

AGREEMENT BETWEEN
THE CITY OF ST. ALBERT



and

THE ST. ALBERT FIRE FIGHTERS UNION
I.A.F.F. Local 2130



January 1, 2015
to
December 31, 2017

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MEMORANDUM OF AGREEMENT

Between:

The Corporation of the City of St. Albert hereinafter referred to as "**The City**"

Of the First Part

- and -

The St. Albert Fire Fighters Union on behalf of the members thereof employed by the Corporation of the City of St. Albert hereinafter referred to as "**The Union**"

Of the Second Part

1.0 PURPOSE OF THIS AGREEMENT

- 1.01** This Agreement is entered into by and between the City of St. Albert, hereinafter referred to as "the City" and the St. Albert Fire Fighters Union, Local 2130 of the International Association of Fire Fighters, hereinafter referred to as "the Union". The City and the Union recognize the need to maintain and enhance the quality of service while providing safe and efficient service to the public.
- 1.02** It is the purpose of this Agreement to promote the mutual interests of the City and the Union, to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours, and other conditions of employment.
- 1.03** The City and the Union agree that the Fire Department shall operate in accordance with Alberta human rights legislation and City policies that support human rights legislation implementation within the work environment. In addition, there shall be no discrimination, interference, restriction or coercion against a member convicted of an offence for which he/she has been pardoned or based on his/her membership, or participation, in a labour organization.

2.0 AGREEMENT APPLICATION & DURATION

- 2.01** Both parties of this agreement are bound by the prevailing statute legislation as well as this collective agreement.
- 2.02** If any provisions of this Agreement, or the application of such provisions, should be modified, rendered, or declared invalid by any Court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.
- 2.03** A Letter of Understanding must be signed and dated by the President and the Secretary of the Union Executive, the Fire Chief and the Director of Human Resources. Should the City and the Union enter into a Letter of Understanding regarding an issue, the Letter of Understanding shall be attached to, and become a part of the Collective Agreement, and shall remain in effect for the life of the Agreement, or until such date as the parties agree it shall terminate. The Letter of Understanding may be incorporated into successive Agreements with mutual agreement of the City and the Union.
- 2.04** The term of the Agreement shall be three years, beginning on January 1, 2015 and ending December 31, 2017 and shall remain in force thereafter until such time as a new Agreement is signed.
- 2.05** In the event, that the City and the Union fail to negotiate a new Agreement within the period referred to in Article 2.04 (unless such period is extended by mutual consent) the parties agree to allow the dispute to be dealt with under the provision and in accordance with the terms of the Labour Relations

Code or any successor legislation, including any amendments which may be made to the Code during the life of this Agreement.

3.0 UNION SECURITY & RECOGNITION

- 3.01** The City recognizes the Union as the exclusive bargaining agent of the employees covered by this Agreement with respect to rates of pay, hours of work, pensions and other terms and conditions of employment or service.
- 3.02** The employer agrees to check off Union Dues under the Rand formula. These dues shall be forwarded to the Union at the end of the first pay period of each month, together with a list of members from whom the deductions have been made.
- 3.03** All employees of the St. Albert Fire Department, excluding the Fire Chief, the Deputy Fire Chief(s), Assistant Chief - Medical Liaison, Emergency Management Coordinator and Administrative Assistant(s), shall become members of the St. Albert Firefighters Union as a condition of their employment. Eligible employees shall seek and obtain membership with SAFFU within 1 (one) month of successfully completing their probationary period.
- 3.04** If during the term of this Agreement a change occurs which would in any way create or constitute a new employer to govern the members of this bargaining unit, the provisions of this Agreement shall be binding upon the new employer with respect to members under this Agreement. In the event that any of the other members of the new employer are represented by another union, the representation rights and status quo of this Union shall be maintained until a final determination is made by the Alberta Labour Relations Board as to the proper representation and working conditions of the combined group.

4.0 MANAGERIAL RESPONSIBILITIES

- 4.01** The Union recognizes that it is the function of the City to exercise the regular and customary function of management and to direct the working forces of the City in a fair and reasonable manner, subject to the terms of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.
- 4.02** In December of each year, the City shall provide the Union with a promotional seniority list showing the date upon which each member's service commenced in that particular Branch.
- 4.03** In December of each year, the City shall provide the Union with a vacation seniority list showing the date upon which each member's service commenced with the City.

5.0 EMPLOYMENT CONDITIONS

- 5.01** All promotions, staff changes, layoffs and rehiring shall be based on promotional seniority and ability to perform bona fide occupational requirements.
- 5.02** The Union shall be notified in writing of all appointments, recruitments, layoffs, transfers, platoon shift changes, recalls and terminations within the bargaining unit.

New Classifications

- 5.03** Where the City proposes to establish a new classification within the bargaining unit, the rate of pay and other related matters specifically pertinent to that classification but not covered by the Collective Agreement shall be negotiated between the City and the Union.
- 5.04** In the event that the parties fail to reach agreement within thirty (30) days of the date that the employer presents the Union with its proposal, the City shall have the right to implement its proposal and the City and the Union may continue to negotiate or refer the differences between the parties to the Grievance Procedure commencing at Step III.
- 5.05** Any subsequent adjustment in wage rates shall be retro-active to the date of the implementation of the City's proposal.

Assignment of Work

- 5.06** No Fire Department employee shall be assigned to work in the service of another employer or any other City Department, for the purpose of fulfilling the duties normally performed by an employee of that employer, or Department when the employee of that employer or other City Department is involved in a strike or lock-out. This clause in no way precludes the duty of a Fire Department employee to provide the normal services of the Fire Department as directed by the Fire Chief, or designate.
- 5.07** Members engaged in The St Albert Fire Services is a fully integrated fire service. With the exception of Officers, all Alberta College of Paramedics registered Emergency Services Personnel engaged in emergency services shall follow a rotation in this integrated service.
- An Integrated Rotation has been prepared and agreed to by the St. Albert Fire Services and the St. Albert Fire Fighters Union. The rotation works in conjunction with the roster program. This process applies to all members of the Department and must be followed in a consistent and appropriate manner.
- Administration shall maintain its right with no restrictions on the temporary usage of manpower to fulfill operational needs of the Operations and Communications branches.

Layoffs & Recalls

- 5.08** The City agrees that it shall advise the Union in writing if it plans to introduce significant technological change and shall request input from the Union regarding any concerns that it may have on behalf of the membership. In the event that the aforementioned change shall result in the layoff of a member or members, the Union shall be advised of such change at least thirty (30) days in advance of the effective date of the change.
- 5.09** In the event of a layoff within a Branch, permanent members shall be laid off in reverse order of promotional seniority and ability. Members shall be recalled in the order of their promotional seniority, provided they are qualified to do the work. No new members shall be hired until those laid off have been given an opportunity for re-employment. The City shall provide members with notice, or pay in lieu of notice, in accordance with Employment Standards.

Terminations

- 5.10** A member terminating his/her service with the City during his/her first year of employment shall be paid vacation pay in accordance with the provisions of the Alberta Employment Standards Code.

Retention of Seniority

- 5.11** A member shall not lose seniority rights if he/she is absent from work due to sickness, accident, layoff, or leave of absence approved by the City, except for as identified in Article 11.01.

Loss of Seniority

- 5.12** A member shall only lose seniority in the event:
- a) He/she is discharged for just cause and is not reinstated.
 - b) He/she resigns.
 - c) He/she fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the member to keep the City informed of his/her current address.
 - d) He/she is laid off for a period of longer than one (1) year.

6.0 WORK SCHEDULES

Emergency Services Personnel & Emergency Services Dispatchers

- 6.01** Emergency Services Personnel and Emergency Services Dispatchers shall work shift work within the Department and shall be scheduled according to the four platoon system. This system involves an eight (8) week cycle of forty-two (42) hour weeks. Within this cycle, normal tours of work shall consist of two consecutive ten (10) hour day shifts followed by two consecutive fourteen (14) hour night shifts. Please refer to Appendix E.
- 6.02** Members shall receive at least forty-eight (48) hours notice of a platoon transfer. If the City initiates the change, the disparity of hours worked shall be in favour of the member.

Chief Training & Safety Officer & Fire Prevention Officer(s)

- 6.03** The Fire Prevention Officer's hours of work shall be seventy-two (72) hours bi-weekly consisting of eight (8) hours per day, and nine (9) working days in each two-week period. These members shall receive one regular day off (Friday or Monday) bi-weekly.
- 6.04** The Chief Training hours of work shall be eighty (80) hours biweekly consisting of four (4), ten (10) hour days weekly, and eight (8) working days in each two-week period.
- 6.05** There may be occasions where the scheduled hours of work of the Chief Training & Safety Officer and the Fire Prevention Officer(s) need to be adjusted in order to accommodate job requirements such as, but not limited to, working evenings or weekends. When adjustments are necessary the incumbent shall be given no less than forty-eight (48) hours of notice of such adjustment, and such adjustments shall be compensated with equal time off during the regularly scheduled hours of work so as not to normally exceed seventy-two (72) hours of work per pay period.

Emergency Medical Services Coordinator (EMSC)

- 6.06** The Emergency Medical Services Coordinator's hours of work shall be four (4) ten (10) hour shifts Monday to Thursday inclusive 0800 hours to 1800 hours each day. For the purposes of using all forms of leave, the EMSC's shift shall be 10 hours. The EMSC shall accrue all forms of leave at the Shift Worker rate.
- 6.07** Nothing in this Agreement inhibits the right of the Fire Chief or designate to temporarily assign the E.M.S.C. to work on a platoon where Paramedic skills are required.

Temporary Training Officers

- 6.08** The Temporary Training Officer's hours of work shall be five (5) eight (8) hour days Monday to Friday inclusive, 0800 hours to 1700 hours each day with one (1) hour off for lunch for a total of forty (40) hours per week. These hours may be adjusted at the discretion of the Fire Chief or designate, in consultation with the Temporary Training Officer, to accommodate training needs.
- 6.09** When a full session (minimum of six (6) scheduled hours) of required instruction is conducted, the Temporary Training Officer shall not be required to work the twelve (12) hour shift immediately prior to, or following, that session.
- 6.10** For extended training that must be delivered beyond eight (8) of the Temporary Training Officer's regular scheduled shifts, the Temporary Training Officer's work schedule shall be mutually agreed to by the Fire Chief or designate, and the Union.

Other Day Workers

- 6.11** Unless specified elsewhere in this agreement, any person other than the E.M.S.C. required to perform day work within the Department shall work seventy-two (72) hours over the course of a two-week cycle. Where applicable, the employee shall be deemed to be a day worker for the purposes of applying other provisions of the Collective Agreement.

7.0 SAFETY & WELLNESS

- 7.01** The City and the Union places primary importance on the safety and health of the members and is committed to a strong safety program that shall protect its members, its property, and the public. The City shall maintain safe working conditions at all locations, comply with all Occupational Health and Safety legislation, and ensure its equipment and premises are safe.

Health & Safety Committee

- 7.02** The City and the Union shall establish a joint work site Health & Safety Committee. The Committee shall consist of not more than six (6) or less than (2) union members and not more than six (6) or less than (2) city members. The committee shall be co-chaired by a union appointed representative and city appointed representative.
- 7.03** The Union co-chair and the City co-chair shall ensure that copies of the minutes are recorded. The Union co-chair shall ensure the minutes are posted in the workplace.
- 7.04** The City and the Union also agree to pursue the implementation of mutually agreed recommendations of the joint work site Health & Safety Committee.
- 7.05** The City shall provide committee members with all employer information regarding health, safety, and work environment issues.
- 7.06** The Committee, or its' designates, in addition to duties under government laws and regulation shall:
- a) Establish and introduce mutually agreed upon health and safety programs and training programs.
 - b) Conduct workplace inspections in order to identify hazards in the workplace.
 - c) Investigate all incidents, dangerous occurrences or near misses and known or suspected occupational illnesses or diseases and ensure that recommendations are made to prevent reoccurrences.
 - d) Review plans for new technology, equipment, personal protective equipment, supplies, processes, materials, systems, or procedures before implementation in the workplace.
 - e) Implement hazard prevention procedures for every hazard identified in the workplace using the following hierarchy: elimination of hazard, reduction of exposure to hazard and finally control measures including use of personal protective equipment.
 - f) Review on an ongoing basis the required personal protective equipment used by members to ensure that it meets all applicable standards, fits, and is effective in its use within the workplace.

- 7.07** When a disagreement between the City and the Union members of the Health & Safety Committee occurs on any matter, or either party fails to abide by any of the health and safety clauses in this Collective Agreement, the matter shall be referred to the grievance procedures as defined elsewhere in this Collective Agreement.

Wellness & Fitness Program

- 7.08** The City and the Union shall develop and implement a Wellness and Fitness program consistent with the recommendations of the IAFC/IAFF Joint Labour Management Wellness Fitness Initiative.
- 7.09** The program shall be voluntary and non-punitive. Prior to participating in the fitness component of the program, each member must have a physical examination and provide a written evaluation from the program's physician to Department Administration.
- 7.10** Initial and annual medical assessments are part of the Wellness and Fitness program.
- 7.11** Both medical assessments (initial and annual) shall be at the employer's expense. However, every effort shall be made to schedule the medicals during the member's off-shift periods.
- 7.12** To ensure effectiveness and maintain program costs a strict cancellation policy with the service provider is in place and must be adhered to by all stakeholders. Administration, the Union and members must make every effort to attend the medical appointments. Cancellations received two (2) business days prior to the appointment shall be billed at 50% of the cost of the service. Cancellations shall be billed at 100% of the cost of the service when less than one business day cancellation notice is given or a member fails to make their appointment. All cancellation fees shall be cost shared equally between the City and the Union.
- 7.13** The program shall include: baseline fitness evaluation, individual fitness and training goals, follow-up fitness re-evaluations as required by the Fitness Team, educational in-service training and written materials on wellness topics as well as quarterly and annual group and individual achievement awards.
- 7.14** The IAFC/IAFF Joint Labour Management Wellness Fitness Initiative shall periodically review this program and compile statistical data as part of the department's annual report.

On Scene

- 7.15** Any member who is required to be on duty at the scene of a fire or other emergency situation for a period of three (3) hours or more shall be provided with adequate refreshments. The cost of such refreshments shall be limited to ten (\$10.00) dollars per person per meal. This article does not apply to hospital wait times or back-to-back calls.

Legal Assistance

- 7.16** The City shall pay all reasonable expenses and costs with respect to any civil Court action arising out of any incident involving a member of the Fire Department, provided the member at the time of such incident was acting within the scope and course of his/her employment with the City and the incident was not as a result of the gross negligence of the member.

8.0 COMPENSATION

Pay Schedule

- 8.01** The City shall pay wages bi-weekly. On each pay day each member shall be provided with an itemized statement of wages and deductions in a confidential manner.
- 8.02** The City pays members of this bargaining unit bi-weekly. This pay system consists of twenty-six (26) pay dates per year. Once every eleven (11) years, there are twenty-seven (27) pay dates. Bi-weekly pay on the years that there are twenty-seven (27) pay dates is calculated by dividing the annual salary as prescribed by this Agreement by twenty-six (26), and paying that amount on each of the twenty-seven (27) pay dates.

Regular Salary

- 8.03** Effective January 1, 2015 a one point six (1.6%) percent increase to the base rate of the First Class Emergency Services Personnel classification. All salaries for other classifications shall be adjusted as per the percentage differentials outlined in Appendix A – Ratios of Salaries to the Base Rate.
- 8.04** Effective January 1, 2016 a one point six eight (1.68%) percent increase to the base rate of the First Class Emergency Services Personnel classification. All salaries for other classifications shall be adjusted as per the percentage differentials outlined in Appendix A – Ratios of Salaries to the Base Rate.
- 8.05** Effective January 1, 2017 a one point nine five (1.95%) percent increase to the base rate of the First Class Emergency Services Personnel classification. All salaries for other classifications shall be adjusted as per the percentage differentials outlined in Appendix A – Ratios of Salaries to the Base Rate.
- 8.06** A person hired into the Department shall serve a twelve (12) month probationary period and, if acceptable, shall proceed to the first year category of their classification and proceed annually thereafter on the grid until they reach the maximum for that particular classification, as per Appendix “A” – Ratios of Salaries to the Base Rate.
- 8.07** When a temporary employee obtains a permanent position, the member shall receive credit for continuous time served towards salary increments.

Shift Differential

- 8.08** A shift differential of one (\$1.00) dollar per hour shall be paid for hours worked between 6:00 p.m. and 8:00 a.m. Shift differential shall not be paid for hours worked at premium rates including overtime and the "stat" pay premium.

Statutory or Declared Holidays

- 8.09** The following days shall be recognized as Statutory and Declared Holidays for the purpose of this Agreement:
- | | | |
|----------------|--------------|------------------|
| New Year's Day | Victoria Day | Thanksgiving Day |
| Family Day | Canada Day | Remembrance Day |
| Good Friday | Heritage Day | Christmas Day |
| Easter Sunday | Labour Day | Boxing Day |
- 8.10** All shift work members shall receive five point five four (5.54) hours on each pay date to compensate them for non-worked statutory or declared holidays. This pay shall be included in the calculation of a member's pensionable salary. Regularly scheduled members who are required to be on duty on a statutory or declared holiday shall receive an additional one-half (1/2) day's pay which shall not be considered pensionable salary.

- 8.11** The provisions for payment in lieu of a statutory or declared holiday shall be based on a twelve (12) hour day.
- 8.12** Employees assigned to day work and the E.M.S.C. shall not normally be required to work on the statutory or declared holidays noted above and shall receive the time off with no reduction in his/her regular salary. Where the holiday falls on his/her regular day off or during vacation leave the member shall receive one (1) additional day off immediately prior to or after his/her regular days off or vacation leave. Where a member in this category is requested and agrees to work on the statutory or declared holiday he/she shall be paid in addition to his/her regular days pay, twelve (12) hours of pay at his/her regular rate.
- 8.13** The payments provided for by articles 8.09 and 8.10 shall be for the actual day of the holiday and on the pay date as soon as possible following the statutory or declared holiday in question.

Service Pay

- 8.14** After five (5) years of service a member shall receive zero point four (0.4%) percent of their annual salary each year. At the commencement of each five (5) year period thereafter, the yearly amount shall increase by zero point four (0.4%) of the member's annual salary at that time. The annual amount of the service pay shall be divided by the number of pay periods during the year and then paid regularly on each pay date. Subject to Pension Plan regulations this pay shall be included in the calculation of a member's pensionable salary.

Lieu Time Bank Payouts

- 8.15** Lieu Time is recorded as hours only and does not have set dollar value.
- 8.16** The member shall be paid out for the number of hours in his/her Lieu Time Bank at the member's current permanent, or applicable temporary promotion, rate of pay on the the thirteenth (13th) pay exception period ~~twenty fifth (25th) pay period~~ of each year and at one other time during the year at a members request.

Temporary Training Officers

- 8.17** Temporary Training Officers shall be compensated for training instruction according to the following terms:
- a) Hours of development and/or preparation of course materials, completed on regular shifts shall be compensated with the Temporary Training Officer differential. This Temporary Training Officer differential is equivalent to twenty two (22%) percent of the current hourly rate of the First Class Emergency Services Personnel.
 - b) Hours of development and/or preparation completed off regular shifts must be pre-authorized by the Fire Chief or designate, and shall be compensated at two times (2.0 X) the member's regular rate of pay.
 - c) All instruction hours completed on regular scheduled shifts, shall be compensated with the Temporary Training Officer shift differential.
 - d) All instruction hours completed off regular scheduled shifts shall be compensated at twice the member's regular rate of pay.
 - e) When a twelve (12) hour shift off is given prior to, or following, the training session, additional pay as defined in Article 8.18 shall not apply.
 - e) For extended training that must be delivered beyond eight (8) of the Instructor's regular scheduled shifts, he/she shall receive the Temporary Training Officer's shift differential for all hours spent training.

Senior First Class

- 8.18** Any First Class Emergency Services Personnel who have completed ten (10) years of service shall be entitled to a senior rate of pay in accordance with the Ratio of Salaries to Base list, attached to this collective agreement.

Acting Pay

- 8.19** A member acting in a higher position shall be paid at the rate of pay for the position in which he/she is acting for the time in which he/she serves in that capacity.

Modified Work

- 8.20** Where a member's modified work plan results in a temporary transfer due to illness or injury, a member shall be paid at his/her permanent rate of pay for all hours worked.

Transfers Due To Illness or Disability

- 8.21** Where a transfer is due to illness or a disability, a member shall retain his/her existing rate of pay until such time as the rate of pay for the new position equals or surpasses that level, at which time the member shall progress on the pay scale for the new position.

Overtime

- 8.22** When a member works during other than his/her regularly scheduled hours the member shall be paid at twice his/her regular hourly rate for all hours he/she actually works.
- 8.23** The one decimal five times (1.5X) regular hourly rate of pay shall not be used to augment operational staffing levels.
- 8.24** Where a regularly scheduled shift is scheduled to end and a member is required to remain on duty beyond the end of the shift:
- a) Any time worked for the first one-half (1/2) hour shall be compensated at overtime rates for the time actually worked rounded up to the nearest one-quarter (1/4) hour.
 - b) Any time worked between the first one-half (1/2) hour and the end of the first (1st) hour shall be considered as an additional one-half (1/2) hour at the overtime rate.
 - c) Any additional overtime worked beyond the first (1st) hour shall be compensated for the time actually worked at the overtime rate rounded up to the nearest one-quarter (1/4) hour.
- 8.25** Any hours worked in excess of seventy-two (72) hours per pay period, by the Chief Training & Safety Officer and the Fire Prevention Officer(s) shall be compensated for at overtime rates as set out in the collective agreement between the City and the Union.
- 8.26** All overtime shall be paid the pay period following that in which it was earned.

Call-Ins

- 8.27** The decision to accept a call-in is voluntary at all times.
- 8.28** The minimum pay for any call-in shall be two (2) hours at the applicable overtime rate in Article 8.18. Where a member accepts a call-in he/she shall remain on duty until released by the Officer in charge. Except the following provision, all additional hours shall be paid at the rates of pay for overtime in the Agreement.
- 8.29** The City shall pay each member the sum of five (5) dollars per call-in during the period between October 1 and March 31 inclusive where the member uses his/her private vehicle to respond on a call-in.
- 8.30** If a member is called in longer than four (4) hours, and the member has requested to be released, the on-duty Captain shall, to the best of his/her ability, replace the called-in member subject to operational requirements.
- 8.31** The provisions of Article 8.24 and Article 8.25 may be pyramided with other forms of compensation except for the following provisions:

- a) If a member is in the station off-duty awaiting the commencement of his/her regularly scheduled shift, and is requested to go on duty, that member shall be paid overtime as per Article 8.22 of the Collective Agreement for the time worked prior to the commencement of the member's regularly scheduled shift.
- b) If a member is requested to report for duty early with no less than eight (8) hours notice and that member accepts such a request, then the member shall be paid overtime as per Article 8.22 of the Collective Agreement for the time worked prior to the commencement of the member's regularly scheduled shift.

Training

- 8.32** When a member is required by the City to attend training sessions outside of his/her regularly scheduled shifts the member shall be paid one decimal five times (1.5X) their regular hourly rate of pay for all hours spent in training.
- 8.33** When a shift off is given prior to or after the training session additional training pay as indicated in Article 8.28 shall not apply.

Public Relations

- 8.34** Providing Public Relations events have been authorized and pre-approved by the Fire Chief or designate, members who receive approval from the Fire Chief or designate to participate in those events outside of their regularly scheduled shifts, shall be paid at one decimal five times (1.5X) their regular hourly rate of pay for all off duty hours spent actually performing public relations duties.

Station Transfers

- 8.35** A member notified of a change to their regular station assignment while off duty, shall be paid one hour of straight time pay. This payment does not apply to overtime shifts or call-ins.

Union-City Meetings

- 8.36** When a member who is an authorized representative of the Union attends a meeting between the City and the Union on Union business, the member shall suffer no loss of pay.

Grievance Hearings

- 8.37** The City shall ensure that there shall be no loss of pay for a maximum of two (2) representatives of the Union, and the grievor, where resolution of a grievance requires their absence from their regularly scheduled shift.

Pyramiding

- 8.38** In instances of leave, vacation or training, a member shall only be entitled to receive the payment or benefit applied for. Where more than one (1) payment or benefit may apply in any given case, only one (1) payment or benefit shall be paid; should the payments or benefits differ in amount, the greater shall apply.

9.0 VACATION LEAVE

Credit for Prior Service

- 9.01** Continuous prior service with the City as a permanent employee before being employed in the bargaining unit shall be recognized for the purposes of vacation entitlement.
- 9.02** When a temporary member obtains a permanent position, the member shall receive credit for continuous time served towards vacation seniority.

Vacation Accrual - Shift Workers

- 9.03** On completion of one (1) continuous year of service with the City every shift worker shall be entitled to twelve (12) shifts annual vacation with pay.
- 9.04** On completion of eight (8) continuous years of service with the City every shift worker shall be entitled to sixteen (16) shifts annual vacation with pay.
- 9.05** On completion of sixteen (16) continuous years of service with the City every shift worker shall be entitled to twenty (20) shifts annual vacation with pay.
- 9.06** On completion of twenty-two (22) continuous years of service with the City every shift worker shall be entitled to twenty four (24) shifts annual vacation with pay.

Vacation Accrual - Day Workers

- 9.07** On completion of one (1) continuous year of service with the City every day worker shall be entitled to fifteen (15) days annual vacation with pay.
- 9.08** On completion of ten (10) continuous years of service with the City, every day worker shall be entitled to twenty (20) days annual vacation with pay.
- 9.09** On completion of twenty (20) continuous years of service with the City, every day worker shall be entitled to twenty-five (25) days annual vacation with pay.

Maximum Vacation Accruals

- 9.10** The maximum number of vacation leave days which may be accumulated by a member, is limited to the number, which he/she can accrue in sixteen (16) months of continuous service.

Prime Time Vacation Leave Applications

- 9.11** The City shall maintain an up-to-date vacation seniority list and shall send that list to the Union in December for posting.
- 9.12** An application for leave form shall be submitted with all prime time vacation requests. This application for leave form shall not be considered received by the Fire Chief or designate, until each platoon selection deadline has expired.
- 9.13** Prime time vacation leave for members of the Department shall be allocated via seniority as per the Vacation Seniority List. The Union shall create and ensure that a first, second and third choice vacation request deadlines are posted by January 1st of each year. The vacation schedule shall cover the period from April 1 of the current year to March 31 of the following year.
- 9.14** Prime time is June 15 to September 15 and December 15 – January 15. Should any part of a tour fall out of prime time, that tour shall be considered to be out of prime time.
- 9.15** Vacation Selection of first, second and third choices for each platoon shall be completed by January 19.

First Choice Vacation Selection Process

- 9.16** A member may apply for a first choice of vacation (complete tours only) from one (1) of the following provisions:
- a) One (1) choice to a maximum of two (2) consecutive tours during prime time, **or**
 - b) Two (2) choices of one (1) tour, **or**
 - c) One (1) consecutive block of tours to a maximum of your full annual allocation out of prime time

Second Choice Vacation Selection Process

- 9.17 The second choice vacation selection process begins after the first choice vacation selection process has ended.
- 9.18 A member may apply for a second choice of vacation (complete tours only) from one (1) of the following provisions:
- a) One (1) choice to a maximum of two (2) consecutive tours during prime time, **or**
 - b) Two (2) choices of one (1) tour, **or**
 - c) One (1) consecutive block of tours to a maximum of your full annual allocation out of prime time

Third Choice Vacation Selection Process

- 9.19 The third choice vacation selection process begins after the second choice vacation selection process has ended.
- 9.20 A member may only apply for a Third Choice of vacation in continuous blocks of tours. The Third Choice will also be allocated according to the Vacation Seniority List.

Vacation Leave Authorization

- 9.21 Once the vacation selection process deadlines have expired, the Fire Chief or designate will process these vacation requests within fourteen (14) days.
- 9.22 After the vacation selection process has been completed, eligible members may apply to utilize vacation accruals on a first come basis. These vacation requests are not required to be full tours. It is incumbent upon all members who are applying for leave to be aware of and comply with any relevant Standard Operating Guidelines and/or City Policies in effect at the time.
- 9.23 Vacation leave is subject to the approval of the Fire Chief or designate. When approving vacation leave, the Chief or designate shall have the authority to ensure that the vacation requests granted therein do not deplete the manpower levels on regular shifts to an insufficient level. The City shall not take into consideration the absence of any member(s) on Long Term Disability, Workers' Compensation, or other extended medical absences when approving vacation requests for the first and second choice schedule(s) only.
- 9.24 Once vacation leave has been approved, no cancellation or substitution shall be permitted without joint agreement of the Fire Chief or designate, and the individual requesting such change.

Vacation Leave Assessment

- 9.25 When assessing a Shift Worker's vacation leave, twelve (12) hours shall be reduced per shift taken.
- 9.26 When assessing a Day Worker's vacation leave, eight (8) hours shall be reduced per day taken.

Vacation Leave Cancellation

- 9.27 If vacation cancellation occurs during prime time, the vacant tour shall be offered to the next person on the vacation seniority list. If the next member on the list, has chosen but not physically taken, two (2) prime time tours, they then have the option to take the recently cancelled tour. If the member chooses to take this tour, they must then give up one (1), of the previously chosen tours that they have not taken. The tour that the member gives up is then treated as a cancelled prime time holiday and is then offered to the next member on the vacation seniority list. If the next member on the list has already physically taken two (2) prime time tours, the vacant tour continues down the vacation seniority list in the same manner until it reaches a member, that physically has not taken two (2) prime tours and they then have the option as stated above.
- 9.28 Cancellations during prime time may only be as FULL tours.

- 9.29** If a member is receiving WCB, with the exception of claims associated with presumptive illnesses, they will cease accruing vacation credits after twelve (12) months of the claim.

10.0 LIEU TIME

- 10.01** The intent of introducing Lieu Time is to provide Members with the opportunity to take short duration leave.

Earning Lieu Time

- 10.02** All members are eligible to earn Lieu Time from the beginning of the 14th pay exception period of a year to the end of 13th pay exception period of the following year.
- 10.03** Authorized Lieu Time hours will be deposited into a member's Lieu Time Bank in accordance with the applicable overtime articles of the collective agreement.
- 10.04** The maximum amount of time that may be saved in a Lieu Time Bank is forty-eight (48) hours.
- 10.05** If a member wishes to utilize the Lieu Time Bank in June, or prior to the end of the same calendar year, they shall submit a leave request to their supervisor on or before the 13th pay exception period.

Lieu Time Applications

- 10.06** At no time will any member be allowed to take pay in lieu of time off before the member earns such pay or time.
- 10.07** A member may apply to use Lieu Time in a minimum of two (2) hour increments, and hourly increments thereafter.
- 10.08** All applications to use Lieu Time must be authorized by the Fire Chief or Designate prior to being implemented.
- 10.09** Any lieu day booked as time off is to be considered taken unless there is mutual agreement between the member and the Fire Chief, or his designate.

11.0 LEAVE OF ABSENCE

- 11.01** The City may grant leave of absence without pay and without loss of promotional seniority and vacation seniority to any member requesting such leave for good and sufficient cause, subject to the approval of the Fire Chief or designate. Vacation and promotional seniority will be frozen after three (3) months of leave without pay unless the purpose of the leave is related to family hardship.
- 11.02** The Fire Chief shall, subject to job requirements, grant two (2) duly accredited delegates to any Fire Fighters Convention leave of absence without pay for the purpose of attending the conventions.
- 11.03** Members with a minimum of four (4) years of service are eligible to apply for a deferred salary leave of absence as detailed in Appendix C.

12.0 SPECIAL LEAVE

Special Leave Accrual

- 12.01** Members covered by this Agreement shall accumulate special leave credits at the rate of one-half (1/2) shift for each completed month of continuous service up to the maximum of twenty (20) shifts. For the purpose of this clause a shift shall be twelve (12) hours.
- 12.02** Temporary day work employees shall accumulate special leave at the same rate as shift employees.
- 12.03** In exceptional circumstances, the Fire Chief or designate shall, with due consideration, advance special leave credits to a maximum of four (4) shifts to a member who has insufficient credits to cover the period of special leave requested. Advance credits shall be recovered from the special leave credits, subsequently earned by the member.

Special Leave Applications

- 12.04** A member, not on leave of absence without pay or another approved leave and scheduled to work, may be granted on application, special leave with pay at the member's regular basic rate of pay.
- 12.05** A member requesting special leave shall make the application in writing to the Fire Chief or designate, at least one (1) week in advance of the proposed date for special leave.
- 12.06** In circumstances of an emergency nature the period of notice referred to in Article 12.05 shall not apply but the member shall in all such cases make a reasonable effort to request such leave in advance. Where circumstances do not permit a request being made in advance, the member shall submit the request for approval as soon as possible upon the member's return to work.

Types of Special Leave

- 12.07** There are certain situations where members shall require time away from work due to special circumstances. Special leave is meant to protect an member's wage in some unforeseen, unfortunate circumstances. It is not an entitlement, nor is it meant to cover every eventuality that could befall a member.
- 12.08** The circumstances under which special leave may be granted and the corresponding maximum number of shifts are as follows:
- a) Special leave with pay because of illness in the family, may be granted to a maximum of twenty (20) shifts. The member must establish that they are required to be present. Consideration shall also be given where, because of the critical condition of the patient, the member is requested by the doctor in attendance to be with the patient. The provisions of this clause are to accommodate emergency situations involving the critical illness of a family member. It does not include situations such as a child being ill and the member not being able to arrange babysitting. For the purposes of this article, family is interpreted as Parent, Child, Step-Child and Spouse only.
 - b) A member may use up to two (2) of the special leave shifts per year for dependent children that are sick. The member must establish that there are no other alternatives available to him/her. In the event of exceptional circumstances, the Fire Chief or designate, shall provide a maximum of two (2) additional shifts for this purpose.
 - c) When death occurs in a member's immediate family, leave with pay to a maximum of four (4) shifts may be granted for purposes of attending the funeral. Additional time to a maximum of four (4) shifts may be granted where the member establishes that lengthy travel time was involved in attending.
For the purposes of this article, "family" is interpreted as father, mother, brother, sister, spouse, child of the member or member's spouse, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparents.
 - d) A member shall be granted special leave with pay to a maximum of two (2) shifts to be present:
 - i) At the birth of his child,
 - ii) At adoption proceedings.

- e) Leave with pay to a maximum of three (3) shifts may be granted if required to enable an member to attend to urgent business arising from a serious domestic contingency or difficulty such as, but not limited to, the burning of a member's home or a flood.
- f) Leave with pay may be granted to a member who is placed under quarantine by order of a medical health officer owing to illness within his/her household. Paid leave granted under this article may not exceed the member's accumulated special leave credits. Where quarantine is on account of the illness of the member, the absence is charged to sick leave.
- g) Leave with pay to a maximum of one (1) shift per subject may be granted to a member to write an examination for an employer-approved course at an accredited school, or other course, provided the member has demonstrated that the examination to be written relates to a course of study which is directly related to the member's duties and shall improve his/her qualifications and ability to perform those duties.
- h) Special leave with pay to a maximum of one (1) shift may also be granted to any member for the purpose of receiving a degree or a diploma at a school, technological institute or university convocation or to receive special honor at a meeting of a professional society.
- i) Leave with pay to a maximum of one (1) shift may be granted in order to be present to receive a provincial or national honor or citation.
- j) Any member subpoenaed to appear in Court as a witness or a juror on a working day, during his/her regularly scheduled hours of work, shall be allowed the required time off without loss of pay, provided that any monies paid to the member for this appearance are given to the City.
- k) Any personal information on a subpoena that is not necessary to support a special leave application may be "blacked out" by the member.
- l) Any member subpoenaed to appear in Court on his/her regularly scheduled time off due to any incident that occurred during and that arose out of the member's performance of his/her duties shall be paid overtime as per the rates set out in Article 8.22. Overtime shall be based on the time that the member is actually required by the Court to be present at court on his/her regularly scheduled time off, or two (2) hours, whichever is greater, and provided that:
 - i) at the time of the Incident the member was acting within the scope and course of employment with the City
 - ii) the member was not personally charged in the incident
 - iii) the member was not a party to the court proceeding arising from the incident.
 No payment shall be made for traveling time to, or from, the courthouse, unless otherwise approved by the Fire Chief or designate. The member shall reimburse the City in the amount of any monies that may be paid to the member for making the court appearance.

Special Leave Assessment

12.09 When assessing a Shift Worker's special leave, twelve (12) hours shall be reduced per shift taken.

12.10 When assessing a Day Worker's special leave, eight (8) hours shall be reduced per day taken.

13.0 MATERNITY/ADOPTION LEAVE

13.01 A member requiring parental leave, in addition to the leave provided by Article 12.08d, shall be granted leave without pay according to the Parental Leave Policy contained in the City of St. Albert Human Resources Administrative Policies.

13.02 Members covered under this agreement shall be entitled to receive the maternity and parental benefits contained in the City of St. Albert Human Resources Administrative Policies.

14.0 SICK LEAVE

14.01 The City and the Union agree to maintain an Attendance Management Program that: promotes regular attendance, health and wellness, facilitates communication and timely interventions and recognizes the City's, the employee's and the Union's duty to cooperate in the accommodation process.

Sick Leave Accrual

- 14.02** All members covered by this Agreement shall be allowed to accrue up to eighteen (18) working shifts per year of sick leave.
- 14.03** A member shall be allowed to carryover the unused portion of each year's sick leave accrual to a maximum of one hundred and twenty (120) working shifts.

Sick Leave Applications

- 14.04** The designated duty officer shall be notified of a member's illness prior to the commencement of the days' work on the first day of illness or the member shall lose the first day's pay. If the designated duty officer is not available to receive the call, notifying the Emergency Services Dispatcher shall be sufficient notice. Wherever possible the member shall give one (1) hour notice prior to commencement of shift.
- 14.05** Members who abuse or submit a false sick leave claim will be disciplined for such action.

Medical Information

- 14.06** The confidentiality of a member's health and medical information is recognized by the City and the Union, and as such, representatives who have access to such information shall maintain this confidentiality as required by FOIPP legislation.
- 14.07** The City and the Union recognize members' right to privacy regarding their personal medical information and a member's responsibility to cooperate in the process of gathering medical information. The City and members will only release medical information to staff or service providers that need it for a specific purpose such as: arranging modified work or assessing the validity of a claim.
- 14.08** A member may be required to produce medical documentation for any absence due to illness or for a recent absence where abuse may be indicated.
- 14.09** Fire Leadership and/or HR representatives may request medical documentation to:
- a) confirm a member's absence from work for medical reasons
 - b) confirm the expected duration of absence
 - c) decide whether a member is fit to return to work after a medical absence
 - d) understand a member's restrictions and limitations in finding an appropriate accommodation
 - e) explore the type of accommodations that would be reasonable for a member with a disability or chronic illness
 - f) to determine whether a member or potential member's disability, can be accommodated without undue hardship.
- 14.10** When Fire Leadership and/or HR representatives require medical documentation, and a fee is charged by the medical professional to complete that medical documentation, the City will pay the completion fee.

Modified Work

- 14.11** In the event a member is unable to perform his/her duties, temporarily or permanently due to illness or injury, the parties involved shall make every effort to provide the member with modified work within the bargaining unit or within the City.

Sick Leave Assessment

- 14.12** A member shall schedule regular medical appointments to occur while they are off-duty. When a member is unable to schedule medical appointments off-duty, time taken for those appointments during work hours will be assessed to sick leave.

- 14.13** Sick leave shall not be paid for leave resulting from injuries or illnesses that are: intentionally self inflicted, sustained during the commission of a criminal activity, or sustained while working for an employer other than the City of St. Albert when covered by WCB or an income replacement plan approved by the Employment Insurance Commission.
- 14.14** A member may be disqualified from receiving benefits if the member refuses to accept work that his/her physician indicates they are cognitively and/or physically fit to perform, and that the member is qualified to perform.
- 14.15** Effective on the Long Term Disability start date, the member is no longer eligible for Short-term disability or sick leave benefits.

Conversion to Sick Leave

- 14.16** A member who is sick or ill on their vacation leave may apply to have their vacation leave converted to sick leave. This conversion shall only be applied in case of four (4) or more consecutive work days/shifts of medically certified illness.

15.0 SHORT-TERM INCOME PROTECTION

- 15.01** In the event that a permanent member becomes ill and the member's accrued sick leave is insufficient to cover the period of illness, the City shall provide short-term income protection to that member.
- 15.02** Short-term income protection begins thirty (30) calendar days after the commencement of illness or on the day following the expiry of accrued sick leave, whichever comes later, and ending upon the commencement of coverage under the existing long term disability plan or one hundred and twenty (120) calendar days, whichever is earlier, the member shall be entitled to a payment of two-thirds (2/3) of his/her daily base salary at the time of illness for each day that the member is certifiably ill.

16.0 DISABILITY BENEFITS

- 16.01** If a member is disabled on account of an occupational injury or illness that occurs in the course of his/her work for the City and the injury or illness is recognized by the Workers' Compensation Act, the member, shall receive the regular rate of pay established in Appendix "A" in this Agreement (and subsequent Agreements) for the position to which he/she was permanently confirmed (or serving the required probationary period. This shall continue until such time as the Workers' Compensation Board certifies:
- a) the member is able to return to work, or
 - b) until the member is granted a permanent pension by the Workers' Compensation Board, whichever may be sooner.
- 16.02** In order for a member, to continue to receive his/her regular rate of pay, while away from work on a Worker's Compensation claim, he/she shall assign his/her compensation monies to the City.
- 16.03** The City agrees to provide the benefits of a Long Term Disability plan. The City shall advise the Union of any change to the Long Term Disability plan prior to implementation. The Long Term Disability premium shall be paid seventy-five percent (75%) by the employer and twenty-five percent (25%) by the member.

17.0 PENSION & RETIREMENT BENEFIT

- 17.01** The City agrees to continue to provide the benefits of the Local Authorities Pension Plan, as covered in the Local Authorities Pension Act.

- 17.02** The Sunlife Extended Health Care and Vision, Alberta Health Care and Dental benefits shall be extended to all members with twenty (20) or more years of service and a minimum age of fifty-five (55), retiring after January 1, 2000 up to age sixty-five (65) with a cost share of twenty five (25%) percent City and seventy-five (75%) percent member paid.

18.0 LIFE INSURANCE & DEATH BENEFITS

- 18.01** Members covered by this Agreement shall be entitled to a life insurance plan in the amount of three (3) times their annual salary (the resulting figure being rounded off to the next highest one thousand [\$1,000.00] dollars) in case of death by natural causes, and the payout doubled in circumstances of accidental death as per the Accidental Death and Dismemberment Plan. The cost for this insurance shall be paid at the ratio of seventy-five (75%) percent by the City and twenty-five (25%) percent by the member.
- 18.02** All members covered under this Agreement shall have the option to enroll in the Group Optional Life Plan provided in conjunction with the City's Group Life Insurance Plan. The optional Life Plan shall be administered by the City and the member shall pay one hundred (100%) percent of the premiums for this plan.
- 18.03** In the event of a WCB recognized line of duty death that occurs in the course of his/her work for the City the member's estate shall continue to receive that member's regular rate of pay established in Appendix "A" in this Agreement and subsequent Agreements to a maximum of two (2) years from his/her death. In order for a member's estate to continue to receive his/her regular rate of pay the estate shall assign all monies received from the Workers' Compensation Board to the City. This does not include any funeral or burial related expenses that may be paid to the estate by Workers Compensation Board.

19.0 DENTAL BENEFITS

- 19.01** All members covered under this Agreement shall be entitled to receive the benefits contained in the dental plan currently in use by the City. Cost of the plan shall be shared in the ratio of seventy-five (75%) percent by the City and twenty-five (25%) percent by the member. This plan may be changed from time to time with the mutual agreement of the parties.

20.0 SUNLIFE EXTENDED HEALTH CARE OR SIMILAR PLAN

- 20.01** Permanent and probationary member's participation in the hospitalization and medical plans shall be in accordance with the plans, which are in effect from time to time.
- 20.02** The Sunlife Plan shall include a Vision Care option with a reimbursement level of three hundred and fifty (\$350.00) dollars, subject to the terms and conditions of that plan.
- 20.03** These plans may be changed from time to time with the mutual agreement of both parties.
- 20.04** The City agrees to keep a copy of these plans on file at all times and they may be inspected by a member of the Union at any time upon application.
- 20.05** The City's and the members' contribution to the hospitalization and medical plans shall be paid for in the proportion of seventy-five (75%) percent by the City and twenty-five (25%) percent by the member.

21.0 CLOTHING

- 21.01** All articles issued under this section shall be worn in accordance with the rules and regulations governing the operation of the Department.

Station Wear & Turnout Gear Standards

- 21.02** NFPA 1975 Station Wear standards shall apply to shirts, pants and coveralls.
- 21.03** NFPA 1971 standard applies to Turnout Gear. The most current version of each standard shall apply for clothing at the time of purchase and issue.
- 21.04** Emergency Services Dispatchers are not required to have fire resistant uniforms or leather safety boots.

Uniform Issue During The First Calendar Year

- 21.05** All members engaged in emergency response activities or fire investigation activities shall be entitled to the following initial uniform issue as soon as possible after their starting date:
- 2 Pair Pants
 - 1 Pair Coveralls with Flashes
 - 4 Short-Sleeve Station Wear Shirts with Flashes
 - 1 Gear Bag
 - 1 Approved Safety Shoes
 - 1 Black Leather Belt
 - 1 Pullover with Flashes
 - 1 All Season Jacket
- 21.06** Full-time Emergency Services Dispatchers shall be entitled to the following initial uniform issue as soon as possible after their starting date:
- 1 Uniform Pullover
 - 1 All Season Jacket
 - 4 Shirts
 - 2 Pants or Skirts
 - 1 Black Dress Shoes
 - 1 Black Leather Belt

Uniform Issue During The Second & Subsequent Years

- 21.07** A point system shall be used for uniform entitlement.
- 21.08** The value of one point shall be determined by: totaling the value of two (2) pair of fire wear pants, four (4) fire wear short-sleeve shirts, one (1) pair of safety boots (basic) and one-third (1/3) of a pullover and then dividing the total value by one hundred and five (105).
- 21.09** Members may choose Basic Uniform Kit items or optional kit items up to the maximum of one hundred and five (105) points annually. Except as per Clause 21.10 any points not used in the one year period shall be forfeited and shall not be carried over into subsequent years.
- 21.10** Up to five (5) points may be carried over per one-year period. Each member may only carryover a maximum of fifteen points at any point in time.
- 21.11** Members who choose to retire, within an annual period shall receive a pro-rated amount of points based on the number of months actively employed divided by the 12-month period.
- 21.12** Members shall maintain a complete Basic Uniform Kit as outlined in Table 21.1 that complies with department policy on uniform wear. Members must have ordered a complete uniform kit within three (3) years.
- 21.13** Platoon Chiefs shall conduct a kit inspection annually to ensure that all members have a proper Basic Uniform Kit as noted in Table 21.1. If, in the opinion of the Fire Chief or designate, a member is lacking a complete Basic Uniform Kit, the member shall be instructed to order the required item(s) as part of the member's uniform issue for that year.

Table 21.1

Basic Uniform Kit Items		Allowable Inspection Substitutes
Quantity	Items	
Two (2)	Fire Wear Pants/Skirts	Fire Wear Cargo Pants
Four (4)	Firefighter Short-Sleeve Shirts	Fire Wear Long-Sleeve Shirts
One (1)	Pair Safety Boots (Basic)	Approved Safety Boots
One (1)	Pullover	N/A

- 21.14** Once a member is in his/her second and/or subsequent calendar years of employment, and the member has demonstrated that he/she has a complete basic uniform kit as outlined in Table 21.1 members can submit their Uniform Issue Order according to their personal preferences.
- 21.15** On an annual basis, items may be added or deleted to the Uniform Issue Order Form based on recommendations from the Union Executive or the Fire Chief or designate. The revised Uniform Issue Order Form will be signed off by a Union Executive Member and the Fire Chief or designate.
- 21.16** In the event that the Fire Chief or designate, and the Union Executive, cannot agree on which items to add to, or delete from, the Uniform Issue Order form by November 1st of each year, the form shall default to the prior year's items.
- 21.17** Uniform Kit items requiring replacement but not covered in Table 21.1 will be replaced, with proof of need, as noted in Table 21.2.

Table 21.2

Proof-Of-Need Items	Replacement Frequency
Coveralls with Flashes	Not more than one in three (3) years
All Season Jacket	Not more than one in four (4) years
Leather Belt	With proof of need
Any Dress Uniform Item	With proof of need
Gear Bag	With proof of need

Protective Clothing

- 21.18** Immediately upon employment all members engaged in emergency response or fire prevention activities shall be issued the following:
- 1 SCBA Face Piece
 - 1 Firefighting Helmet
 - 1 Firefighting Bunker Coat with DRD Device (or equivalent)
 - 1 Firefighter Bunker Pant & Harness (or equivalent)
 - 1 Escape Artist Rope Kit (or equivalent)
 - 1 Pair Structural Leather Firefighting Boots
 - 1 Balaclava
 - 1 Pair Lined Firefighting Gloves
 - 1 Light Duty Slip Resistant Gloves
 - 1 Pair Lined Firefighting Mitts
 - 1 Pair Light Duty Work Gloves
 - 1 Toque
 - 1 Accountability Tag & Carabineer
 - 1 Marking Pencil
 - 2 Pair Safety Glasses
 - 1 RIT Type Carabineer
 - 1 10 Foot Webbing
 - 1 Pair Ice Crampons

- 1 City Identification Card with Photograph
- 1 N95 Mask (or equivalent)
- 1 Scott Adapter Filter*
- 1 Safety Helmet*

**Fire Prevention Issue Only*

Dress Uniform

21.19 Upon completion of the probationary period all full-time permanent members shall be issued the following items:

- 1 Tunic with Flashes
- 2 White Dress Shirt with Flashes
- 1 Dress Pants
- 1 Pair Black Dress Shoes
- 1 Summer Hat with Badge
- 1 Winter Hat with Badge
- 2 Ties (clip on or traditional tie)
- 1 Black Leather Belt

Ordering Uniform Items

21.20 All members shall be responsible for submitting their uniform order by the date specified by the Fire Chief or designate.

21.21 All reasonable efforts shall be made to ensure orders for all clothing shall be placed by February 1st each year. Consideration shall be given to timelines as related to proven manufacturing and shipping delays.

Uniform Alterations, Repairs & Cleaning

21.22 When newly issued items of uniform issue require alterations, the cost of such alterations shall be the responsibility of the department or supplier. Such alterations shall be made at a location designated by the department. Other modifications to uniforms, such as tapering, that are not related to operational requirements will be the responsibility of the member.

21.23 Members shall be responsible for the cost of all alterations to their existing uniform issue unless these alterations result from a change in rank or department markings.

21.24 Items of uniform clothing, boots or equipment, which are damaged during the performance of a member's duties shall be repaired or replaced at the expense of the department after review of the Fire Chief or designate. These items must be less than three (3) years old unless exempt as per Table 21.2

21.25 The City shall provide a lump sum payment of one hundred and forty five (\$145.00) dollars per year cleaning allowance payable on the first pay period of March to members who have been issued dress uniforms. In order to be entitled to this payment the member must be employed on the payment date.

Returning Uniform Issue When Leaving the Department

21.26 All protective turnout clothing, inclusive of station wear, equipment, badges, and manuals issued to the member shall remain the property of the City. When a member leaves the service, the member shall return the noted items to the Fire Chief or designate.

21.27 If a member is retiring they will have the option of ordering a Retiree jacket as per 21.07.

22.0 TRAINING

- 22.01** The City and the Union recognize the important role that training plays in the job performance, ability and the career development of members. Training may include technical training or leadership development programs customized for positions within the department. Training programs shall be determined by Fire Leadership in consultation with the Chief Training and Safety Officer. Members shall be required to participate in these programs to be adequately trained and sufficiently experienced to perform their duties.

Scheduling

- 22.02** When a full day (minimum six [6] scheduled hours) of approved training sessions are to be conducted for a period of three (3) days or less; a member taking the training shall not be required to work the shift during the twelve (12) hour period immediately prior to or following that session.
- 22.03** For periods of more than three (3) days a shift worker shall not be required to work the shift during the twenty-four (24) hour period immediately prior to or following that session.

Temporary Training Officers

- 22.04** The City and the Union recognize the importance of “in-house” training and that certain aspects of in-house training should be delivered in a consistent manner to all department members. It is also recognized that some in-house training is of a level of sophistication that merits being presented by qualified instructors. Such training may include, but is not limited to, refresher courses for ice/water rescue, refresher courses for dangerous goods operations, and recruit orientation programs.
- 22.05** Temporary Training Officer positions shall be established and filled on an as needed basis to accommodate in-house training requirements. The Temporary Training Officer positions shall be filled, by qualified members, as appointed by the Fire Chief or designate, for purposes and durations determined by him/her.

Off-Site Training

- 22.06** When training occurs at a location that requires accommodation there shall be no requirement for members to share accommodations.
- 22.07** If travel is involved to attend any training sessions, and the member is required to use their personal vehicle, the City shall compensate the member for mileage in accordance with the City Policy. All daily expenses during training including meals and accommodations shall be covered according to City Policy. When more than one member attends a session, which requires travel, the Fire Chief or designate, shall determine travel efficiencies, taking into consideration any special circumstances.

Practicums

- 22.08** Members may, as part of their normal duties, be required to supervise students during student practicum(s).

23.0 PROMOTIONAL PROCESS

General

- 23.01** Individuals that were members of the Fire Suppression and Ambulance Branches that existed prior to January 1, 2000, shall not be denied promotional opportunities within the Operations Branch specifically as a result of not obtaining an EMT-P or EMT-A with the exception of promotions to the Emergency Medical Services Coordinator position.
- 23.02** All future promotions shall follow this article. No member qualified as an Officer prior to January 1, 2009, shall be prevented from promotion, suffer a loss in pay, be demoted or be laid off specifically

as a result of not obtaining the required courses. However, ICS 100 and ICS 200 shall be required as well as related leadership and management courses as determined by the Fire Chief or designate.

All Career Stages

- 23.03** Emergency Services Personnel shall receive annual performance evaluations to assist with identifying: strengths, areas for development and training opportunities that align with their career aspirations.
- 23.04** Throughout their careers all Emergency Services Personnel shall:
- a) Train and test on the core competencies
 - b) Participate in required training and development sponsored by the Department
 - c) Have the opportunity to serve as a Temporary Training Officer, if they are qualified and selected by the Fire Chief, or designate, as per Article 21.04.
 - d) Have the opportunity to take additional training, when authorized by the Fire Chief or designate.

Professional Registration

- 23.05** Members hired for Emergency Services duties after January 1, 1990 shall be required to successfully maintain the requirements for the Emergency Medical Technician - Ambulance (EMT-A) certificate. The City shall ensure that the member is aware of his/her obligation to apply for registration and maintain certification, and shall assist the member with the application procedures if requested. Effective January 1, 2000 a person hired into the department shall maintain the level of medical certification they had upon commencing employment. If a member upgrades their medical certification to a higher certification, they shall maintain that higher certification as required by the Fire Chief or designate. Failure to maintain these requirements shall constitute cause for discharge.
- 23.06** For members hired after January 1, 1990, it is the member's responsibility to maintain the necessary skills sets related to their Alberta College of Paramedics (ACP) certification. Members shall review their medical competency self-assessments with the Fire Chief or designate and determine any developmental needs. In cooperation with the Fire Chief or designate the member is responsible for ensuring that the development needs are met in a reasonable timeframe.
- 23.07** For the purposes of skills maintenance any Emergency Services Personnel may request to be assigned to a medic unit.
- 23.08** The City agrees to pay cost of registration with the Alberta College of Paramedics (ACP) and National Academy of Emergency Dispatch (NAED). The member shall be responsible for fees incurred as a result of late registration.
- 23.09** Tuition fees shall be paid and required texts shall be supplied by the City for re-certification or maintenance training, for members registered in ACP, this shall include ACLS, BTLs, PALS and CPR and NAED programs or other approved training as operations require.
- 23.10** The City agrees to make available to members the necessary programs, training, drills, tasks and duty time on the ambulance, to aid the member in maintaining the member's license.

Probationary Evaluation & Exam

- 23.11** Within thirty (30) days of a new member's end of recruit training the City shall provide the Union with the new member's recruitment cohort ranking.
- 23.12** All probationary Emergency Services Personnel shall receive an EMS Orientation and Fire Training within the first three (3) months of service.
- 23.13** The three (3) month probationary exam shall represent thirty four (34.0%) percent of a probationary Emergency Services Personnel's first year evaluation towards promotional seniority.

- 23.14** All probationary evaluations shall be completed by the Chief Training Officer in conjunction with Fire Leadership, prior to the completion of three (3) months of service.
- 23.15** When an Emergency Services Personnel is unsuccessful during their three (3) month probationary evaluation their employment status shall be reviewed.

Six (6) Month Evaluation & Exam

- 23.16** All probationary Emergency Services Personnel starting after January 1, 2009, shall obtain their Emergency Fire Dispatch (EFD) certification within their first year of service.
- 23.17** Once a member has obtained the EFD certification, the member shall maintain their certification and competence by serving in the Dispatch Centre. Upon obtaining First Class status, Emergency Services Personnel shall be able to drop their EFD certification.
- 23.18** Upon achieving First Class status, Emergency Services Personnel shall be able to drop their EFD certification, subject to the discretion of the Fire Chief or operational needs and according to promotional seniority.
- 23.19** All probationary Emergency Services Personnel shall receive a six (6) month evaluation from their (supervising) Captain.
- 23.20** All probationary Emergency Services Personnel shall write a six (6) month exam issued by the Chief Training Officer.
- 23.21** The six (6) month exam results shall represent thirty three (33.0%) percent of a probationary Emergency Services Personnel's evaluation towards promotional seniority.

First Year Exam

- 23.22** Prior to achieving First Year Emergency Services Personnel status, members are eligible to participate in all NFPA 1001 courses.
- 23.23** All probationary Emergency Services Personnel shall complete a first year examination no later than completion of their 11th month of service.
- 23.24** The first year examination shall represent thirty three 33.0% percent of a probationary Emergency Services Personnel's evaluation towards promotional seniority.

Promotional Seniority

- 23.25** Prior continuous service with other departments within the City or the Fire Department shall be recognized for all purposes other than Promotional Seniority.
- 23.26** Promotional seniority shall be established within a cohort of new members using the following formula:

$$\left[34\% * \text{Score on 3 Month Exam} \right] + \left[33\% * \text{Score on 6 Month Exam} \right] + \left[33\% * \text{Score on First Year Exam} \right] = \text{Promotional Seniority Score}$$

- 23.27** In the event of a tie in the final promotional seniority score, the candidate that ranked the highest during the recruitment process shall be deemed more senior.
- 23.28** In the event of a temporary transfer from one Branch to another, the transferred member shall be deemed to have less promotional seniority than all members holding the same position within the Branch to which the transfer is made.

- 23.29** For promotional seniority within the Operations Branch the following shall apply: For members that applied for emergency services duties prior to June 20, 2001, their start date shall be January 1, 2000. After June 20, 2001, any members that apply and are accepted for emergency services duties shall have their start date commence on their acceptance date.

Progression within The Operations Branch

- 23.30** A member shall progress from Probationary Emergency Services Personnel through to 1st Year, 2nd Year and then First Class Emergency Services Personnel at one year intervals.
- 23.31** A members' progression is subject to serving a minimum of twelve (12) months at each level.
- 23.32** Prior to achieving First Class Emergency Services Personnel status, members are eligible to participate in all NFPA 1001, NFPA 1002 and Basic Safety Codes Officer courses.

Officer Qualified Candidacy Process

23.33 Step One – Eligibility

- a) Before an Officer Qualified Candidacy process can begin, the Fire Chief or designate must confirm that vacancies are anticipated in Officer positions. A notice shall be posted for thirty (30) days that includes the number of Officer Qualified Candidates required. Eligible candidates must make their intentions known in writing to the Fire Chief or designate within the thirty (30) day notice period.
- b) If a member chooses not to participate in the Officer Qualified Candidacy process, the member shall be deemed junior to all those that successfully complete the process.
- c) To be eligible to participate in the Officer Qualified Candidacy process members must have achieved:
 - i) NFPA 1001 – Level II Firefighter Qualifications
 - ii) NFPA 1002 – Tanker/Aerial (Pump B/C)
 - iii) ICS 100
 - iv) First Class Emergency Services Personnel Status
 - v) At least five years of service within the Operations Branch
 - vi) Basic Safety Codes Officer certification

23.34 Step Two – Officer Qualified Candidacy Coursework

- a) The number of Officer Qualified Candidates that progress to Step Two of the evaluation process shall be subject to operational needs.
- b) Officer Qualified Candidates shall successfully complete NFPA 1021 Level 1 coursework.
- c) Officer Qualified Candidates shall successfully complete NFPA 1041 Level 1 coursework.

23.35 Step Three – Evaluation

- a) The Officer Qualified Candidate Evaluation process shall be developed by Fire Department Administration with input from Confirmed Officers.
- b) For each Officer Qualified Candidacy Evaluation Process, an Evaluation Board shall be established. The Evaluation Board shall consist of: the Fire Chief, the Deputy Chief-Operations and a Platoon Chief. A Union Executive member shall be appointed to witness the process.
- c) No member of the Evaluation Board shall have any direct family relationship to any candidate participating in the Officer Qualified Candidacy process. In the event this occurred, the Fire Chief or designate, shall select an alternate to replace the individual with a conflict of interest on the Evaluation Board.
- d) The evaluation process shall include: an NFPA 1021 Level I certification, a practical evaluation on leadership skills, a knowledge exam on relevant City and departmental policies, procedures and practices and a project to enhance department operations.
- e) A minimum of seventy five (75%) percent shall be required to pass the written components of the evaluation process. An Officer Qualified Candidate must successfully complete all components of the evaluation process to become a member of the Acting Officer pool.
- f) If an Officer Qualified Candidate does not successfully complete all components, the member shall be deemed junior to those candidates that successfully completed the evaluation process.

- g) Unsuccessful Officer Qualified Candidates are eligible to participate in future Officer Qualified Candidacy Evaluation processes.
- h) All Officer Qualified Candidates shall be notified, in writing, of their evaluation results.
- i) Upon completion of an Officer Qualified Candidacy Evaluation Process, Officer Qualified Candidates may request to review the results of their evaluation with the Fire Chief and/or the Deputy Chief of Operations.

23.36 Step Four – Promotional Seniority List

Following the Officer Qualified Candidacy Evaluation Process, the Evaluation Board shall compile a revised Officer Qualified List of all successful candidates in the order of their promotional seniority (greatest seniority first to least seniority last) and provide it to Human Resources. The City shall provide the Union with a copy of the revised Promotional Seniority List and shall inform each Officer Qualified Candidate of their results and placement on the list.

Advancement

- 23.37** All promotions shall be based on promotional seniority and ability to fulfill bona fide occupational requirements.
- 23.38** When a position comes available, it shall be offered to the next qualified member at the top of the Promotional Seniority List. If a member declines a promotion in writing, the position shall then be offered to the next qualified member on the Promotional List until the position is filled.
- 23.39** All Officer Qualified Candidates promoted to Lieutenant and all Officers promoted to a higher rank shall serve a trial period of twelve (12) months to prove his/her ability in their new position, during which time the newly promoted Officer shall undergo a performance review at four (4) month intervals. During the trial period, the Officer may elect to revert back to his former position, or may be reverted for cause by the Fire Chief or designate.

Officer Qualified

- 23.40** To be Officer Qualified, members must have successfully completed the Officer Qualified Candidacy Evaluation.
- 23.41** Platoon assignments shall be reviewed on an annual basis, to ensure an even distribution of the eight (8) most senior Officer Qualified. The review and notification of reassignment shall be completed by December 31st of each year.

Acting Provisions

- 23.42** The City shall make every reasonable effort to ensure a Confirmed Officer shall be in charge of each fire scene and call-in-crew. In the event a Confirmed Officer is unavailable, an Officer Qualified may be utilized.
- 23.43** In the event that a Fire Prevention Officer I is absent, the most senior Qualified Officer may act in the capacity of Fire Prevention Officer I.
- 23.44** In the event that a Lieutenant is absent, or due to operational needs, the most senior Officer Qualified on that shift shall act in the capacity of Lieutenant.
- 23.45** In the event that a Captain is absent, the shift Lieutenant shall act in that capacity and the senior Officer Qualified on that shift shall act in the capacity of Lieutenant.
- 23.46** In the event that a Platoon Chief is absent, the most Senior Captain shall act in that capacity, the shift Lieutenant shall act in the Captain's capacity and the senior Officer Qualified on that shift shall act in the capacity of Lieutenant.

Temporary Promotions

- 23.47** In the event that the City and the Union, through mutual agreement, determine that a Lieutenant is expected to be absent for a period of sixteen (16) working tours, excluding vacation, the senior Officer Qualified within the Operations Branch shall be promoted to Lieutenant for the duration of the absence. The time served in the position of Lieutenant up to a maximum of six (6) months shall be credited towards the trial period of the Lieutenant when a permanent position becomes available.
- 23.48** In the event that the City and the Union, through mutual agreement, determine that a Captain is expected to be absent for a period of sixteen (16) working tours, excluding vacation, the senior Lieutenant within the Operations Branch shall be promoted to Captain for the duration of the absence. The time served in the position of Captain up to a maximum of six (6) months shall be credited towards the trial period of the Captain when a permanent position becomes available.
- 23.49** In the event that the City and the Union, through mutual agreement, determine that a Platoon Chief is expected to be absent for a period of twelve (12) working tours, excluding vacation, the most senior Captain within the Operations Branch shall be promoted to Platoon Chief for the duration of the absence. The time served in the position of Platoon Chief up to a maximum of six (6) months shall be credited towards the trial period of the Platoon Chief when a permanent position becomes available.

OPERATIONS BRANCH

Lieutenant

- 23.50** To be eligible for a Lieutenant position, members must have successfully completed the Officer Qualified Candidacy Evaluation process.
- 23.51** All confirmed Lieutenants must maintain a minimum of EMT-A certification.
- i) This requirement does not supercede Article 23.01 or Article 23.05.
 - ii) Members holding current EMR registration are not required to obtain EMT-A registration to become a Lieutenant.
- 23.52** In the event that a Lieutenant's position requires to be filled before any Officer Qualified Candidates have completed the Officer Qualified Candidate Evaluation Process, the most senior Officer Qualified Candidate within the Branch concerned shall be assessed for promotion to the position. If such a promotion occurs, the Department shall insure that the promoted Officer Qualified Candidate completes the required coursework and evaluation process as soon as possible.
- 23.53** All Lieutenants are eligible for the following training:
- i) NFPA 1021 Level II
 - ii) ICS 200

Captain

- 23.54** To be eligible for a Captain position, members must have at a minimum:
- i) Served as a Lieutenant
 - ii) Successfully completed the Incident Command System (ICS) 200 course
 - iii) Successfully completed NFPA 1021 Level I
- 23.55** All Captains are eligible for the following training:
- i) NFPA 1021 Level II or equivalent

Platoon Chief

- 23.56** To be eligible for a Platoon Chief position, members must have at a minimum:
- i) Served as Captain
 - ii) Successfully completed NFPA 1021 Level II or equivalent

- 23.57** All Platoon Chiefs are eligible for the following training:
- i) Related leadership and management courses
 - ii) NFPA 1021 Level III

Emergency Medical Services Coordinator

- 23.58** To be eligible for the Emergency Medical Services Coordinator (EMSC) position, members must have at a minimum:
- i) Successfully completed the Officer Qualified Candidacy Evaluation process
 - ii) Successfully completed NFPA 1041 Level I
 - iii) Maintained Emergency Medical Technician-Paramedic (EMT-P) status through the Alberta College of Paramedics
- 23.59** In the event that the EMSC position shall be filled before any Officer Qualified Candidates have successfully completed the Officer Qualified Candidate evaluation process, the most senior Officer Qualified Candidate who is certified as a registered EMT-P shall be assessed for promotion to the position. If the promotion occurs, the Department shall ensure that the promoted Officer Qualified Candidate completes the required training and evaluation as soon as possible.
- 23.60** A member appointed to the EMSC position, either on a permanent or a temporary basis, shall maintain their medical certification at the EMT-P level for the duration of their appointment to the position.
- 23.61** The Emergency Medical Services Coordinator is eligible for the following training:
- i) NFPA 1041 Level II
 - ii) NFPA 1041 Level III
 - iii) ICS 200

FIRE PREVENTION BRANCH

Probationary Fire Prevention Officers

- 23.62** To be eligible for a probationary Fire Prevention Officer I position, members must have and maintain the following:
- i) Successfully completed the Officer Qualified Candidacy Evaluation process
 - ii) Successfully completed Safety Codes Officer (SCO) Basic Level
- 23.63** Variances in eligibility for a probationary Fire Prevention Officer I position may be approved by the Fire Chief or designate in extenuating circumstances.
- 23.64** All Probationary Fire Prevention Officer I's are eligible for the following training:
- i) Safety Codes Officer - Fire Inspector Level I
 - ii) Safety Codes Officer - Fire Investigator Level I

Fire Prevention Officer I

- 23.65** To be eligible for a Fire Prevention Officer I position, members must have at a minimum:
- i) Successfully completed 12 months service as a Probationary Fire Prevention Officer I.
 - ii) Safety Codes Officer - Fire Inspector Level I
 - iii) Safety Codes Officer - Fire Investigator Level I
- 23.66** All Fire Prevention Officer I's are eligible for the following training:
- i) Safety Codes Officer - Fire Inspector Level II
 - ii) Safety Codes Officer - Fire Investigator Level II

Fire Prevention Officer II

- 23.67** A member's progression from Fire Prevention Officer I to Fire Prevention Officer II is subject to the following conditions:
- i) Successfully served a minimum of twelve (12) months as a Fire Prevention Officer I.

- ii) Successful completion of Safety Codes Officer - Fire Inspector Level II
- iii) Successful completion of Safety Codes Officer - Fire Investigator Level II

- 23.68** All Fire Prevention Officer II's are eligible for the following training:
- i) Related leadership, management and fire prevention courses.

Fire Marshall

- 23.69** To be eligible for a Fire Marshall position, members must have at a minimum:
- i) Successfully completed the Officer Qualified Candidacy Evaluation Process
 - ii) Successfully completed Safety Codes Officer (SCO) Level III

- 23.70** The Fire Marshall is eligible for the following training:
- i) Related leadership and management courses

TRAINING BRANCH

Chief Training Officer

- 23.71** To be eligible to be a Chief Training Officer, members must have at a minimum:
- i) Current Emergency Medical Technician – Ambulance status through the Alberta College of Paramedics
 - ii) Current Registration through the Alberta College of Paramedics
 - iii) Successfully completed the Officer Qualified Candidacy Evaluation process
 - iv) Successfully completed NFPA 1041 Level II
 - v) Successfully certified as NFPA 1521
 - vi) Successfully completed relevant leadership, management and training courses
- 23.72** The Chief Training Officer shall be expected to maintain their Registration and Emergency Medical Technician- Ambulance (EMT-A) status through the Alberta College of Paramedics.
- 23.73** The Chief Training Officer is eligible for the following training:
- i) Related leadership, management and training courses as approved by the Fire Chief or designate.

COMMUNICATIONS BRANCH

All Career Stages

- 23.74** All candidates hired to serve in an Emergency Services Dispatcher capacity, must have and maintain the following qualifications:
- i) Current Emergency Fire Dispatcher (EFD) certification
 - ii) Basic Cardiac Life Support (CPR) certification
- 23.75** Emergency Services Dispatchers shall receive annual performance evaluations from their Platoon Chief to assist with identifying: strengths, areas for development and training opportunities that align with their career aspirations.
- 23.76** Throughout their careers all Emergency Services Dispatchers shall have the ability to:
- i) Maintain and enhance emergency service dispatching skills and certifications
 - ii) Have the opportunity to take additional training, when authorized by the Fire Chief or designate

Promotional Seniority

- 23.77** Promotional Seniority within the Communications Branch shall begin to accrue as per the member's permanent start date within that branch.

Progression within The Communications Branch

- 23.78** A member shall progress from Probationary Emergency Services Dispatcher through to First Class Emergency Services Dispatcher at one (1) year intervals.
- 23.79** A member's progression is subject to one (1) condition:
- i) Serving a minimum of twelve (12) months at each level

Achieving First Class Emergency Services Dispatcher Status

- 23.80** Members are eligible to become First Class Emergency Services Dispatchers when:
- i) They have successfully completed four (4) years of service, including their first year as a probationary Emergency Services Dispatcher.

24.0 REVERTING TO A FORMERLY HELD RANK AND/OR POSITION

- 24.01** For a trial period of one (1) year, a member shall have the right to revert back to his/her former position and rank.
- 24.02** At any time during the one (1) year trial period, the City shall also have the right to revert a member back to his/her former position and/or rank for just cause.
- 24.03** The member shall be compensated according to the schedule for the position to which the member reverts.
- 24.04** A member who is promoted to an Officer position that is not covered by the Collective Agreement may elect to revert to his/her former position or may be reverted for just cause by the Fire Chief for a period of time equivalent to the trial period for the position to which he/she was promoted.

25.0 LABOUR-MANAGEMENT RELATIONS

Labour-Management Committee

- 25.01** The City and the Union shall jointly appoint representatives to a Labour/Management Committee, which shall be established for purposes of ensuring continuing dialogue. A maximum of five (5) representatives may attend on behalf of each party and by mutual consent either party may send observers.
- 25.02** The committee shall hold meetings at times agreed upon by both parties but shall endeavor to meet at least monthly. The meetings are to be considered a forum for discussing matters of mutual concern in an effort to find solutions to minor problems that have arisen since the last meeting, and to recommend solutions to the Union and the City. For the purpose of this clause, "minor problems" refers to an issue for which the implementation of the grievance procedure may be postponed pending resolution in the Labour/Management Committee and shall apply to all matters, which the committee mutually agrees to refer to the committee.
- 25.03** Where the resolution of a problem cannot be obtained at the Committee level the time limits of any possible grievances shall not commence until after a meeting has been concluded. The meetings shall not constitute any part of the formal grievance procedure nor shall they compromise the right of the Union to the grievance procedure.

Collective Bargaining

- 25.04** Union members who have been identified by the Union Executive as members of the Union's Collective Bargaining Committee shall be excused (to a maximum of five (5) members) from their regular scheduled duties to attend collective bargaining sessions with the City.

- 25.05** If a scheduled bargaining session with the City concludes during an excused bargaining committee member's regularly scheduled shift, the excused member shall not be required to return to duty for the remainder of the hour during which the session concluded plus one additional hour.
- 25.06** When a full day of bargaining (minimum six hours scheduled) is conducted, bargaining committee members shall not be required to work the shift immediately prior to or following that bargaining session.
- 25.07** On duty staffing levels shall be allowed to drop to the established minimum requirements to permit bargaining committee members to attend bargaining sessions with the City. If such attendance shall cause the on duty staffing levels to drop below the established minimum requirements, off duty personnel are to be called in at the applicable overtime rates to achieve minimum staffing requirements.
- 25.08** The above leave replacement and overtime provisions shall apply only to scheduled collective bargaining sessions involving City and Union representatives. They shall not apply to bargaining committee strategy meetings or preparation time, or any other bargaining unit activities. Any replacement or compensation with respect to Union activities not addressed in this guideline shall remain the responsibility of the bargaining unit.

26.0 DISCIPLINE

- 26.01** The City and the Union agree to utilize progressive discipline whenever appropriate.
- 26.02** When any documented disciplinary action or investigation of a disciplinary manner is initiated against a member covered by this Agreement:
- a) The member shall have the right to Union representation.
 - b) A member of the Union Executive, or their designate, shall be present at any and all meetings.
 - c) With as much notice as possible, the Fire Chief shall advise the Union and the member of a disciplinary hearing and shall provide a written notification to each party in advance of the hearing. The Union Executive shall be informed prior to the member. If the Union and the Fire Chief agree that the Union notify the member, then such notice constitutes notification under this clause.
 - d) Within seven (7) days of the above hearing the member and the Union shall receive a written notification as to the result of the hearing.
 - e) Time limits specified above may be extended upon mutual consent of all parties.
- 26.03** Where the situation instigating discipline requires an immediate response and Union representation is not immediately available, the disciplinary action shall proceed and the Union shall be notified of the proceedings as soon as is practical. Failure to interpret properly whether the circumstances apply to Articles 25.02 or 25.03 shall not prejudice the merits of the action taken should a grievance result.
- 26.04** No member may be disciplined or discharged for disciplinary reasons without just cause.
- 26.05** A member's official Human Resources File shall be cleared of documentation under the following circumstances:
- a) Non-disciplinary actions such as notes, coaching and warning letters shall be retained on file for twenty-four (24) months.
 - b) Upon written request to Human Resources, the Fire Chief and the Union written reprimands shall be removed after thirty six (36) consecutive months, if no further discipline has occurred during the thirty six (36) consecutive months.
 - c) Upon written request to Human Resources, the Fire Chief and the Union, discipline resulting in suspension, shall be removed after forty eight (48) consecutive months if no further discipline has occurred during the forty eight (48) consecutive months.

27.0 GRIEVANCE PROCESS

Statement of Intent

- 27.01** The City and the Union jointly recognize the desirability of resolving differences by joint consultation and discussion. Both parties shall attempt to resolve such differences through informal means before proceeding to formal process.

Grievance Process Definitions

- 27.02** A grievance is defined as any difference between the parties or persons bound by this Agreement concerning the application, operation, or any alleged violation of this Agreement. A dispute as to whether any such difference is arbitrable, is an arbitrable grievance.
- 27.03** "Days" means consecutive calendar days.

Step I - Informal Resolution

- 27.04** The member shall provide the Union Executive with written notification, within seven (7) days of becoming aware (or reasonably should have become aware) of a grievance.
- 27.05** Within seven (7) days of receiving notification from the member, the Union Executive will provide the Fire Chief or designate, with written notification of the need for informal discussion about the grievance.
- 27.06** Within seven (7) days of receiving the written notification, the Fire Chief or designate will meet with the Union Executive and attempt to resolve the grievance through informal discussion.

Step II - Formal Grievance to Director

- 27.07** Where the parties to the difference are unable to resolve it, the Union Executive shall within seven (7) days of the end of the informal discussions, submit a grievance to the Fire Chief or designate. The grievance shall be in writing with a copy to the Human Resources Department and the General Manager of Community & Protective Services. The grievance shall stipulate the nature of the grievance, the article(s) of this Agreement, which is (are) alleged to have been violated, and the remedy sought.
- 27.08** The Fire Chief or designate shall meet with the Union Executive and within seven (7) days of receipt of the grievance shall provide the other party(s) with a written decision and the reasons therefore within seven (7) days of the meeting.

Step III - Formal Grievance to General Manager

- 27.09** If the decision of the Fire Chief or designate does not settle the grievance, the Union shall within seven (7) days from the day the decision was delivered to the member and the Union, refer the grievance to the General Manager of Community & Protective Services, with a copy to the Human Resources Department.
- 27.10** The General Manager of Community & Protective Services or designate, shall meet with the Union Executive Member or designate within seven (7) days of receipt of the grievance and shall provide the other party(s) with a written decision and the reasons therefore within seven (7) days of the meeting.

Step III - Policy Grievance

- 27.11** Where a difference of a general nature arises regarding the application, operation or alleged violation of this Agreement, and the parties cannot resolve the matter by informal discussion, the Union or the City shall have the right to process the matter as a policy grievance through the above mentioned

procedures commencing with the representatives of the parties who would be involved in the resolution of a grievance at Step III.

- 27.12** The policy grievance shall be submitted in writing within seven (7) days from the date the grievor became aware, or should reasonably have become aware, of the incident prompting the grievance, and stipulate the nature of the grievance, the article(s) of this Agreement which is (are) alleged to be violated, and the remedy sought. If the parties should fail to resolve the matter at this level, the normal grievance procedure shall continue at Step IV.

Time Extensions

- 27.13** Time limits specified above may be extended upon mutual consent of all Parties.

Step IV – Arbitration

- 27.14** A probationary member shall not have access, nor be entitled to, the arbitration process in the event that his/her employment is terminated.
- 27.15** Failing a satisfactory settlement being reached at Step III, the Union may, within seven (7) days of receiving the reply at Step III, refer the matter to arbitration. The notice shall be addressed to the General Manager of Community and Protective Services with a copy to the Human Resources Department and contain the name of the Unions' appointee to an Arbitration Board.
- 27.16** The City shall forward the name of the City's appointee to the Arbitration Board to the Union within seven (7) days of the receipt of the name of the Union's appointee. If the City fails to appoint an appointee within the time limit the appointment shall be made by the Director of Mediation Services upon the request of either party.
- 27.17** If the recipient of the notice fails to appoint an arbitrator within the time limit the appointment shall be made by the Director of Mediation Services upon the request of either party. If the two (2) appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Director of Mediation Services upon request of the parties.
- 27.18** Each party to the difference shall bear the expense of its respective appointee to the Grievance Arbitration Board and the two (2) parties shall bear equally the expense of the Chairman.
- 27.19** The Grievance Arbitration Board shall hear and determine the difference and shall issue an award in writing and the decision is final and binding upon the parties and upon any member affected by it. The decision of a majority is the award of the Grievance Arbitration Board, but if there is no majority, the decision of the Chairman governs, and it shall be deemed to be the award of the Board.
- 27.20** The Grievance Arbitration Board may quash or confirm any action taken by either party and may vary any action taken by either party, but shall not impose an action contrary to the agreement nor alter the agreement.
- 27.21** The Grievance Arbitration Board by its decision shall not alter, amend or change the terms of the Collective Agreement.

28.0 PARAMEDIC TRAINING INCENTIVES

- 28.01** While the City continues to provide ALS response services, members who upgrade their qualifications to Paramedic status while employed by the City shall be eligible for:
- a) Reimbursement based on receipts of up to two thousand (\$2,000.00) dollars on the first anniversary of achieving the certification,
 - b) Reimbursement based on receipts of up to an additional two thousand (\$2,000.00) dollars on the second anniversary of achieving the certification,

- c) Reimbursement based on receipts of up to an additional two thousand (\$2,000.00) dollars on the third anniversary of achieving the certification.
- d) Opportunity to have up to four (4) shifts of vacation advanced in each of two (2) years during the classroom portion of their training, and
- e) Opportunity to apply for up to four shifts of LWOP in each of two (2) years during the classroom portion of their training.

28.02 Only two (2) members at a time may participate in the above process. Any additional members are subject to the discretion of the Fire Chief or his/her alternate.

Agreement Endorsement

In witness whereof the City has caused to be sealed with the common seal of the City of St. Albert and signed by the City Manager, the Director of Human Resources acting as Municipal secretary of the City and the Union, has caused these presents to be executed under the hands of its proper Officers duly authorized in that behalf as of the day and year written below.

City of St. Albert:

Original Signed

Chris Jardine
(Acting City Manager, St. Albert)

Date

Original Signed

Michelle Bonnici
(Director of Human Resources)

Date

St. Albert Firefighters Union:

Original Signed

Warren Gresik
(President, I.A.F.F. Local 2130)

Date

Original Signed

Sean Richards
(Secretary, I.A.F.F. Local 2130)

Date

**APPENDIX A – Ratios Of Salaries To The Base Rate
(Effective January 1, 2015 through To December 31, 2017)**

Operations Branch	2015	2016	2017
Platoon Chief	135%	135%	135%
Emergency Medical Services Coordinator	127%	127%	127%
Captain	122%	123%	123%
Lieutenant	111%	112%	112%
Senior First Class Emergency Services Personnel	101.5%	101.5%	101.5%
First Class Emergency Services Personnel	100%	100%	100%
2nd Year Emergency Services Personnel	91%	91%	91%
1st Year Emergency Services Personnel	83%	83%	83%
Probationary (12 months)	78%	78%	78%
Communications Branch			
First Class Emergency Services Dispatcher	95%	95%	95%
3 rd Year Emergency Services Dispatcher	85%	85%	85%
2 nd Year Emergency Services Dispatcher	80%	80%	80%
1 st Year Emergency Services Dispatcher	75%	75%	75%
Probationary (12 months)	70%	70%	70%
Fire Prevention Branch			
Fire Marshall	127%	127%	127%
Fire Prevention & Safety Officer II	127.5%	127.5%	127.5%
Fire Prevention Officer I	110%	110%	110%
Probationary (12 months)	105%	105%	105%
Training Branch			
Chief Training Officer	133%	133%	133%

APPENDIX B – Salaries Effective January 1, 2015

	Annual (\$)	Bi-Weekly (\$)	Hourly (\$)
OPERATIONS BRANCH		(÷ 26)	(÷ 2184)
Platoon Chief	129,903.03	4,996.27	59.48
Emergency Medical Services Coordinator	122,205.08	4,700.20	55.95
Captain	118,356.10	4,552.16	54.19
Lieutenant	107,771.41	4,145.05	49.35
Senior 1 st Class Emergency Services Personnel	97,667.84	3,756.46	44.72
First Class Emergency Services Personnel	96,224.47	3,700.94	44.06
2 nd Year Emergency Services Personnel	87,564.27	3,367.86	40.09
1 st Year Emergency Services Personnel	79,866.31	3,071.78	36.57
Probationary (12 Months)	75,055.09	2,886.73	34.37
COMMUNICATIONS BRANCH			
First Class Emergency Services Dispatcher	91,413.25	3,515.89	41.86
3 rd Year Emergency Services Dispatcher	81,790.80	3,145.80	37.45
2 nd Year Emergency Services Dispatcher	76,979.58	2,960.75	35.25
1 st Year Emergency Services Dispatcher	72,168.35	2,775.71	33.04
Probationary (12 Months)	67,357.13	2,590.66	30.84
FIRE PREVENTION BRANCH		(÷ 26)	(÷ 1872)
Fire Marshall	122,205.08	4,700.20	65.28
Fire Prevention & Safety Officer II	122,686.20	4,718.70	65.54
Fire Prevention Officer I	105,846.92	4,071.04	56.54
Probationary (12 Months)	101,035.69	3,885.99	53.97
TRAINING BRANCH		(÷ 26)	(÷ 2080)
Chief Training Officer	127,978.55	4,922.25	61.53

APPENDIX B – Salaries Effective January 1, 2016

	Annual (\$)	Bi-Weekly (\$)	Hourly (\$)
OPERATIONS BRANCH		(÷ 26)	(÷ 2184)
Platoon Chief	132,085.40	5,080.21	60.48
Emergency Medical Services Coordinator	124,258.12	4,779.16	56.89
Captain	120,344.48	4,628.63	55.10
Lieutenant	109,581.96	4,214.69	50.17
Senior 1 st Class Emergency Services Personnel	99,308.66	3,819.56	45.47
First Class Emergency Services Personnel	97,841.04	3,763.12	44.80
2 nd Year Emergency Services Personnel	89,035.35	3,424.44	40.77
1 st Year Emergency Services Personnel	81,208.06	3,123.39	37.18
Probationary (12 Months)	76,316.01	2,935.23	34.94
COMMUNICATIONS BRANCH			
First Class Emergency Services Dispatcher	92,948.99	3,574.96	42.56
3 rd Year Emergency Services Dispatcher	83,164.88	3,198.65	38.08
2 nd Year Emergency Services Dispatcher	78,272.83	3,010.49	35.84
1 st Year Emergency Services Dispatcher	73,380.78	2,822.34	33.60
Probationary (12 Months)	68,488.73	2,634.18	31.36
FIRE PREVENTION BRANCH		(÷ 26)	(÷ 1872)
Fire Marshall	124,258.12	4,779.16	66.38
Fire Prevention & Safety Officer II	124,747.33	4,797.97	66.64
Fire Prevention Officer I	107,625.14	4,139.43	57.49
Probationary (12 Months)	102,733.09	3,951.27	54.88
TRAINING BRANCH		(÷ 26)	(÷ 2080)
Chief Training Officer	130,128.58	5,004.95	62.56

APPENDIX B – Salaries Effective January 1, 2017

	Annual (\$)	Bi-Weekly (\$)	Hourly (\$)
OPERATIONS BRANCH		(÷ 26)	(÷ 2184)
Platoon Chief	134,661.07	5,179.27	61.66
Emergency Medical Services Coordinator	126,681.15	4,872.35	58.00
Captain	122,691.20	4,718.89	56.18
Lieutenant	111,718.81	4,296.88	51.15
Senior 1 st Class Emergency Services Personnel	101,245.17	3,894.05	46.36
First Class Emergency Services Personnel	99,748.94	3,836.50	45.67
2 nd Year Emergency Services Personnel	90,771.54	3,491.21	41.56
1 st Year Emergency Services Personnel	82,791.62	3,184.29	37.91
Probationary (12 Months)	77,804.17	2,992.47	35.62
COMMUNICATIONS BRANCH			
First Class Emergency Services Dispatcher	94,761.49	3,644.67	43.39
3 rd Year Emergency Services Dispatcher	84,786.60	3,261.02	38.82
2 nd Year Emergency Services Dispatcher	79,799.15	3,069.20	36.54
1 st Year Emergency Services Dispatcher	74,811.71	2,877.37	34.25
Probationary (12 Months)	69,824.26	2,685.55	31.97
FIRE PREVENTION BRANCH		(÷ 26)	(÷ 1872)
Fire Marshall	126,681.15	4,872.35	67.67
Fire Prevention & Safety Officer II	127,179.90	4,891.53	67.94
Fire Prevention Officer I	109,723.83	4,220.15	58.61
Probationary (12 Months)	104,736.39	4,028.32	55.95
TRAINING BRANCH		(÷ 26)	(÷ 2080)
Chief Training Officer	132,666.09	5,102.54	63.78

APPENDIX C – Deferred Salary Leave Plan

This deferred salary leave plan has been developed to allow an eligible member the opportunity to finance a one (1) year leave of absence without compensation by deferring a portion of his/her regular salary to finance the year of leave. It is the intent that this plan shall be of no major cost, or cause any undue hardship to the City.

1. Definitions

Union means the St. Albert Fire Fighters Union.

City means the City of St. Albert.

Current Compensation Amount means base salary rate less the Deferred Amount.

Deferred Amount is the portion of the Current Salary Amount retained by the City and invested with an Eligible Investor for the participant.

Eligible Investor means a Canadian Chartered bank, Investment firm, Treasury Branch, or any Credit Union authorized to do business in the Province of Alberta as arranged by the participant.

Eligible Member means a full time employee with first class status.

Individual Agreement means the deferred salary leave plan agreement signed by both the Eligible Member and the City

LOA means the twelve (12) month leave of absence taken in accordance with Article 4 of this agreement and commencing on May 1st of the year of leave.

Participant means an Eligible Member whose application for participation in the plan has been approved by the City in accordance with clause 2.3 and has completed an individual agreement.

Plan means the deferred salary leave plan.

2. Application

- 2.1. In order to enroll in the Plan, an Eligible Member must apply in writing to the Fire Chief on or before November 1st, at least six (6) months prior to their projected start date. The application must state the date when the employee wants to participate in the plan and the year in which the leave is to be taken.
- 2.2. The approval of each application made under clause 2.1 shall rest solely with the City. The Fire Chief shall by December 31st of that year advise each applicant of the City's approval or disapproval of his/her application, and if the latter, an explanation shall be provided. A copy of the Chief's decision shall be forwarded to the Union
- 2.3. If the City gives its approval in accordance with clause 2.2, the participation of the Eligible Member in the Plan shall become effective May 1st, of the year following approval. Alternatively, the City and the Eligible Member may agree to another start date.
- 2.4. An Eligible Member must complete and sign an Individual Agreement by January 31st following the City's approval of the Eligible Member into the plan.

3. Funding for LOA

Funding for the LOA shall be as follows:

- 3.1. During each year prior to the LOA, the Participant, for a maximum of six (6) years, shall receive his/her Current Compensation Amount, less the Deferred Amount determined under clause 3 of the Individual Agreement, for the year in question which is retained by the City. The Deferred Amount shall be retained by the City and be invested in accordance with Clause 3.2. The Participant is not permitted to have a percentage of his/her base salary withheld which is in excess of the percentage obtained when one hundred (100%) percent is divided by the number of years the Participant specifies he/she wishes to be in the Plan, including the LOA year. Nor is it permitted to withhold an amount in excess of thirty three and one third (33 1/3%) percent of the base salary.
- 3.2. The Deferred Amount in accordance with clause 3.1 shall be invested by the City in trust with the Eligible Investor that the Participant has organized. In consideration of the administrative services performed by the City, the Participant shall indemnify the City against any expense(s), claim(s), or liability(ies) arising out of such investments.
- 3.3. The Amount of income tax to be deducted is dependent upon the City receiving a ruling to the satisfaction of its solicitor from Revenue Canada that the Deferred Salary Leave Plan contemplated hereby is not unlawful and is acceptable to Revenue Canada and that the amount of income tax to be deducted may be computed on the actual salary received by the Participant during each of the calendar years he/she is enrolled in the Plan.
- 3.4. The City shall on the following dates pay to the Participant the accrued interest on his/her Deferred Amount:
 - a) On December 31st in each year the participant has Deferred Amounts with the Eligible Investor; and
 - b) the last day of the LOA, or when the City makes a payment due to deferral or withdrawal from the Plan or death of the Participant.

4. Taking of LOA

The Taking of a LOA shall be governed by the following provisions:

- 4.1. The LOA shall be for a period of twelve (12) months and shall occur according to, and be governed by, policy of the City.
- 4.2. The manner of payment to the Participant during the LOA shall be in twenty six (26) equal biweekly payments calculated biweekly, based on the Deferred Amount remaining with the Eligible Investor. These payments shall be less the amount of any deductions made by the City under clause 5.2 and any monies required by law to be paid by the City for, or on behalf of the Participant.
- 4.3. If the City is unable to obtain a suitable replacement for a Participant by January 31st for the period of LOA, the City may in its discretion, defer the LOA for a number of months to a maximum of one (1) year. In such case, the Participant may choose to remain in the Plan or he/she may withdraw from the Plan, in which case the City shall pay the Participant the Deferred Amount in one lump sum payment no later than sixty (60) days from withdrawal.
Where the deferral is at the request of the City and the deferral extends the period beyond the six (6) year limit, the City agrees to reimburse the Participant any additional income tax which becomes payable by the Participant as a direct result of said deferral by the City.
- 4.4. A Participant during the year of LOA under the plan shall not accumulate nor be entitled to the following: Statutory holiday pay, shift differential pay, service pay, vacation pay, maternity, sick or any other leaves and promotion.
- 4.5. The City shall place the Participant, upon return from his/her LOA, into a position equivalent to that which he/she held prior.

- 4.6. The period of LOA shall not interrupt the continuity of the Participant's service with the City. The Participant shall be reinstated with the same level of experience that he/she had when he/she left on the LOA. After participation in the Plan, the Participant's salary and benefits shall be as set out in the collective agreement in force between the City and the Union governing such matters at that time.
- 4.7. Notwithstanding the date shown in paragraph 4 of the Individual Agreement for a requested LOA, a Participant may request postponement of such LOA for one (1) year. This request must occur at least six (6) months prior to the scheduled LOA.
- 4.8. A Participant shall return to his/her regular employment on expiry of the LOA and provide service for a period at least equal to the LOA.
- 4.9. Should a Participant fail to report as required in article 4.8, such Participant shall be deemed to have abandoned both the position and his/her contract of employment with the City. The City may then with one (1) week notice to the Union fill the position with someone other than the Participant. The City shall not be responsible for any income tax or other consequences of the Participant's failure to return to work pursuant to article 4.8.

5. Benefits

- 5.1. While a Participant is enrolled in the Plan, all applicable benefits shall be structured according to the compensation amount in effect on the Participant's last day of work preceding the leave. The rate of compensation in effect at the start of the leave will remain in effect for the duration of the Participant's leave. Any changes to the compensation rate will only be applied on a go forward basis upon the Participant's return to work.
- 5.2. The City shall continue paying its share of applicable health and welfare benefits for a Participant during the non-LOA years of the Plan.
- 5.3. The City shall maintain applicable health and welfare coverage for a Participant during the year of LOA under the Plan, provided such Participant assumes the full responsibility of paying the total costs for said benefits except: The employer's portion of Canada Pension Plan, Local Authorities Pension, and Employment Insurance.
- 5.4. A Participant may not receive wages or salary from the City, or from any other person or partnership with whom the City does not deal at arm's length, during the LOA except for the amounts contemplated by the plan.

6. Withdrawal

- 6.1. A Participant who ceases to be employed by the City must withdraw from the Plan. Within sixty (60) days the City shall pay to the Participant the Deferred Amount and any interest accrued.
- 6.2. A Participant may apply to the City to withdraw from the Plan at any time up to at least six (6) months prior to commencing the LOA. The City shall approve the request to withdraw from the Plan. Within sixty (60) days of approval by the City of the withdrawal request, the City shall pay to the Participant the Deferred Amount and any interest accrued.
- 6.3. Should a Participant die, the City shall within sixty (60) days of notification of such death pay the Deferred Amount and any interest accrued to the Participant's estate, subject to the City receiving any necessary clearances and proofs normally required for payment to estates.
- 6.4. In event of withdrawal, the City shall deduct from the Deferred Amount any withdrawal fee as established by the Eligible Investor.

7. Suspension from Financial Participation in the Plan

- 7.1. A Participant may give notice to the City stating that he wishes to suspend his participation in the Plan for one (1) year effective the next May 1st. After the following May 1st the City shall pay the employee his/her base salary without deducting the Deferred Amount for one (1) year. All previously Deferred Amounts shall remain invested with the Eligible Investor until the Participant withdraws from the Plan or takes his LOA.
- 7.2. A Participant who has given notice in accordance with clause 7.1 may give notice to the City that he/she wishes to become reinstated in the Plan. In which case, on May 1st immediately following such notice, the Participant shall participate in the Plan for the remaining years.
- 7.3. A Participant may not suspend their participation more than once.
- 7.4. Suspension of participation under clause 7.1 shall not change the year established for the LOA, unless notice is given to the Fire Chief six (6) months prior to the intended LOA.

8. Six Year Maximum on Deferral

Any deferral, postponement, or suspension of taking the LOA as described and set out in any clauses of the Plan which extends the deferral beyond the six years requires the City to pay to the Participant all amounts held under the Plan. This payment shall occur no later than the end of the first taxation year which commences after the end of the six (6) year deferral.

9. Termination or Amendment of Plan

- 9.1. The Plan may be amended or terminated by the City only after consultation with the Union. Any amendment(s) shall be binding upon all present and future Participants.
- 9.2. No amendment(s) shall be made to the Plan which shall prejudice any tax ruling which is applicable to the Plan prior to the amendment.

**DEFERRED SALARY LEAVE PLAN
INDIVIDUAL AGREEMENT**

This Agreement is made in duplicate on this _____ day of _____, 20 ____.

BETWEEN:

The City of St. Albert
(hereinafter referred to as the "City")

AND:

(hereinafter referred to as the "Member")

WHEREAS pursuant to the Deferred Salary Leave Plan contained in the collective agreement between the City of St. Albert and St. Albert Fire Fighters Union an Eligible Member may apply prior to November 2nd, provided the Eligible Member enters into an agreement to comply with the conditions and terms set out in said Plan.

AND WHEREAS the Member has applied to participate in said Plan on the terms and conditions set out therein and the City has agreed to approve the participation of the Member hereinafter set out.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS herein contained:

The City and the Member covenant and agree as follows:

1. This Agreement shall not be construed as a contract of employment.
2. Enrolment in the Plan shall become effective commencing May 1st, 20____.
3. During the _____ years from May 1, 20____ to April 30, 20____, the Member shall work for the City at the regular salary to which the Member would otherwise be entitled to less the percentage amounts set out in this clause to finance the leave period, subject to the terms and conditions set out in said Plan.

First year	May 1, 20____ to April 30, 20____	_____ %
Second year	May 1, 20____ to April 30, 20____	_____ %
Third year	May 1, 20____ to April 30, 20____	_____ %
Fourth year	May 1, 20____ to April 30, 20____	_____ %
Fifth year	May 1, 20____ to April 30, 20____	_____ %
Sixth year	May 1, 20____ to April 30, 20____	_____ %

The following percentages apply for the purposes of calculating the maximum to be withheld from the Base Salary Rate:

Numbers of Years Deferred	Year in Which Leave to be Taken	Maximum Percentage Annual Deferral
1	2	33.33%
2	3	33.33%
3	4	25.00%
4	5	20.00%
5	6	16.67%
6	7	14.29%

4. The leave period shall commence May 1, 20____ and end April 30, 20____, subject to the terms and conditions set out in said Plan.

5. The provisions of the Deferred Salary Leave Plan, a copy of which is attached hereto, as amended from time to time, shall be deemed to be part of this agreement and are hereby incorporated by reference.

6. The Member to indemnify the City against any and all liability, loss, damages, costs or expenses which it may hereafter incur, suffer, or be required to pay as a result of participation of the City in said Plan.

7. Accrued interest shall be paid to the Member by December 31st of each year in which the Member is a Participant in the Plan.

8. The Member agrees that the City can open and maintain a savings or other investment account in trust on his/her behalf with an Eligible Investor as defined in the Deferred Salary Leave Plan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

THE CITY OF ST. ALBERT

(Authorized signature for The City of St. Albert)

Date

MEMBER

(Authorized Signature of Participant)

Date

APPENDIX D – Definitions

Call In

A request to report for duty during a member's regularly scheduled time off.

Confirmed Officer

Members that have achieved the permanent rank of Lieutenant, Captain or Platoon Chief within the Operations Branch.

Day Shift

Begins at 0800 hours and ends at 1800 hours for Shift Workers.

Day Worker

A day worker works seventy-two (72) hours over the course of a two-week cycle between the hours of 0800 hours to 1700 hours.

Dependent Child

A dependent child shall be a child that is identified as a member's dependent under the City's benefit program and is under nineteen (19) years of age.

Disciplinary Action

Corrective actions that include: written reprimands through to more severe corrective actions such as termination.

Exception Pay Period

The two week period preceding the Sunday payroll cut off.

Excess Vacation Accrual

The balance above sixteen (16) months worth of vacation accruals.

Fire Leadership

The department's management team consisting of the Fire Chief and Deputy Chiefs.

Medical Information

Information coming from a medical professional or information that an employee chooses to share about his/her health.

Member

A person employed by the City of St. Albert Fire Department and belongs to the St. Albert Fire Fighters Union.

Mental Disability

Any cognitive or mental disorder, developmental disorder or learning disorder that affects a member's ability to perform his/her duties.

Night Shift

Begins at 1800 hours and ends at 0800 hours for Shift Workers.

Non-Disciplinary Action

Corrective actions that include: coaching, counselling, progress notes, coaching letters, training as well as verbal and written warnings.

Permanent Employee

Those persons employed in the City of St. Albert Fire Department who have successfully completed the probationary period and who occupy a permanent position.

Physical Disability

Any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness, that affect a member's ability to perform his/her duties.

Probationary Employee

Those persons employed by the City of St. Albert Fire Services who are in their first twelve (12) months employment.

Progressive Discipline

A system of escalating responses intended to correct negative behaviours and minor infractions.

Promotional Seniority

Seniority based on the combination of member's permanent date of hire, promotional seniority scores and Qualified Officer date.

Provisional Employee

Provisional Employee shall mean a non-permanent Employee who has completed two thousand one hundred and eighty four (2184) hours of service within a twelve (12) month period with the Employer. Less than one hundred (100) hours worked within a 9-month period will result in a loss of provisional status.

Qualified Officer

A member of the City of St. Albert Fire Department who have successfully completed the Officer Candidate evaluation process are thereby qualified to act in the capacity of an Officer as outlined in this Agreement.

Shift Worker

A shift worker regularly works a rotation of both day and night shifts based on the platoon system.

Temporary Employee

Those persons employed in the City of St. Albert Fire Department that occupy term positions.

Trial Period (Officer)

The trial period for promoted members at or above the rank of Lieutenant shall be twelve (12) months. The trial period shall re-occur upon each subsequent promotion awarded that employee.

Union Executive

The Union Executive consists of the incumbents in the positions of Union President, Secretary, Vice President – One, Vice President – Two and Treasurer positions for I.A.F.F. Local 2130 or other duly authorized elected representatives of the Union.

Vacation Seniority

Seniority based on the length of continuous service as a permanent, or temporary, City of St. Albert employee from the most recent date of hire.

Written Notification

Both hard copy letters and email are considered appropriate forms of written notification.

APPENDIX E – Platoon Shift Schedule

Week	Shift Type	Sun	Mon	Tues	Wed	Thu	Fri	Sat
1	DS	P4	P1	P1	P2	P2	P3	P3
	NS	P3	P4	P4	P1	P1	P2	P2
2	DS	P4	P4	P1	P1	P2	P2	P3
	NS	P3	P3	P4	P4	P1	P1	P2
3	DS	P3	P4	P4	P1	P1	P2	P2
	NS	P2	P3	P3	P4	P4	P1	P1
4	DS	P3	P3	P4	P4	P1	P1	P2
	NS	P2	P2	P3	P3	P4	P4	P1
5	DS	P2	P3	P3	P4	P4	P1	P1
	NS	P1	P2	P2	P3	P3	P4	P4
6	DS	P2	P2	P3	P3	P4	P4	P1
	NS	P1	P1	P2	P2	P3	P3	P4
7	DS	P1	P2	P2	P3	P3	P4	P4
	NS	P4	P1	P1	P2	P2	P3	P3
8	DS	P1	P1	P2	P2	P3	P3	P4
	NS	P4	P4	P1	P1	P2	P2	P3

Abbreviations:

DS - Day Shift, 8:00am to 6:00pm

NS - Night Shift, 6:00pm to 8:00am

P1 - Platoon One

P2 - Platoon Two

P3 - Platoon Three

P4 - Platoon Four

Letter of Understanding – Provisional Status

LETTER OF UNDERSTANDING

Between

The City of St. Albert ("City")

And

St. Albert Firefighters Union
I.A.F.F. Local 2130 ("Union")

Provisional Status

The City of St. Albert and the St. Albert Firefighters Union jointly agree with the following:

Further to the definition of "Provisional Employee" in "Appendix D" the administration and application associated with this definition is as follows:

1. Upon attaining two thousand, one hundred and eight-four hours (2184) a Provisional Employee, (reaching provisional status) **will be given** the next available Emergency Services Personnel permanent vacancy, prior to seeking to fill the position via an eligibility listing or other external sources.
2. The Provisional Employee must meet all the minimum job qualifications for the Emergency Services Personnel position.

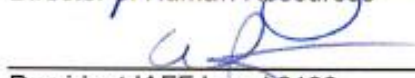
This Letter of Understanding was agreed to by:



Fire Chief



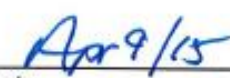
Director of Human Resources




President IAFF Local 2130



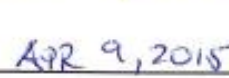
Secretary IAFF Local 2130



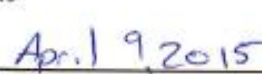
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Date



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