement.

## ARTICLE 14 – VACANCIES AND NEW POSITIONS

- (a) Every vacancy or new position shall be posted for a period of not less than seven (7) days on a bulletin board to be maintained in the Fire Hall.
- (b) Promotions will be based primarily on the skill, efficiency, ability and physical fitness of the employee concerned, but, as between employees who, in the opinion of the City, are of approximate equal standing, based on the above factors, the most senior employee shall receive preference. Any employee promoted within the Fire Department within the scope of this Agreement shall be on a trial period for one hundred and twenty (120) days and his employment in the new position shall be at the sole discretion of the City. In the event the employee does not successfully pass the one hundred and twenty (120) day trial period, he shall revert back to his former position and rate of pay with no loss of seniority and he shall retain the right to apply for the higher ranking position in the future.
- (c) The Council shall determine the successful applicant for the position of Fire Chief or Deputy Fire Chiefs with the Yorkton Fire Department.
- (d) A medical examination must be taken by every new employee of the Fire Department and at intervals of two (2) years thereafter.

### Captain

- (e) The City shall have the right to require applicants for the position of Captain, including any reclassification of this position, to complete the six (6) phase physical fitness test outlined in Schedule “C” hereto. The following shall apply:
  - 1. The test shall be administered by the City. The cost of administering the said test shall be paid by the City. The City shall reimburse the applicant for the cost of obtaining the medical certificate attached as Schedule “D” hereto, which said certificate must be provided by the applicant to the City prior to the applicant taking the said test.
  - 2. In order to pass the test the applicant must carry out the instructions within a period of thirty (30) minutes.
  - 3. If the applicant selected for the position does not pass the test on his first attempt, then he shall be allowed to occupy the position of Captain for the one hundred and twenty (120) day probationary period. During this time the applicant must pass the said test.

4. If the said selected applicant cannot pass the test by the end of the said probationary period then he shall revert to their former position. He shall retain the right to apply for the position of Captain in the future.
5. The City and the Union further agree that any changes to the physical fitness test set forth above shall be mutually agreed upon before they are implemented.

#### Maintenance of Physical Fitness Standard

- (f) All employees hired on or after October 15, 1998 shall maintain a level of physical fitness as established by the physical fitness test set forth in Schedule "C" hereto. The following shall apply:
1. Employees shall be tested annually. The City shall reimburse the employee for the cost of obtaining the medical certificate attached as Schedule "D" hereto, which said certificate must be provided by the employee to the City prior to the employee taking the said test.
  2. Employees must pass the said test annually. In order to pass the test the employee must carry out the instructions within a period of thirty (30) minutes.
  3. If an employee does not pass the test, then he shall be allowed to retain his existing position for a period of one hundred and twenty (120) days. During this time the employee must pass the said test.
  4. If an employee cannot pass the said test by the end of the one hundred and twenty (120) day period, then the City shall have the right to place the employee on leave of absence, without pay, until such time as the employee passes the said test. The period of the leave of absence shall not exceed twelve (12) months.
  5. If any employee is unable to take the said test due to a medical condition of a temporary nature, the test shall be rescheduled at the discretion of the Fire Chief, or his designate. If an employee is unable to pass the said test due to a medical condition of a long-term nature, then the other provisions of the said collective agreement dealing with illness and disability shall apply.
  6. Any changes to the said test shall be mutually agreed upon before they are implemented.

7. The City shall continue to provide to the employees the equipment required to facilitate participation in the wellness program and reasonable time on-duty to participate in the said program.

#### ARTICLE 15 – LAYOFFS

- (a) When it is necessary to reduce the number of employees within the Fire Department as outlined in Article 1 – Scope, such layoff(s) shall be in order of seniority with the employee with the least seniority within the Department being laid off first.
- (b) If more employees are required in any position, the last man laid off in that position, if available, shall be given preference of re-employment. When an employee has been advanced to a new position and such position is affected by a reduction in employees, the employee so advanced shall be reduced to the position from which he was advanced in preference to being laid off.
- (c) When employees in any position are laid off, the City agrees to recognize the regulated notice period as provided for in *The Labour Standards Act* for the Province of Saskatchewan.

#### ARTICLE 16 – TERMINATION OF EMPLOYMENT

- (a) Any employee whose employment has been terminated for other than just cause shall receive written notice of such termination or payment in lieu of notice in accordance with the provisions of Section 43 of *The Labour Standards Act*, R.S.S. 1978, c.L-1.
- (b) Any employee who wishes to resign from the Yorkton Fire Department must give the Fire Chief two (2) weeks written notice.

The above is subject to a shorter period by mutual consent between the employee and the Fire Chief.

#### ARTICLE 17 – GRIEVANCE PROCEDURE

- (a)
  1. A grievance shall be defined as a dispute as to the application or interpretation of the provisions of this Agreement.
  2. When any member of the Union is on charge or on a hearing that is liable to lead to a formal charge before the Fire Chief and the employee requests, he may be accompanied by an officer of the Union.

3. That wherever the phrase “working day” is utilized, it is agreed that the meaning shall be any day Monday to Friday inclusive.

(b) When an employee has a grievance, the following procedure shall be followed:

1. The Union shall within fourteen (14) days of the alleged grievance, submit such grievance in writing to the Fire Chief. The Fire Chief shall reply within fourteen (14) working days following the date on which the grievance was received by him.

Any disciplinary action, including suspension, dismissal or demotion affecting any employee covered by this Agreement shall be immediately communicated to the Union by the Fire Chief, and in no case later than three (3) working days after the issuance of such action.

2. If the Chief’s disposition of the grievance is unsatisfactory, then the Union may, within seven (7) working days of receipt of the Chief’s decision, present the written grievance to the City Manager. If a meeting is required, it shall be held within seven (7) working days of the time the grievance was presented to the City Manager. The City Manager shall reply to the grievance within seven (7) working days following the date on which the grievance was received by him.

3. If the Fire Chief or the City Manager do not take the necessary action to process the grievance or provide answers within the time limits specified above, the grievance will automatically be referred to the next higher step, except that arbitration shall only be evoked upon the giving of proper notice as provided hereafter.

4. If the grievance is not processed by the Union or the employee in the manner provided above, the grievance is considered settled on the basis of the City’s last answer.

(c) The Union Grievance Committee shall consist of two (2) Union members.

(d) If settlement of the grievance is not reached by referral to the City Manager, the grievance may be referred to Arbitration as outlined in Article 18 – Arbitration. The Union shall notify the City of its intention to seek arbitration by written notice served by registered mail within thirty (30) calendar days after the completion of the appeal to the City Manager. If such notice is not mailed within the thirty (30) calendar day period, the grievance shall be deemed to be settled under the basis of the decision of the City Manager.

## ARTICLE 18 – ARBITRATION

- (a) The arbitration procedure shall extend only to those issues which are arbitrable under this Agreement and only if the grievance was properly and timely filed and meets the requirements of Article 17, Grievance Procedure.
- (b) Within seven (7) calendar days of the date of mailing Notice of Intent to seek arbitration, the Union and the City shall meet to attempt to agree to a single arbitrator, should the parties not be able to agree, then within a further seven (7) calendar days the Union shall notify the City of the name of its representative on the Arbitration Board. The City shall, within seven (7) calendar days of date of such notification, name its representative.

The two (2) parties so selected shall, within seven (7) days of the appointment of the second of them, meet for the purpose of selecting a Chairman for the Arbitration Board and in the event that they are unable to agree as to the appointment of the Chairman, he shall be appointed by and upon application to the Minister of Labour of the Province of Saskatchewan.

No person who has been discharged, no member of Council shall be appointed to the Board of Arbitration. Findings of such Arbitration Board shall be binding upon both parties concerned.

- (c) Each of the parties shall bear the expense of the Arbitrator appointed by it and the parties will jointly bear the expense of the Chairman of the Arbitration Board, if any.
- (d) Each of the parties shall be responsible for the cost of its witnesses in accordance with the arrangements it has made with its witnesses.
- (e) After the Arbitration Board has been chosen by the foregoing procedure, it shall meet with all members present and hear the evidence of both parties. The decision of the majority shall be final and binding on the parties and upon the employee affected by it.
- (f) A Board of Arbitration shall not deal with more than one (1) grievance without the mutual consent of the City and the Union.
- (g) The Board of Arbitration shall not have the power to add to, subtract from, or modify in any way the terms of this Agreement. The Arbitration Board may consider only the particular issue or issues presented to it, and its decision must be based solely on the interpretation of the provisions of this Agreement.

- (h) Should the parties agree to a single arbitrator, this clause as set out above shall apply to arbitration.

ARTICLE 19 – SICK PAY, OCCUPATIONAL INJURY,  
MEDICAL LEAVE-OF-ABSENCE, SUPERANNUATION

(a) Sick Pay

- (1) Each full time Fire Fighter having more than 90 days' service with the City shall be entitled to one shift per month to a maximum of 12 sick shifts per year, non-accumulative, except as determined by the City.
- (2) For any illness that requires an employee to be absent for 4 consecutive shifts, the employee may be considered to be on short-term disability.
- (3) The employee shall be responsible to report to his immediate supervisor in any absence due to illness prior to the beginning of each shift.
- (4) Employees may use sick time to attend a doctor/dentist appointment in the City of Yorkton when no other arrangements can be made. Appointments outside of the City of Yorkton must be accompanied by an appointment card and sick time will only be paid for such purpose if a practitioner is not available in the City of Yorkton.
- (5) No claim for sick pay in excess of four consecutive shifts shall be allowed unless and until the employee making such claim produces a certificate signed by a duly qualified practitioner certifying that the employee was unable, by reason of medical illness, to perform his duties for the period during which the claim was made.
- (6) The City reserves the right to require a certificate signed by a duly qualified medical practitioner where sick leave absence is from one to three shifts. When the City invokes its right to request such a certificate for one shift of paid sick leave and the employee has utilized less than three shifts of annual sick leave, the City shall reimburse the employee the cost of obtaining the medical certificate to a maximum of \$25.00 upon proof of payment. Employees shall provide a medical certificate after three shifts of sick leave absence at their own expense.
- (7) The City reserves the right to have a medical practitioner, designated by the City Manager, make an examination at any time when deemed advisable. The cost of such examination shall be paid by the Employer. An employee

incapacitated by illness caused by misconduct on his part will not receive pay for such illness.

- (b) As a condition of employment, all employees shall enroll in the City's benefit plan relating to group life insurance, long-term disability, accidental death and dismemberment, dental and health. With the exception of long-term disability, these premiums will be cost shared with the City and the employee on a 50/50 basis. The City shall continue to design and administer the plan to offset any future premium increases. Prior to benefit design changes being implemented, the City shall notify the Union's Group Benefits Representative for input.
- (c) As a condition of employment all employees shall enroll in the long-term disability portion of the plan and shall pay 100% of the premium.
- (d) The City, at its sole discretion, may decide to self-insure short-term disability in accordance with its administrative policy. It is agreed that the City shall, at its sole discretion, design and administer this plan. If the City wishes to discontinue the self insured arrangement, it shall provide the Union thirty (30) days written notice of its intent to do so and in that event the premiums for a standard insured short-term disability policy shall be cost-shared with the City and the employee on a 50/50 basis.
- (e) All employees shall enroll in the Saskatchewan Municipal Employees Pension Plan in accordance with the provisions of the plan.
- (f) The City shall provide the Association with benefit plan booklets and copies of the above contracts as soon as they are available.

#### ARTICLE 20 – HOLIDAYS

- (a) Every employee shall be entitled to an annual vacation as set forth in the Statutes of the Province of Saskatchewan, being *The Labours Standards Act* and amendments thereto.
- (b) Vacation Times are as follows:
  - 1. Employees who have been in the employ of the City for a continuous period of one (1) year shall receive twelve (12) working shifts and twelve (12) working shifts for each consecutive year of service thereafter.

2. Employees who have been in the employ of the City for a continuous period of ten (10) years shall receive sixteen (16) working shifts and sixteen (16) working shifts for each consecutive year of service thereafter.
  3. Employees who have been in the employ of the City for a continuous period of twenty-three (23) years shall receive twenty (20) working shifts and twenty (20) working shifts for each consecutive year of service thereafter.
- (c) Employees shall submit their vacation requests by March 1<sup>st</sup> of each year.
  - (d) Vacation schedules shall be mutually arranged among the employees and the Fire Chief, with due consideration being given to the efficient operation of the Department and shall be posted by May 1<sup>st</sup> of each year.
  - (e) Upon reasonable notice and mutual agreement between the employee and the Fire Chief, changes may be made to the vacation schedule after May 1<sup>st</sup> of each year.
  - (f) A working shift represents one (1) working day being ten (10) hours on a day shift and fourteen (14) hours on a night shift.

#### ARTICLE 21 – MANAGEMENT’S RIGHT CLAUSE

The Union acknowledges that it is the duty and right of the City of Yorkton:

- (a) To manage the City of Yorkton 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, layoff, 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.
- (b) Administer the Collective Agreement in good faith and in a manner consistent with the Agreement as a whole.

#### ARTICLE 22 – CUSTOM AND USAGE CLAUSE

Existing working conditions of an historic nature not specifically mentioned in this Agreement, and as established as a result of 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.

## ARTICLE 23 – ACTING CAPTAIN

The City of Yorkton agrees that when a Captain is absent, an Acting Captain shall be appointed to the platoon and the Acting Captain shall be paid the Captain's hourly rate as provided for in Schedule 'A' while performing the duties of a Captain.

## ARTICLE 24 – SHIFT CHANGING

It is hereby understood and agreed that the employees coming under this Agreement shall have the privilege of arranging for six (6) shift changes during each twelve (12) month period. Employees may apply in writing to the Fire Chief requesting a shift change that would be in excess of six (6) shift changes during each twelve (12) month period and stating the reasons for the shift change.

All requests for the shift changing must be in writing to the Fire Chief, on a form to be supplied by the Fire Chief, and it must be clearly understood that the basis of all shift changes is that the changes will be paid back within a one (1) year period and that no claim will be made for overtime or for any other benefits under any law of the Province of Saskatchewan which would accrue solely because of the shift change, and further, all arrangements in connection with shift changing must be approved by the Fire Chief, 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 25 – CLOTHING

- (a) The employer agrees to provide each regular full-time member of the Department on initial issue of the following clothing articles:

### **Bunker Gear**

1. One (1) fire fighter's helmet
2. One (1) fire fighter's turnout coat
3. One (1) fire fighter's bunker pant
4. One (1) fire fighter's balaclava
5. One (1) pair of fire fighter's gloves
6. One (1) pair of fire fighter's mitts
7. One (1) pair of fire fighter's boots
8. Two (2) pairs of Nomex coveralls

### **Uniform**

9. One (1) double breasted blazer
10. One (1) patrol jacket
11. Two (2) pairs of trousers
12. Two (2) permanent press dress shirts
13. One (1) tie
14. One (1) peak forage cap
15. One (1) badge per employee
16. One (1) uniform parka
17. One (1) pair of safety boots or shoes
18. Three (3) t-shirts
19. One (1) Sweat shirt

- (b) When any of the required clothing articles, in the opinion of the Occupational Health and Safety Committee, no longer meets an appropriate, acceptable standard, the article shall be replaced by the employer. The employer may, at his discretion, repair any clothing article prior to its replacement, providing the repaired article meets an appropriate acceptable standard as agreed to by the Occupational Health and Safety Committee. Where the Occupational Health and Safety Committee cannot come to an agreement respecting a clothing matter, it shall be referred to the Fire Chief for his decision.
- (c) All fire fighters resigning or terminating employment with the City shall turn in all clothing articles to the Fire Chief on their last day of work. Retiring members of the Department shall be entitled to retain their uniform articles.
- (d) Each employee in the Department will receive a thirty-five (\$35.00) dollar per year dry-cleaning allowance to be paid on each and every year.

### **ARTICLE 26 – EMPLOYEE WORKING CONDITIONS**

- (a) All resolutions and bylaws of City Council that affect the Union or the working conditions of the Union, shall be forwarded by the City Clerk to the Recording Secretary of the Union in writing.
- (b) Employees shall be expected to carry out all the duties that are now and may be delegated by the City.
- (c) The City shall, before requiring the employees within the bargaining unit to perform duties not already being performed by them, give the Union written notice of new duty or duties required; and the Union shall within seven (7) days of the receipt of such notice, advise the City Manager in writing if the Union wishes a

meeting with the City Manager and the Fire Chief for the purpose of discussing the additional duty or duties.

- (d) The City agrees that the Union shall have the right to grieve a new duty or duties under Article 17 – Grievance Procedure.
- (g) Should a grievance be filed and proceed to Arbitration, the City and the Union both agree that a Board of Arbitration shall have no authority to impose any change in wage rates in respect to such new duty or duties.

#### ARTICLE 27 – RETROACTIVE APPLICATION

It is understood and agreed that any employee who has terminated his services with the City prior to the signing of this agreement, except for reason of superannuation or death, shall not be entitled to the retroactive conditions of this Agreement.

#### ARTICLE 28 – TERM OF AGREEMENT

This Agreement shall be deemed to have come into force and shall take effect from the 1<sup>st</sup> day of January 2008, and it shall continue in force until the 31<sup>st</sup> day of December, 2012, and from year to year thereafter, unless either party gives written notice to terminate or renegotiate this Agreement not less than thirty (30) days and not more than sixty (60) days prior to the anniversary date of this Agreement.

#### ARTICLE 29 – NO STRIKE – NO LOCKOUT

The Association hereby agrees that during the life of this Agreement, there will be no strike, slow down, stoppage of work, or any withdrawal of normally provided services and the City agrees that during the life of this Agreement there will be no lockouts, and the Association shall not forfeit their rights to final binding arbitration, according to *The Fire Department's Platoon Act*.

#### ARTICLE 30 – DRIVER'S DISQUALIFICATION

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 Chiefs.

ARTICLE 31 – NO CONTRACTING OUT

Except to the extent and to the degree agreed upon by the parties, and except in the case of an emergency, no work customarily performed by an employee covered by this agreement shall be performed by another employee of the Corporation, or by a person who is not an employee of the Corporation.

It is understood that the provisions of this clause shall not prohibit the employment of Auxiliary Fire Fighters, to the extent established by custom and usage, or otherwise fetter the City’s authority pursuant to *The Urban Municipalities Act, 1984*, S.S. 1983-84, c. U-11.

ARTICLE 32 – UNION PLEDGE

The Union agrees that each employee shall faithfully, honestly and willingly serve the City to the best of his skill and ability and exercise and lend his best efforts and endeavours in the protection and promotion of the City’s interests.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_.

FOR THE UNION

FOR THE CITY

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
CITY CLERK

**SCHEDULE "A"**

**January 1, 2008 - 4.5%**

		<b>Hourly Rate</b>	<b>Bi-weekly Rate</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>
Probationary	70%	\$16.69	\$1,401.54	\$3,036.68	\$36,440.11
1st Year	75%	\$17.88	\$1,501.65	\$3,253.58	\$39,042.98
2nd Year	80%	\$19.07	\$1,601.76	\$3,470.49	\$41,645.84
3rd Year	90%	\$21.45	\$1,801.98	\$3,904.30	\$46,851.57
4th Year	100%	\$23.84	\$2,002.20	\$4,338.11	\$52,057.30
10th Year	105%	\$25.03	\$2,102.31	\$4,555.01	\$54,660.17
Captain	110%	\$26.22	\$2,202.42	\$4,771.92	\$57,263.03
Captain NFPA 1021 - Level I	115%	\$27.41	\$2,302.53	\$4,988.82	\$59,865.90
Captain NFPA 1021 - Level I & II	120%	\$28.60	\$2,402.64	\$5,205.73	\$62,468.76

**January 1, 2009 - 4.5%**

		<b>Hourly Rate</b>	<b>Bi-weekly Rate</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>
Probationary	70%	\$17.44	\$1,464.61	\$3,173.33	\$38,079.91
1st Year	75%	\$18.68	\$1,569.23	\$3,399.99	\$40,799.91
2nd Year	80%	\$19.93	\$1,673.84	\$3,626.66	\$43,519.90
3rd Year	90%	\$22.42	\$1,883.07	\$4,079.99	\$48,959.89
4th Year	100%	\$24.91	\$2,092.30	\$4,533.32	\$54,399.88
10th Year	105%	\$26.15	\$2,196.92	\$4,759.99	\$57,119.87
Captain	110%	\$27.40	\$2,301.53	\$4,986.66	\$59,839.87
Captain NFPA 1021 - Level I	115%	\$28.64	\$2,406.15	\$5,213.32	\$62,559.86
Captain NFPA 1021 - Level I & II	120%	\$29.89	\$2,510.76	\$5,439.99	\$65,279.85

**January 1, 2010 - 4.5%**

		<b>Hourly Rate</b>	<b>Bi-weekly Rate</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>
Probationary	70%	\$18.22	\$1,530.52	\$3,316.13	\$39,793.51
1st Year	75%	\$19.52	\$1,639.84	\$3,552.99	\$42,635.90
2nd Year	80%	\$20.82	\$1,749.17	\$3,789.86	\$45,478.30
3rd Year	90%	\$23.43	\$1,967.81	\$4,263.59	\$51,163.09
4th Year	100%	\$26.03	\$2,186.46	\$4,737.32	\$56,847.87
10th Year	105%	\$27.33	\$2,295.78	\$4,974.19	\$59,690.27
Captain	110%	\$28.63	\$2,405.10	\$5,211.06	\$62,532.66
Captain NFPA 1021 - Level I	115%	\$29.93	\$2,514.43	\$5,447.92	\$65,375.05
Captain NFPA 1021 - Level I & II	120%	\$31.24	\$2,623.75	\$5,684.79	\$68,217.45

**January 1, 2011 - 4.5% plus COLA**

		<b>Hourly Rate</b>	<b>Bi-weekly Rate</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>
Probationary	70%	\$19.04	\$1,599.39	\$3,465.35	\$41,584.22
1st Year	75%	\$20.40	\$1,713.64	\$3,712.88	\$44,554.52
2nd Year	80%	\$21.76	\$1,827.88	\$3,960.40	\$47,524.82
3rd Year	90%	\$24.48	\$2,056.36	\$4,455.45	\$53,465.42
4th Year	100%	\$27.20	\$2,284.85	\$4,950.50	\$59,406.03
10th Year	105%	\$28.56	\$2,399.09	\$5,198.03	\$62,376.33
Captain	110%	\$29.92	\$2,513.33	\$5,445.55	\$65,346.63
Captain NFPA 1021 - Level I	115%	\$31.28	\$2,627.57	\$5,693.08	\$68,316.93
Captain NFPA 1021 - Level I & II	120%	\$32.64	\$2,741.82	\$5,940.60	\$71,287.23

Effective January 1, 2011, all annual rates of pay shall be increased by the greater of:

- i. four and one-half percent (4.5%) as per the above
- OR
- ii. four and one-half percent (4.5%), plus the amount by which the Consumer Price Index (CPI) percent change as published by Statistics Canada for Saskatchewan that exceeds four and one-half percent for the 12 month period ending on December 31, 2011.

The calculation will be as follows:

Consumer Price Index (CPI) percent change for December 31, 2011– Wage increase of 4.5% = COLA.

Schedule “A” for January 1, 2011 is subject to change should there be a Cost of Living Adjustment, which would also result in a change for Schedule “A” for January 1, 2012 – 4.5%.

**January 1, 2012 - 4.5% plus COLA**

		<b>Hourly Rate</b>	<b>Bi-weekly Rate</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>
Probationary	70%	\$19.90	\$1,671.37	\$3,621.29	\$43,455.51
1st Year	75%	\$21.32	\$1,790.75	\$3,879.96	\$46,559.47
2nd Year	80%	\$22.74	\$1,910.13	\$4,138.62	\$49,663.44
3rd Year	90%	\$25.58	\$2,148.90	\$4,655.95	\$55,871.37
4th Year	100%	\$28.42	\$2,387.67	\$5,173.27	\$62,079.30
10th Year	105%	\$29.85	\$2,507.05	\$5,431.94	\$65,183.26
Captain	110%	\$31.27	\$2,626.43	\$5,690.60	\$68,287.23
Captain NFPA 1021 - Level I	115%	\$32.69	\$2,745.82	\$5,949.27	\$71,391.19
Captain NFPA 1021 - Level I & II	120%	\$34.11	\$2,865.20	\$6,207.93	\$74,495.16

Effective January 1, 2012, all annual rates of pay shall be increased by the greater of:

- i. four and one-half percent (4.5%) as per the above
- OR**
- ii. four and one-half percent (4.5%), plus the amount by which the Consumer Price Index (CPI) percent change as published by Statistics Canada for Saskatchewan that exceeds four and one-half percent for the 12 month period ending on December 31, 2012.

The calculation will be as follows:

Consumer Price Index (CPI) percent change for December 31, 2012 – Wage increase of 4.5% = COLA

Schedule “A” for January 1, 2012 is subject to change should there be a Cost of Living Adjustment.

**SCHEDULE "B"**  
**YORKTON FIRE DEPARTMENT – 42 HOUR WEEK WORK SCHEDULE**  
**2 PLATOONS – 4 SHIFTS – 10 & 14 HOUR WORK PERIODS**  
**SCHEDULE ROTATES EVERY 16 WEEKS**

FOR THE WEEK OF	SHIFT	SUN	MON	TUE	WED	THU	FRI	SAT	
	8 am – 6 pm		1	1	3	3	4	4	1
	6 pm – 8 am		2	2	1	1	3	3	4
	8 am – 6 pm		1	2	2	4	4	3	3
	6 pm – 8 am		4	1	1	2	2	4	4
	8 am – 6 pm		2	2	1	1	3	3	4
	6 pm – 8 am		3	3	2	2	1	1	3
	8 am – 6 pm		4	1	1	2	2	4	4
	6 pm – 8 am		3	4	4	1	1	2	2
	8 am – 6 pm		3	3	2	2	1	1	3
	6 pm – 8 am		4	4	3	3	2	2	1
	8 am – 6 pm		3	4	4	1	1	2	2
	6 pm – 8 am		1	3	3	4	4	1	1
	8 am – 6 pm		4	4	3	3	2	2	1
	6 pm – 8 am		2	2	4	4	3	3	2
	8 am – 6 pm		1	3	3	4	4	1	1
	6 pm – 8 am		2	1	1	3	3	4	4
	8 am – 6 pm		2	2	4	4	3	3	2
	6 pm – 8 am		1	1	2	2	4	4	3
	8 am – 6 pm		2	1	1	3	3	4	4
	6 pm – 8 am		3	2	2	1	1	3	3
	8 am – 6 pm		1	1	2	2	4	4	3
	6 pm – 8 am		4	4	1	1	2	2	4
	8 am – 6 pm		3	2	2	1	1	3	3
	6 pm – 8 am		4	3	3	2	2	1	1
	8 am – 6 pm		4	4	1	1	2	2	4
	6 pm – 8 am		3	3	4	4	1	1	2
	8 am – 6 pm		4	3	3	2	2	1	1
	6 pm – 8 am		2	4	4	3	3	2	2
	8 am – 6 pm		3	3	4	4	1	1	2
	6 pm – 8 am		1	1	3	3	4	4	1
	8 am – 6 pm		2	4	4	3	3	2	2
	6 pm – 8 am		1	2	2	4	4	3	3

## **SCHEDULE “C”**

### **PHYSICAL FITNESS STANDARD**

{ Article 14(e) and (f) }

#### **TEST #1 – LADDER CLIMB AND DESCENT**

With the telesquirt parked in the lot west of the fire hall and ladder extended to the top of the hose drying tower, at least one rung past the raised portion of the tower roof, the applicant is to don a complete set of turn-out gear as supplied, a breathing apparatus minus the face piece, and be assisted on with the safety belt. One man, the Deputy Fire Chief, is to be placed on top of the hose tower for safety and assisting the applicant dismounting the telesquirt ladder and mounting the ground ladders for descent.

Do you have any questions?

**NOTE: This test to be done without hesitation.**

#### **TEST #2 – BLOCKED OUT FACE PIECE MAZE**

##### **INSTRUCTION TO CANDIDATE:**

You will be dressed in full turn-out gear complete with breathing apparatus, with the face piece blacked out, and sent into a darkened room set up in a maze. You are to find your way out of the room. There is only one way in and one way out.

Again, you are being timed. Time will begin on my command and shall cease when you exit the room.

You are not permitted to remove the breathing apparatus face piece from your face. To do so is an immediate failure and the testing will be discontinued.

You must keep the face piece on for a minimum of three (3) minutes. Removal of the face piece before three (3) minutes constitutes a failure and further testing will be discontinued.

Do you have any questions?

##### **BLOCKED OUT FACE PIECE MAZE:**

- Full turn-out gear
- Complete breathing apparatus
- Face mask blacked out
- Hose is not to be connected to the air supply

## SCHEDULE "C" continued

### **TEST #3 – HOSE TOWER ROPE PULL**

You are to climb to the top of the wall ladder and stand on the platform at the top of the hose tower.

On my command you are to begin to raise the rolled length of hose to the top of the hose tower as demonstrated.

This exercise is to be repeated four (4) complete repetitions. Should you feel you are unable to complete this exercise inform the man beside you that you are unable to continue.

Failure to complete this exercise will mean discontinuing further testing of endurance and consideration of employment at this time.

You must wear this helmet, these gloves and raise and lower the coil of hose in a hand over hand method. You are not permitted to allow the rope to slide through your grip.

**NOTE: Raising and lowering the coil of hose must be completed in a continuous fashion. STOPPING IS NOT PERMITTED.**

### **TEST #4 – HOSE LOADING**

#### **APPLICANT'S INSTRUCTIONS:**

You are to wear this turn-out gear jacket, this safety helmet and these work gloves.

You must pick up these four (4) lengths of hose, one at a time and place them on top of the hose bed of this truck.

The hoses have been stacked one on top of the other fifteen (15) feet behind the truck as indicated by the marker.

You must move as quickly as possible and complete this exercise.

#### **AGILITY TEST:**

This test is to demonstrate your agility in that you are required to step up onto the tailgate of the truck and step back down.

You are required to pick up these four (4) lengths of rolled hose, one at a time, proceed to the back of the truck, step up and place the hose on top of the hose bed. Once all four lengths have been placed on the hose bed you are to remove each length and return them to the original starting position.

Do you have any questions?

**NOTE: This exercise must be completed in a continuous fashion. STOPPING IS NOT PERMITTED.**

## **SCHEDULE “C” continued**

### **TEST #5 – NOZZLE HOSE CONNECT**

You must remove the discharge port caps from this hydrant and connect the two (2) gated wye valves to the ports. You must uncoil the one and one-half (1½) inch lines and attach the colour coded line to the proper valve. You must attach the colour coded pistol grip nozzle to the proper line.

Your time starts when you remove the hydrant wrench from the top spindle nut.

- Safety helmet
- Work gloves
- Turn-out gear jacket

### **TEST #6 – HOSE DRAG**

#### **APPLICANT’S INSTRUCTIONS:**

You are to wear this turn out gear jacket, this safety helmet and these work gloves. Beginning at this point you are to pick up the hose coupling and place the hose over your left shoulder so that the coupling comes to rest in the middle of the small of your back (demonstrate) as quickly as possible proceed to the next set of couplings, pick up the hose and place the hose on your right shoulder so that the coupling is again in the small of your back, advance to the third coupling, pick up the hose and place the hose on your left shoulder so that the coupling is again in the small of your back, continue to pick up the hose and place the hose on opposite shoulders until you have picked up the three hundred (300) feet of hose. Once all the hose has been picked up you are to perform a street drag for a distance of fifty (50) yards. This is the distance between two (2) markers.

#### **HOSE STREET DRAG:**

This test demonstrates overall body strength. You are required to pick up the three hundred (300) feet of two and one-half (2½) inch hose in the manner being demonstrated and advance a distance of fifty (50) yards while dragging the hose.

Do you have any questions?

**NOTE: Your time will commence on my command.**

**SCHEDULE “D”**

**PHYSICAL FITNESS STANDARD**  
{ Article 14(e) and (f) }

**YORKTON FIRE DEPARTMENT**

**MEDICAL CLEARANCE FORM**

I, \_\_\_\_\_, have read the attached  
(physician’s name)

information sheets regarding the six (6) phase job-related physical testing program at the  
Fire Hall, City of Yorkton.

I do not know of any medical or physical reason that would preclude

\_\_\_\_\_ from completing this testing procedure.  
(patient’s name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Physician’s Signature