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# COLLECTIVE AGREEMENT BETWEEN:

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CITY OF WEYBURN

AND

WEYBURN PROFESSIONAL FIRE FIGHTERS ASSOCIATION

LOCAL 2989



EFFECTIVE  
JANUARY 1, 2021 TO DECEMBER 31, 2023

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THIS AGREEMENT ENTERED INTO THIS 25<sup>th</sup> DAY OF MARCH, A.D., 2022, BETWEEN:

THE CITY OF WEYBURN  
(hereinafter called "The City")

OF THE FIRST PART

- and -

THE WEYBURN PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
LOCAL 2989  
(hereinafter called "The Association")

OF THE SECOND PART

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

**ARTICLE 1: INTERPRETATION**

- 1.1 "City" means the Corporation of the City of Weyburn, Saskatchewan.
- 1.2 "Council" means the Elected Council of the City of Weyburn.
- 1.3 "Employer" means the City of Weyburn.
- 1.4 "City Manager" means the City Manager of the City of Weyburn.
- 1.5 "Fire Chief" means the Fire Chief of the Weyburn Fire Department or his designated representative.
- 1.6 "Fire Fighter" means any person employed by the City of Weyburn in the Fire Department as per the Certification Order, who is assigned to fire protection or fire prevention, & includes Probationary Fire Fighters , but does not include Volunteer Fire Fighters.
- 1.7 "Employee" means any Fire Fighter of the Association covered by the Certification Order.
- 1.8 "Probationary Fire Fighter" means an employee who has not completed the period of probationary service with the Weyburn Fire Department.
- 1.9 "Association", and/or "Union" mean the Weyburn Professional Fire Fighters Association Local 2989, of the International Association of Fire Fighters.
- 1.10 "Vacation year" means the period commencing pay period one in each year and ending on the last pay period of the year (26).
- 1.11 "Shift" means the period from 0800 hours to 1800 hours, and the period from 1800 hours to 0800.
- 1.12 "Tour" means the four or five consecutive shifts an employee is scheduled to work.

- 1.13 "Service" means the period during which employment with the employer continues without a break exceeding one hundred eighty two (182) calendar days.
- 1.14 "Just Cause" is a legitimate reason and includes a real cause or basis for dismissal as distinguished from an arbitrary whim or caprice; that is, some cause or ground that a reasonable employer, acting in good faith in similar circumstances, would regard as a good and sufficient basis for terminating the services of an employee.
- 1.15 Wherever the singular or masculine is used in this Collective Bargaining Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

## **ARTICLE 2: SCOPE**

- 2.1 Scope: This Agreement shall apply to all employees employed in the Fire Department by the City of Weyburn, Saskatchewan, except the Fire Chief, and Deputy Fire Chief.
- 2.2 Purpose: The purpose of this Collective Bargaining Agreement is to secure for the City, the Association and the employees of the City, the full benefit of orderly and legal Collective Bargaining, and to ensure to the utmost extent possible, the safety and physical welfare of the employees, economy of operation, quality and quantity of output and protection of property. It is recognized by the Collective Bargaining Agreement to be the duty of the City and the Association and the employees to cooperate fully, individually and collectively, for the advancement of said conditions.
- 2.3 Compliance: The City and the Association agree to abide by the terms set out in this Agreement. The Association further agrees that it will at all times instruct its employees to act in accordance with the terms contained in this Collective Bargaining Agreement. The City agrees in the exercise of the functions of Management, that the provisions of this Collective Bargaining Agreement will be carried out.

## **ARTICLE 3: RECOGNITION**

- 3.1 City of Weyburn: The City of Weyburn recognizes the Weyburn Professional Fire Fighters Association Local 2989 as the sole collective bargaining agent of the employees who are covered by this Agreement and the City hereby consents and agrees to negotiate with the Weyburn Professional Fire Fighters Association Local 2989 or with representatives elected or appointed by said Association, in any and all matters within the scope of this Agreement or any matters involving the interpretation of this Agreement.
- 3.2 Association: The Association recognizes the responsibility of its members to perform faithfully and diligently their respective duties for the City and at all times to carry out their individual responsibilities according to the regulations, methods and procedures established by the City.
- 3.3 Savings Clause: Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction such

invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect.

- 3.4 Customs and Usage: Existing working conditions of a historical nature not specifically mentioned in this agreement, and as established as a result of Customs & Usage, shall continue in full force and effect and shall not be altered during the lifetime of this agreement except by mutual consent.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

- 4.1 The management of the City and direction of the working force including the right to plan, direct and control operations to maintain the discipline and efficiency of the members and to require members to observe the City's rules and regulations to hire, lay-off or relieve members from duties, to suspend, demote, transfer, promote, discipline and discharge members for just cause are to be the sole right and function of the City.
- 4.2 The enumeration of management rights as set out above shall not exclude other functions not specifically set forth. The City therefore, retains all rights not otherwise specifically covered in this agreement.
- 4.3 In exercising the above rights, the City shall act in good faith and shall not evade or alter any of the specific provisions of this agreement.

#### **ARTICLE 5: ASSOCIATION SECURITY**

- 5.1 Association Membership: Every employee who is now, or hereafter becomes a member of the Association/Union, shall maintain his membership in the Association/Union as a condition of his employment and every new employee, whose employment commences hereafter, shall, within thirty (30) calendar days after the commencement of his employment, apply for and maintain membership in the Association/Union as a condition of his employment.
- 5.2 Personal Agreements: No employee shall be required or permitted to make a written or verbal agreement with the employer or his representative which may conflict with the terms of the Collective Bargaining Agreement.
- 5.3 Dues Check-Off: Upon written request from any employee, the City shall deduct monthly Association dues so authorized from the wages owed. The total sum deducted is to be remitted to the Treasurer of the Association or to the bank account so designated by the Association, within ten (10) calendar days of the deduction being made. Each month, the City shall furnish the Association with a written list of the employees from whom such deductions have been made.
- 5.4 Bulletin Boards: The City agrees to allow the union to install a bulletin board for the sole use of the Association, in a suitable location easily accessible to the employees for the purpose of posting

appropriate notices of interest to the Association. The employer, or its agents, shall not remove any notices from this board, for any reason.

5.5 New Employees: The City shall notify the Association, in writing, within five (5) business days of the hiring of any new employees within the scope of this Agreement.

5.6 Association Representation: All employees shall have the right to union representation when meeting with the employer or their representative, should the employer wish to meet with an employee over discipline or action that may result in discipline or for investigative purposes.

5.7 All employees shall be paid every two weeks. Should any pay day fall on a statutory holiday, the payment day will be the previous business day.

#### **ARTICLE 6: DUES CHECK-OFF**

Upon written request from any member, the City shall deduct bi-weekly Association dues so authorized from the wages owed. The total sum so deducted is to be remitted to the Treasurer of the Association or to the bank account so designated by the Association, within ten (10) days of the deduction being made. Each pay period, the City shall furnish the Association with a written list of the members from whom such deductions have been made.

#### **ARTICLE 7: LEAVE OF ABSENCE (WITHOUT PAY)**

7.1 Members selected as delegates to attend Labour Conventions or business meetings in connection with the affairs of the Association, upon giving not less than two (2) weeks' written notice, may be granted leave of absence without pay for a period not to exceed two (2) weeks. Such leave of absence will be granted only insofar as they do not interfere with the regular operation of the Department. The City reserves the right to limit the number of delegates to one (1).

7.2 Written applications for leaves of absence without pay for personal reasons may be granted at the discretion of the City Manager.

7.3 The maintenance of member benefit plans during leave of absence without pay shall be conditional upon the terms of the benefit plan concerned and upon payment of the full cost by the member.

7.4 A member on leave of absence without pay shall not be eligible for sick leave benefits, vacation pay nor payment of statutory holidays which fall during the authorized period of absence.

#### **ARTICLE 8: COMPASSIONATE & SPECIAL LEAVE (WITH PAY)**

8.1 Pressing Necessity —Pressing necessity is defined as an obligatory event calling for immediate action. It is therefore a privilege that may only be granted to an employee encountering an emergent personal situation involving a death or sickness in the immediate family. Members of the immediate family shall

include parent, spouse, brother, sister, child, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law. All other personal situations may be dealt with through other alternatives, i.e. time-in-lieu, vacation, or absence without pay.

Each request will be assessed using the following guidelines:

- (a) Death in Immediate Family - Employees who experience a death in the immediate family may request a leave up to a maximum of three (3) days to attend the funeral.
  - (i) For employees having passed their probation period and having worked less than five (5) years of full-time equivalent employment; three (3) days per year may be granted without affecting their accumulated sick leave.
  - (ii) After five (5) years of full-time equivalent employment; such leaves will not affect their accumulated sick leave.

An employee may be granted an additional two (2) days' time off as a charge against their accumulated sick leave, where the funeral is held more than six hundred and forty (640) kilometres or four hundred (400) road miles from Weyburn.

At the request of a supervisor, an employee may be asked to provide verification of dates and relationship to the deceased. (i.e. funeral card)

- (b) Pallbearer - An employee may be granted one (1) day, time off as a charge against his accumulated sick leave to attend a funeral as a pallbearer, providing notice in writing is given twenty-four (24) hours in advance.
- (c) Emergency or Serious Illness in the Immediate Family - The employee may request leave to attend to emergent or serious illness in the immediate family; however, it should be limited to time necessary to make arrangements for the care of the patient. Such time off will be charged against his accumulated sick leave.
- (d) Procedure - All requests must be completed in writing and approved by the Fire Chief, or in his absence, the City Manager . Full and adequate information should be provided (to assist in making a decision) on the standard form.

To be eligible, an employee must have acquired seniority and have sufficient sick leave credits.

- 8.2 (a) Every employee, who is qualified to vote in a Federal, Provincial or Civic election may, while the polls are open on polling day, have such time off as may be required by the applicable Elections Act.

- (b) The hours for voting referred to in paragraph (a) above shall be at the convenience of the City.

**8.3 Public Office Leave:**

- a) The Employer shall, upon application by an employee, grant to the employee reasonable leave of absence from their employment, without pay, with the employer to seek nomination as a candidate and to be a candidate for municipal, provincial or federal election and shall, upon the expiration of the leave of absence, allow the employee to continue their employment. While on such leave, an employee shall not lose accumulated seniority and benefits connected with seniority, but shall not earn seniority and benefits during the leave.
- (b) The Employer shall, upon application by an employee, grant to the employee reasonable leave of absence from their employment with the Employer, if the employee has been elected to a Municipal, Provincial or Federal Government, for such period during the employee's term of office as may be necessary for the employee to fulfill the duties of their office and shall, upon the expiration of the leave of absence, allow the employee to continue their employment. While on such leave, an employee shall not lose accumulated seniority and benefits connected with seniority, but shall not earn seniority and benefits during the leave (as long as the leave is greater than 30 days).

**8.4 Compensate and Special leave with pay**

When the Union requires a leave of absence for officers of the Union, they shall apply to the Fire Chief or his designate a minimum of seven (7) days' in advance of the days required. Such leave shall be granted, with pay, provided the leave of absence does not unreasonably 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. If compensation is to be paid to the stand-in, such compensation shall be paid by the Association and in this event the Association shall indemnify the City should any claim be made against it for compensation.

**ARTICLE 9: GRIEVANCE PROCEDURE**

- 9.1 Definition: A grievance shall be defined as any dispute between the City and any member(s) regarding the interpretation, meaning, operation or application of this agreement.
- 9.2 Violation(s): Any grievance submitted shall specify the article and section of the agreement alleged to have been violated, the circumstances and occurrence leading to the alleged violation and the redress or adjustment requested.

- 9.3 **Timings:** No grievance shall be considered which is not presented within seven (7) business days after the event or circumstances giving rise to the complaint came to the attention of, or, should have come to the attention of the member or members concerned.
- (a) The seven (7) business days shall commence at 0800 hours on the business day immediately following the event or circumstances giving rise to the complaint came to the attention of, or should have come to the attention of the member or members concerned, and shall terminate on business day seven (7) at 1630 hours.
- (b) Reference to business days shall mean Monday to Friday, excluding statutory holidays.
- 9.4 **Procedure:** Where a grievance does arise, the parties to this agreement shall make an earnest effort to resolve such difference through the following procedures:
- Step 1:** The Association, within seven (7) business days of the alleged grievance, shall submit a written report to the Fire Chief indicating the alleged grievance. Within seven (7) business days of receipt of the submission, the Chief shall render his decision in writing.
- Step 2:** If the decision is not deemed satisfactory to the Association, the Association may, within seven (7) business days of receipt of the Fire Chiefs decision, submit a written appeal of said decision to the City Manager. The City Manager shall, within seven (7) business days, render a decision in writing to the Association.
- Step 3:** If the decision of the City Manager is unsatisfactory, either party may request a Board of Arbitration be convened to settle said dispute. Such requests must be made within ten (10) business days of the City Manager's decision.
- 9.5 **Written Decisions:** Written decisions shall include reasons for the decision in all steps of the grievance procedure.
- 9.6 **Failure to Comply with Article 9:** Should the City fail to reply within the time limits required in this Article, the Association shall have the right to proceed to the next step. Should the Association fail to proceed to the next step within the time limits required by this Article, the grievance shall be deemed to be withdrawn.
- 9.7 **Extensions:** The time limits specified in Article 9.4 may be extended by written agreement of the City and the Association.
- 9.8 **Single Arbitrator:** Notwithstanding the provisions of Article 9.4 hereof, the City and the Union may, by mutual consent, waive the provision to refer the grievance to a Board of Arbitration and elect to take the grievance to a single Arbitrator whose decision shall be final and binding and enforceable on all parties

in the same manner as set out in Article 9.4. It is agreed that each party shall share equally the expenses of the Arbitrator.

## **ARTICLE 10: ARBITRATION PROCEDURE**

- 10.1 Requesting Arbitration: The party requesting arbitration shall notify the other party of the name of their appointee to an Arbitration Board. Within five (5) business days of receipt of such written notice, the party so notified will notify the other party of their appointee to the Arbitration Board. The two appointees shall meet as soon as practical but unless otherwise agreed between the City and the Association within a period of ten (10) business days and jointly select a Chairperson.
- 10.2 Chairperson: If the appointees cannot agree upon a Chairperson or fail to do so, the Minister of Labour for the Province of Saskatchewan shall, upon the written request of either party, appoint a Chairperson.
- 10.3 Jurisdiction of Arbitration Board: The Arbitration Board, convened to hear a grievance dispute, shall not have jurisdiction to alter, add to, subtract from this agreement or to substitute any new provisions in lieu thereof or to give any decision inconsistent with the terms of this agreement or to deal with any matter not covered by this agreement.
- 10.4 Decision of Arbitration Board: The Arbitration Board shall hear and determine the grievance and the decision shall be final and binding on both parties.
- 10.5 Expenses: The Association and the City shall bear the expenses of their own appointee and shall share equally the fee and expenses of the Chairperson.

## **ARTICLE 11: SICK LEAVE**

Definition: Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, quarantined, or because of an accident for which compensation is not payable under the *Workers' Compensation Act* and includes such paid time for absence from work due to check-ups and other preventative health care as well as specialist referrals. Employees will be paid for all hours absent on sick leave up to an employee's accumulated sick leave credits. Deductions will be made from accumulated sick leave credits for all hours so paid.

- 11.2 Accumulation: An employee who has completed six (6) months' probation shall accumulate sick leave credits on the basis of twelve (12) hours for each month worked, retroactive to date of commencement of employment, to a maximum of twelve hundred eighty (1280) hours.
- (a) Sick leave credits shall not continue to accumulate following a continuous one (1) month absence on sick leave and/or other paid leave of absence, including Workers' Compensation. No sick leave credits shall accumulate during unpaid leaves of absence.

- 11.3 Notification: Every employee who may be absent from duty on account of sickness or injury shall notify the Fire Chief before the hour they are scheduled to report for work, and no employee shall be entitled to benefits in respect of sickness or injury prior to such notification unless the delay shall be shown to have been unavoidable and satisfactory evidence of disability is furnished.
- 11.4 Evidence of Illness: Members may be required to produce a medical certificate signed by a duly qualified medical practitioner, certifying that the said employee was unable to perform his duties due to personal illness or injury if it is determined by the Human Resources Manager that a pattern of sick leave exists or the absenteeism rises above the workplace average where the cause cannot be attributed to a singular period of extended illness. Employees on a long term illness shall notify their employer as soon as possible of their expected date of return to work.
- 11.5 Call for Examination: The employer reserves the right to call for an examination at any time by a physician designated by the employer if such procedure is deemed advisable. The cost of the examination shall be at the expense of the employer. The employee may choose to have a second medical opinion at his own expense.

## **ARTICLE 12: WORKER'S COMPENSATION**

- 12.1 Supplement: When an employee is injured in the performance of his duties during working hours, the City shall supplement the *Workers' Compensation Board* payments by such amount that the award of the *Workers' Compensation Board* for loss of wages, together with the supplement by the City, will be equal to one hundred percent (100%) of the employee's regular net wage for the period of disability. The City shall deduct from the supplementary payment, such normal tax and other deductions required each pay period. This payment shall continue for a period not in excess of one (1) year, provided that in no case shall the combined payments from the City and *Workers' Compensation Board* exceed the normal net earnings of the employee.
- 12.2 Vacation Pay Accrued: Vacation pay shall accrue only on the compensation paid by the City as referred to above.

## **ARTICLE 13: HEALTH and SAFETY**

- 13.1 Occupational Health and Safety: The Association shall appoint one (1) member to the *Occupational Health Committee*. The duties of the Committee are defined in *Occupational Health & Safety Regulations*. The Association's appointee or designate shall be permitted to attend all meetings on his regularly scheduled shifts. The time and date of the meetings shall be approved by the Fire Chief two weeks in advance of the selected dates in accordance with OH&S Regulations.

- 13.2 **No Discrimination:** In accordance with the Act, no discriminatory action shall be taken against any worker by reason of the worker's participation in or association with any functions of the Occupational Health Committee at their place of employment.
- 13.3 **Right of Employee:** An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are unusually dangerous to their health or safety or the health and safety of any other person at the place of employment until the Occupational Health Committee or Occupational Health Officer has investigated the matter and advised the employee otherwise.
- 13.4 **Facilities:** The Employer will continue to provide and maintain as far as practicable, suitable first aid equipment and facilities, lunchroom, locker, washroom, shower and sanitary facilities, and the Union agrees to co-operate fully with the Employer in the maintenance of this service.
- 13.5 **Rules:**
- (i) The Employer agrees that, in co-operation with the Union, a set of safety rules shall be set up at the earliest possible time, which will adequately cover all hazardous phases of the Employer's operation and that such rules, prepared in booklet form, shall be mandatory on all parties affected. Such rules shall be subject to change from time to time through negotiations and agreement between the parties to this agreement.
  - (ii) The Employer further agrees that an adequate educational program be instituted and maintained to ensure that such safety rules be understood and adhered to by all members of the staff.
- 13.6 **Medical Exams:** All employees covered by this Agreement, as well as new employees, may be required to have a medical examination, and it is further agreed and understood that any employee may be called upon at any time for a medical examination. All fees in this connection shall be paid by the Employer.

**ARTICLE 14: HOLIDAYS**

- 14.1 **Holiday:** The following days shall be observed as statutory holidays as paid for in accordance with *The Saskatchewan Employment Act:*

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	Saskatchewan Day	Christmas Day
Easter Monday	Labour Day	Boxing Day

and any day proclaimed a holiday by Federal, Provincial, or Civic authorities.

- 14.2 **Holidays Observed**

Each holiday shall be observed on the actual calendar day on which it falls. If any Federal or Provincial Act permits a holiday to be observed on any other day than the actual day in which it falls, and the option to observe the holiday on the actual calendar day is permitted, then the holiday shall be observed on the actual calendar day on which the holiday falls.

**ARTICLE 15: ANNUAL VACATIONS**

15.1 Vacation Time Credits: Vacation time credits shall be earned on the following basis:

Less than 1 year of service - 10 hours per month

After 1 year of service - 126 hours — 10 1/2 shifts

After 8 years of service - 168 hours — 14 shifts

After 17 years of service - 210 hours — 17 1/2 shifts

After 25 years of service - 210 hours — 17 1/2 shifts plus in the year of retirement or voluntary resignation, an additional 30 hours of vacation pay

15.2 Calculating Vacation Pay: With respect to each tour of vacation to which an employee is entitled, vacation pay shall be calculated on the following basis:

- a) Any new employee not having completed a year of service prior to January 1 shall be allowed vacation according to the proportion of that year employed without a break in seniority.
- b) Any employee becoming eligible for increased vacation time credits but not having completed a full 8, 17, or 25 years of service prior to January 1 shall be allowed a proportionate amount of additional vacation credits and pay.
- c) It is understood that for the purpose of calculating vacations pay entitlements, service shall not include any unpaid time absence from work and shall be adjusted in accordance with Article 12.2, Workers' Compensation.

15.3 Carry-Over: An employee's vacation entitlement shall be taken annually, provided however that in order to enable an extended continuous vacation period an employee may opt to carry over up to two (2) tours of vacation to be taken together with the vacation to which they are ordinarily entitled during the following vacation year, unless denied by the Fire Chief. Such permission/approval shall not be unreasonable withheld. If said permission/approval is withheld the Association shall be provided with a written explanation.

- (a) Where this vacation option is exercised, the pay for the vacation carried over will, if requested, be paid to the employee as soon as he becomes entitled to pay for each such week of vacation to be

carried over. Any request for carryover shall be made in writing to the Fire Chief not later than December 31' of the year in which the vacation entitlement should be taken.

- 15.4 Pay on Termination: An employee who leaves the employer's service, and has not received their accrued annual vacation and/or portion thereof, shall be allowed pay in lieu of earned vacation as calculated above.
- 15.5 Vacation Time: Every effort shall be made to ensure that annual vacation periods shall be between May 1st and October 31'.
- (a) The prime vacation period will be between June 1" and August 31'.
- 15.6 Summer Vacation: Requests for Annual Vacation during prime vacation period shall be scheduled not less than thirty (30) calendar days prior to the first day of the prime vacation period.
- (a) Every effort shall be made to ensure all employees receive a minimum of one (1) tour of duty of vacation during the prime vacation period.
- 15.7 Annual Vacation: Requests for annual vacations for periods other than the prime vacation period shall be made, a minimum of five (5) business days in advance.
- 15.8 Less than One Tour: Requests for vacation time of less than one (1) tour may be approved at the Fire Chief's discretion.
- 15.9 Illness During Vacation: An Employee taken ill or meeting with an accident within one month prior to the period in which such employee has been scheduled to take vacation shall be allowed to postpone said vacation to a later date. The Union will work co-operatively with the employer to ensure rescheduling of employees is attained.
- 15.10 Optional Pay Out: Where an employee has been on leave of absence due to sick leave, *Workers' Compensation* coverage, maternity leave, etc., during the vacation period referred to in Article 15.5, the employee may request a pay-out or vacation pay based on the following formula:
- (a) For each tour of duty in excess of three (3) tours of duty absence, the employee may receive a pay out for each tour of duty vacation pay or fraction thereof.
- (b) An employee exercising this option shall waive the right to take the earned vacation days off which are paid out.
- 15.11 Scheduling: Annual vacations shall be regulated as mutually agreed between the City and the Association.

## **ARTICLE 16: SENIORITY**

- 16.1 **New Employee:** A new employee of the Fire Department shall be considered a Probationary Fire Fighter for one (1) year full time equivalent (2184 hours) from the date of the commencement of their employment.
- (a) The City shall ensure that Fire Fighters receive the training necessary to ensure that the Fire Fighter is able to carry out safely any emergency operations that the Fire Fighter will be expected to carry out.
  - (b) Failure to pass all tests within the probationary period will be grounds for dismissal, without the right of grievance. The Fire Chief may provide written reasons upon request of the terminated employee.
  - (c) Upon successful completion of the twelve (12) month probationary period by the employee, if considered qualified for the position of Fire Fighter by the Fire Chief, seniority shall be established retroactive to the day of their commencement of employment.
- 16.2 This article pertains to employees hired after January 1, 2002. Following the probationary period, the firefighter shall serve one (1) year full time equivalent (2184 hours) in each of the following classifications:
- (a) 4<sup>th</sup> Class Firefighter,  
3<sup>rd</sup> Class Firefighter, and  
2<sup>nd</sup> Class Firefighter
  - (b) Before advancing to 3<sup>rd</sup> Class Firefighter, the member shall successfully complete Fire Inspector Level I & II (NFPA 1031).
  - (c) Before advancing to 2<sup>nd</sup> Class Firefighter, the member shall complete Dangerous Good Technician Level Certification (NFPA 472).
  - (d) Before advancing to 1st Class Firefighter, the member shall complete Incident Safety Officer (NFPA 1521).
  - (e) After completion of the aforementioned training and time requirements, the member shall advance to the 1st Class Firefighter classification.
  - (f) The City shall make every effort to ensure that the members have adequate opportunity to complete training.
- 16.3 **Break in Seniority:** An employee's seniority shall be considered broken only by reason of:
- (a) Dismissal for just cause;

(b) Voluntary resignation unless such resignation is withdrawn within two (2) business days after it has been tendered or the employer accepts a later withdrawal of the same;

(d) Continuous lay-off due to lack of work for a period in excess of six (6) months; -

Failure to report within fifteen (15) business days of receipt of written notice at the employee's current address of recall from a lay-off, or forthwith upon termination of a leave of absence unless, in either case, the employee can give a satisfactory reason for failure to report in reasonable time; provided that in the case of a recall from lay-off such recall is for a work period exceeding fifteen (15) business days. The employee shall keep the employer advised as to their current address; and

(e) Termination of employment due to retirement.

16.4 Seniority Accumulation: Seniority shall accumulate on the basis of days worked. Employees shall be allowed to exercise their seniority rights only within this bargaining unit.

#### **ARTICLE 17: PROMOTIONS AND VACANCIES**

17.1 Vacancies and new positions within the scope of this agreement shall be posted on the bulletin board and members shall be allowed seven (7) days in which to make written application for such vacancies or new positions.

17.2 Vacancies and new positions within the scope of this agreement shall be filled on the basis of merit, ability and fitness as determined by the City, to perform the work satisfactorily. Where merit, ability and fitness are comparable and sufficient the senior applicant will be selected.

17.3 A member transferred or promoted to a new position shall be on a probationary period of three (3) months. If the member is required to revert to their former position during this period, they shall receive their former rate of pay.

17.4 Out-of-Scope Vacancies - The City reserves the unfettered right to make all appointments to the positions of

Fire Chief and Deputy Fire Chief without regard to any claims of seniority hereunder. All out-of-scope positions within the Fire Department will be posted in the Fire Hall at the same time it is posted elsewhere

#### **ARTICLE 18: SAFETY AND HEALTH**

18.1 It is agreed that Safety Regulations are necessary to protect the best interests of members and conformance with them shall be a condition of employment with the City.

- 18.2 Occupational Health Committee: The Association shall appoint one (1) member to the Occupational Health Committee. The duties of the Committee are defined in the Act.
- 18.3 Medical Exams: All members may be required to have a medical examination at commencement of duties or at any time directed by the City. Where the examination is directed by the City, other than at commencement of duties, the fees shall be paid by the City.

## **ARTICLE 19: CLOTHING**

- 19.1 The City agrees to provide the firefighters the following clothing of types determined by the Fire Chief:
- (a) Firefighter protective clothing to meet the requirements of the Occupational Health and Safety Regulations in effect on the date of issue.
  - (b) Station wear uniform clothing of types that shall include, but not be limited to:
    - safety boots
    - pants
    - shirts
    - tie
    - jacket
    - winter parka
    - coverall or shop coat
    - head wear
- 19.2 All clothing and boots supplied by the City shall remain the property of the City, and on being replaced or on termination of the member, shall be returned to the City unless waived by the Fire Chief.
- 19.3 The City shall be responsible for the repair of boots and clothing as approved by the Fire Chief upon request of any firefighter, and his determination in that regard shall be deemed conclusive.
- 19.4 Uniforms and work clothing, including safety footwear, shall be worn while on duty. Uniforms and work clothing shall not be worn for activities that are not related to Fire Department duties as determined by the Fire Chief.

## **ARTICLE 20: HOURS OF WORK & OVERTIME**

- 20.1 Work Week: In compliance with *The Saskatchewan Employment Act*, the work week shall consist of:
- (a) Two (2) ten (10) hour days shifts, 0800 hours to 1800 hours, followed by:  
Two (2) fourteen (14) hour night shifts, 1800 hours to 0800 hours, followed by:  
Five (5) consecutive calendar days off.  
Two (2) ten (10) hour day shifts, 0800 hours to 1800 hours, followed by:  
Three (3) fourteen (14) hour night shifts, 1800 hours to 0800 hours, followed by:  
Four (4) consecutive calendar days off.

Three (3) ten (10) hour day shifts, 0800 hours to 1800 hours, followed by:

Two (2) fourteen (14) hour night shifts, 1800 hours to 0800 hours, followed by:

Five (5) consecutive calendar days off.

- (b) Fire Fighters will work an average of forty-two (42) hours per week, over a sixteen (16) week period, as per Article 21.1(d) hereunder.
- (c) The Fire Chief shall draw up the shift schedule and shifts will rotate as per sample duty roster as indicated hereunder or such other schedule as may be mutually agreed. The sixteen (16) week period shall commence at 0800 hours on the Monday, that Shift A is starting its first shift of its tour of duty.

(d) Shift Schedule: Effective August 30, 2004

Week #1	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	A	B	C	D
Day Shift (D)	A	A	C	C	B	B	B	48	30	62	28
Night Shift (N)	D	D	A	A	C	C	C				
Week #2 (D)	D	D	A	A	C	C	C	62	28	30	48
(N)	B	B	D	D	A	A	A				
Week #3 (D)	B	B	D	D	A	A	A	30	48	28	62
(N)	C	C	B	B	D	D	D				
Week #4 (D)	C	C	B	B	D	D	D	28	62	48	30
(N)	A	A	C	C	B	B	B				
Week #5 (D)	A	A	C	C	B	B	B	48	30	62	28
(N)	D	D	A	A	C	C	C				
Week #6 (D)	D	D	A	A	C	C	C	62	28	30	48
(N)	B	B	D	D	A	A	A				
Week #7 (D)	B	B	D	D	A	A	A	30	48	28	62
(N)	C	C	B	B	D	D	D				
Week #8 (D)	C	C	B	B	D	D	D	28	62	48	30
(N)	A	A	C	C	B	B	B				
Week #9 (D)	A	A	C	C	B	B	B	48	30	62	28
(N)	D	D	A	A	C	C	C				
Week #10 (D)	D	D	A	A	C	C	C	62	28	30	48
(N)	B	B	D	D	A	A	A				
Week #11 (D)	B	B	D	D	A	A	A	30	48	28	62
(N)	C	C	B	B	D	D	D				
Week #12 (D)	C	C	B	B	D	D	D	28	62	48	30
(N)	A	A	C	C	B	B	B				
Week #13 (D)	A	A	C	C	B	B	B	48	30	62	28
(N)	D	D	A	A	C	C	C				
Week #14 (D)	D	D	A	A	C	C	C	62	28	30	48
(N)	B	B	D	D	A	A	A				
Week #15 (D)	B	B	D	D	A	A	A	30	48	28	62
(N)	C	C	B	B	D	D	D				
Week #16 (D)	C	C	B	B	D	D	D	28	62	48	30
(N)	A	A	C	C	B	B	B				

- 20.2 **Other Hours:** Hours performed by employees other than during the regular hours of work provided in this Article shall constitute overtime and be subject to Article 20.5, except as otherwise expressly provided in this collective agreement.
- 20.3 **Shift Exchanges:** Employees shall be entitled to exchange shifts or parts of shifts provided a minimum of one weeks' notice is given to the Fire Chief. Under no circumstances shall the use of this option create any additional cost to the City that would not otherwise exist. The one week notice period may be waived in emergent situations.
- 20.4 **Overtime for Hours Worked on Days off:** Hours performed by employees other than during the regular hours of work provided in this Article shall constitute overtime and be subject to Article 20.5, except as otherwise expressly provided in this collective agreement.

- 20.5 **Overtime Pay:** Employees required to work their scheduled day or days off, except where a higher rate of overtime is provided for in this Agreement, shall receive one and one-half (1 1/2) times their regular rate of pay for the first three (3) hours worked on such days off or time and one-half (1 1/2) off in lieu thereof, and for all additional hours worked in excess of three (3) shall receive two (2) times their regular rate of pay or double time off in lieu thereof.
- (a) No payment shall be granted for overtime periods of less than fifteen (15) minutes.
  - (b) However, when overtime in excess of and including fifteen (15) minutes is worked, payment for the first fifteen (15) minutes shall be included, and
  - (c) Overtime shall be rounded to the nearest fifteen (15) minutes.
- 20.6 **Recall & Call Back:** Notwithstanding the forgoing provisions of Article 20, where Fire, Flood or other disaster occurs that requires the services of additional Fire Fighters, the Fire Chief may recall to duty any Fire Fighters who are not on duty, excluding employees on vacation. Employees recalled or called back to duty at any time before or after their regular work period shall be paid in accordance in Article 20.5.
- (a) Employees required to work their scheduled day or days off shall be paid in accordance with Article 20.5.
  - (b) When a Fire Fighter responds to a fire, or other emergency, while working a regularly scheduled shift and the end of their regularly scheduled shift is nearing, the Fire Chief may choose to keep the employee at the emergency.
  - (c) If the Fire Chief chooses to replace the Fire Fighter in 20.7 (b) with the on-coming employee the Fire Fighter shall be free of duty no later than fifteen (15) minutes after the hour in which their shift was scheduled to end or Article 20.5 will apply.
- 20.7 **Training — Off duty Hours:** When a member, other than a member applying for recruit training, on their regular day off, is attending a course/seminar the member shall be paid time and one half (1 1/2) their regular rate of pay for only those hours in attendance at a workshop, training session, conference, seminar or meeting approved by the Fire Chief.
- 20.8 **Time in Lieu:** Time in lieu shall be taken when it is convenient to the Fire Department work load and with the permission of the Fire Chief. If said permission is withheld the Association shall be provided with a written explanation.
- (a) Time off shall be taken at a time mutually agreed upon by the Fire Chief and the employee. Under no circumstances shall time in lieu or payment for overtime be carried forward to January of the following year unless the overtime occurs during the last pay period of December,

- (b) In the event the Fire Chief and the employee are unable to reach an agreement as to when the time off will be taken, the City may opt to pay out the employee at the applicable rates set forth in Article 20.

20.9 When requested by the Fire Chief, a member attending a Weekly Fire Practice (usually Wednesday evenings) on their regularly scheduled day off will be compensated at time and one half (1 1/2) for the hours worked. The time can be paid out or banked. A minimum of one hour will be credited for attending these meetings.

20.10 When requested by the Fire Chief, a member attending a staff meeting on their regularly scheduled day off will be compensated at time and one half (1 1/2) for the hours worked. The time can be paid out or banked. A minimum of one hour will be credited for attending these meetings. The Fire Chief shall provide the fire fighters with a minimum of one week advance notice to the members.

## **ARTICLE 21: RETIREMENT**

21.1 Normal Retirement Date: All employees shall retire upon attaining the age of sixty (60) years.

21.2 Optional Retirement Dates:

- (a) An employee may request in writing the continuance of their service past the age limit specified in Article 21.1 above in extenuating circumstances and shall include a medical document indicating the employee meets a reasonable occupational requirement. Approval to extend employment shall be at the discretion of the City.
- (b) An employee may request in writing to voluntarily retire at any time after reaching their 55<sup>th</sup> birthday without lost of right then earned or accrued in respect to the group pension plan.

## **ARTICLE 22: SUSPENSION & DISMISSAL**

22.1 Suspension: An employee may be placed on suspension without pay for a period of time, for just cause, by the employer. Suspension and reasons for the suspension shall be provided by the employer in writing to the employee and Association. The employee shall have all the rights as provided by Article 9 of this Agreement.

22.2 Investigation: Where the conduct of an employee is considered by the employer to warrant dismissal, the employee shall be considered suspended pending an Association investigation, provided such investigation be completed within five (5) business days of the effective date of the suspension. Refer to Article 9 of this Agreement for steps and timings and it is understood that the notice of dismissal may be waived or modified by mutual agreement between the City and the member concerned.

22.3 Discipline: No member of the bargaining unit will be called before Management to discuss discipline without Association representation, unless waived by the Association in writing.

- 22.4 **Misconduct:** For misconduct, absence without leave not due to sickness, or for refusal or willful neglect to carry out the lawful instructions of the Fire Chief, any employee may be suspended pending dismissal without notice or benefits they would otherwise have on retirement, or with such notices and allowances as the City Manager/Clerk may authorize; however, the employee shall have all the rights as provided by Article 9 of this Agreement. Where the City feels the conduct of a member warrants a letter of reprimand to be placed on the member's permanent file the practice shall be to provide the expression of dissatisfaction in writing and with Association representation, unless waived by the Association in writing.
- 22.5 **Personnel Record:** Members shall have the right to inspect their file (excluding employment references) by arrangement with the Fire Chief, and make copies of performance appraisals and disciplinary letters.
- 22.6 **Termination of Service:** Notwithstanding the time at which or the manner in which a member is paid, every member shall, unless they are dismissed for just cause, be entitled to receive written notice, as outlined below, that their services are no longer required and, in turn, each member shall, unless otherwise permitted by the Fire Chief, be required to give fourteen (14) calendar days written notice of their intention to terminate their employment with the City.

Less than 1 year	- 4 shifts
1 year or more but less than 3 years	- 12 shifts
3 years or more but less than 5 years	- 21 shifts
5 years or more but less than 10 years	- 28 shifts
10 years or more	- 35 shifts

**ARTICLE 23: MISCELLANEOUS**

- 23.1 **Outside Employment:** No member shall become engaged in any other employment or business for gain without first advising the Fire Chief. It is understood and agreed that such outside employment shall not create a conflict of interest, reflect negatively on the image of the City, or affect the member's ability to report for duty in fit condition for work.
- 23.2 **Notice re: Benefit Plan:** The Association shall be informed by the City of all proposed changes to the pension, group insurance and any other member benefit plan.
- 23.3 **Education and Training:** Where a member desires to improve their knowledge of fire work by home study, courses, they may apply to City Council for assistance by stating the name of the course, costs and the time required (prior to enrolling in said course). The City may bear 75% of the cost of tuition, fees, texts and approved out of pocket expenses for members enrolled in courses, and the member shall

suffer no loss of pay or holiday credits when attending seminars, review sessions or writing examinations.

23.4 **Driver's Qualification:**

- (a) All members shall, immediately upon being disqualified from holding a valid Class 3A driver's license, notify the Fire Chief. Such disqualification will result in suspension without pay for the duration of the revoked license.
- (b) The City will pay for all exams, medical and/or any other expenses associated with acquiring, holding and/or maintaining any Saskatchewan license greater than Class 5 if deemed necessary by the City.

23.5 **Indemnification:** The City will indemnify any member of the Association from any action, claim, cause or demand whatsoever that may be made or rise out of the member carrying out their duties as an employee of the Fire Department, except for such action constitutes a willful or wanton disregard or a willful or wanton dereliction of his duty as an employee of the Fire Department.

23.6 **Legal Counsel:** Any employee, who is personally charged in Federal or Provincial Court or is called before a Coroner's Court as a result of the faithful performance of their duties, shall be granted the services of the City's Solicitors without charge.

23.7 **Court Witness:** When an employee is subpoenaed as a Court Witness in a matter related to their employment with the City of Weyburn, the employee shall not suffer any loss of pay while so serving, provided the witness fee is paid to the City except when the employee is subpoenaed as a result of personal misdemeanors. When an employee is required in Court while on a scheduled day of rest in a matter related to their employment with the City, the employee shall be paid in accordance with Article 20. Should the Court date fall during his annual vacation the employee shall have the option of rescheduling said vacation.

23.8 **Jury Duty:** When an employee is subpoenaed for Jury Duty, the employee shall not suffer any loss of salary, wages or benefits while so serving, provided the indemnity paid by law is paid to the City.

23.9 **Printing:** The City agrees to provide one (1) copy of a new or revised Collective Bargaining Agreement to each employee. The Association may obtain additional copies by reimbursing the City for their cost.

23.10 The Association and the City agree to the establishment of a Labor Management Committee, with representation from each party which will meet at least quarterly to discuss matters affecting the operation or the Fire Department. It shall not deal with matters normally the subject of regular collective bargaining.

## **ARTICLE 24: TECHNOLOGICAL CHANGE**

24.1 The City agrees to comply with the provincial labour legislation pertaining to technological change.

## ARTICLE 25: DURATION

25.1 This agreement shall come into force and take into effect from the first day of January, 2021 and shall remain in force until the thirty-first day of December 2023 and thereafter from year to year, unless either party gives written notice to terminate or renegotiate this agreement, in which case this agreement shall remain in effect until the signing of a new or revised agreement. Such notice shall be given in writing, not less than sixty (60) days nor more than one hundred-twenty (120) days prior to the expiry date of this collective bargaining agreement.

## ARTICLE 26: SCHEDULE OF WAGES

(Annual rates based on 2,184 hours per year)

Effective January 1, 2021 (1.0%)

	Index	Annual	Hourly
Probationary - 1st Year	80%	\$63,073.34	\$28.88
4th Class - 1 Year	85%	\$67,015.42	\$30.68
3rd Class - 1 Year	90%	\$70,957.50	\$32.49
2nd Class - 1 Year	95%	\$74,899.59	\$34.29
1st Class	100%	\$78,841.67	\$36.10
10th Year	105%	\$82,783.75	\$37.90

Effective July 1, 2021 (0.65%)

	Index	Annual	Hourly
Probationary - 1st Year	80%	\$63,483.31	\$29.07
4th Class - 1 Year	85%	\$67,451.02	\$30.88
3rd Class - 1 Year	90%	\$71,418.73	\$32.70
2nd Class - 1 Year	95%	\$75,386.43	\$34.52
1st Class	100%	\$79,354.14	\$36.33
10th Year	105%	\$83,321.85	\$38.15

Effective January 1, 2022 (1.0%)

	Index	Annual	Hourly
Probationary - 1st Year	80%	\$64,118.15	\$29.36
4th Class - 1 Year	85%	\$68,125.53	\$31.19
3rd Class - 1 Year	90%	\$72,132.91	\$33.03
2nd Class - 1 Year	95%	\$76,140.30	\$34.86
1st Class	100%	\$80,147.68	\$36.70
10th Year	105%	\$84,155.07	\$38.53

Effective July 1, 2022 (0.85%)

	Index	Annual	Hourly
Probationary - 1st Year	80%	\$64,663.15	\$29.61
4th Class - 1 Year	85%	\$68,704.60	\$31.46
3rd Class - 1 Year	90%	\$72,746.04	\$33.31
2nd Class - 1 Year	95%	\$76,787.49	\$35.16
1st Class	100%	\$80,828.94	\$37.01

10th Year	105%	\$84,870.39	\$38.86
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Effective January 1, 2023 (1.30%)

	Index	Annual	Hourly
Probationary - 1st Year	80%	\$65,503.77	\$29.99
4th Class - 1 Year	85%	\$69,597.76	\$31.87
3rd Class - 1 Year	90%	\$73,691.74	\$33.74
2nd Class - 1 Year	95%	\$77,785.73	\$35.62
1st Class	100%	\$81,879.71	\$37.49
10th Year	105%	\$85,973.70	\$39.37

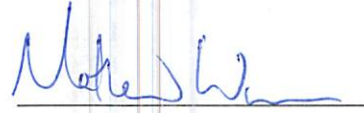
Effective July 1, 2023 (1.0%)

	Index	Annual	Hourly
Probationary - 1st Year	80%	\$66,158.81	\$30.29
4th Class - 1 Year	85%	\$70,293.73	\$32.19
3rd Class - 1 Year	90%	\$74,428.66	\$34.08
2nd Class - 1 Year	95%	\$78,563.59	\$35.97
1st Class	100%	\$82,698.51	\$37.87
10th Year	105%	\$86,833.44	\$39.76

Signed this 25 Day of March, 2022



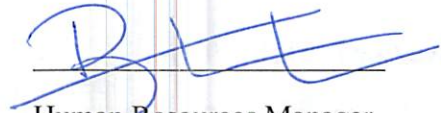
President, Weyburn Professional Fire Fighters



City Manager



Secretary, Weyburn Professional Fire Fighters



Human Resources Manager